

DECLARATION OF
 COLONIAL MANOR WEST APARTMENTS
 A CONDOMINIUM

O. J. O. DEVELOPERS, INC., a Florida corporation, the present owner of the property hereinafter legally described, and known as COLONIAL MANOR WEST APARTMENTS, A CONDOMINIUM, shall be hereinafter known as the "Developer", and "Definitions" used in Florida "Condominium Act", being Chapter 711, Florida Statutes, as amended, are hereby adopted for this Declaration, and by such reference are made a part hereof and are attached hereto. (Exhibit I).

A. 1. The condominium property hereinafter described is submitted and hereby surrendered by the Developer unto the Condominium ownership.

2. The Developer hereby makes and declares the Restrictions, Reservations, Covenants, Conditions and Easements set out hereinafter as applicable to the property described herein, and they shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually, unless terminated as provided herein, and shall be binding upon all parties or persons subsequently owning any interest or portion of the property hereof, and in consideration of receiving and by acceptance of a grant, assignment, devise or mortgage, all grantees, assignees, devisees or mortgagees, their heirs, personal representatives, assigns and successors and all parties claiming by, through or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits shall run with each Apartment Unit and the interests in common elements.

B. The name by which this condominium shall be identified is COLONIAL MANOR WEST APARTMENTS, A CONDOMINIUM.

C. The land included in this condominium property is legally described as, to wit:

Lots Eight (8), Nine (9), and Ten (10), of Block Three (3), of SUNRISE SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 42, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

D. There exist thirty-six (36) separate apartment units for private ownership in a multifamily structure constructed thereon substantially in accordance with the plans and specifications dated November 14, 1968, prepared by Richard E. Cole, Architect; each apartment unit shall have a separate and distinct identification and no apartment unit shall bear the same designation as another therein, and each apartment unit shall be now and hereafter designated as:

Apartment No. 101 through No. 112, inclusive;
 Apartment No. 201 through No. 212, inclusive;
 Apartment No. 301 through No. 312, inclusive;

THIS INSTRUMENT PREPARED BY
 SHERWOOD SPENCER, Attorney At Law
 1909 Tyler Street
 Hollywood, Florida 33022

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as shown and indicated on the map and surveys attached hereto and made a part hereof.

E. Survey of land. (Exhibit II hereto.)

F. The shares in the common elements which are appurtenant to each of the units and the undivided interest and share thereof per Unit of private ownership are as shown upon the schedule attached hereto as Exhibit III and made a part hereof.

G. The owner or owners of each "Unit" shall share "Common expenses" and "Common surplus" on the basis of their respective percentage ownerships per "unit" owned.

H. The voting rights of owners shall be one (1) vote for owners of each unit and there shall not be more than thirty-six (36) voting members at any one time. Written designation of voting members executed by all unit owners must be filed with the "Association".

I. 1. This Declaration may be amended at regular or special meetings of Owners by 80% of the fee owners and all of the mortgagees after written notice of general nature of proposed amendment to be considered has been mailed or served upon all owners at least ten (10) days prior to date of subject meetings, subject to the approval of all the holders of recorded mortgages, and those mortgagees registered by the corporation pursuant to paragraph 10 c under "L" herein.

2. A copy of each amendment shall be certified by the officers of the "Association" as having been duly adopted and shall be immediately recorded in the public records of Broward County, Florida, and shall be effective as of the time of such recording.

3. Such amendments will be evidenced by a certificate executed with formality of a deed, and shall include the recording date identifying this "Declaration".

J. By-Laws. (Exhibit IV hereto.)

K. 1. The name of the "Association" is COLONIAL MANOR WEST APARTMENTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, incorporated not for profit under Chapter 617, Florida Statutes.

2. The Association shall be responsible for the operation of the condominium including administration and management of the condominium property, and the thirty-six (36) voting members shall comprise the voting membership of the "Association".

L. 1. Common Elements are further defined and include:

- a. The Land, being all real estate as described above.
- b. All parts of an APARTMENT building not included within the "UNIT".
- c. All improvements not included with the APARTMENT building, except Limited Common Elements hereinafter defined.
- d. Easements as specifically defined in paragraphs 4 a and b herein.

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- c. All improvements not included with the APARTMENT building, except Limited Common Elements hereinafter defined.
- d. Easements as specifically defined in paragraphs 4 a and b herein.

- e. Installations for the furnishing of utility services to more than one UNIT, or to a UNIT other than the UNIT containing the installation concerned, such as, but not limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
- f. The personal property and installations in connection therewith required for the furnishing of services to more than one UNIT, such as, but not limited to, tanks, pumps, motors, fans, compressors.
- g. The tangible personal property required for the maintenance and operation of the APARTMENT building and Common Elements.
- h. All other portions of the "Common Elements" as that term has been heretofore and hereinafter defined, which are rationally of common use or necessary to the existence, upkeep and safety of the APARTMENT building and common elements.

2. Limited Common Elements are defined as that portion of the "Common Elements" consisting of the parking areas, together with balcony space adjoining a designated apartment as shown on the surveys attached hereto.

3. Prohibition of Further Subdivision and Waiver of Partition.

The space within any of the UNITS and Common Elements shall not be further subdivided. An undivided interest in the Common Elements is hereby declared to be appurtenant to each UNIT and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the UNIT, and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the UNIT even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise,

which describes only a portion of the space within any UNIT shall be deemed to describe the entire UNIT owned by the person executing such instrument, including all appurtenances thereto. Any instrument subsequent to the Developer's conveyances conveying, transferring or encumbering an undivided percentage interest in a UNIT must also convey, transfer or encumber the same undivided percentage interest in the Common Elements owned by the person executing such conveyance or encumbrance.

The Developer hereby, and each subsequent owner of any interest in a UNIT and in the Common Elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as now exist or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a UNIT together with an undivided interest in the Common Elements subject to the provisions of this Declaration.

