

This instrument was prepared by:
Robert Rubinstein
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF RECORDING THE RESTATED
DECLARATION OF CONDOMINIUM FOR
MEADOWBROOK LAKES VIEW BUILDING B,
THE RESTATED ARTICLES OF INCORPORATION
AND BYLAWS OF
MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Meadowbrook Lakes View Condominium Association, Inc. (hereinafter “Association”) is the Florida not for profit corporation required by the Condominium Act to operate and maintain Meadowbrook Lakes View Building B, as recorded in the Official Records Book and Pages of the Public Records of Broward County, Florida, as indicated below:

<u>Condominium</u>	<u>Official Records Book</u>	<u>Page No.</u>
Meadowbrook Lakes View Building B	9122	404

and;

WHEREAS, the Association is required by Florida Statutes, Section 718.111(12)(a), to maintain copies of the Declarations of Condominiums, the Articles of Incorporation and the Bylaws of the Association, which are Exhibits to said Declarations of Condominiums (hereinafter collectively “Governing Documents”), as recorded in the Broward County Public Records, as part of the Association’s Official Records pursuant to said statute; and

WHEREAS, the Association has created and attached hereto a set of Restated Documents (hereinafter “Restated Documents”), containing the original Governing

Documents and all amendments thereto to date, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents; and

WHEREAS, the Association is desirous of recording the Restated Documents in order to have the most up to date and consolidated version of the Governing Documents available in an easy to read format for prospective and current owners, and in order to be able to utilize the Restated Documents as part of its Official Records, as required by said statute and Rule 61B-23.002(5)(c), Florida Administrative Code;

NOW, THEREFORE, the Association files the attached Restated Documents as its Official Governing Documents and reference to previously recorded Governing Documents thereto is not required to obtain the accurate text.

IN WITNESS WHEREOF, we have set our hands and seals this 10 day of May, 2021.

WITNESSES:

**MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.**

Sign Ralph Cascone
Print RALPH CASCONI

By JEAN-C. RICHARD
_____, President

Sign Gaston L. Pellerin
Print GASTON L. PELLERIN

135 SE 3rd Avenue
Dania Beach, FL 33004

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of MAY 2021, by JEAN-CHARLES RICHARD, as President of Meadowbrook Lakes View Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. He/she is personally known to me or has produced FL DRIVER LICENSE (type of identification) as identification and did take an oath.

Personally Known _____
Produced Identification X
FL DRIVER LICENSE
Type of Identification _____

NOTARY PUBLIC, STATE OF FLORIDA

Natalie Sassine
Print Name: NATALIE SASSINE
My Commission Expires: _____



NATALIE SASSINE
Commission # HH 040615
Expires September 9, 2024
Bonded Thru Budget Notary Services

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.

• 625 N FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401

RESTATED

DECLARATION OF CONDOMINIUM

MEADOWBROOK LAKES VIEW BUILDING B

A Condominium

MADE this 29 day of April, 1980 by MEADOWBROOK LAKES, INC., a Florida corporation, herein called "Developer", for itself, its successors, grantees and assigns.

DECLARATION

The Developer makes the following declaration:

I. PURPOSE: This Declaration submits the MEADOWBROOK LAKES VIEW BUILDING B apartment building and the land on which it is located, to a condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended, herein called the Condominium Act.

(1) Name and Address: The name by which this condominium apartment building is to be identified is MEADOWBROOK LAKES VIEW BUILDING B, a condominium and its address is: 111 S.E.3rd Avenue, Dania, Florida.

(2) The Condominium Land, Survey, Plot Plan and Improvements: The lands owned by the Developer which are hereby submitted to the condominium form of ownership are located in Broward County, Florida and are as legally described in Exhibit A-1 attached hereto and made a part hereof.

II. The terms used herein, or in the Exhibits attached hereto shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires.

(1) Residence, Apartment or Dwelling Unit: Residence, apartment or dwelling unit as the term is used herein, shall mean and comprise the separate and numbered apartment units which are designated in Exhibit A-2 to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the upper top ceilings of each dwelling unit and further, excluding all spaces and improvements lying beneath walls, and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to apartment dwelling units and common elements.

(2) Common Elements: Common elements as the term is used herein shall mean and comprise all of the real property, improvements and facilities of the condominium other than the apartment dwelling units as the same are defined herein, all of which are more particularly described and set forth in Exhibit A-1. Common elements shall include easements through apartment dwelling units for all conduits, pipes, plumbing, wiring and all other facilities for the

furnishing of utility services to apartment dwelling units and common elements and easements of support in every portion of an apartment dwelling unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such apartment dwelling units.

III. COMMON AREA BUILDING B: "Common Area Building B" is hereby defined as being certain property, title to which is held by the condominium association for the use and benefit of MEADOWBROOK LAKES VIEW BUILDING B, a condominium and all other condominiums to be constructed in the area legally described and set forth on Exhibit A-6 attached hereto and made a part hereof and which is known as MEADOWBROOK LAKES VIEW VILLAGE. Common Area Building B includes roadways utilized for ingress or egress to the condominium property as well as to other contiguous property. The easements are hereby reserved for the exclusive use, benefit and enjoyment of the owners of property within MEADOWBROOK LAKES VIEW BUILDING B, and the owners of property within all other condominiums to be constructed in MEADOWBROOK LAKES VIEW VILLAGE. Such use includes the owners of property along with their lessees, licensees, invitees and the holders of bona fide mortgages thereon, the Developers and their successors and assigns, the personnel of the police and fire departments and other governmental agencies and service companies having valid jurisdiction over MEADOWBROOK LAKES VIEW VILLAGE while engaged in the performance of their respective functions, and other utility services as hereinafter provided and other utility services as more specifically set forth in the documents attached hereto and made a part hereof. It is contemplated that other condominium buildings shall be constructed in the MEADOWBROOK LAKES VIEW VILLAGE complex and along with and contiguous to each condominium shall be an additional "Common Area". Each "Common Area" shall be designated as "Common Area Building A", "Common Area Building B", "Common Area Building C", "Common Area Building D", and "Common Area Building E". Each common area shall be owned by the condominium association, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. for the benefit of the members of the condominium association. Each owner of a condominium apartment unit shall have the right to complete use and free access, including easements of ingress and egress, over all of the "Common Areas" in MEADOWBROOK LAKES VIEW VILLAGE. SEE EXHIBIT A-3.

(1) Recreation Area I: Recreation Area I specifically described and set forth in Exhibit A-4. Recreation Area I shall be deeded to the MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. simultaneously with the recording of the Declaration of Condominium of MEADOWBROOK LAKES VIEW BUILDING B and shall constitute a part of the Common Area of "Common Area Building B". The Recreation Area shall be for the benefit of the residents of MEADOWBROOK LAKES VIEW BUILDING B and all other condominiums constructed by the Developer in MEADOWBROOK LAKES VIEW VILLAGE. The maintenance and expenses of the Recreational Area shall be borne in accordance with the formula hereinafter set forth.

DEVELOPMENT PLAN

IV. This condominium is being developed in accordance with the survey of the land and graphic description and plot plan of improvements, constituting the condominium, identifying the apartment dwelling units, common elements, easements, Common Area Building B,

Recreation Area I, as said terms are defined herein and as are more particularly set forth in the Exhibits which are attached hereto and made a part hereof. Each apartment dwelling unit is identified by a specific number on Exhibit A-2 and no other dwelling unit bears the same designation as any other dwelling unit. Typical apartment floor plans are set forth on Exhibit A-5 attached hereto and made a part hereof.

(1) The Developer is the owner of the fee simple title to the real property contiguous to this condominium. The real property is a part hereof. This Exhibit is the proposed site plan of all condominium buildings to be constructed in MEADOWBROOK LAKES VIEW VILLAGE which is a multi-phase condominium project. All of such condominium buildings are being developed under a common plan as set forth herein. The site plan is a proposed site plan of the location of additional condominiums which the Developer may construct. Each parcel submitted to condominium form of ownership pursuant to this common plan shall constitute a separate condominium property, but all of the condominiums within "MEADOWBROOK LAKES VIEW VILLAGE" shall be operated and governed by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereinafter designated and referred to as "The Association". All of the condominiums developed under the common plan may be referred to collectively as "MEADOWBROOK LAKES VIEW VILLAGE". All owners of condominium apartment dwelling units within "MEADOWBROOK LAKES VIEW VILLAGE" shall have the right to use and enjoy all the common elements and common areas and recreation areas appurtenant to any and all condominiums within "MEADOWBROOK LAKES VIEW VILLAGE", notwithstanding that such common elements and common areas may be located in another "Common Area" in said "MEADOWBROOK LAKES VIEW VILLAGE". The legal description above referred to in the site plan on Exhibit A-6 would have excluded from it the property submitted for condominium ownership under this Declaration of Condominium as well as the Recreational Area and Common Area.

(2) Each condominium in MEADOWBROOK LAKES VIEW VILLAGE shall be charged with a portion of those costs and expenses (herein referred to as Village Costs) and more particularly hereinafter defined, incurred by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, in connection with those facilities and amenities of the entire village of MEADOWBROOK LAKES VIEW VILLAGE, such as by way of illustration and not in limitation thereof, the maintenance, costs and expenses of maintaining and operating Recreational Area I, the maintenance of the roadways and easements for ingress and egress, any street lighting facilities, any security services which may from time to time be employed by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., any expenditures, capital or otherwise utilized in connection with the lawn and grass maintenance, irrigation systems and/or maintenance of the lake and any other cost and expenses necessary to maintain "Common Area Building A", "Common Area Building B", "Common Area Building C", "Common Area Building D" and "Common Area Building E". The portion of such costs to be paid by each condominium shall be a fraction; the numerator of which shall be one and the denominator of which shall be the total number of condominium buildings which may be constructed under the Development Plan as set forth in Article IV hereinabove, all of which shall be located in "MEADOWBROOK LAKES VIEW VILLAGE" which is legally described and set forth on Exhibit A-6 attached hereto and designated as the MEADOWBROOK LAKES VIEW Site Plan Buildings A-E. Each apartment dwelling unit in each separate condominium shall be charged with the condominium's share of expenses in accordance with said

apartment dwelling unit's percentage of ownership interest in the common elements which are described and set forth on Exhibit "B" entitled OWNERSHIP INTEREST IN COMMON ELEMENTS, attached hereto and made a part hereof. Assessments and provisions of Article XXXVII hereinafter set forth shall apply.

(3) The common expenses incurred by each separate condominium in "MEADOWBROOK LAKES VIEW VILLAGE" shall be paid to the MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. Each unit owner within a particular condominium shall only be responsible for paying his proportionate share of the common expenses of said condominium which shall equal his percentage of ownership interests in the common elements of the condominium which is described and set forth on Exhibit "B" entitled "OWNERSHIP INTEREST IN COMMON ELEMENTS", attached hereto and made a part hereof. No condominium in "MEADOWBROOK LAKES VIEW VILLAGE" shall be responsible for paying any share or portion of expenses incurred by any other condominium. Each condominium shall be solely responsible for the expenses incurred by it plus its proportionate share of the village costs.

(4) Nothing contained in this Declaration of Condominium shall constitute an obligation or representation by Developer that additional condominiums shall be constructed on property contiguous thereto. The Development Plan contemplates the construction of additional condominiums, but no representation is herein made that such additional condominiums, shall in fact be developed and constructed.

(5) A specific easement of ingress and egress is hereby granted by the Developer to apartment dwelling units in MEADOWBROOK LAKES VIEW BUILDING B across the common area of "Common Area Building E" to Recreational Area Parcel I.

RESTRICTION AGAINST FURTHER SUBDIVIDING OF APARTMENTS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY

V. No apartment dwelling unit may be divided or subdivided into a small apartment dwelling unit or smaller apartment dwelling units than as shown on Exhibits attached hereto, nor shall any apartment dwelling unit, or portion thereof, be added to or incorporated into any other apartment dwelling unit. The undivided interest in the common elements declared to be an appurtenance to each apartment dwelling unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said apartment dwelling unit, and the undivided interest in common elements appurtenant to each apartment dwelling unit shall be deemed conveyed, devised, encumbered or otherwise included with the apartment dwelling unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such apartment dwelling unit. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon, an apartment dwelling unit shall be null, void and of no effect insofar as the same purports to affect any interest in an apartment dwelling unit and its appurtenant undivided interest in common elements, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire apartment dwelling unit. Any instrument conveying, devising, encumbering, or otherwise dealing with any apartment dwelling unit which describes said apartment dwelling unit by the apartment dwelling unit number assigned

thereto in Exhibit A-2 without limitation or exception, shall be deemed and construed to affect the entire apartment dwelling unit and its appurtenant undivided interest in the common elements. Nothing herein contained shall be construed as limiting or preventing ownership of any apartment dwelling unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS, COMMON AREAS AND RECREATIONAL AREA

VI. The common elements and common areas and the recreational area shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement, which said easement is hereby created, in favor of all of the owners of apartment dwelling units in the condominium and in favor of all of the owners of apartment dwelling units in all condominiums created pursuant to and for the purposes provided in the "Development Plan" set forth in Article IV hereof within MEADOWBROOK LAKES VIEW VILLAGE for their use and the use of their immediate families, guests and invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this Article; the MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., herein identified, shall have the right to establish the rules and regulations governing the uses and enjoyment of all such common elements and pursuant to which the owner or owners of any apartment dwelling units may be entitled to exclusive use of any area or space or spaces.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENT

VII. In the event that any apartment dwelling unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the apartment dwelling unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such apartment dwelling unit shall exist for the continuance of such encroachment unto the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment dwelling unit, then an easement shall exist for the continuance of such encroachment of the common elements into any apartment dwelling unit for so long as such encroachment shall naturally exist.

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

VIII. Recognizing that the proper use of an apartment dwelling unit by any owner of owners is dependent upon the use and enjoyment of the common element in common with the owners of all other apartment dwelling units, and that it is in the interest of all owners of apartment dwelling units that the ownership of the common element be retained in common by the owners of apartment dwelling units in the condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each dwelling unit shall remain undivided and no owner of any apartment dwelling unit shall bring or have any right to bring any action for partition or division.

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
APPURTENANT TO EACH DWELLING UNIT

IX. The undivided interest in common elements appurtenant to each apartment dwelling unit is specifically set forth on Exhibit B attached hereto and made a part hereof. Likewise, each apartment dwelling unit shall have appurtenant thereto the same undivided interest in and to the common elements, subject, however, to the exclusive right of use of the common element or elements which may be appurtenant to a particular apartment dwelling unit.

EASEMENT FOR AIR SPACE

X. The owner of each apartment dwelling unit shall have an exclusive easement for the use of the air space occupied by said apartment dwelling unit as it exists at any particular time and as said apartment dwelling unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

EASEMENTS AND CROSS EASEMENTS

XI. Inasmuch as the condominium constitutes on phase of a multiphase project, there are hereby created easements in favor of any other condominiums which may be constructed as a part of the "Development Plan" in "MEADOWBROOK LAKES VIEW VILLAGE" and the owners of property therein, as well as for the Developer for ingress and egress which easements may be necessary to provide power, electric, telephone, sewer, water and other utility services and lighting facilities, irrigation, security service and facilities in connection therewith, and the like. Developer, for itself, its nominees, and the Association herein described, reserves the right to impose upon the common elements and common areas henceforth and from time to time such easements and cross easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for, the Condominium and future condominiums which may be constructed in "MEADOWBROOK LAKES VIEW VILLAGE".

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

XII. In order to provide for the efficient and effective administration of the condominium by the owners of apartment dwelling unit, and particularly in conjunction with other condominiums within "MEADOWBROOK LAKES VIEW VILLAGE" and which may be constructed in the future in "MEADOWBROOK LAKES VIEW VILLAGE: as has more fully been set forth in Article IV above, a non-profit corporation known and designated as MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. (heretofore referred to as "the Association") has been organized and said corporation shall administer the operation and management of the condominium and other condominiums and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and covenants and restrictions promulgated by the Association from time to time. A true copy of said Articles of Incorporation, By-Laws, and covenants and restrictions are annexed hereto and expressly made a part hereof as Exhibits C and D respectively. The owner or owners of each apartment dwelling unit shall automatically become

members of the Association upon his, their or its acquisition of an ownership interest in title to any apartment dwelling unit and its appurtenant undivided interest in common elements, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such apartment dwelling unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any apartment dwelling unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment dwelling units, common elements as the Board of Directors of the Association may deem to be in the best interests of the condominium.

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO APARTMENT DWELLING UNITS

XIII. Each apartment dwelling unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any apartment dwelling unit shall permit use of the same for transient, hotel or commercial purposes, provided, however, that so long as the Developer shall retain any interest in the condominium, it may utilize an apartment dwelling unit or apartment dwelling units of its choice from time to time, for sales office, dwelling units in said condominium. Still further, the Developer may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all apartment dwelling units in all condominiums located in the area known as "MEADOWBROOK LAKES VIEW VILLAGE" have been sold, this Developer's right of commercial usage shall immediately cease. The use of an apartment is hereby limited to permanent residents sixteen years of age or older, and no person shall be permitted to reside in an apartment who is under the age of sixteen years. Inasmuch as the MEADOWBROOK LAKES VIEW CONDOMINIUM community is designed and attended as an adult community, to provide housing primarily for residents who are fifty-five years of age or older, notwithstanding anything to the contrary herein, subject to all local ordinances, as they may be amended from time to time, at least one person over the age of fifty-five years of age must be a permanent occupant of each residence, while any person occupies said residence. Persons under the age of fifty-five and more than sixteen years of age may occupy and reside in a residence as long as at least one of the occupants is over the age of fifty-five years.

The Board shall have the authority to make such capital improvements upon the common properties in order to provide facilities or services specifically designed to meet the physical or social needs of older person.

USE OF APARTMENT DWELLING UNITS, COMMON
ELEMENTS, COMMON AREAS AND RECREATION AREAS
SUBJECT TO RULES OF ASSOCIATION

XIV. The use of common elements, common areas and recreation areas by the owner or owners of all apartment dwelling units and all other parties authorized to use the same, and the use of all apartment dwelling units by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association.

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES,
RESTRICTIONS AGAINST NUISANCES, ETC.

XV. No immoral, improper, offensive or unlawful use shall be made of any apartment dwelling unit or of the common elements, nor any part hereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed. No owner of any apartment dwelling unit shall permit or suffer anything to be done or kept in his apartment dwelling unit, or on the common element, which will increase the rate of insurance on the condominium or which will obstruct or interfere with the rights of other owners or occupants of other apartment dwelling units or annoy them by unreasonable noises nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of an apartment dwelling unit or which interferes with the peaceful possession and proper use of any other apartment dwelling unit or the common element.

RIGHT OF ENTRY INTO APARTMENT DWELLING UNIT
IN EMERGENCIES

XVI. In case of any emergency originating in or threatening any apartment dwelling unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association, or any other person authorized by it, or the area superintendent or managing agent, shall have the right to enter such apartment dwelling unit for purposes of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry, in the event of any such emergency, the owner of each apartment dwelling unit if required by the Association, shall deposit under the control of the Association, a key to such apartment dwelling unit.

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

XVII. Whenever it is necessary to enter any apartment dwelling unit for the purpose of performing any maintenance, alteration or repair to any portion of the common element, the owner of each apartment dwelling unit shall permit other owners or their representatives or the duly constituted and authorized agent of Association, to enter such apartment dwelling unit, constituting an appurtenance to any such apartment dwelling unit, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY APARTMENT DWELLING UNIT

XVIII. No owner of an apartment dwelling unit shall permit there to be made any structural modifications or alterations in such apartment dwelling unit without first obtaining the written consent of "Association", which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner be detrimental to the condominium in part or in its entirety. If the modification or alteration desired by the owner of any apartment dwelling unit involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting common elements located therein. No owner shall cause any terrace or balcony abutting his apartment dwelling unit to be enclosed or cause any improvements or changes to be made to the exterior of the apartment dwelling units, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the condominium, or in any manner change the appearance of any portion of the building not within the walls of such apartment dwelling unit, without the written consent of Association being first had and obtained.

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

XIX. Association shall have the right to make or cause to be made such alterations or improvements to the common elements, provided the making of such alterations and improvements are approved by the Board of Directors of said Association and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of apartment dwelling units subject to assessments as hereinafter set forth. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of an apartment dwelling unit requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the apartment dwelling unit or apartment dwelling units exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

MAINTENANCE AND REPAIR BY OWNERS

XX. Every owner must keep and maintain his apartment dwelling unit, its equipment and appurtenances, in good repair, order, condition and must perform promptly all maintenance and repair work within his apartment dwelling unit which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing Plan of Development, being expressly responsible for the damages and liability which its failure to do so may endanger. Notwithstanding anything contained in this Declaration, the owner of each apartment dwelling unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators,

fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light power, air conditioning and heating, telephone, sewage and sanitary service which may now or hereafter be situated in his apartment dwelling unit. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain in his apartment dwelling unit. Such owner shall be responsible for pest and termite control to the extent, and with a company or companies approved by Association. Wherever the maintenance, repair and replacement of any items, for which the owner of an apartment dwelling unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair, or replacements, except that the owner of such apartment dwelling unit shall be, in said instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. Any terrace or balcony attached to the apartment dwelling unit must be maintained by the owner and kept in a neat, trim condition; similarly any courtyard or other garden area appurtenant to the dwelling, must be maintained by owner and kept in a neat, trim condition. It is expressly understood that there are appurtenant to some apartment dwelling units air conditioning equipment which may be located upon the roofs appurtenant to the units. An easement is hereby reserved in favor of each such unit for the purpose of maintenance, repair or replacement of the said air conditioning equipment by the respective owners as required hereinabove.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS, COMMON AREAS AND RECREATIONAL AREAS BY ASSOCIATION

XXI. Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements, common areas and recreational areas, except, as expressly provided above, more particularly in Article XX hereof, including, but not limited to all pipes, conduits, wiring, plumbing and other facilities for the furnishings of utility services which are contained in the portions of the residence contributing to the support of the building or within interior boundary walls and all such facilities within an apartment dwelling unit which services other parts of the condominium other than said apartment dwelling unit, and as to the structure constituting the apartment dwelling units, the responsibility of the Association for maintenance, repair and replacement shall be limited to painting of all exterior walls as needed, painting and/or staining of exterior woodwork as needed. Roof maintenance which shall mean and is limited to cleaning of roof as needed, replacing roof tiles as needed and repairing cause of leaks and any damage to common elements arising therefrom. Should any incidental damage be caused to any apartment dwelling unit by virtue of any work which may be done or caused to be done by Association in the maintenance, repair, or replacement of any common elements, the Association shall at its expense, repair such incidental damage.

PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF
APARTMENT DWELLING UNIT AND SEPARATE INSURANCE
COVERAGE, ETC.

XXII. The owner of each apartment dwelling unit may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverages against personal liability for injury to the person or property of another while within such owner's apartment dwelling unit or upon the common elements, common areas or recreational area. All such insurance obtained by the owner of each apartment dwelling unit shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of apartment dwelling units, Association, and the respective servants, agents and guests of said other owners and Association. Risk of loss of damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the common elements) belonging to or carried on the person of the owner of each apartment dwelling unit, or which may be stored in any apartment dwelling unit, or in, to or upon common elements, common areas or recreational areas, shall be borne by the owner of each such apartment dwelling unit. All furniture, furnishings and personal property constituting a portion of the common elements, common area and recreational area and held for the joint use and benefit of all owners of all apartment dwelling units shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided. The owner of an apartment dwelling unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements, common area or recreational area. The owner of an apartment dwelling unit shall be liable for injuries or damages resulting from an accident in his own apartment dwelling unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION
INSURANCE TRUSTEE, APPOINTMENT AND DUTIES, USE AND
DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

XXIII. The following insurance coverage shall be maintained in full force and effect by Association covering the condominium, meaning the apartment dwelling units, common elements, common areas and recreational areas and the operation and management thereof, to wit:

A. Casualty insurance covering all of the apartment dwelling units, common elements, common areas and recreational area, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (1) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm, endorsement; and (2) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the condominium, including vandalism, malicious mischief and other such insurance coverages, as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

B. Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association and the owners of all apartment dwelling units including such insurance coverages, as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

C. Workmen's Compensation insurance to meet the requirements of laws;

D. Such other insurance coverage, other than title insurance as the Board of Directors of Association, in its sole discretion, may determine from time to time to be in the best interests of Association and the owners of all of the apartment dwelling units.

All liability insurance maintained by Association shall contain cross liability endorsements to cover liability of all owners of apartment dwelling units as a group to each apartment dwelling unit owner.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the owners of all apartment dwelling units. The cost of obtaining the insurance coverage authorized above is declared to be a common expense as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of Association and all of the owners of all apartment dwelling units, and their respective mortgagees, as their interests may appear and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as authorized agent for all of the owners of all apartment dwelling units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by Association and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by Association.

Association shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in Broward County, State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of insurance as are paid and to hold same in trust for the purposes herein stated and for the benefit of Association and the owners of all apartment dwelling units and their respective mortgages, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. The

Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of apartment dwelling units and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of Association, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to Association, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each apartment dwelling unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each apartment dwelling unit, and the respective percentages of any distribution which may be required to be made to the owner or owners of any apartment dwelling unit or apartment dwelling units, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering an apartment dwelling unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent, a distribution to the owner or owners of any apartment dwelling unit or apartment dwelling units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any apartment dwelling unit or apartment dwelling units and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of common elements and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss of or damage only to common elements, common areas or recreational areas, real or personal, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements, common area and recreational area, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the apartment dwelling units and their respective mortgages, irrespective of whether there may be exclusive right to use an area constituting a common element appurtenant to any of such apartment dwelling units, the distribution to be separately made to the owner of each apartment dwelling unit and his respective mortgagee or mortgagees as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each apartment dwelling unit and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the apartment unit to the total number of apartment units in all condominiums in "MEADOWBROOK LAKES VIEW VILLAGE". If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction

of any loss or damage, as the case may be. The monies to be deposited by Association with the Insurance Trustee, in said latter event, may be paid by Association out of its reserve for replacement fund, and if the amount in such reserve for replacement fund is not sufficient, then Association shall levy and collect an assessment against the owners of all apartment dwelling units in "MEADOWBROOK LAKES VIEW VILLAGE" and said apartment dwelling units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use an area constituting common elements which may be an appurtenance to said apartment dwelling unit.

In the event of the loss of or damage to common elements, common area and recreational area and any apartment dwelling unit or apartment dwelling units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, common area and recreational area and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any apartment dwelling unit or apartment dwelling units which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements, common area and recreational area and the apartment dwelling unit or apartment dwelling units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all apartment dwelling units, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds, when collected will not be so sufficient, then the Board of Directors of Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the common elements, common area and recreational area and the apartment dwelling unit or apartment dwelling units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common element, common area or recreational area, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any apartment dwelling unit or apartment dwelling units, then Association shall levy and collect an assessment from the owner or owners of the apartment dwelling unit or apartment dwelling units sustaining any loss or damage and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common elements, common area and recreational area and apartment dwelling unit or apartment dwelling units. In said latter event, the assessment to be levied and collected from the owner or owners of each apartment dwelling unit or apartment dwelling units sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of an apartment dwelling unit and his apartment dwelling unit shall bear the same proportion to the total assessment levied against all of said owners of apartment dwelling units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's apartment dwelling unit bear to the cost applicable to all of said apartment dwelling units sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee, in the event of the loss or damage to common elements, common area or recreational area and apartment dwelling unit or apartment dwelling units, is not an amount

which will pay for the complete repair, replacement or reconstruction of the common elements, common area and recreational area, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements, common area and recreational area before being applied to the repair, replacement or reconstruction of an apartment dwelling unit or apartment dwelling units, then the cost to repair, replace or reconstruct said common elements, common areas or recreational areas in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all apartment dwelling units in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common elements and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction of said common elements.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the Board of Directors of Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of apartment dwelling units or only by the owner or owners of any apartment dwelling unit or apartment dwelling units sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of the casualty insurance.

In the event of the loss or damage to personal property belonging to Association, the insurance proceeds, when received by the Insurance Trustee, shall be paid to Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, and should the Board of Directors of Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all apartment dwelling units and their respective mortgagee or mortgagees as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than Ten Thousand Dollars (\$10,000.00) then such sum need not be deposited with the Insurance Trustee, but rather shall be paid directly to the Association to be disbursed in accordance with the terms of this Article.

Insurance required to be purchased under the terms of this Declaration of Condominium regardless of whether such insurance is casualty insurance, public liability or workmen's compensation or any other type of insurance must be purchased from an insurance company authorized to do business in the State of Florida. Further, such insurance company must have an agent operating and doing business in Broward County, Florida. Additionally, prior to the purchase of such insurance approval in writing of the insurance company, agent and the form of the policy itself must be approved by the institutional mortgagee holding mortgages upon the apartment

dwelling unit. In the event there is more than one institutional mortgagee holding mortgages upon the apartment dwelling units, such approval must be obtained from the institutional mortgagee having the greatest number of mortgages in the condominium. The insurance provisions contained herein are covenants for the benefit of institutional mortgagees. Such insurance provisions may be enforced as covenants by said institutional mortgagees.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT OF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM OR CONDOMINIUM ASSOCIATION AS A WHOLE

XXIV. Fee simple title to certain common areas in this condominium is held and owned by the Condominium Association. It is requested that the tax assessor prorate or divide the fee simple title to the land held by the Condominium Association so that the tax bills to each apartment dwelling unit would pay their share of the taxes due upon the total lands held by the Condominium Association. By doing this, taxes upon the land owned by the Association will not be billed monthly as part of the monthly maintenance assessment to each dwelling unit, but will be billed annually to the dwelling unit. For purposes of accomplishing this, the tax assessor shall make the proration based upon the assessed values of each apartment dwelling unit so that the division is made in accordance with the ratio which the assessment of one apartment dwelling unit bears to the assessment of all the apartment dwelling units in the MEADOWBROOK LAKES VIEW VILLAGE complex. In the event that any taxing authority having jurisdiction over the condominium shall levy or assess any tax or special assessment against the condominium or the condominium association as a whole, as opposed to levying and assessing such tax or special assessment against each apartment dwelling unit and its appurtenant undivided interest in common elements, as now provided by Law, then such tax or special assessment so levied shall be paid as a common expense by Association and any taxes or special assessments which are to be so levied shall be included, wherever possible in the estimated annual budget of Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all apartment dwelling units and said apartment dwelling units, if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the condominium or the Condominium Association as a whole, instead of against each separate apartment dwelling unit and its appurtenant undivided interest in the common elements, shall be apportioned among the owners of all apartment dwelling units so that the amount of said tax or special assessments so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each apartment dwelling unit shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the assessed valuation by the tax assessor of the apartment dwelling unit bears to the total assessment valuation of all apartment dwelling units in the MEADOWBROOK LAKES VIEW VILLAGE complex. In the event that any tax or special assessment shall be levied against the condominium in its entirety, without apportionment by the taxing authority to the apartment dwelling units and appurtenant undivided interests in common elements, then the assessment by Association which shall include the proportionate share of such tax or special assessment attributable to each apartment dwelling unit and its appurtenant undivided interest in common elements shall separately specify and identify the amount of such assessment attributable to such tax or special assessment, and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any apartment dwelling unit and its appurtenant undivided interest in common elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though tax

or special assessment has been separately levied by the taxing authority upon each apartment dwelling unit and its appurtenant undivided interest in common elements.