4. Easements.

a. All owners of UNITS shall have as an appurtenance to their UNIT a perpetual easement for normal ingress to and egress from their UNIT over all Common Elements as that term has been heretofore defined in paragraph "1" hereof, including but not limited to stairs, walks, from and to the public highways bounding Colonial Manor West Apartments, a Condominium, property, and a perpetual right or easement in common with all persons owning an interest in any UNIT in Colonial Manor West Apartments, a Condominium, to the use and enjoyment of all public portions of the building (including but not limited to utilities as they now exist) located on said land.

b. The "Association", a non-profit corporation referred to hereinabove, is hereby granted a perpetual easement over all of the Common Elements for the purpose of repair, maintenance and replacement of all Common Elements as that term has been heretofore defined in paragraph "1" hereof.

c. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially destroyed or totally destroyed, and then rebuilt, the owners of the "condominium parcels" agree that encroachments of parts of the "common elements" or "limited common elements" or "condominium units" as aforescribed due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

5. a. Assessments. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for all corporate taxes, which may be levied by either the United States Government or the State of Florida, or any additional taxing authority, insurance for the Common Elements and Units, operating expense, maintenance expense, repairs, utilities, replacement reserve, and a reasonable operating reserve, for the Common Elements.

The total regular annual assessment for each fiscal year assessed against each UNIT (and the interest in Common

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Elements appurtenant thereto), and all members owning an interest in each UNIT shall be the member's percentage ownership interest of the Association's total annual budget for each such fiscal year.

Assessments for emergency expenses which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the UNIT owners concerned. After such notice, the assessment shall become effective and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors of the Association may require.

After adoption of a budget and determination of the annual assessment per UNIT, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each UNIT at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment levied against each UNIT shall be due and payable in advance to the Association on the first day of each and every month, whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each UNIT, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which may or may not be equal per UNIT.

The record owners of each UNIT shall be personally liable, jointly and severally, to the ASSOCIATION for the payment of all assessments, regular or special, made by the Association and for all costs for collecting delinquent assessments for such UNIT. In the event assessments against a UNIT are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities servicing such UNIT until such time as the assessments are paid or until the completion of foreclosure on a UNIT by an institutional first mortgagee.

Assessments that are unpaid for over thirty (30) days after due shall bear interest at the rate of eight per cent. (8%) per annum until paid.

Every assessment, regular or special, made hereunder and costs incurred in collecting same shall be a lien against the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation in the public records of the county in which the Condominium parcel is located, of a claim of lien stating the description of the Condominium parcel, the name of the record owner, the amount due and the date when due, and the lien for all sums due thereafter shall date back to said date, and shall be deemed to be prior to and superior to the creation of any Homestead status for any UNIT and to any subsequent lien or encumbrance, except "an institutional first mortgage" as hereinafter defined. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interests of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees, for filing any action or a suit enforcing and foreclosing a lien, and the lien shall be deemed to cover such costs. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid all sums due the Association for assessments, interest, and collection costs; the foregoing remedies of the Association in recovering unpaid assessments owing by members shall be in addition to all of the remedies provided the Association by the Statutes of the State of Florida.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of a deed or other evidence of title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said deed or other evidence of title shall not be impaired and shall be effective as to the grantee of such deed or other evidence of title.

Any person who acquires an interest in a UNIT, except through foreclosure of an "institutional first mortgage", or any institution holding such mortgage which may accept a deed in lieu of foreclosure, shall be personally liable and jointly and severally liable with the transferor for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the UNIT and shall have the right to deduct such sums from the first refusal or redemption price paid to the purchaser or transferee.

Any person purchasing or encumbering a UNIT shall have the right to rely upon any statement made in writing by an Association officer regarding assessments against UNITS which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefor.

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for all UNITS.

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

a. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provision shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, in the same companies as those writing insurance on the building.

b. Mortgagee Approval. So long as the First Federal Savings and Loan Association of Broward County shall

hold a mortgage upon an apartment said mortgagee shall have the right to approve the insurer on all insurance policies covering condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This sub-paragraph shall be construed as a covenant for the benefit of and may be enforced by First Federal Savings and Loan Association of Broward County.

c. Coverage.

(1) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or Damage by Fire, and other hazards covered by a standard extended coverage endorsement, and

(b) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(2) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(3) Workmen's compensation policy to meet the requirements of law.

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

d. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

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

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

(2) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

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

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

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

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

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

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

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

(4) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

g. Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

h. This paragraph numbered 6 shall not be amended without the written consent of First Federal Savings and Loan Association of Broward County, which consent shall not be unreasonably withheld. This paragraph "h" shall apply only when said Association holds any mortgages on units in said condominium.

7. Reconstruction or Repair - after Casualty.

a. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

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

(2) Apartment Building.

(a) Lesser Damage. If the damaged improvement is in the apartment building, and if apartments to which fifty per cent. (50%) of the common elements are appurtenances are found by the Board of Directors of the Association to be tenatable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty per cent. (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenatable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five per cent. (75%) of the common elements agree in writing to such reconstruction or repair.

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

b. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than seventy-five per cent. (75%) of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

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

d. Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

e. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and

repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

f. Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

(1) Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

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

(b) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by the owners. Instead the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

8. Condominium Termination.

a. The condominium may be terminated by unanimous agreement of the UNIT owners joined by all of the holders of recorded mortgages and those mortgagees registered by the corporation as herein provided, in a written instrument executed in the manner required for conveyances of land which will become effective upon such instrument being recorded in the public records of Broward County, Florida, or upon a termination by its destruction after casualty as elsewhere provided herein, in which case same shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, such certificate being joined by the mortgagees as heretofore defined, which certificate shall become effective upon recording in the public records of Broward County, Florida.

b. In the event of termination of the condominium, the UNIT owners shall own the common elements as tenants in common in ratio to their percentage ownership interest, and their respective mortgagees and lienees shall have the mortgages and liens upon the respective ownership interests of the UNIT owners as their respective interests may appear.