All personal property levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the annual budget of Association.

In apportionment of any tax or special assessment in accordance with the provisions of this Article, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a common element, common area or recreational area which may be an appurtenance to any apartment dwelling unit.

ASSOCIATION'S RIGHTS OF FIRST REFUSAL WITH RESPECT TO SALE OR LEASE OF CONDOMINIUM UNITS

XXV. In order to assure a community of congenial residents and thus protect the value of the apartment dwelling units, the sale, leasing and other alienation of apartment dwelling units shall be subject to the following provisions:

Until this Declaration is terminated or until the condominium buildings are no longer tenantable, whichever first occurs, no apartment dwelling owner may dispose of an apartment dwelling unit or any interest therein by sale, lease or otherwise, except a transfer by one spouse to another without approval of the Board of Directors of the Association obtained in the manner herein provided.

The provisions of this Article shall not apply to the sale, lease or transfer of condominium units by the Developer in this Condominium.

A. With the exception of transfer of ownership of any apartment dwelling unit by one spouse to another, should the owner of any apartment dwelling unit be desirous of leasing or selling such apartment dwelling unit, Association is hereby given and granted the right of first refusal to lease or purchase such apartment dwelling unit, as the case may be, on the terms and conditions herein state, and no owner of an apartment dwelling unit shall lease or sell the same to any party without first giving Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said apartment dwelling unit on the same terms and conditions as those contained in any bona fide offer which the owner of such apartment dwelling unit may have received for the lease or purchase of his said apartment dwelling unit. Whenever the owner of any apartment dwelling unit has received a bona fide offer to lease or purchase his apartment dwelling unit (which offer shall have been accompanied by a substantial earnest money deposit hereby defined to be not less than 10% of the purchase price, as to a sale, and not less than two months rent as to a lease), and is desirous of accepting such bona fide offer, the owner of such apartment dwelling unit shall notify the Board of Directors of Association in writing by registered or certified mail sent to the offices of said corporation, or by personal delivery made to the President or Secretary of the said Association, of his desire to accept such offer for the lease or purchase of his apartment dwelling unit, stating the name, address, business, occupation or employment if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice.

Furthermore, to be deemed a valid offer, offeror shall furnish such additional personal and financial information as may be requested by the Association. If Association is desirous of exercising its option to lease or purchase said apartment dwelling unit on the same terms and condition as are contained in said bona fide offer, then Association shall notify the owner of said apartment dwelling unit desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said apartment dwelling unit, such notice to be in writing and posted by registered or certified mail to said owner within fourteen (14) days from receipt by Association of the owner's notice to said corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If Association has elected to lease or purchase such apartment dwelling unit, then upon notifying the owner of such apartment dwelling unit of its election to lease or purchase said apartment dwelling unit, Association shall execute a lease or contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of an apartment dwelling unit has notified Association as above provided of his desire to lease or sell his apartment dwelling unit, such owner shall be free to consummate such lease or sale of his apartment dwelling unit unless, within fourteen (14) days after the owner has delivered his required notice to Association, Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such apartment dwelling unit. However, in said event, the owner of said apartment shall not lease or sell said apartment dwelling unit to any party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such apartment dwelling unit in the manner above provided.

If the Board of Directors of Association shall so elect, it may cause its right of first refusal to lease or purchase any apartment dwelling unit to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of Association may cause said apartment dwelling unit to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said apartment dwelling unit in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such apartment dwelling unit. Wherever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election, as required herein, shall be executed by Association and the party approved by the Board of Directors of said corporation.

Notwithstanding anything herein contained, the conveyance of any apartment dwelling unit pursuant to any such sale shall not be effective, and title and the right of occupancy of the premises shall not be deemed to have passed to the grantee, unless and until the Association, by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the grantee; the grantee shall have assumed in writing the terms and conditions of this Declaration and the By-Laws and Rules and Regulations of the Association; and the said approval and assumption shall have been recorded among the Public Records of Broward County, Florida.

Notwithstanding the foregoing, no apartment dwelling unit shall be leased unless the terms and provisions of such lease shall provide that such apartment dwelling unit may not be subject without the prior written approval of Association being first had and obtained and any lease shall

provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of apartment dwelling units and common elements contained in this Declaration of Condominium, and with the Rules and Regulations contained or hereafter established by Association governing the use of such apartment dwelling units and common elements, and should any lessee not comply with such covenants, then Association shall be given the right to cancel and terminate such lease, all without any obligation to owner, and in said respect, the said Association shall be regarded as the Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease. NO APARTMENT MAY BE LEASED LESS THAN 120 CONSECUTIVE DAYS EACH YEAR.

B. Any owner who wishes to make a gift of his apartment dwelling unit ownership of any interest therein to any person or persons, other than the spouse of the owner, shall give to the Association not less than fourteen days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within ten (10) days after receipt of said written notice by the Association, the Association and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten days after their appointment, appoint another qualified estate appraiser to act as the third arbitrator. Within thirty days after the appointment of said arbitrator, the three arbitrators shall determine by majority vote the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the apartment dwelling unit ownership or interest therein shall expire thirty days after the date of receipt by it of such notice.

C. In the event any apartment dwelling unit owner dies leaving a Will devising his apartment dwelling unit or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and at time of death the heirs at law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the Association shall have an option (to be exercised in the manner hereafter set forth) to purchase said apartment dwelling unit ownership or interest therein either from the devisee or devisees or distributees thereof or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased owner, the Association shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or distributees or personal representatives, as the case may be. Within thirty (30) days thereafter, said devisee or devisees or distributees or personal representative, as the case may be, shall appoint a qualified real estate appraiser, to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and said devisee or devisees or distributees or personal representative, as the case may be. The Association's right to purchase the unit or interest therein at the price determined by the three

arbitrators shall expire thirty (30) days after the date of receipt by it of such notice of the personal representative of the deceased owner is empowered to sell and shall expire three months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein.

Should the interest of a unit owner of developer become subject to a mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through foreclosure, judicial sale, or voluntary conveyance in lieu thereof shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said unit may be accomplished without the prior approval of the Association, notwithstanding provisions herein to the contrary, but the Seller shall otherwise sell and the Purchaser or lessee shall take subject to the condominium documents. Anything contained in this Article XXV to the contrary notwithstanding, the Association must exercise its option as to any sale, lease or transfer or conveyance within the time period provided for herein and in the event the Association fails to do so, the lease, sale, transfer or conveyance shall be deemed approved and the Association shall issue a certificate of approval upon demand.

XXVI. ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

The Association shall, at all times, maintain a register setting forth names of the owners of all of the apartment dwelling units, and in the event of the sale or transfer of any apartment dwelling unit, to a third party, the purchaser or transferee shall notify Association in writing of his interest in such apartment dwelling unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any apartment dwelling unit. Further, the owner of each apartment dwelling unit shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any apartment dwelling unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any apartment dwelling unit may, if he or it so desires, notify Association of the existence of any mortgage or mortgages held by such party on any apartment dwelling unit, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

XXVII. AMENDMENT OF DECLARATION OF CONDOMINIUM

No amendment may be made to the Declaration of Condominium which may change the percentage of ownership in the common elements appurtenant to each apartment dwelling unit, or which may alter the basis for apportionment of assessments both for common expenses and Village costs which may be levied by the Association in accordance with the provisions hereof, unless such amendment is approved by 100% of the voting interests of the Association and 100% of the mortgagees holding first mortgages on all the condominium units in all the Condominiums

operated by the Association. For all other purposes, the Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the majority of the members of Association whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty days nor later than sixty days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than a majority of the voting interests of the Association in order for such amendment or amendments to become effective. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

REMEDIES IN EVENT OF DEFAULT

XXVIII. The owner or owners of each apartment dwelling unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any apartment dwelling unit shall entitle Association or the owner or owners of other apartment dwelling unit or apartment dwelling units to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of Association or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association or, if appropriate, by an aggrieved owner of an apartment dwelling unit;

B. The owner or owners of each apartment dwelling unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by Association.

Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment dwelling unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify and waiver by insurance companies of rights of subrogation;

C. In any proceeding arising because of an alleged default by the owner of any apartment dwelling unit, the Association, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any apartment dwelling unit be entitled to such attorney's fees;

D. The failure of Association or of the owner of an apartment dwelling unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of Association or of the owner of an apartment dwelling unit to enforce such right, provision, covenant or condition in the future;

E. All rights, remedies and privileges granted to Association or the owner or owners of an apartment dwelling unit pursuant to any terms provisions, covenants or conditions of this Declaration of Condominium or other above-mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity;

F. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provisions, covenant or condition in the future.

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO TENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM RULES AND REGULATIONS

XXIX. All present or future owners, tenants, or any other person who might use the facilities of the condominium in any manner, are subject to the provisions of this Declaration of Condominium and all documents appurtenant hereto and incorporated herewith and the mere acquisition or rental of any apartment dwelling unit, or the mere act of occupancy of any apartment dwelling unit shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ASSESSMENT, LIABILITY LIEN AND ENFORCEMENT

XXX. The Association is given the authority to administer the operation and management of the condominium, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all apartment dwelling units located in MEADOWBROOK LAKES VIEW A, MEADOWBROOK LAKES VIEW B, and all other apartment dwelling units which may be constructed in the complex known as "MEADOWBROOK LAKES VIEW VILLAGE". In order to administer properly the operation and management of the project, Association will incur, for the benefit of all of the owners of apartment dwelling units, costs and expenses which

will be continuing or non-recurring costs, as the case may be. To provide the funds necessary for such proper operation and management, the Association has heretofore been granted the right to make, levy and collect assessments against the owners of all apartment dwelling units and against said apartment units. In furtherance of said grant of authority to Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the condominium, to pay the common expenses as provided for in the foregoing Development Plan, the following provisions shall be operative and binding upon the owners of all apartment dwelling units:

A. The assessment for common expenses within MEADOWBROOK LAKES VIEW VILLAGE shall be levied in the following manner: Each condominium shall be responsible for paying its common expenses incurred in the operation of its particular condominium. Each apartment dwelling unit shall pay its proportionate share of the common expenses based upon the percentage of ownership interest in the common elements which is set forth in Exhibit "B", OWNERSHIP INTEREST IN COMMON ELEMENTS, attached hereto and made a part hereof. No condominium shall be responsible for paying the common expenses of any other condominium.

Subject to the provisions of Subparagraph "F" of the Article, "Common Surplus" meaning all funds and other assets of the Association (including excess of receipts of Association, including, but not limited to assessments, rents, profits and revenues from whatever source, over the amount of common expenses), shall be owned by each apartment dwelling unit in accordance with the percentage of ownership by such apartment dwelling unit in the common elements as set forth on Exhibit B attached hereto and made a part hereof. Said common surplus shall be held by the Association in the manner and subject to the terms, conditions and provisions hereof imposing certain limitations and restrictions upon the use and distribution of said common surplus. Except for distribution of any insurance indemnity herein provided, or termination of the condominium, a distribution of common surplus which may be made from time to time shall be made equally to the then owners of the apartment dwelling units in accordance with their percentage interest in common surplus as declared herein.

B. The assessment levied against the owner of each apartment dwelling unit and his apartment dwelling unit shall be payable in annual quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of Association.

C. The Board of Directors of Association shall establish an annual budget in advance for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium.

D. The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements and common areas and recreational area, which reserve fund shall be for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the common elements, common areas and recreational areas, as well as the replacement of personal property, which may constitute a portion of the common elements held for the joint use and benefit of all of the owners

of all apartment dwelling units. The amount to be allocated to such Reserve Fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonable necessary to anticipate the need for replacement of said common elements. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by Association, although nothing herein contained shall limit Association from applying any monies in such Reserve Fund for Replacement to meet other needs or requirements of Association in operating or managing the project in the event of emergencies, or in the event that the sums collected from the owners of apartment dwelling units are insufficient to meet the then fiscal financial requirements of Association, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor it deemed to be preferable by the Board of Directors of Association in the sole discretion of said Board of Directors.

E. The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of apartment dwelling units as a result of emergencies or for other reason placing financial stress upon the corporation.

F. All monies collected by Association shall be treated as the separate property of the said Association, and such monies may be applied by the said Association to the payment of any expense of operation and managing the condominium, the other condominiums and areas and functions under the control of the Association and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association. Monies for any assessment paid unto Association by any owner or apartment dwelling unit may be comingled with the monies paid to the Association by the other owners of apartment dwelling units within the condominium and other condominiums. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of Association, no member of said corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his apartment dwelling unit. When the owner of an apartment dwelling unit shall cease to be a member of Association by reason of the divestment of his ownership of such apartment dwelling unit, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of Association or which may have been paid to said Association by such owner, as all monies which any owner has paid to Association shall be and constitute an asset of said corporation which may be used in the operation and management of the condominium.

G. Assessments and installments on such Assessments not received by the Association on or before ten (10) days after the date when due are late and bear interest at the highest rate of interest allowed by law per annum from the date when due until paid. In addition to the above stated interest, the Association must charge an administrative late fee in the highest amount permitted by law, or such lesser amount as the Board determines, from time to time, by a duly adopted Board rule, for each installment that is paid past the due date. In addition to the above stated interest and administrative late fee, the Association must charge a non-sufficient funds

(NSF) fee in the highest amount permitted by law, or such lesser amount as the Board determines, from time to time, by a duly adopted Board rule, for each check returned from an account which has insufficient funds available to pay the full amount of the check at the time the check is deposited by the Association. The Association can only accept cashier's checks, money orders, electronic funds transfers (EFT), or automated clearing house (ACH) transfers from persons who have previously tendered an NSF check to the Association. Following the Association depositing an NSF check, the Association can no longer accept personal checks from that person, or on that person's behalf. Any payment received and accepted by the Association must be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The foregoing method of applying payments applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

H. The owner or owners of each apartment dwelling unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of an apartment dwelling unit in the condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to Association, such owner or owners of any apartment dwelling unit shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of an apartment dwelling unit may exempt himself from liability for an assessment levied against such owner and his apartment dwelling unit by waiver of the use or enjoyment of any of the common elements, or any service or services furnished to same and/or to the dwelling units or by abandonment of the apartment dwelling units or in any other manner.