9. Sale, Rental, Lease or Transfer.

a. Prior to any sale, rental, lease or transfer of any interest in a UNIT to any person other than the transferor's spouse or heirs, the owner shall notify the Board of Directors of the Association by written communication, certified mail, return

receipt requested, directed to the Secretary of the Association, twenty (20) days before such sale or transfer, of his intention to sell, rent, lease or transfer on a certain date, and he shall submit to the Board of Directors of the Association an instrument executed by the seller and proposed purchaser stating the bona fide price thereof and the terms thereof, and the Association shall promptly notify each of the remaining members of the Association of the date of the sale, rental, lease or transfer, together with the price and specific terms thereof. Members shall have the first right over non-members to accept such sale, rental, lease or transfer in their own names at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Association, in writing, certified mail, return receipt requested, of the acceptance not less than ten (10) days prior to the date of the intended sale, rental, lease or transfer, which information the Association shall promptly forward to the owner or owners desiring to sell, transfer or lease. In the event the members giving notice receive acceptance from more than one member, preference shall first be given to the members owning an apartment horizontally contiguous to the UNIT being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice as aforesaid from any member accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the day given in the notice as the day of the sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at any other price or terms without repeating the procedure outlined above. In the event a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the moneys expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors on a certain date received such notices as are required to be given to the Board of Directors prior to the sale, rental, lease or transfer of the UNIT to certain persons, shall be conclusive evidence of such facts, including dates of notices given and received, and the procedures required to be followed herein, and any redemption rights herein afforded members shall be calculated upon the dates given in said affidavit and shall terminate after the respective times have elapsed.

b. Notwithstanding anything to the contrary herein, the provisions of this section shall not be applicable to transfers to "institutional first mortgages" nor to any judicial sale, the latter being defined as any sale of real property provided for by the Statutes of the State of Florida where such sale is a public sale with open bidding.

In the event the mortgagee acquires title to any UNIT herein, the requirements for the mortgagee with regard to sale, rental, lease or transfer to another party shall remain the same as unit owners as set forth above, except that the time limit so mentioned in such case shall be reduced from twenty (20) days

to five (5) business days, and the ten (10) days shall be reduced to two (2) business days. (Saturday and Sunday are not to be included as business days.)

The purpose of the covenants in this section is to maintain a congenial residential community, and this covenant shall exist until the Declaration is modified or until the condominium apartment project is terminated as herein provided.

10. Obligations.

a. Every owner herein, in addition to other obligations and duties set forth herein, shall promptly pay all assessments; maintain the interior of his UNIT in good condition and repair and keep same in a clean and sanitary manner; use such UNIT only as a single-family residence; and said owner shall abide by the regulations established by the Association with respect to the use of any of the Common Elements; not cause to be made or make any structural alterations of any kind without the written consent of the Association and all of the mortgagees; not allow any children under the age of twelve (12) years to reside on the premises except as permitted under regulations established by the Association; not display any advertisements or signs upon the UNITS or common elements unless in accordance with the regulations of the Association.

b. The owners of each and every "condominium parcel" shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Broward County, Florida, or such other legally authorized governmental officer or authority having jurisdiction over the same, now or in the future. For the purpose of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium including land and all improvements as has been assigned to said unit as heretofore set forth in this Declaration.

c. Any owner of a "condominium parcel" who mortgages his parcel shall notify the Association providing the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Parcels". The Association shall, at the request of the mortgagee of the parcel, report any unpaid assessments due from the owner of such parcel. Compliance with this section by an owner shall not constitute constructive notice of the existence of any mortgage unless duly recorded in the public records of Broward County, Florida. The failure of an owner to comply with this provision shall not affect the validity of any mortgage duly recorded in the public records of Broward County, Florida.

11. Purpose. The purpose of this Enabling Declaration of Restrictions, Reservations, Covenants, Conditions and Easements for condominium is to provide for condominium apartment living, to promote and preserve the cooperative aspect of the condominium apartments concerned herewith, and to facilitate its proper maintenance and administration. Nothing herein shall be construed contrary to this purpose. And, should any part hereof be held to be unenforceable or contrary to the public policy, such unenforceability or illegal part shall not render any other part of this instrument void or of no effect.

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12. Enforcement of Maintenance. In the event owner of the UNIT shall fail to properly maintain it, or, if the owners of the UNIT shall make any structural addition or alteration without the Association's written consent, the Association or an owner with an interest in any UNIT shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. Or, the Association shall have the right to levy at any time a special assessment against the owners of the UNIT and the UNIT for the necessary sums to put the improvements within the UNIT in good condition and repair, or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the UNIT at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

The Association shall determine the exterior scheme of the building and shall be responsible for the maintenance thereof, and of the common elements, and no owner shall paint or otherwise alter or modify any wall on the outside portion of the Apartment building, nor any door, window or any other exterior surface not within a UNIT without the written consent of the Association.

In the event the Association fails to maintain the common elements, the windows and doors in the building in accordance with its obligations hereunder, any owner of an interest in any UNIT shall have the right to seek specific performance in a court of equity to compel the Association to do so, or in the event of emergency repairs needed to utilities, walls, roof or foundation, the owner of an interest in any apartment may give the Association twenty-four (24) hours notice to repair the same, and if it is not done, said owner may proceed to contract in his own name to make such repair, and the Association shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Association has financial responsibility.

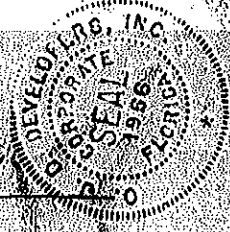
13. Remedies for Violations. For a violation or a breach of any provision of this Declaration by any person claiming by, through, or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or any institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them or for such other relief as may be appropriate. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the condominium property any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

14. Parking Spaces. The Association shall assign a parking space to each Unit owner for their exclusive use. The use of any extra parking spaces shall be controlled by the Association.

IN WITNESS WHEREOF the Developer has executed this Declaration enabling the creation of COLONIAL MANOR WEST APARTMENTS, A CONDOMINIUM, in accordance with the Florida Condominium Act, as amended, this 8th day of December A.D., 1969.

O. J. O. DEVELOPERS, INC.

BY Albert C. Ostroff
a/k/a A. C. Ostroff



ATTEST [Signature]

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

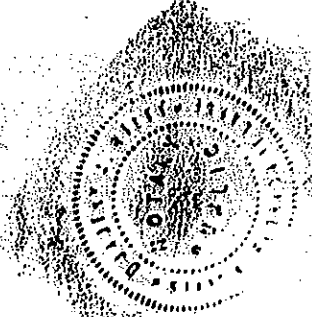
STATE OF FLORIDA }
COUNTY OF BROWARD } SS

Before me personally appeared A. C. OSTROFF and N. C. OSTROFF, as President and Secretary, respectively, of O. J. O. DEVELOPERS, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 8th day of December, A. D., 1969.

[Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Jan. 18, 1972
Bonded by American Life & Casualty Co.



REC 4100 MAR 978

MORTGAGEE'S CONSENT

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, the owner and holder of a mortgage upon the property made subject to the foregoing Declaration of Condominium, hereby consents to the foregoing Declaration of Condominium of COLONIAL MANOR WEST APARTMENTS, a Condominium.

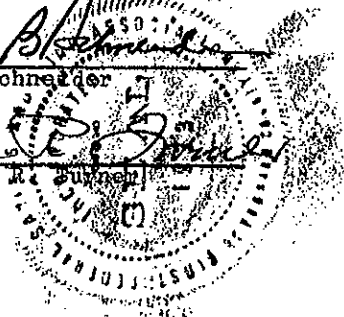
IN WITNESS WHEREOF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY has caused this Consent to be executed by its duly authorized officers this 23rd day of December, 1969.

Signed, sealed and delivered in the presence of:

Gene N. Gots
Melvine N. Adams

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY

By: Harry B. Schneider
Harry B. Schneider
Attest: Thelma R. Turner
Thelma R. Turner

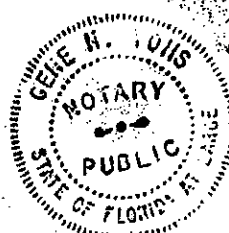


STATE OF FLORIDA }
COUNTY OF BROWARD }

Before me, the undersigned authority, personally appeared Harry B. Schneider and Thelma R. Turner as Vice President and Secretary

respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, and they acknowledged to and before me that they executed the same as such officers of said association and that they affixed thereto the official seal of said association, and that the foregoing instrument is the act and deed of said association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 23rd day of December, 1969.



Gene N. Gots
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 10, 1973
BONDED UNDER FRED M. DIESTELHORST

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DEFINITIONS as used herein unless the context otherwise requires:

1. Assessment means a share of the funds required for the payment of Common expenses which from time to time is assessed against the unit owner.
2. Association means the entity responsible for the operation of the condominium.
3. By-laws mean the by-laws for the government of the condominium as they exist from time to time.
4. Common elements means the portions of the condominium property not included in the units.
5. Common expenses means the expenses for which the unit owners are liable to the Association.
6. Common surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the Common elements over the amount of common expenses.
7. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as a part thereof a share in the common elements.
8. Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.
9. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
10. Declaration, or declaration of condominium, means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.
11. Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
12. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.
13. Unit means a part of the condominium property which is to be subject to private ownership.
14. Unit owner or owner of a unit means the owner of a condominium parcel.

EXHIBIT I.

ELLIS, SPENCER AND BUTLER, ATTORNEYS AT LAW, HOLLYWOOD, FLORIDA

REC 4100 PAGE 380

SURVEY FOR

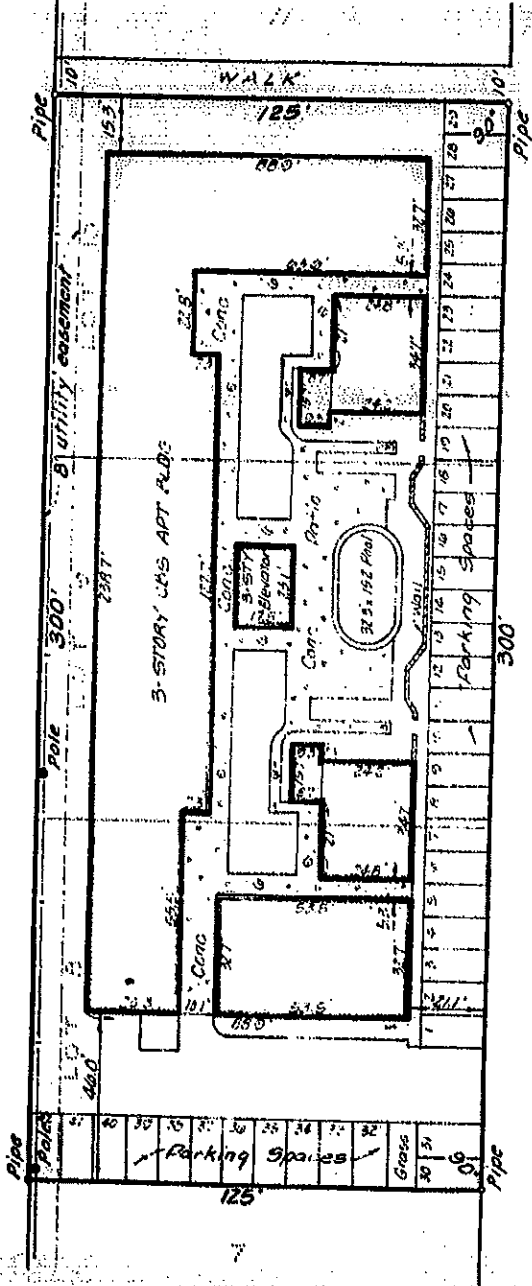
**COLONIAL MANOR WEST
A CONDOMINIUM**

DESCRIPTION

Lots 8, 9 and 10, Block 3, "SUNRISE", according to plat thereof recorded in Plat Book 28, page 42, of the public records of Broward County, Florida.

SCALE
1" = 40'

BLOCK 3



N.E. 9th ST.