J. Each owner of an apartment dwelling unit, by acceptance of a deed or instrument of conveyance for acquisition of title to an apartment dwelling unit, has covenanted and agreed that the Assessments, Special Assessments and other charges, including but not limited to, interest, late fees, non-sufficient funds fees, costs, reasonable attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, are the personal obligation of the owner of the apartment dwelling unit, a charge and continuing lien in favor of the Association, encumbering the apartment dwelling unit, and all personal property located thereon. The Association has a continuing lien on each apartment dwelling unit to secure the payment of all Assessments and Special Assessment or installments thereon and other charges, together with interest, late fees, non-sufficient funds fees, costs, reasonable attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, incurred by the Association that are incident to the collection of the Assessment, Special Assessment and other charges or enforcement of the lien, whether suit be brought or not. The lien is effective from and relates back to the recording of this original Declaration. However, as to first mortgages of record, the lien is effective as provided in Florida Statutes, Section 718.116, as same is amended or renumbered from time to time, but if no such effective date is provided, then the lien is effective from and relates back to the recording of this original Declaration. The claim of lien secures all unpaid Assessments, Special Assessments and other charges that are due and that accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as

well as interest, late fees, non-sufficient funds fees, costs, attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, incurred by the Association incident to the collection of the Assessment, Special Assessment and other charges or enforcement of the lien, whether suit be brought or not. The Association, acting through its Board of Directors, can assign its claim and lien rights for the recovery of any unpaid Assessments, Special Assessments and other charges to any third party.

K. The liability of a first mortgagee who acquires title to an apartment dwelling unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments, Special Assessments and other charges that became due prior to the first mortgagee's acquisition of title is limited to the maximum extent permitted by Florida Statutes, Section 718.116, as same is amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other owner of an apartment dwelling unit. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 718.116, as same is amended or renumbered from time to time. The Association's lien for Assessments, Special Assessments and other charges is superior to and has priority over all mortgages, liens and encumbrances, except as provided above. The sale or transfer of an apartment dwelling unit does not affect the Association's lien or the Association's right to record a lien for past due Assessments, Special Assessments, and other charges.

L. Whenever any apartment dwelling unit may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, Association, upon written request of the owner of such apartment dwelling unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such apartment dwelling unit. Such statement shall be executed by any officer of the corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and Association shall be bound by such statement.

M. In any voluntary conveyance of an apartment dwelling unit the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

N. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

O. Notwithstanding anything in this Declaration of Condominium to the contrary, it is declared that so long as the Developer shall own any of the apartment dwelling units in the condominium, Developer and the apartment dwelling units owned by him shall not be subject to assessment as provided for in this Declaration of Condominium provided that Developer shall at all times perform the commitment made in the Contract of Sale as to apartments sold in this

condominium which is set forth in Paragraph O of said Contract of Sale and further at all times is adhering to Florida Statutes 718.116(b). In the event that Developer is in default of Paragraph O of said Contract of Florida Statutes 718.116(b), then all apartment owned by the Developer as well as Developer itself, shall be assessed for all expenses called for by this Declaration of Condominium to be assessed to apartment dwelling units.

XXXI. TERMINATION

Notwithstanding anything to the contrary contained herein, in the event of fire or other casualty or disaster, which shall so destroy the apartment dwelling units in this Condominium as to require more than two-thirds of all such apartment dwelling units to be reconstructed as determined by the Board of Directors of the Association, then this Declaration and the plan of condominium ownership established herein shall terminate unless all of the owners of such apartment dwelling units agree that the said building shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all apartment dwelling units agree to reconstruct said buildings, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the plan of condominium ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the project which may then prevent the reconstruction of said apartment dwelling unit, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to Association for itself and for the benefit of the owners of all apartment dwelling units, under any insurance policy or policies then existing.

If, as above provided, this Declaration of Condominium and the Plan of Condominium ownership established herein are to be terminated, then a Certificate of a Resolution of the Board of Directors of Association to said fact and notice of the cancellation and termination hereof shall be executed by the President and Secretary of Association in recordable form, and such instrument shall be recorded in the Public Records of Broward County, Florida. Upon termination of this Declaration of Condominium, and the plan of condominium ownership established herein, all of the owners of all apartment dwelling units in said condominium shall be and become tenants in common as to the ownership of all the real property located in this condominium together with any then remaining improvements thereon. The undivided interest in such real property and remaining improvements thereon held by the owner or owners of each apartment dwelling unit shall be the percentage interest in the common elements and common area and recreational area as is set forth in Exhibit B attached hereto and made a part hereof, and the lien of any mortgage or any encumbrance upon each apartment dwelling unit shall attach, in the same order of priority, to the percentage of undivided interest of the owner of an apartment dwelling unit in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies or casualty insurance to the owners of the apartment dwelling units and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each apartment dwelling unit in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided.

Except in the event of this Declaration of Condominium and the plan of condominium ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said plan of condominium ownership may only be otherwise terminated by the unanimous consent of all of the owners of all apartment dwelling units in this condominium and all of the parties holding mortgages, liens or other encumbrances against any of said apartment dwelling units in which event, the termination of the condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the plan of condominium ownership established herein shall be executed in writing by all of the aforementioned parties and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

In the event of the termination of condominium as above provided, any exclusive right to use any area constituting common areas and recreational areas and which may be an appurtenance to any apartment dwelling unit shall automatically become a part of the apartment dwelling unit to which it is appurtenant.

**XXXII. RIGHTS OF DEVELOPER TO SELL OR LEASE APARTMENT DWELLING
UNITS OWNED BY IT FREE OF RIGHT OF FIRST REFUSAL: RIGHTS
OF DEVELOPER RELATIVE TO THE DIRECTORS OF ASSOCIATION AND
CERTAIN APARTMENT DWELLING UNITS**

So long as Developer shall own any apartment dwelling unit the said Developer shall have the absolute right to lease, sell, transfer and/or convey any such apartment dwelling unit to any person, firm or corporation upon any terms and conditions as it shall deem to be in its own best interests, and in connection herewith the right of first refusal herein granted to the Association shall not be operative or effective in any manner as to Developer. The Developer shall have the right to control the Board of Directors of the Association until such time as the Developer sells 36 units in MEADOWBROOK LAKES VIEW VILLAGE. Then the purchasers may elect one-third (1/3) of the members of the Board of Directors of the Association. The purchasers may elect a majority of the members of the Board of Directors in any of the following events: three (3) years after 120 units in MEADOWBROOK LAKES VIEW VILLAGE have been sold, three (3) months after 216 units have been sold, when all of the 240 condominiums have been constructed in MEADOWBROOK LAKES VIEW VILLAGE and the Developer is not offering any more units for sale in the ordinary course of business, or when some of the 240 apartment units have been conveyed to purchasers and no other apartment units are being constructed or offered for sale by the Developer in the ordinary course of business, or in any event by December 31, 1987.

Any vacancies on the Board of Directors of the Association while the Developer maintains a majority of seats on the Board of Directors shall be filled by the appointment of the Developer. The manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association and Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident in the condominium.

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

XXXIII. RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

XXXIV. SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms provisions or covenants held to be partially invalid or unenforceable.

XXXV. LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership.

XXXVI. DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the lands, and shall constitute an equitable servitude upon each apartment dwelling unit and its appurtenant undivided interests in the common elements and this Declaration of Condominium shall be binding upon Developer, its successors and assigns and upon all parties who may subsequently become owners of apartment dwelling units in the condominium and their respective heirs, legal representatives, successors and assigns.

XXXVII. COLLECTION OF COMMON AREA AND RECREATION AREA COSTS

Common area and Recreational area costs as defined in Article shall be collected as follows:

A. The estimate of common area and recreational area costs to be incurred during the calendar year must be included in the Annual Budget. The funds collected are maintained by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. for the purpose of paying common area and recreational area costs.

B. The common area and recreational costs are collectible and enforceable in the same manner as Assessments as provided in Article XXX, Paragraphs G, J, and K of this Declaration, as same are amended or renumbered from time to time. The Association's lien is superior to and has priority over all mortgages, liens and encumbrances, except as provided for in Article XXX of this Declaration, as amended or renumbered from time to time.

C. Said recorded lien may be foreclosed upon in the same manner or means as is a mortgage under the laws of the State of Florida. Said lien shall include a reasonable charge for attorneys fees and all court costs and other costs incurred in collecting said bill.

D. Alternatively, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. may institute a suit at law for the recovery of said bill along with attorneys fees and all costs incurred in the collection of said bill. Such suit shall not eliminate the right to foreclose upon a lien for such bill.

XXXVIII. ASSIGNMENT OF PARKING PLACES

Each apartment dwelling unit shall have assigned to it by the Association no less than one parking place. The use of said parking place shall be in accordance with the rules and regulations of the Association, but there shall be no reassignment of said parking place or denial of the use of said parking place without the consent of the owner of the apartment dwelling unit to which said parking place was assigned. Said parking places constitute a part of the common area.

XXXIX. VOTING RIGHTS

Each apartment dwelling unit shall have one vote which may be exercised by the owners thereof as to all matters before the Association. Such vote shall be exercised in the manner provided by the By-Laws of the Association.

XXXX. DEFINITION OF INSTITUTIONAL MORTGAGEE OR LENDER

The definition of institutional mortgagee or institutional lender as those terms may be used herein are defined hereby as being any bank, chartered by the United States Government or by the State of Florida, any Federal Savings and Loan Association chartered by the United States Government or agency thereof, any Savings and Loan Association chartered by the State of Florida or agency thereof, any insurance company, any mortgage banking company incorporated in any state in the United States or any other lending agency of the Federal or State Government.

IN WITNESS WHEREOF, MEADOWBROOK LAKES VIEW, INC. has caused these presents to be executed in its name by its President and its corporate seal to be affixed, attested by its Secretary, this 29 day of April, 1980.

Signed, sealed and delivered
in the presence of:

MEADOWBROOK LAKES VIEW, INC.

By _____

ATTEST: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME personally appeared ANTHONY DRAKAS and FILOMENA DRAKAS to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above-named MEADOWBROOK LAKES VIEW, INC., a Florida corporation and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively, of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 29 day of April, 1980.

Notary Public

My Commission Expires:

JOINDER OF MORTGAGE

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, a U.S. corporation, called the Mortgagee, the owner and holder of Mortgages upon the condominium land of MEADOWBROOK LAKES VIEW BUILDING B, joins in the making of the foregoing Declaration of Condominium, and agrees that the lien of these Mortgages shall be upon the following described property in Broward County, Florida:

All of the condominium apartment units of MEADOWBROOK LAKES VIEW BUILDING B, a condominium, according to the Declaration of Condominium filed herewith together with all appurtenances to the units, including but not limited to all of the undivided shares in the common elements.

The making of the Joinder shall not act to waive any rights of the undersigned Mortgagee under the existing Mortgages as above described.

UNITED FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BROWARD
COUNTY

Witnesses

By _____

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

BEFORE ME personally appeared Frank V. Reilly, Vice President of UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, a U. S. corporation, to me well known to be the individual and officer described in and who executed the foregoing instrument and acknowledged the execution thereof to be his own free act and deed as officer thereunto and that he had the power and authority to execute said instrument for the uses and purposes set forth therein.

WITNESS my hand and official seal this 12th day of Sept., 1980.

Notary Public

My Commission Expires: 8/19/81

EXHIBIT “A”

MEADOWBROOK LAKES VIEW, BUILDING B

SIX PAGES CONSISTING OF GRAPHIC IMAGES FOR:

REAL PROPERTY – A-1

RESIDENCE, APARTMENT OR DWELLING UNIT - A-2

COMMON AREA – A-3

RECREATION PARCEL I – A-4

TYPICAL UNIT FLOOR PLANS – A-5

SITE PLAN BUILDINGS A-E – A-6

MEADOWBROOK LAKES VIEW BUILDING B
OWNERSHIP INTEREST IN COMMON ELEMENTS

Each condominium apartment unit shall own an undivided percentage interest of 2.083 in the common elements except for Apartment No. 608 which shall own an undivided 2.099 percentage interest in the common elements.

Each condominium apartment unit shall own an undivided percentage interest in the common elements as follows:

1.	Apartment 101	2.083%
2.	Apartment 102	2.083%
3.	Apartment 103	2.083%
4.	Apartment 104	2.083%
5.	Apartment 105	2.083%
6.	Apartment 106	2.083%
7.	Apartment 107	2.083%
8.	Apartment 108	2.083%
9.	Apartment 201	2.083%
10.	Apartment 202	2.083%
11.	Apartment 203	2.083%
12.	Apartment 204	2.083%
13.	Apartment 205	2.083%
14.	Apartment 206	2.083%
15.	Apartment 207	2.083%
16.	Apartment 208	2.083%
17.	Apartment 301	2.083%
18.	Apartment 302	2.083%
19.	Apartment 303	2.083%
20.	Apartment 304	2.083%
21.	Apartment 305	2.083%
22.	Apartment 306	2.083%
23.	Apartment 307	2.083%
24.	Apartment 308	2.083%
25.	Apartment 401	2.083%
26.	Apartment 402	2.083%
27.	Apartment 403	2.083%
28.	Apartment 404	2.083%
29.	Apartment 405	2.083%
30.	Apartment 406	2.083%
31.	Apartment 407	2.083%
32.	Apartment 408	2.083%
33.	Apartment 501	2.083%
34.	Apartment 502	2.083%
35.	Apartment 503	2.083%
36.	Apartment 504	2.083%
37.	Apartment 505	2.083%
38.	Apartment 506	2.083%
39.	Apartment 507	2.083%
40.	Apartment 508	2.083%
41.	Apartment 601	2.083%
42.	Apartment 602	2.083%
43.	Apartment 603	2.083%
44.	Apartment 604	2.083%
45.	Apartment 605	2.083%
46.	Apartment 606	2.083%
47.	Apartment 607	2.083%
48.	Apartment 608	2.099%
	TOTAL	<u>100.000%</u>

EXHIBIT B

RESTATED
ARTICLES OF INCORPORATION
OF
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be: MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the Corporation).

II.

The purposes and objects of the Corporation shall be to administer the operation and management of all condominiums to be constructed in accordance with the Condominium Act of the State of Florida and pursuant to the Development Plan set forth in the various Declarations of Condominium of Meadowbrook Lakes View Building A, Meadowbrook Lakes View Building B, Meadowbrook Lakes View Building C, Meadowbrook Lakes View Building D and Meadowbrook Lakes View Building E in the area known as "Meadowbrook Lakes View Village" and to undertake the performance of the acts and duties incident to the administration of the operation and management of each and every said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declarations of Condominium which will be recorded in the Public Records of Broward County, Florida, at the times portions of said property, and the improvements now or hereafter situate thereon, are submitted to plans of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium; and further to foster a fine residential community throughout the various areas of the development commonly known as "Meadowbrook Lakes View Village", located in Broward County, Florida, and in this respect to cooperate and deal with other condominium associations and entities to accomplish this objective. The corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporation not for profit under the law pursuant to which this Corporation is chartered and pursuant to the Condominium Act of the State of Florida.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(A) To make and establish reasonable rules and regulations governing the use of apartment dwelling units, common elements, recreation area, and common area in said Condominiums as said terms may be defined in said Declarations of Condominium to be recorded.

(B) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(C) To levy and collect assessments against members of the Corporation to defray common expenses of the Condominiums as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including apartment dwelling units in said Condominiums.