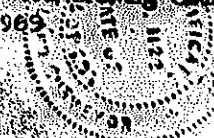
DEF 4100 Part 381

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

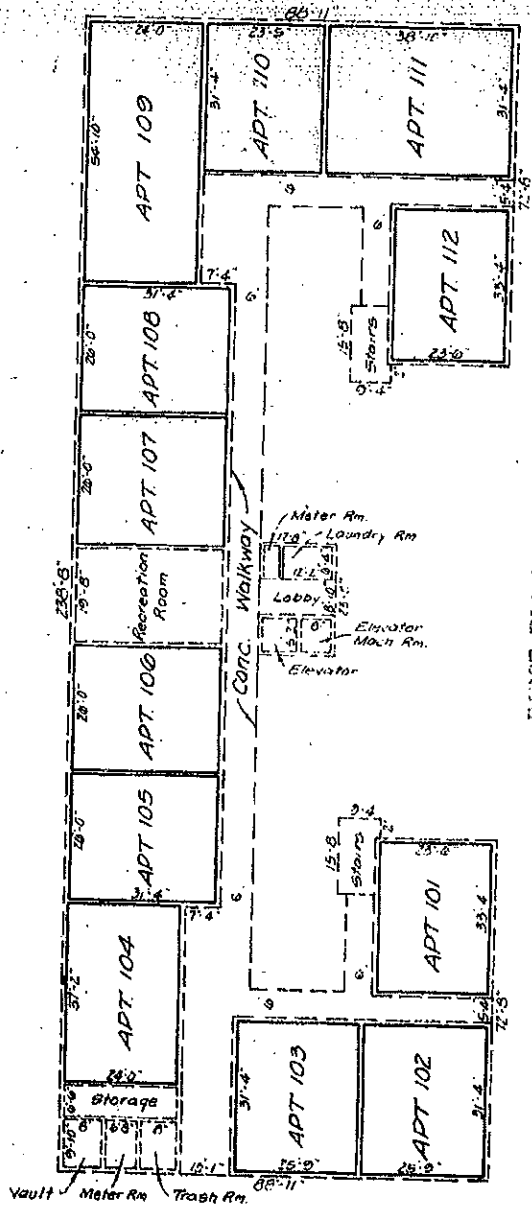
I, MAURICE E. BERRY, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown on above plat, and that said plat is true and correct to the best of my knowledge and belief.

Dated at Hollywood, Broward County, Florida, this 27th day of OCTOBER, A. D., 1969.

M. E. BERRY & ASSOCIATES
SURVEYS - MAPS
LAND DEVELOPMENT
HOLLYWOOD 2515 BLVD.



Maurice E. Berry
MAURICE E. BERRY II
Registered Land Surveyor No. 1122



FIRST FLOOR PLAN

NOTES:

Each condominium unit consists of the space bound by a vertical projection of the condominium unit boundary lines shown, and by the horizontal planes at the floor and ceiling.

FLOOR ELEVATION: 7.30 CEILING ELEVATION: 15.47

Elevations are based on mean sea level datum.

All walls are of 8 inch thickness unless otherwise shown.

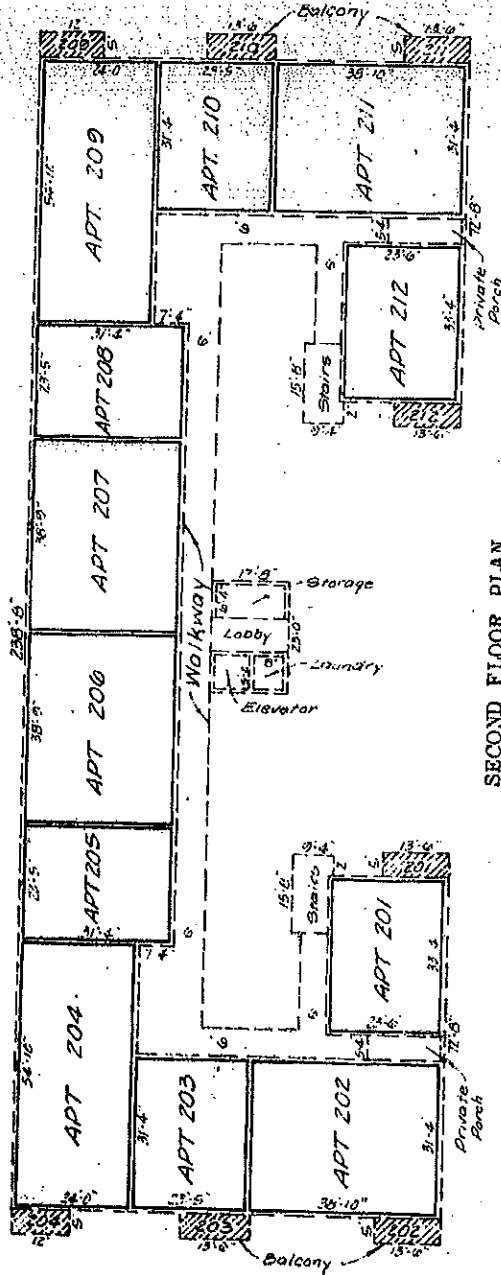
LEGEND:

- Condominium unit boundary line
- Common element building line
- Limited common elements

COLONIAL MANOR WEST
A CONDOMINIUM

M. P. BERRY & ASSOCIATES
REGISTERED LAND SURVEYOR
HOLLYWOOD, FLORIDA

288 WA 0077-22
REC-4100 OF 982



SECOND FLOOR PLAN

NOTES:

Each condominium unit consists of the space bound by a vertical projection of the condominium unit boundary lines shown, and by the horizontal planes at the floor and ceiling.

FLOOR ELEVATION: 16.05 CEILING ELEVATION: 24.22

Elevations are based on mean sea level datum.

All walls are of 8 inch thickness unless otherwise shown.

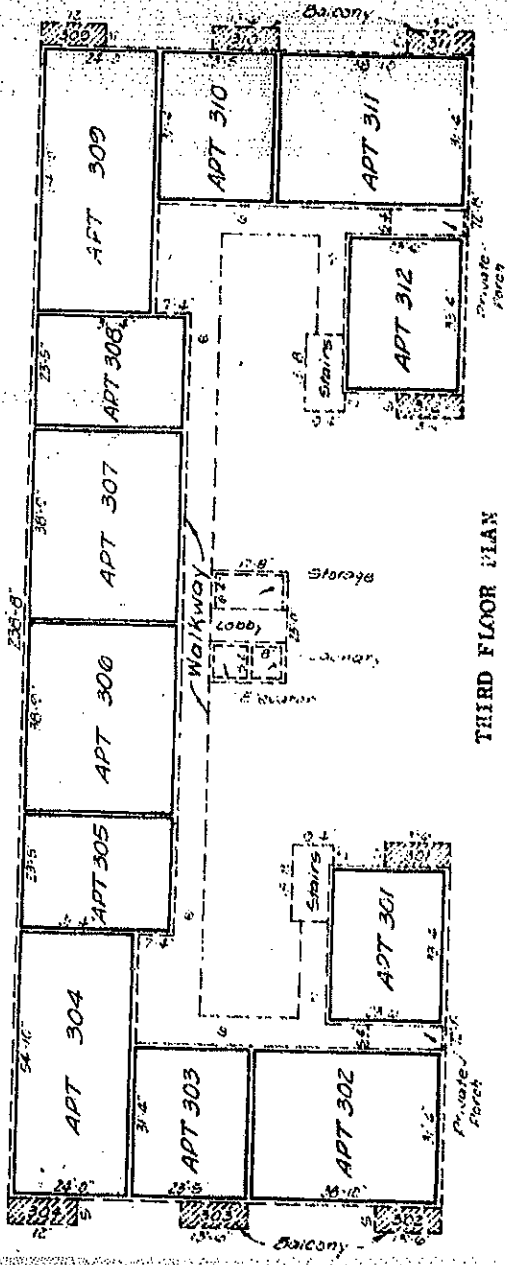
LEGEND:

- Condominium unit boundary line
- Common element building line
- Limited common elements

COLONIAL MANOR WEST
A CONDOMINIUM

M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYOR
HOLLYWOOD, FLORIDA

DEF 4100
REC 983



THIRD FLOOR PLAN

COLONIAL MANOR WEST
A CONDOMINIUM

NOTES:

Each condominium unit consists of the space bounded by a vertical projection of the building unit boundary lines shown, and of the horizontal planes at the floor and ceiling.

FLOOR ELEVATION 24.00 CEILING ELEVATION 32.97

Elevations are based on mean sea level datum.

All walls are of 8 inch thickness unless otherwise shown.

LEGEND:

- Condominium unit boundary line
- - - Common element building line
- ▨ Limited common elements

W. F. PERRY & ASSOCIATES
REGISTERED LAND SURVEYOR
HOLLYWOOD, FLORIDA

REC 4100 PER 984

CERTIFICATE OF SURVEYOR
FOR
COLONIAL MANOR WEST
A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared MAURICE E. BERRY II, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida.

2. Affiant hereby certifies that the attached survey and floor plans marked Exhibits A, B, C and D, together with the wording of the declaration of condominium, is a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit therein.

3. That Exhibits A, B, C and D were drawn from the architect's plans of the proposed building.

4. That the elevations shown on each floor plan are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey.

FURTHER AFFIANT SAYETH NAUGHT.

Maurice E. Berry II
MAURICE E. BERRY II
Registered Land Surveyor No. 1122
State of Florida



Sworn to and subscribed before me
this 27th day of OCT. A.D. 1969.

J. A. Byrne
NOTARY PUBLIC
State of Florida at Large
My Commission Expires Nov. 11, 1970

REC 4100 REC 985

COLONIAL MANOR WEST APARTMENTS
A CONDOMINIUM

Undivided shares in the common
elements which are appurtenant
to each of the apartment units:

APT.		APT.		APT.	
101	2.2647%	201	2.2647%	301	2.2647%
102	2.3328	202	3.5175	302	3.5175
103	2.3328	203	2.1215	303	2.1215
104	2.5792	204	3.8048	304	3.8048
105	2.3553	205	2.1215	305	2.1215
106	2.3553	206	3.5102	306	3.5102
107	2.3553	207	3.5102	307	3.5102
108	2.3553	208	2.1215	308	2.1215
109	3.8048	209	3.8048	309	3.8048
110	2.1215	210	2.1215	310	2.1215
111	3.5175	211	3.5175	311	3.5175
112	2.2647	212	2.2647	312	2.2647

EXHIBIT III.

ELLIS, SPENCER AND BUTLER, ATTORNEYS AT LAW, HOLLYWOOD, FLORIDA

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BR 4100

BY - LAWS

of

CONOLIAL MANOR WEST APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. Statement of Purpose.

The Articles of Incorporation of COLONIAL MANOR WEST APARTMENTS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, pursuant to and incorporated in accordance with the laws of the State of Florida, were filed in the office of the Secretary of State on the 12th day of September, 1969, and has been so organized for the purpose of administering and managing certain Condominium apartments on the following described real property, to wit:

Lots Eight (8), Nine (9), and Ten (10), of Block Three (3), of SUNRISE SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 42, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

1. The office of the Association shall be located at 2424 N. E. 9th Street, Fort Lauderdale, Florida.
2. The Association shall be operated on a calendar year basis.
3. The seal of the Association shall bear the name of the corporation, and shall indicate that the said corporation is one not for profit.

ARTICLE II. Members.

1. The annual meeting of the membership shall be held at the office of the corporation at ten o'clock A.M., on the 2nd day of January of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if same is a legal holiday the meeting shall be held at the same hour on the next day.
2. 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 notice and request from twenty-five or more members entitled to cast votes of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President, or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

BR 4100 11387

EXHIBIT IV.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

Votes required to transact business. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes, or of the certificate of incorporation, or of these by-laws, that different vote is required, in which case such expressed provision shall govern and control the decision of such question.

5. The vote of the owners of a condominium unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the condominium unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

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

8. The agenda at the annual members' meetings shall be as follows:

- 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. Nomination and election of directors.
- h. New business.

ARTICLE III. Directors.

1. The Board of Directors will consist of representatives of the existing membership and each member of the Board of Directors shall be an owner of an apartment or an interest therein, but in no event shall the Board of Directors consist of less than three persons, nor more than 28, the exact number to be determined by the members at the annual meeting; directors shall be elected by a plurality of votes cast at the annual meeting of the members of the Association.

2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors who shall hold office for

the unexpired term in respect to which such vacancy occurred. Upon the sale by a member of the Board of Directors of his Unit, his term of office as Director shall immediately terminate.