(D) To maintain, repair, replace, operate and manage the Condominiums and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(E) To hire individuals to assist the Association in the collection of assessments, preparation of records, and maintain the common elements and common areas. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said Condominium as same may be hereafter established.

(G) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by Declaration of Condominium and the By-Laws.

(H) To deal with other condominium associations or representatives thereof on matters of mutual interest and to levy, collect and disburse funds from time to time as may be provided in the Declarations of Condominium and By-Laws for the maintenance, repair and replacement of property located within "MEADOWBROOK LAKES VIEW VILLAGE".

(I) To exercise, undertake and accomplish all of the rights, duties and

obligations which may be granted to or imposed upon the Corporation pursuant to the Declarations of Condominium aforementioned.

IV.

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all apartment dwelling units in all said condominiums shall be members of the Corporation and no other persons or entities shall be entitled to membership, except as provided in item 5 of Article IV.

2. Membership shall be established by the acquisition of fee title to apartment dwelling unit, whether by conveyance, judicial decree or otherwise provided that such acquisition shall be approved in accordance with, and conform to the provisions of, these Articles, the applicable Declarations of Condominium, and the By-Laws, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any apartment dwelling unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment dwelling units, so long as such party shall retain title to or a fee ownership interest in any apartment dwelling unit.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his apartment dwelling unit. The funds and assets of the corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment dwelling unit, which vote may be exercised or cast by the owner or owners of each apartment dwelling unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one apartment dwelling unit, such member shall be entitled to exercise or cast as many votes as he owns apartment dwelling units, in the manner provided by said By-Laws.

5. Until such time as a portion of the property described in Article II hereof and improvements constructed thereon shall be submitted to a plan of condominium ownership by the recordation of a Declaration of Condominium, the Membership of the corporation shall be comprised of the subscribers to these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V

The corporation shall have perpetual existence.

VI

The principal office of the corporation shall be located at 45 East Sheridan Street, Dania, Florida; but the Corporation may maintain offices and transact business in such other places within or without the State of Florida, as may from time to time be designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

VII

1. The Board of Directors shall consist of the number of directors determined in accordance with the By-Laws, but not less than three directors; and in the absence of such determination said Board shall consist of three directors. After the Developer, MEADOWBROOK LAKES VIEW, INC., or its nominee, has relinquished control of the Board of Directors as provided herein, a majority of the first elected Board of Directors and all others thereafter must be members of the Corporation and each condominium in the complex of Meadowbrook Lakes View Village shall be entitled to designate its pro-rata share of directors.

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

3. Directors of the Corporation may be elected by unit owners in accordance with the provisions of Florida Statutes 718.301. No greater number of directors shall be elected by the members hereof than is allowed by said Statute.

4. The names and addresses of the members of the first Board of Directors who shall hold offices until their successors are elected and have qualified in accordance herewith, or until removed, are as follows:

Anthony Drakas	45 East Sheridan Street Dania, Florida
Jean Stein	45 East Sheridan Street Dania, Florida
Filomena Drakas	45 East Sheridan Street Dania, Florida

VIII.

The affairs of the Corporation shall be managed by the officers in accordance with the By-Laws. The officers shall be appointed from time to time by the Board of Directors; after Developer shall have relinquished control of the Corporation, appointment of officers shall take place at the first Board meeting following the annual meeting of the members of the Corporation, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the

officers who shall serve until their successors are appointed by the Board of Directors are as follows:

Anthony Drakas
President

45 East Sheridan Street
Dania, Florida

Jean Stein
Vice President

45 East Sheridan Street
Dania, Florida

Filomena Drakas
Secretary/Treasurer

45 East Sheridan Street
Dania, Florida

IX.

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

X.

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

XI.

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the directors, or by the members of the Corporation owning a majority of the apartment dwelling units in all condominiums administered hereby whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the

Secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At such meeting the Amendment or Amendments proposed must be approved by an affirmative vote of not less than a majority of the voting interests of the Association. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

XII.

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

Anthony Drakas	45 East Sheridan Street Dania, Florida
Jean Stein	45 East Sheridan Street Dania, Florida
Filomena Drakas	45 East Sheridan Street Dania, Florida

XIII.

All assessments paid by the owners of apartment dwelling units for the maintenance and operations of all condominiums in the MEADOWBROOK LAKES VIEW VILLAGE complex shall be utilized by the Corporation to pay such costs.

XIV.

The Registered Agent of this corporation shall be Anthony Drakas, 45 East Sheridan Street, Dania, Florida and the registered office shall be located at 45 East Sheridan Street, Dania, Florida.

XV.

This corporation shall have the power and authority to engage in a water management program for Meadowbrook Lakes View Village which shall include, but not be limited to water

drainage, maintaining drainage ditches and lakes, storm drainage and any and all other functions necessary to effectuate the foregoing. The corporation shall have the authority to assess maintenance costs incurred in connection with such responsibility, which assessments shall be made against the apartment dwelling units located within Meadowbrook Lakes View Village.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 29 day of April, 1980.

ANTHONY DRAKAS

ANTHONY DRAKAS
Registered Agent

FILOMENA DRAKAS

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared ANTHONY DRAKAS and FILOMENA DRAKAS, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 29 day of April, 1980.

My Commission Expires:

Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared JEAN STEUB, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed this 29 day of April, 1980.

My Commission Expires:

Notary Public

ACTIVE: M06180/219498:12475950_1

RESTATED
BY-LAWS
OF
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

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

I. IDENTITY

1. These are the By-Laws of MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida hereinafter called "Association". The Association has been organized for the purpose of administering the operation and management of all condominiums to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the Development Plan set forth in the Declaration of Condominium of MEADOWBROOK LAKES VIEW BUILDING A, MEADOWBROOK LAKES VIEW BUILDING B, MEADOWBROOK LAKES VIEW BUILDING C, MEADOWBROOK LAKES VIEW BUILDING D, and MEADOWBROOK LAKES VIEW BUILDING E which may be constructed in the area known as MEADOWBROOK LAKES VIEW VILLAGE.

2. The office of the Association shall be at 45 East Sheridan Street, Dania, Florida, or such other place as the Board of Directors may determine, from time to time.

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

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit", and the year of incorporation, an impression of which seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation, are incorporated herein, by reference.

2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.

3. The vote of the owners of an apartment dwelling unit owned by more than one person or by a corporation of other entity shall be cast by the person named in a Certificate signed by all of the owners of the dwelling unit and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by 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 or for any other purpose.

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

5. Approval or disapproval by the owner of an apartment dwelling unit on any matters -- whether or not the subject of an Association meeting -- shall be by the same person designated in the above described certificate.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the various Declarations of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment dwelling units represented at any duly called members' meeting at which a quorum is present, shall be binding upon the Members.

III. DIRECTORS

1. The affairs of the Association shall be managed by a board of not less than three (3) nor more than fifteen (15) Directors, the exact number to be determined by the Membership from time to time.

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

a. Election of Directors shall be held at the first membership meeting after relinquishment of control by Developer and at the annual Members' meeting thereafter.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual Members' Meeting. The committee shall nominate not more than fifteen (15) candidates. 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 as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote for any person nominated as a Director.

d. Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors except as to vacancies provided by removal of Directors by Members.

e. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners at a meeting called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

f. The first directors of the Association shall continue to serve as directors unless reappointed or removed by the Developer. Developer may thereupon reappoint new directors except as provided in VIII (6).

3. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4. 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 in writing personally or by mail or telegraph, at least three (3) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. 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.

7. A quorum at Directors' Meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the various Declarations of Condominium, the Articles of Incorporation, or these By-Laws.

8. 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.

9. The presiding officer of Directors' meeting shall be the President; and if absent, the Vice President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at any such meeting.

10. The order of business at Directors' meeting shall be as follows:

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

11. Director's fees, if any, shall be determined by the members of the Association.

12. All of the powers and duties of the Association existing under the Condominium Act, Declarations of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Officers and the Board of Directors hereof, subject to approval by the members only when such approval is specifically required by appropriate documents.

13. The undertakings and contracts authorized by the Initial Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association, notwithstanding the fact that members of the Initial Board may be Directors or Officers, of, or otherwise associated with, the Developer, the Managing agent or firm, or other entities doing business with the Association.

IV. OFFICERS

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

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

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

4. The Treasurer shall have custody of all of the 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. He shall keep the assessment rolls and accounts of the members, and he shall perform all other duties incident to the office of Treasurer.

5. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for the management of the Condominium.

V. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in the Declarations of Condominiums and Articles of Incorporation, shall be supplemented by the following provisions:

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

2. The Board of Directors shall adopt separate Budgets. There shall be a Budget for MEADOWBROOK LAKES VIEW VILLAGE costs as defined by the Declaration of Condominium. Such Budget shall reflect the share to be paid by each individual condominium. An additional Budget shall be established for each separate condominium. Thus each separate condominium shall have a Budget reflecting its share of the MEADOWBROOK LAKES VIEW VILLAGE costs as well as the common expense budget incurred for the operation of that particular condominium. The Board of Directors shall likewise adopt an assessment notice with the two separate Budgets for each calendar year. The two separate Budgets shall contain the following items:

a. COMMON EXPENSE BUDGET The Common Expense Budget consisting of the estimated maintenance and repair, as such term is defined in the Declarations of Condominium and which shall include the estimated amounts necessary for all the maintenance, repair, replacement and operation of COMMON ELEMENTS within each Condominium of MEADOWBROOK LAKES VIEW VILLAGE in the condition substantially similar to that established by Developer. Said estimate shall take into account overhead items, such as office expense, utility costs, casualty and liability insurance, administration cost, operating and replacement reserves, and depreciation.

b. MEADOWBROOK LAKES VIEW VILLAGE SUBDIVISION BUDGET
The Meadowbrook Lakes View Village Subdivision budget shall cover costs as such term is defined in the Declaration of Condominium and, which shall include the amount of contribution necessary to pay the cost of the maintenance, repair, replacement and improvement of those areas

as well as the cost of carrying on those functions of common interest to all owners within MEADOWBROOK LAKES VIEW VILLAGE. This shall include all "COMMON AREA EXPENSES" and all "RECREATIONAL AREA EXPENSES". The Meadowbrook Lakes View Village Subdivision Budget shall never include any items included or to be included in the "Common Expense Budget" nor shall any item included or to be included in the "MEADOWBROOK LAKES VIEW VILLAGE SUBDIVISION BUDGET" ever be included in the "Common Expense Budget" of the individual condominiums, further, no condominium shall be responsible for any other condominiums expenses.

c. Proposed Assessments to be levied against each member to cover the foregoing budgets. Separate books of account shall be maintained for each individual condominium and each assessment shall be based upon such separate accounting books.

d. Betterments: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements; provided, however, that in the expenditure of this fund no sum in excess of Ten Thousand and no/100 (\$10,000.00) Dollars shall be expended for a single item or purpose without approval of the members of the Association.

3. Copies of the Budget and Assessment Notice, which shall specify charges relating to Common Expenses Costs and those relating to MEADOWBROOK LAKES VIEW VILLAGE Costs, shall be transmitted to each member on or before January first (1st) of the year for which same has been prepared. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned therewith. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

4. The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof; provided that no installment shall be payable less than twenty (20) days from giving of such notification. If an APARTMENT DWELLING UNIT owner and, thereupon, 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 thereof to the APARTMENT DWELLING UNIT owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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

6. By May 1 of each year, the Association must prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. By July 1 of each year, the Association must mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

7. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VI. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

VII. AMENDMENTS TO BY-LAWS

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

1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or upon vote of the majority of the owners of the apartment dwelling units in the Condominiums, whether meeting as members or by instrument, in writing, signed by them.

2. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in absence of the President, who shall, thereupon, call a Special Joint Meeting of the Members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required, as herein set forth.

3. In order for such amendment or amendments to become effective, the same must be approved by the Board of Directors and by an affirmative vote of not less than a majority of the voting interests of the Association.

4. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

VIII. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual members' meeting shall be held at the office of the Corporation, at 7:30 o'clock P.M. Eastern Standard Time, on the first Monday in February, next succeeding, and annually thereafter, on the same date, for the purpose of electing directors and transacting any other business duly authorized to be transacted by the members.

2. Special Members' Meeting 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 of the Association owning not less than one-third (1/3) of the apartment dwelling units.

3. Notice of all members' meetings, regular or special shall be given by the President, Vice President, or Secretary of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which Notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given which deposited in the United States mails, addressed to the member at his address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice and waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposed has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of membership, the President shall preside, or, in his absence, the Vice President shall preside, or, in the absence of both, the membership shall select a chairman.

5. The order of business at Annual Members' Meetings and, as far as practical, at any other Members' meetings, shall be as follows:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Appointment by Chairman of inspectors of election.

- g. Election of Directors.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

6. Notwithstanding anything contained herein, the Developer shall control the Board of Directors of this Association until the following occurs:

a. At such time as the Developer sells 36 units in MEADOWBROOK LAKES VIEW VILLAGE, then the purchasers of the apartment dwelling unit may elect one-third (1/3) of the members of the Board of Directors of the Association at the next ensuing annual meeting.

b. The apartment owners may elect a majority of the members of the Board of Directors in any of the following events at the next ensuing annual meeting:

(1) Three years after 120 units in MEADOWBROOK LAKES VIEW VILLAGE have been sold, three months after 216 units in MEADOWBROOK LAKES VIEW VILLAGE have been sold, when all of the 240 units in MEADOWBROOK LAKES VIEW VILLAGE have been constructed and the Developer is not offering any more units for sale in the ordinary course of business, or when some of the apartment units have been conveyed to purchasers and no other apartment units are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. In any event and under any circumstances, the Developer shall relinquish control of the condominium association and turn over control to the purchasers of apartments no later than December 31, 1987.

IX. There shall be deposited and delivered to the association, simultaneously with the giving of notice of intention to sell, lease, transfer or give a condominium dwelling unit, an investigation fee not to exceed \$50.00, or such fee as may be provided by the Florida Condominium Act, as amended from time to time.

MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

President

Secretary

Approved and ratified by the Board of Directors, this 1st day of May, 1980.

_____. Secretary

ACTIVE: M06180/219498:12476154_1

This instrument was prepared by:
Robert Rubinstein, Esquire,
BECKER & POLIAKOFF, P.A.
625 N. Flagler Drive, 7th Floor
W. Palm Beach, FL 33401

CERTIFICATE OF AMENDMENTS
TO THE DECLARATIONS OF
CONDOMINIUMS FOR MEADOWBROOK LAKES VIEW
BUILDINGS A, B, C, D and E,
THE ARTICLES OF INCORPORATION
AND TO THE BYLAWS OF
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of Condominiums for Meadowbrook Lakes View Buildings A, B, C, D and E, and the attached amendment to the Articles of Incorporation and Bylaws of Meadowbrook Lakes View Condominium Association, Inc., an Exhibit to the Declarations of Condominiums for Meadowbrook Lakes View Buildings A, B, C, D and E, as recorded in the Official Records Books and Pages of the Public Records of Broward County, Florida, as indicated below, were duly adopted in the manner provided in said Declarations, Articles of Incorporation and Bylaws at a members meeting held on February 4, 2019.

<u>Condominium</u>	<u>Official Records Book</u>	<u>Page No.</u>
Meadowbrook Lakes View Building A	9070	499
Meadowbrook Lakes View Building B	9122	404
Meadowbrook Lakes View Building C	9203	325
Meadowbrook Lakes View Building D	9271	292
Meadowbrook Lakes View Building E	9310	693

IN WITNESS WHEREOF, we have affixed our hands this 27th day of February, 2019, in Fort Lauderdale, Broward County, Florida.

WITNESSES:

**MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.**

Gaston L. Pellegrin
Print Name: GASTON L. PELLEGRIN

By: [Signature]
Eugene Dickerson, President

Vallee Gabrielle
Print Name: Vallee Gabrielle

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 27th day of February, 2019, by Eugene Dickerson, as Meadowbrook Lakes View Condominium Association, Inc., a Florida not-for-profit corporation.

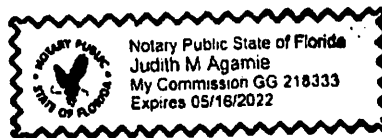
Personally Known ☒
Produced Identification ☐

Type of Identification

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
Print Name: Judith M. Agamie
My Commission Expires: 5/16/2022

ACTIVE: 12007135_1



**AMENDMENTS TO THE
DECLARATIONS OF CONDOMINIUMS FOR
MEADOWBROOK LAKES VIEW BUILDINGS A, B, C, D AND E,
TO THE ARTICLES OF INCORPORATION AND THE BYLAWS OF
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.**

1. *Article XXVII of the Declaration of Condominium is amended to read as follows:*

No amendment may be made to the Declaration of Condominium which may change the percentage of ownership in the common elements appurtenant to each apartment dwelling unit, or which may alter the basis for apportionment of assessments both for common expenses and Village Costs which may be levied by the Association in accordance with the provisions hereof, unless such amendment is approved by 100% of the voting interests of the Association and 100% of the mortgagees holding first mortgages on all the condominium units in all the Condominiums operated by the Association ~~or which may effect the priority or security of a mortgage held upon a condominium unit. However~~ For all other purposes, the Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the majority of the members of Association whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty days nor later than sixty days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association,

I
ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL. 33401
TELEPHONE (561) 655-5444

whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% a majority of the members voting interests of the Association in order for such amendment or amendments to become effective. ~~Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all apartment dwelling units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to effect the validity or priority of any mortgage held by a mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgages or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.~~

2. Article XI of the Articles of Incorporation is amended to read as follows:

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the directors, or by the members of the Corporation owning a majority of the apartment dwelling units in all condominiums administered hereby whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be

properly given when deposited in the United States Mail, addressed to the member at his address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At such meeting the Amendment or Amendments proposed must be approved by an affirmative vote of ~~the members owning not less than 75% a~~ majority of the ~~apartment dwelling voting interests of the Association units in all said Condominiums in order for such Amendment or Amendments to become effective.~~ Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of state, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

~~Notwithstanding the foregoing provisions of this Article IX, until Developer shall have relinquished control of the Corporation as herein above provided, no Amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.~~

3. Article VII, Paragraphs 3 and 5, of the Bylaws are amended to read as follows:

3. In order for such amendment or amendments to become effective, the same must be approved by an ~~affirmative vote of two thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two thirds (2/3)~~ a majority of the ~~apartment dwelling voting interests of the units in all Condominiums subject to the Association.~~ Thereupon, such amendment or amendments to these By Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

~~5. Notwithstanding the foregoing provisions of this Article VII, no amendment to these By Laws may be adopted or become effective prior to relinquishment of control of the Association by the Developer without the prior written consent of the Developer.~~

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

This instrument was prepared by:
Bradley Foster Rothenberg, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

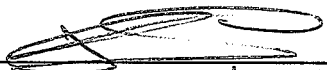
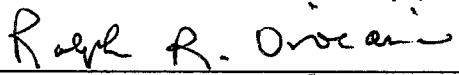
**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF
MEADOWBROOK LAKES VIEW BUILDING B, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Meadowbrook Lakes View Building B, recorded in Official Records Book 9122 at Page 404 of the Public Records of Broward County, Florida, were duly adopted at an Annual Meeting of the membership held February 4, 2013, and reconvened on May 5, 2013, in the manner provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 6 day of JUNE, 2013, in DANIA BEACH, Florida.

WITNESSES:

**MEADOWBROOK LAKES VIEW CONDOMINIUM
ASSOCIATION, INC.**


Print Name: Sandra Rileau

Print Name: RALPH R. VIVIANO

By: Barry Larson
Barry Larson, President
135 SE 3rd Avenue
Dania Beach, FL 33004

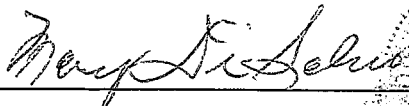
**STATE OF FLORIDA
COUNTY OF BROWARD**

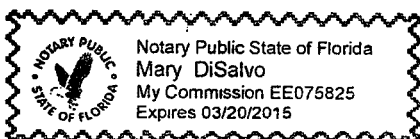
The foregoing instrument was acknowledged before me this 6 day of JUNE 2013, by Barry Larson, as President of Meadowbrook Lakes View Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ YES
Produced Identification

Type of Identification

NOTARY PUBLIC, STATE OF FLORIDA


Print Name: Mary DiSalvo
My Commission Expires: 3/20/15



BRADLEY FOSTER ROTHENBERG, ESQ.
BECKER & POLIAKOFF, P.A.
BANK OF AMERICA CENTRE • 625 N FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 655-5444

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR MEADOWBROOK LAKES VIEW BUILDING B

1. Article XXX, Paragraphs G, J and K, of the Declaration of Condominium are amended to read as follows:

~~G. The payment of any assessment or installment thereof due to Association shall be in default of such assessment, or any installment thereof, if not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 10% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to Association.~~

Assessments and installments on such Assessments not received by the Association on or before ten (10) days after the date when due are late and bear interest at the highest rate of interest allowed by law per annum from the date when due until paid. In addition to the above stated interest, the Association must charge an administrative late fee in the highest amount permitted by law, or such lesser amount as the Board determines, from time to time, by a duly adopted Board rule, for each installment that is paid past the due date. In addition to the above stated interest and administrative late fee, the Association must charge a non-sufficient funds (NSF) fee in the highest amount permitted by law, or such lesser amount as the Board determines, from time to time, by a duly adopted Board rule, for each check returned from an account which has insufficient funds available to pay the full amount of the check at the time the check is deposited by the Association. The Association can only accept cashier's checks, money orders, electronic funds transfers (EFT), or automated clearing house (ACH) transfers from persons who have previously tendered an NSF check to the Association. Following the Association depositing an NSF check, the Association can no longer accept personal checks from that person, or on that person's behalf. Any payment received and accepted by the Association must be applied first to any interest accrued, then to any administrative

late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The foregoing method of applying payments applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

J. ~~Recognizing the necessity for providing proper operation and management of the project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of apartment dwelling units, and that the payment of such common expenses represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each apartment dwelling unit, Association is hereby granted a lien upon such apartment dwelling unit and its appurtenant undivided interest in the common elements and, if applicable, upon any exclusive right to use an area constituting common areas and recreational areas which may be an appurtenance to any such apartment dwelling unit, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each apartment dwelling unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said apartment dwelling unit and its appurtenant undivided interest in the common elements, common areas and recreational areas. The lien granted to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any apartment dwelling unit from the date on which the payment of any assessment or installation thereof became delinquent and shall be entitled to the appointment of a receiver for said apartment dwelling unit, without notice to the owner of such apartment dwelling unit. The rental required to be paid shall be equal to the rental charged on comparable type of apartment dwelling units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the~~

~~Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any apartment dwelling unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon is hereby placed on notice of the lien or other encumbrance thereon is hereby placed on notice of the lien granted to Association, and shall acquire such interest in any apartment dwelling unit expressly subject to such lien.~~

Each owner of an apartment dwelling unit, by acceptance of a deed or instrument of conveyance for acquisition of title to an apartment dwelling unit, has covenanted and agreed that the Assessments, Special Assessments and other charges, including but not limited to, interest, late fees, non-sufficient funds fees, costs, reasonable attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, are the personal obligation of the owner of the apartment dwelling unit, a charge and continuing lien in favor of the Association, encumbering the apartment dwelling unit, and all personal property located thereon. The Association has a continuing lien on each apartment dwelling unit to secure the payment of all Assessments and Special Assessment or installments thereon and other charges, together with interest, late fees, non-sufficient funds fees, costs, reasonable attorney's fees and paraprofessional fees, pre-trial and at all levels, including appeals, collections and bankruptcy, incurred by the Association that are incident to the collection of the Assessment, Special Assessment and other charges or enforcement of the lien, whether suit be brought or not. The lien is effective from and relates back to the recording of this original Declaration. However, as to first mortgages of record, the lien is effective as provided in Florida Statutes, Section 718.116, as same is amended or renumbered from time to time, but if no such effective date is provided, then the lien is effective from and relates back to the recording of this original Declaration. The claim of lien secures all unpaid Assessments, Special Assessments and other charges that are due and that accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest, late fees, non-sufficient funds fees, costs, attorney's fees and paraprofessional

fees, pre-trial and at all levels, including appeals, collections and bankruptcy, incurred by the Association incident to the collection of the Assessment, Special Assessment and other charges or enforcement of the lien, whether suit be brought or not. The Association, acting through its Board of Directors, can assign its claim and lien rights for the recovery of any unpaid Assessments, Special Assessments and other charges to any third party.

~~K. The lien herein granted unto Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the apartment dwelling unit encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claims of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for tax and special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the condominium as an entirety instead of levying the same against each apartment dwelling unit and its appurtenant undivided interest in common elements shall be prior to lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax and special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration of Condominium.~~

~~In the event that any person, firm or corporation shall acquire title to any apartment dwelling unit and its appurtenant undivided interest in common elements by virtue of any foreclosure, judicial sale or by voluntary conveyance in lieu~~

~~thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said apartment dwelling unit and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes of special assessment levied by taxing authorities against the condominium in its entirety. In the event of the acquisition of title of an apartment dwelling unit by foreclosure, judicial sale or by voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring the title shall not be liable shall be absorbed and paid by all owners of all apartment dwelling units as part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.~~

The liability of a first mortgagee who acquires title to an apartment dwelling unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments, Special Assessments and other charges that became due prior to the first mortgagee's acquisition of title is limited to the maximum extent permitted by Florida Statutes, Section 718.116, as same is amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other owner of an apartment dwelling unit. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 718.116, as same is amended or renumbered from time to time. The Association's lien for Assessments, Special Assessments and other charges is superior to and has priority over all mortgages, liens and encumbrances, except as provided above. The sale or transfer of an apartment dwelling unit does not affect the Association's lien or the Association's right to record a lien for past due Assessments, Special Assessments, and other charges.

2. Article XXXVII, Paragraphs A and B, of the Declaration of Condominium are amended to read as follows:

A. ~~MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. shall submit an annual budget to the owners of apartment dwelling units on January 3rd of each year beginning with January 3, 1981. Such budget shall be an~~ The estimate of common area and recreational area costs which are estimated to be incurred during the calendar year must be included in the Annual Budget. ~~Any objections to the proposed budget may be delivered to MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. by said apartment dwelling unit owners. Forty five days after delivery of said budget, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. shall submit a bill to each apartment dwelling unit owner for said owner's prorata share of the common area and recreational area costs. Said bill shall be paid within thirty (30) days after delivery. Delivery to be accompanied by United States mail. The funds so collected shall be~~ are ~~maintained by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. for the purpose of paying common area and recreational area costs.~~

B. ~~In the event any apartment dwelling unit owner fails to pay said bill on or before the expiration of thirty (30) days from the date said bill is delivered, then and in such event, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. may record a lien upon said apartment dwelling unit for the amount of said bill. Said lien shall be inferior and subordinate to any mortgage lien on any apartment dwelling unit whether recorded in the Public Records before or after the recording of said lien by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. The provisions of this subparagraph shall not apply to any institutional lender in the event of a foreclosure upon an apartment dwelling unit or a deed in lieu thereof. Said institutional lender shall not be obligated to pay any of such costs for so long as said institutional lender may held title to said property, nor shall said institutional lender be liable for any of said costs which have accrued prior to the time said institutional lender acquires title.~~

The common area and recreational costs are collectible and enforceable in the same manner as Assessments as

provided in Article XXX, Paragraphs G, J, and K of this Declaration, as same are amended or renumbered from time to time. The Association's lien is superior to and has priority over all mortgages, liens and encumbrances, except as provided for in Article XXX of this Declaration, as amended or renumbered from time to time.

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

This instrument was prepared by:
ROBERT RUBINSTEIN, Esquire,
BECKER & POLIAKOFF, P.A.
2255 Glades Road, Suite 300E
Boca Raton, Florida 33431

INSTR # 108515510
OR BK 46114 Pages 901 - 902
RECORDED 04/07/09 12:39:35
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2160
#1, 2 Pages

**CERTIFICATE OF AMENDMENT
TO THE BYLAWS FOR
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws for Meadowbrook Lakes View Condominium Association, Inc., an Exhibit to the Declarations of Condominium for Meadowbrook Lakes View Buildings A, B, C, D and E, as recorded in the Official Records Books and Pages of Broward County, Florida, as more particularly described below, were duly adopted in the manner provided in the governing documents at the reconvened annual meeting of the membership held March 19, 2009:

<u>CONDOMINIUM</u>	<u>OFFICIAL RECORDS BOOK</u>	<u>PAGE</u>
A	9070	499
B	9122	404
C	9203	325
D	9271	292
E	9310	693

IN WITNESS WHEREOF, we have affixed our hands this 31 day of March, 2009, at Dania Beach, Broward County, Florida.

WITNESSES:

**MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.**

[Signature]
Print Name: JOHN SOFIA
[Signature]
Print Name: MARY DI SALVO

By: [Signature]
Ralph Viviano, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of March, 2009, by Ralph Viviano, as President of Meadowbrook Lakes View Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known X
Produced Identification

- OR -

NOTARY PUBLIC, STATE OF FLORIDA

Type of Identification

[Signature]
Print Name: FLORENCE A. SANTUCCIO
My Commission Expires:



FLORENCE A. SANTUCCIO
MY COMMISSION # DD 442480
EXPIRES: August 11, 2009
Bonded Thru Budget Notary Services



**AMENDMENT TO THE BY-LAWS
OF
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.**

Article V, Paragraph 6, of the Bylaws is amended to read as follows:

6. ~~An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April first (1st) of the year following the year for which the report is made.~~ By May 1 of each year, the Association must prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. By July 1 of each year, the Association must mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

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

MEADOWBROOK LAKEVIEW CONNDOMINIUM, INC.

PHASE IV

RESTRICTIONS AND COVENANTS

This updated document has been approved by the Board of Directors on March 12, 2009, with the "House Rules" now integrated herein.

1. RULES AND REGULATIONS:

It is the purpose of the Association to maintain a luxurious, but economically well-managed condominium complex and it is believed that these rules will aid this purpose. Your Board of Directors will welcome the assistance of all the owners in the enforcement of these regulations in order that the Board does not have to resort to court procedures.

Violations should be reported to the Board of Directors on complaint forms supplied by the office. These complaint forms should state the violations, the offending apartment number and building letter and signed by the complaining owner and given to the Board of Directors.

The Board of Directors will call violations to the attention of the violating owner. If the owner or his lessee continues the violation, the Board of Directors will notify the legal firm that represents Meadowbrook Lakes View Condominium Association, Inc. The offending owner will be responsible for all legal costs as per the Declaration of Condominium as well as for the amount of damage being sued.