3. Directors may be removed for cause by an affirmative vote of a majority of the members of the Association. No director shall continue to serve on the Board, if, during his term of office, his certificate of membership shall be terminated for any reason whatsoever.

4. The term of each director's tenure shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until he is removed for cause as heretofore provided.

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

6. Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of two-thirds of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

7. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board 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 which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the present of such director for the purpose of determining a quorum.

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

9. Directors and officers, as such, shall receive no salary, or other compensation for their services.

ARTICLE IV. Powers and Duties of the Board of Directors.

1. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of reservations and restrictive covenants which govern the use of the land, and shall include but shall not be limited to the following:

- a. To make and collect assessments against members to defray the costs of the condominium.
- b. To use the proceeds of assessments in the exercise of powers and duties.
- c. The maintenance, re, ir, replacement and operation of the condominium property.
- d. The reconstruction of improvements after casualty and the further improvement of the property.
- e. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by a vote of 80% of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.
- f. To enforce by legal means the provisions of the condominium documents, the articles of incorporation, the by-laws of the Association, and the regulations for the use of the property in the condominium.
- g. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.
- h. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.
- i. To carry insurance for the protection of apartment owners and the Association against casualty and liability.
- j. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
- k. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

ARTICLE V: Officers.

1. The executive officers of the corporation shall be a President, who shall be a Director; a Vice-President, (who need not be a Director); a Treasurer, a Secretary and an Assistant Secretary; all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of 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.

REC 4100 REC 930

The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; he shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform all like duties of the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings, of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, shall affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

ARTICLE VI. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Reservations and Restrictive Covenants and Articles of Incorporation shall be supplemented by the following provisions:

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

2. Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

- a. Maintenance and operation of general common areas.
- b. Utility services.
- c. Casualty insurance.
- d. Liability insurance.

- e. Administration.
- f. Individual apartment expense budget is to be assessed to each apartment.
- g. Apartment building expense including but not limited to building maintenance and repair, casualty insurance and liability insurance.

3. Copies of the Budget and proposed assessments shall be transmitted to each member on or before one (1) month preceding the year for which the Budget is made.

4. The Association depository shall be any bank or banks designated by the Board of Directors and withdrawal of funds of the Association from such accounts shall be only by a check executed by such persons as are authorized by the Board of Directors.

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

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

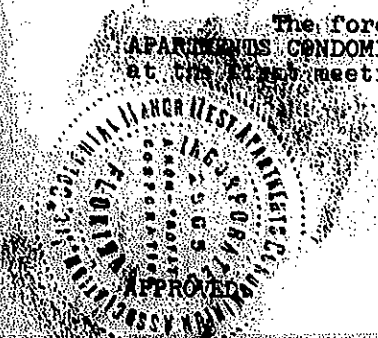
2. Such notice shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed not less than ten (10) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

3. A resolution adopting a proposed amendment must receive approval by 80% of the entire membership of the Board of Directors, and by 80% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

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

5. **Effective Date.** An amendment when adopted shall become effective only after being recorded in the public records of Broward County, Florida.

The foregoing by-laws were adopted by COLONIAL MANOR WEST APARTMENTS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, at the last meeting of the Board of Directors.



N. C. Ostroff
 N. C. Ostroff, Secretary

Albert C. Ostroff
 A. C. Ostroff, President
 a/k/a Albert C. Ostroff

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RULES AND REGULATIONS

1. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.
2. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways and other project areas and facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind.
3. No resident of the project shall post any advertisements, or posters of any kind, in or on the project except as authorized by the Association.
4. An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
5. No unit owner shall make any alteration in the portions of improvements of the condominium which are maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit.
6. An owner shall not make structural modifications or alterations in his unit, or installations located therein, without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, and obtaining written consent therefor.
7. All the repairs of internal installations of the unit, such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
8. An owner shall permit other owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.
9. Every owner must perform promptly all maintenance and repair work within his own apartment, which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
10. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units on the exterior of the project or that protrude through common elements or the roof of the project.
11. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and facility damaged through his fault.
12. Apartments shall not be used for a school, or to give instructions in music or singing, or for any other professional,

commercial or gainful purpose, and said apartments shall not be offered for sale or for lease by placing notices on any door, window or wall of the building.

13. It is prohibited to hang garments, or rugs from the windows or facades of the project.

14. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.

15. The pool shall be used only by residents and guests during such hours and under such conditions which will not annoy other residents.

16. Visitation by children under twelve years of age shall be permitted for a period of time not to exceed two weeks out of any period of three months.

17. Developer shall have the privilege of placing a sign in front of the building until all Units have been sold.

State of Florida

Secretary of State



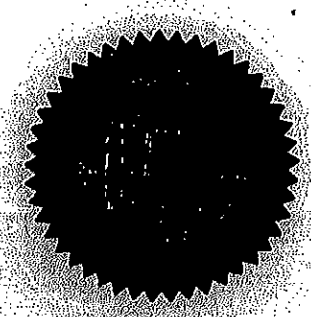
I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

COLONIAL MANOR WEST APARTMENTS

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 12th day of September,
A.D., 1969 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 15th day of September,
A.D. 1969.



Tom Adams
Secretary of State

ARTICLES OF INCORPORATION
OF
COLONIAL MANOR WEST APARTMENTS
CONDOMINIUM ASSOCIATION, INC.
(A Non-profit corporation)

FILED
SEP 12 1968
CLERK
TALLAHASSEE

We, the undersigned, hereby associate ourselves for the purpose of becoming and forming a body corporate, and not for profit, under the Laws of the State of Florida, under and by virtue of the following Articles of Incorporation.

ARTICLE I.

The name of this corporation shall be COLONIAL MANOR WEST APARTMENTS CONDOMINIUM ASSOCIATION, INC.; it shall be located at 2424 N. E. 9th Street, Fort Lauderdale, Florida.

ARTICLE II.

The general nature of the business and the purposes or purpose for which the corporation is organized are:

1. To hold, own, or otherwise acquire the common elements of the condominium property as defined by the Florida Condominium Act, Chapter 711, Florida States, as amended, and herein legally described as follows:

Lots Eight (8), Nine (9) and Ten (10), of Block Three (3), of SUNRISE SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 42, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

and to operate and manage said "Condominium Property" on a non-profit basis for the benefit of its members.

2. To assist its members or any of them, or any lawful occupants by performing and providing services, facilities and benefits connected with condominium management and ownership and exercise all the rights, powers and privileges and immunities conferred on corporations by or under Chapter 617, Florida Statutes, relating to corporations not for profit, and to do any and all of the things hereinafter and hereinbefore set forth to the same extent that natural persons might or could do.

3. The powers which this corporation may exercise shall be any and all powers necessary and reasonably required in the operation of the corporation and those set forth in the articles of incorporation, and those which are conferred by law. Nevertheless, the objects and purposes herein enumerated shall in no way, except where specifically provided, limit the power of this corporation.

ARTICLE III.

The corporation formed hereby shall have no capital stock, and shall be composed of members rather than stockholders.

The documents creating the condominium provide for the ownership, operation, management, maintenance and use of thirty-six (36) apartments within the property together with certain

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other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof, and each of the thirty-six units of the condominium shall have one voting membership and one vote per unit.

ARTICLE IV.

The conditions and regulations of membership and the rights or other privileges of the classes of members shall be determined and fixed by the by-laws which are to be attached to and made a part of Colonial Manor West Apartments Declaration of Condominium, and to be recorded in the public records of Broward County, Florida.

ARTICLE V.

The corporation is to have perpetual existence.

ARTICLE VI.

The name and residence of each subscriber of these articles of incorporation is:

A. C. Ostroff	2001 S. Ocean Drive	Hollywood, Florida
N. C. Ostroff	1334 Monroe Street	Hollywood, Florida
Jordan Joslin	525 S. 21st Avenue	Hollywood, Florida

ARTICLE VI.

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three members, the exact number of which is to be fixed in accordance with the provisions of the by-laws of this corporation. Directors shall be elected at the annual meeting of the membership of the Association and shall hold office for the term of one year or until their successors are elected and have qualified. The names and residences of the first Board of Directors who shall hold office until their successors are elected at the first election, are:

A. C. Ostroff	2001 S. Ocean Drive	Hollywood, Florida
N. C. Ostroff	1334 Monroe Street	Hollywood, Florida
Jordan Joslin	525 S. 21st Avenue	Hollywood, Florida

Said Board of Directors named in these articles of incorporation shall hold office as such until all but the last apartment shall have been sold, or for two years from the date of recording the Declaration of Condominium, whichever date shall be the shortest.

ARTICLE VIII.

The Board of Directors at its first meeting after each annual meeting of members shall elect by a majority vote, a President, one or more Vice-Presidents, and shall elect a Secretary and a Treasurer, all of whom shall be members, but only the President need be a member of the Board. The Board of Directors may choose additional Vice-Presidents and one or more Assistant Secretaries and Assistant Treasurers. Any person otherwise qualified may hold any two offices, except that no one person shall hold the job of President and Secretary.

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The By-laws shall fix the election, removal, duties and privileges of the officers of the corporation.

The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

The officers of the corporation shall hold office until their successors are chosen and qualify in their stead.

Any officers elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

ARTICLE IX.

New by-laws may be adopted or by-laws of the corporation may be amended or repealed by 80% of the fee owners and all of the mortgagees at a regular or special meeting after ten days written notice prior to the date of the meeting has been given to each member, together with the proposed amendment.

ARTICLE X.

The name and residence of each of the officers who shall hold office for the first year of the corporation's existence or until their successors are elected or appointed and have qualified, and the office each shall hold, is as follows:

A. C. Ostroff	2001 S. Ocean Drive Hollywood, Florida	President
N. C. Ostroff	1334 Monroe Street Hollywood, Florida	Secretary and Treasurer
Jordan Joslin	525 S. 21st Avenue Hollywood, Florida	Vice-President

ARTICLE XI.

The corporation reserves the right to amend, alter, change or repeal any provision contained in these articles of incorporation in the manner now or hereafter prescribed by Statute, and all rights conferred upon members herein are granted subject to this reservation, it being provided, however, that said reserved right to amend, alter, change or repeal may be exercised only with the approval of 80% of the fee owners and all of the mortgagees at a regular or special meeting after ten days written notice prior to the date of the meeting has been given to each member, together with the proposed amendment.

ARTICLE XII.

Owners of apartment units in the condominium shall be personally liable for any and all assessments against them as provided for in the condominium declaration, but no member shall be personally liable for corporate debts to any extent whatsoever. In the event any assessments, special or regular, be collected during any fiscal year for operating expenses and as a result thereof

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there shall remain a surplus or excess, it may be either refunded to the Unit Owners or credited to the Unit Owner's specific account to reduce the forthcoming year's assessments against the said unit; either alternative to be at the election and decision of the Board of Directors. In the event that the said excess or surplus not be refunded, it is clearly understood that said sums represent a corporate liability and that said surplus or excess sums are moneys due and owing to the said unit owners, and will be used to reduce the next year's assessments against said units. In no event shall the surplus or excess sums be construed as income to the said corporation, but a liability of the corporation in favor of the said unit owners in their proportionate share.

ARTICLE XIII.

The principal offices of this corporation shall be located in Fort Lauderdale, Florida.

IN WITNESS WHEREOF, We, the undersigned, being each of the incorporators hereinbefore named for the purpose of forming a corporation, not for profit, in pursuance of Chapter 617, Florida Statutes, do make these articles of incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly, have hereunto set our hands and seals this 9th day of September, A. D., 1969.

A. C. Ostroff (SEAL)
a/k/a A. C. Ostroff
Jordan Joslin (SEAL)
Jordan Joslin (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD }

I HEREBY CERTIFY that on this day personally appeared before me, a notary public in and for the State of Florida, A. C. OSTROFF, N. C. OSTROFF and JORDAN JOSLIN, who constitute all of the subscribers to the foregoing articles of incorporation, and are known to me personally to be such, and they acknowledged before me the said articles to be their act and deed, and that the facts stated therein are truly set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 9th day of September, A. D., 1969.

Notary Public
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Jan. 18, 1972
Bonded By American Fire & Casualty Co.

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

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