Owners are responsible for compliance by their guests and lessees with these rules and regulations.

2. FACILITIES:

The facilities of Meadowbrook Condominium Association, Inc., are for the exclusive use of the Association members and their immediate families, lessees and their guests, house guests and guests accompanied by a member. These people shall be permitted the use of the swimming pool, or other recreational facilities, when accompanied by a resident member of the family of such owner or lessee.

RESTRICTIONS AND COVENANTS

LEASES:

- A. "Consent to lease" forms obtained from the office must be approved by the Board of Directors after the lessee has been accepted by the screening committee.
- B. No lease shall be for a period of less than 120 days with a maximum of one (1) lease in any given leasing year.
- C. **LEASES MUST CONTAIN THE FOLLOWING CLAUSE:**

- 1. Tenant is to comply with all By-Laws and Regulations of the Association. The unit owner shall be fully responsible for any violation and/or damages to common elements.
- 2. Rooms cannot be rented by Lessee or Lessor and no transient tenant is permitted in any unit.
- 3. No sub-leasing is allowed.

NOTE: The use of any apartment is hereby limited to permanent residents sixteen years of age or older. The MEADOWBROOK LAKES VIEW CONDOMINIUM community is designed as an adult community, to provide housing primarily for residents who are fifty-five years of age or older. Persons under the age of fifty-five and more than sixteen years of age may occupy and reside in a residence as long as at least one of the occupants is over the age of fifty-five years.

The Board shall have the authority to make such capital improvements upon the common properties in order to provide facilities or services specially designed to meet the physical or social needs of older persons.

4. NOISES:

- A. In order to insure your own comfort and that of our neighbors, radio, stereo, and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding good-night to departing guest and slamming car doors, between these hours should be avoided.

RESTRICTIONS AND COVENANTS

- B. Carpentry, carpet-laying, picture hanging or any trade (or do-it-yourself work) involving hammer work, etc. must be done between the hours of 8:00 a.m. and 6:00 p.m. only. No exceptions shall be allowed.
- C. Hard surface floor noises must be avoided at all times. Replacement of carpeting by a hard surface floor is to be approved by the Board.

5. PETS:

- A. No pets are allowed in any unit.

6. OBSTRUCTIONS:

- A. Sidewalks, entrances, drive-ways, passages, patios, courts, elevator vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner.
- B. Rugs or mats are not to be placed in front of entrance doors.

Note: Main door is to be kept closed when not used for entering or exiting.

7. CHILDREN:

No child under the age of 16 years may occupy any apartment. Visits are permitted for a period of 30 days. Children, who are guests of residents, shall not be permitted to play on the catwalks, corridors, elevators and stairways of any apartment building.

8. DESTRUCTION OF PROPERTY:

Members, dependents or guests shall not mark, mar, damage, destroy, deface or engrave any part of the buildings. Members shall be financially responsible for any such damage by their children, dependents, or guests.

9. EXTERIOR APPEARANCE:

To maintain a uniform and pleasing appearance to the exterior of the building, no awning projections shall be attached to the outside walls or balconies. This includes any type of umbrella. Patio floors may be painted any color desired, or may be covered with carpeting. Standard exterior colors shall not be altered. No murals or paintings may be placed on exterior walls.

RESTRICTIONS AND COVENANTS

10. CLEANLINESS:

Members shall not allow anything to be thrown or to fall from windows, doors or balcony. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors or balcony. All occupants of apartments must maintain the apartments in a reasonably clean condition. Filth or dirt that attracts roaches or other bugs tolerated and will be dealt with severely.

11. BALCONIES AND TERRACES:

Plants, pots, receptacles and other movable objects must not be kept or maintained on ledges of balconies (catwalks). No object shall be hung from balconies or window sills. No clothes, clothing, rugs, or mops shall be hung up, shaken from windows, doors, balconies or terraces (porch/patio). Members shall remove all loose objects, movable objects, including furniture from the balconies, if they leave Meadowbrook Lakes View Condominium and will not be in residence during the hurricane season unless hurricane enclosures are present.

12. DOOR LOCKS:

Members must abide by RIGHT OF ENTRY INTO DWELLING IN EMERGENCIES. In case of any emergency originating in, or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each dwelling shall deposit, under the control of the Association, keys to such dwelling.

13. BICYCLES:

All bicycles must be stored in the area designated by the Association.

14. ATTIRE:

Members, their families and guests shall not appear in or use the lobby or recreation building in bathing suits without proper over garments. Bathing suit attire is limited exclusively to the pool area.

RESTRICTIONS AND COVENANTS

15. DELIVERIES & MOVING:

Members shall be liable for all damages to the building caused by receiving deliveries, moving or removing furniture or other articles from the building. Three days' advance notice to the Board of Directors is required for moving in or out. There will be no Sunday moving or deliveries. Deliveries or moving are to be between the hours of 8:00 a.m. and 7:00 p.m.

16. TRASH CHUTES:

All refuse, waste, bottles, cans, garbage shall be securely contained in plastic bags. Boxes should be flattened.

17. ROOF:

No one is permitted on the roof for any purpose.

18. SOLICITATION:

There shall be no solicitation by any person anywhere in the building for any cause, charity or any purpose, unless specifically authorized by the Board of Directors.

19. SERVICE PEOPLE:

Owners employing service people are responsible for leaving the common areas in clean condition after completion of work. Owners are required to get permits from the City of Dania Beach for various work to be done (i.e. replacing air conditioners, water heaters, replacing windows, etc.) Please check with the City before doing work in your unit. The office also needs in writing your intentions and specs of what is being done. Please note: Paint, oil, grout or other contaminants are to be disposed of properly and not in sinks, floor drains and toilets.

20. STAFF PERSONNEL:

Employees are under the supervision of the Board of Directors and the Board must first approve all requests for service by such employees. Tipping for any service is prohibited.

RESTRICTIONS AND COVENANTS

21. SWIMMING POOL:

Members and their guests using the swimming pool do so at their own risk. A responsible adult must accompany all children under 16 years of age. Members and their guests are requested to obey the rules posted at the pool.

- A. Visiting children under the age of three shall not be permitted in the pool at anytime.
- B. Glass containers of any kind are not permitted at the pool.
- C. Applied tanning oil or sun lotion must be removed before entering the pool. In most cases, a shower with soap will be necessary.
- D. Pool furniture must be covered with a towel large enough to keep the furniture from getting any oil or lotion on it.
- E. Bathers must wear proper bathing attire.
- F. Except for life preservers, no floating or non-floating objects, including rafts, are permitted in the pool.

22. PARKING:

The Association shall assign parking spaces to each apartment dwelling unit owner. Such owner or tenant may use no other space than that which is assigned. Any vehicle occupying an assigned space belonging to a different owner shall be towed away at the expense of the faulty driver. Guest parking spaces are available for visitors and apartment owners on a non-exclusive basis. **PARKING SPACES ARE TO BE OCCUPIED BY PASSENGER CARS ONLY.** THERE WILL BE NO EXCEPTION TO THIS RULE.

If an owner wishes to allow another owner or tenant to park in his parking space, the owner must provide written permission to this person. This written permission must be presented to the Board of Directors so that they may verify its veracity.

If an owner gives written permission to another person to park in his parking space and that person receiving the permission has a car that damages the asphalt, the owner will be financially responsible for the damage to the asphalt (gasoline, oil leakage, etc.).

RESTRICTIONS AND COVENANTS

NOTE: To better define a "passenger car", the Association is using the Florida Department of Transportation description which is as follows: **"an automobile where the passenger capacity is bigger than the cargo capacity and where the unit has windows all around the vehicle."**

23. FOOD AND BEVERAGES:

Food and beverages may not be consumed in the lobby, swimming pool area, elevator or other common areas.

Note: Permitted where the barbecue grills are installed.

24. SIGNS:

No signs of any kind may be installed except by the Board of Directors.

25. LAUNDRY ROOMS:

A. Laundry is only permitted between the hours of 8:00 a.m. and 9:00 p.m.

B. It is the obligation of everyone doing laundry to:

1. Clean the lint filter after finishing laundry.
2. Keep the laundry room clean.
3. Spilled liquids to be cleaned up.
4. Laundry should not be hung to dry.
5. Close the laundry room door when finished.

No owner or tenant is permitted to adjust the temperature of the hot water tank.

26. BARBECUE GRILLS:

No barbecue grills (Hibachis) of any type are permitted on catwalks, enclosed balcony or common areas (ground adjacent to buildings).

RESTRICTIONS AND COVENANTS

27. AUTOMOBILE WASHING:

Washing, polishing or vacuuming automobiles in the fire lane or service vehicles lanes, adjacent to the elevator tower, is prohibited.

NOTE: It is recommended to use the car washing facilities at the corner of Building "B" and Building "C".

28. LAKE:

Swimming in the lake is prohibited. A resident must accompany minors fishing in the lake.

29. MAINTENANCE PAYMENTS & LATE FEES:

Maintenance payments are due on January 1, April 1, July 1, and October 1. Any assessment or installment thereof which is not paid on or before the due date (pursuant to Article XXX of the Declaration of Condominium) shall be subject to and bear interest at the rate of 10% per annum of the delinquent assessment or installment until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to the Association.

All of the above restrictions and/or rules will be strictly enforced at the owner's expense.

Signed by _____ Witness _____ Dated: _____
Board of Directors

_____ Witness _____ Dated: _____
Board of Directors

_____ Dated: _____
Applicant

_____ Dated: _____
Applicant

89122769

CERTIFICATE OF ADOPTION OF
AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OF MEADOWBROOK
LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the membership of Meadowbrook Lakes View Condominium Association, Inc. (the "Association") has the right to make amendments to the Declaration of Condominium of the Association in accordance with Article XXVII of said Declaration, and

WHEREAS, Meadowbrook Lakes View Condominium Association is the entity responsible for the operation of Meadowbrook Lakes View Buildings A, B, C, D & E as described in the Declaration of Condominium thereof recorded in O.R. Books 9070, 9122, 9203, 9271, and 9310 at pages 499, 404, 325, 292, and 693, respectively, of the Official Records of Broward County, Florida (Declarations). and

WHEREAS, in order for such Amendment or Amendments to become effective the same must be approved by an affirmative vote of not less than 75% of the members of the Association, and

WHEREAS, the members of the Association at a duly called, and noticed annual meeting held on February 20, 1989 and thereafter continued to March 7, 1989, voted, by an affirmative vote of the members owning more than 75% of the apartment dwelling units in all condominiums subject to the Association to adopt and promulgate the amendment to the Declaration of Condominium attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the undersigned hereby certify that the subject amendment to the Declaration of Condominium attached hereto as Exhibit "A" was duly adopted by the Association.

MEADOWBROOK LAKES CONDOMINIUM
ASSOCIATION, INC.

WITNESS

BY:

President

ATTEST:

Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, the undersigned authority personally appeared John P. Fintz and Jean Dorman, President and Secretary, respectively, of Meadowbrook Lakes View Condominium Association, Inc., to me well-known to be the persons described in and who executed the foregoing instrument, and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

March 14, 1989. WITNESS my hand and official seal this 14th day of

Record & Return to:
Prepared by:
ENGELBERG, CANTOR & LEONE, P.A.
ATTORNEYS AT LAW
4000 SHELDON STREET
MILWAUKEE, FLORIDA 33151
HARVEY J. ENGELBERG, Esq.

Notary Public

My Commission Expires:

My Commission Expires: 12-31-1990
Signed this 14th day of March, 1989

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0K16303PC0998

EXHIBIT "A"

XIII. Each apartment dwelling unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any apartment dwelling unit shall permit use of the same for transient, hotel or commercial purposes, provided, however, that so long as the Developer shall retain any interest in the condominium, it may utilize an apartment dwelling unit or apartment dwelling units of its choice from time to time, for sales office, dwelling units in said condominium. Still further, the Developer may assign this commercial useage right to such other persons or entities as it may choose; provided, however, that when all apartment dwelling units in all condominiums located in the area known as "MEADOWBROOK LAKES VIEW VILLAGE" have been sold, this Developer's right of commercial useage shall immediately cease. The use of an apartment is hereby limited to permanent residents sixteen years of age or older, and no person shall be permitted to reside in an apartment who is under the age of sixteen years. Inasmuch as the MEADOWBROOK LAKES VIEW CONDOMINIUM community is designed and attended as an adult community, to provide housing primarily for residents who are fifty-five years of age or older, notwithstanding anything to the contrary herein, subject to all local ordinances, as they may be amended from time to time, at least one person over the age of fifty-five years of age must be a permanent occupant of each residence, while any person occupies said residence. Persons under the age of fifty-five and more than sixteen years of age may occupy and reside in a residence as long as at least one of the occupants is over the age of fifty-five years.

The Board shall have the authority to make such capital improvements upon the common properties in order to provide facilities or services specifically designed to meet the physical or social needs of older person.

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

0016303PC0999

This instrument prepared by:

ENGELBERG, CANTOR & LEONE, P.A.
ATTORNEYS AT LAW
4000 SHERIDAN STREET
HOLLYWOOD, FLORIDA 33021

88087877



404 III

CERTIFICATE OF ADOPTION AND MODIFICATION
OF RULES AND REGULATIONS OF MEADOWBROOK
LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Board of Directors of Meadowbrook Lakes View Condominium Association, Inc., (the "Board") is the entity responsible for the operation of Meadowbrook Lakes View Buildings A, B, C, D and E as described in the Declarations of Condominium thereof, recorded in O.R. Books 9070, 9122, 9203, 9271 and 9310 at Pages 499, 404, 325, 292 and 693 of the Official Records of Broward County, Florida ("Declarations"), and

WHEREAS, the Board has the authority and responsibility to promulgate reasonable Rules and Regulations governing the use of the apartments, common elements and limited common elements of the Meadowbrook Lakes View Condominiums, and

WHEREAS, the Board has made findings of fact based upon its experience in the operation of the condominiums which have resulted in the adoption of certain reasonable Rules and Regulations for the health, safety and welfare of the owners of the condominium, and

WHEREAS, the Board has, at a duly called and noticed meeting thereof, held on February 29, 1988, at 2:00 p.m., voted by a vote of 7 to 0 to adopt and promulgate the Rules and Regulations attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, the aforesaid Rules and Regulations were voted upon at the annual meeting of the membership held on February 23, 1988, at which time the said Rules and Regulations were approved by an affirmative vote of the members of the association owning more than a majority of the apartment dwelling units in the condominium.

NOW THEREFORE, be it resolved that the Rules and Regulations contained in Exhibit "A" are hereby ratified and

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LAW OFFICES

ENGELBERG, CANTOR & LEONE, P.A.

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promulgated pursuant to the powers granted the Board in the Declaration.

RESOLVED and dated this 3rd day of March, 1988.

MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

By Fred Johnson
President

By Jean Overman
Secretary

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

BEFORE ME, the undersigned authority personally appeared FRED JOHNSON and Jean Overman, President and Secretary respectively of Meadowbrook Lakes View Condominium Association, Inc., to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 3rd day of March, 1988.

Esther Vazgi
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 28, 1991
Bonded thru Agent's Notary Brokerage



BK15241PG0716

EXHIBIT "A"

RESTRICTIONS AND COVENANTS PROMULGATED
BY THE BOARD OF DIRECTORS OF MEADOWBROOK
LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations of the condominium association are hereby amended by the addition of the following Rules and Regulations:

30. Any assessment or installment thereof which is not received on or before 15 days following the due date thereof (pursuant to Article XXX of the Declaration of Condominium) shall be subject to and bear a late fee in the amount of 10% per annum of the delinquent assessment or installment until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to the association.

31. The right of unit owners to rent their respective apartments in Phase IV of Meadowbrook Lakes View Condominium shall be and is hereby limited and restricted to only one time during the period in which the unit owner(s) own their respective apartment(s), for a term not to exceed one year, and not to be less than 120 days. All present leases will be recognized to the end of their terms. This regulation shall not take effect until one year from the date of the certificate of adoption and modification of rules and regulations herein.

MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

By Frank J. Johnson
President

By Jane J. Johnson
Secretary

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

BK15241PC0717

This instrument prepared by:
ENGELBERG, CANTOR & LEONE, P.A.
ATTORNEYS AT LAW
4000 SHERIDAN STREET
HOLLYWOOD, FLORIDA 33021

404 III

88087876

CERTIFICATE OF ADOPTION OF AMENDMENT
TO THE BYLAWS OF MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

W I T N E S S E T H:

WHEREAS, the membership of Meadowbrook Lakes View Condominium Association, Inc., (the "Association"), has the right to make amendments to the Bylaws of the association in accordance with Article VII of said Bylaws, and

WHEREAS, Meadowbrook Lakes View Condominium Association, Inc., is the entity responsible for the operation of Meadowbrook Lakes View Buildings A, B, C, D and E as described in the Declaration of Condominium thereof, recorded in O.R. Books 9070, 9122, 9203, 9271, and 9310 at Pages 499, 404, 325, 292 and 693 of the Official Records of Broward County, Florida ("Declarations"), and

WHEREAS, in order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds of the apartment dwelling units in all condominiums subject to the association, and

WHEREAS, the members of the association at a duly called and noticed annual meeting held on February 23, 1988 voted by an affirmative vote of the members owning more than two-thirds of the apartment dwelling units in all condominiums subject to the association to adopt and promulgate the Bylaws attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, the Board of Directors, at a duly called and noticed meeting thereof, held on February 29, 1988, voted by an affirmative vote of more than two-thirds of the entire membership of the Board of Directors to adopt and promulgate the Bylaw

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attached hereto as Exhibit "A" and incorporated herein by reference.

NOW THEREFORE, be it resolved that the Bylaws shall be and are hereby amended by inclusion of the Bylaw attached hereto as Exhibit "A".

Dated this 3rd day of March, 1988.

MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

By Fred Johnson
President

By Jean Overman
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)ss.:

BEFORE ME, the undersigned authority personally appeared FRED JOHNSON and Jean Overman, President and Secretary respectively of Meadowbrook Lakes View Condominium Association, Inc., to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 3rd day of March, 1988.

Eather Vazgi
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 28, 1991
Bonded thru Agent's Notary Brokerage



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EXHIBIT "A"

ARTICLE IX

There shall be deposited and delivered to the association, simultaneously with the giving of notice of intention to sell, lease, transfer or give a condominium dwelling unit, an investigation fee not to exceed \$50.00, or such fee as may be provided by the Florida Condominium Act, as amended from time to time.

MEADOWBROOKS LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

By *Frank Johnson*
President

Attest:

By *Jean Overman*
Secretary

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

BR15241PG0714

CERTIFICATE OF ADOPTION AND
MODIFICATION OF RULES AND REGULATIONS
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

84-179038

W I T N E S S E T H

WHEREAS, the Board of Directors of the Meadowbrook Lakes View Condominium Association, Inc. (Board) is the entity responsible for the operation of the Meadowbrook Lakes View Building "A", "B", "C", "D", "E" and "F" Condominiums, (Condominiums) as described in the Declarations of Condominium thereof, recorded in Books 9070, 9122, 9203, 9271, 9310 and 9802 at Pages 499, 404, 325, 292, 693 and 751 et. seq. of the Official Records of Broward County, Florida, (Declarations); and

WHEREAS, the Board has the authority and responsibility to promulgate reasonable rules and regulations governing the use of apartments, common elements and limited common elements of the Meadowbrook Lakes View Condominiums, as said terms are defined in the Declarations, which authority is explicitly contained in Article XII of said Declarations, Article III(c) of the Articles of Incorporation and Article III(12) of the By-Laws of said corporation; and

WHEREAS, the Board has made findings of fact based upon its experience in the operation of the Condominiums which has resulted in the adoption of certain reasonable rules and regulations for the health, safety and welfare of the owners of the Condominiums; and

WHEREAS, the Board has, at a duly called and noticed meeting thereof, held on May 1, 1984, voted by a vote of 9 to 2, to adopt and promulgate the rules and regulations attached hereto as Exhibit "A" and incorporated herein by express reference.

NOW, THEREFORE, BE IT RESOLVED that the rules and regulations contained in Exhibit "A" are hereby ratified and promulgated pursuant to the powers granted the Board in the Declaration.

RESOLVED this 17th day of May, 1984.

(CORPORATE SEAL)

MEADOWBROOK LAKES VIEW CONDO-
MINIUM ASSOCIATION, INC.

Francis W. Witkin, President
Martina N. Witkin, Assistant Secretary

STATE OF FLORIDA :

COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared Francis W. Witkin and Martina N. Witkin, President and Secretary respectively, of Meadowbrook Lakes View Condominium Association, Inc., to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 17 day of May, 1984.

Andrey G. Pavlov
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 16, 1988
BONDED THRU GENERAL INS. UND.

LAW OFFICES

RETURN TO: 1

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

REC 11724 PAGE 84

RESTRICTIONS AND COVENANTS

(As reviewed, revised and promulgated April , 1984 by the Board of Directors, Meadowbrook Lakes View Condominium Association Inc.)

1. RULES AND REGULATIONS:

It is the purpose of the Association to maintain a luxurious, but economically well-managed condominium complex and it is believed that these rules will aid this purpose. Your Board of Directors will welcome the assistance of all the owners in the enforcement of these regulations.

It is to be understood that these regulations will be enforced by the Board of Directors even if it becomes necessary to take offenders to court to do so.

Violations should be reported to the Board of Directors on complaint forms supplied in the recreation building. These complaint forms should state the violation, the offending apartment number and building and should be signed by the complaining owner and given to a member of the Board of Directors.

Violations will be called to the attention of the violating owner by the Board of Directors. If the violating owner or his lessee continues the violation, the Board of Directors will notify the legal firm that represents Meadowbrook Lakes View Condominium Association Inc, that they are to initiate a legal suit against the offending owner. The offending owner will be responsible for all legal costs as per the declaration of condominium as well as the amount of damage being sued for.

Owners are responsible for compliance by their guest and lessees with these rules and regulations.

2. FACILITIES:

The facilities of MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION INC., are for the exclusive use of Association members and their immediate families, resident house guests and guest accompanied by a member. No guest, or relative of any member, or lessee other than a house guest, or relative actually in residence, shall be permitted to use the swimming pool, or other recreational facilities, unless accompanied by a resident member of the family of such owner or lessee.

3. RULES ON RENTALS

a. Consent to Rent Forms obtained from Board of Directors must be approved by the Board of Directors after the lessee has been screened by the screening committee. A non returnable \$50.00 screening fee is charged to any person applying for screening, new owner or new or rescreened tenant. A \$400.00 deposit will be charged any new tenant and held in escrow by the Board of Directors and refunded within (30) days after expiration of lease and vacating of premises, less the cost of any damage of the Common Elements, attributed to the tenant. In the event that the Board of Directors determines a tenant has become an undesirable tenant, this \$400.00 deposit shall apply to the legal cost of evicting said undesirable tenant.

b. No lease shall be for a period of less than (4) consecutive months with no more than one (1) leasing in any given leasing year. All Leases shall be reviewed by the screening committee after one (1) year and approved or

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disapproved by the screening committee.

THE USE OF ANY APARTMENT BY FRIENDS OR RELATIVES FOR A PERIOD EXCEEDING 7 DAYS WITHOUT UNIT OWNER PRESENT, SHALL BE TREATED AS A RENTAL. THE ASSOCIATION IS TO BE NOTIFIED IN WRITING, OF THE USE OF ANY UNIT WHICH IS BEING OCCUPIED IN THEIR ABSENCE FOR ANY PERIOD OF TIME, WHICH IN EFFECT IS PROTECTION TO THE OWNER. NOTIFICATION MUST SHOW DATES OF OCCUPANCY AND MUST BE PROVIDED TO THE BOARD OF DIRECTORS 30 DAYS IN ADVANCE OF OCCUPANCY.

c. Leases must contain the following clause:

(a) Tenant is to comply to all By laws and regulations of the Association. The unit owner shall be fully responsible for any violation and/or damages to common elements.

NOTE: No tenant has the right to sub-lease.

(b) No rooms can be rented by Lessee or Lessor and no transient tenant is permitted in any Unit.

(c) No sub-leasing is allowed.

4. NOISES:

A. In order to insure your own comfort and that of your neighbors, radio, stereo and television sets should be turned down to a minimum volume between the hours of 11:00 P.M. and 8:00 A.M.. All other unnecessary noises, such as bidding good-night to departing guests and slamming car doors, between these hours should be avoided. Your neighbors will appreciate this.

B. Carpentry, carpet-laying, picture hanging or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 A.M. and 6:00 P.M. only. No exceptions shall be allowed.

C. Hard surface floor noises must be avoided at all times.

5. PETS:

A. No pets are allowed to occupy any apartment dwelling unit.

6. OBSTRUCTIONS:

A. Sidewalks, entrances, drive-ways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner.

B. A rug or mat not to exceed 18 inches in width and 36 inches in length will be accepted in front of entrance doors only.

7. CHILDREN:

No child under the age of 16 years may occupy any apartment except that a child under the age of 16 may visit for a period not in excess of 30 days during any given calendar year. The 30 days shall be added over the period of one year. This shall be a cumulative total, running over the period of a year and it is not intended to mean a 30 consecutive day period.

8. DESTRUCTION OF PROPERTY:

Neither members, their dependants, or guests, shall mark, mar, damage, destroy, deface or engrave any part of the building. Members shall be financially responsible for any such damage by their children, dependants, or guests

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9. EXTERIOR APPEARANCE:

To maintain a uniform and pleasing appearance to the exterior of the building, no awnings, or projections shall be attached to the outside walls, or to the balcony. This includes any type of umbrella. Patio floors may be painted any color desired, or may be covered with carpeting. Otherwise, standard exterior colors shall not be altered. No murals or paintings may be placed upon exterior walls.

10. CLEANLINESS:

Members shall not allow anything to be thrown, or to fall from windows, doors or balcony. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the windows, doors or balcony.

All occupants of apartments must maintain the apartments in a reasonably clean condition. Filth or dirt that attracts roaches or other bugs will not be tolerated and will be dealt with severely. Unit occupants must make provisions for access of the exterminator on the day scheduled for treatment of the apartments in each building.

All apartments must be treated monthly by a licensed exterminator.

Any occupant not providing access to the exterminator on the day scheduled for treatment, must then pay the amount charged by the exterminator for the return trip to treat the untreated apartment. All apartments must be treated monthly by the exterminator. Any occupant that wishes to have another exterminator treat their apartment other than the one hired by the Board of Directors, must provide a monthly receipt from a licensed exterminator that treats their apartment to the Board of Directors and provide the exterminator service at their cost.

Any occupant having a fear of letting an exterminator into their apartment should request to have a member of the Board of Directors present or a friend that they trust. All apartments must be treated monthly by the exterminator.

11. BALCONIES AND TERRACES:

Plants, pots, receptacles and other movable objects must not be kept, placed, or maintained on ledges of balconies, (catwalks). No object shall be hung from balconies (catwalks), window sills. No cloth, clothing, rugs or mops, shall be hung upon, or shaken from, windows, doors, balconies, or terraces (porch, patio). Members shall remove all loose objects, movable objects, including furniture from the balconies if they leave Meadowbrook Lakes View Condominium Association, Inc. and will not be in residence during the hurricane season unless hurricane enclosures exist on terraces (porches).

12. DOOR LOCKS:

Members must abide by RIGHT OF ENTRY INTO DWELLING IN EMERGENCIES.

In case of any emergency originating in, or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such dwelling for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each dwelling, shall deposit under the control of the Association, a key to such dwelling or keys if 2 locks exist.

If an owner of an apartment does not wish to provide keys to the Board of Directors, it is hereby established that the owner will be financially responsible for any damage caused by forced emergency entry to the apartment.

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13. BICYCLES:

All bicycles or shopping carts must be stored in an area designated by the building captain.

14. ATTIRE:

Members, their families and guests shall not appear in or use the lobby, or recreation building in bathing suits without proper over garments. Bathing suit attire is limited exclusively to the pool area.

15. PLUMBING:

Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed. No sweeping, rubbish rags, or other foreign substances shall be thrown in them. The costs of any damage resulting from the misuse shall be borne by the member causing the damage.

16. RESPONSIBILITY FOR DELIVERIES:

Members shall be liable for all damages to the building caused by receiving deliveries, or moving, or removing furniture or other articles from the building. All truck deliveries shall be through (center) area of the building. Three days advance notice to the Board of Directors or Building Captain is required for any moving in or moving out. There will be no Sunday moving or deliveries or any deliveries or moving before 8:00 A.M. and after 7:00 P.M..

17. TRASH CHUTES:

All refuse, waste, bottles, cans, garbage shall be securely contained in plastic bags and sent down the chute in a container not exceeding the width of the chute. Trash chutes may be used only between 8:00 A.M. and 10:00 P.M.. Newspapers, magazines and heavy items intended for disposal shall be placed in the trash room, on the first floor, and not thrown down the trash chute.

18. ROOF:

No one is permitted on the roof for any purpose.

19. SOLICITATION:

There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

20. SERVICE PEOPLE:

Service people are required to check in and out with the Association office.

21. STAFF PERSONNEL:

Employees are under the supervision of the Board of Directors. All requests for service by such employees must be approved by the manager. Tipping for any service is prohibited.

22. SWIMMING POOL:

Members and their guests using the swimming pool do so at their own risk. All children under 16 years of age must be accompanied by a re-

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sponsible adult. Members and their guests are requested to obey the swimming pool rules posted at the pool.

A. Visiting children under the age of three shall not be permitted in the pool at any time.

B. No glass containers of any kind will be permitted at the pool.

C. Those who have applied tanning oil or sun lotion, must remove these before entering the pool. In most cases, a shower with soap will be necessary.

D. When using oil or lotion, the pool furniture must be covered with a towel large enough to keep the furniture from getting any oil or lotion on it.

E. Males and females with long hair must wear a bathing cap.

F. Bathers must wear proper bathing attire.

G. Except for life preservers, no floating or non-floating objects, including rafts, are permitted in the pool.

23. PARKING:

Each apartment space shall be assigned by the Association to each apartment dwelling unit owner. No other space than that which is assigned may be used by such owner or tenant. Any parking space occupied by an owner or such owner's lessee, tenant, invitee or guest which is not assigned to such owner, tenant or lessee, shall be subject to having his car towed away and be charged for such expense. Guest parking spaces are available for visitors and apartment owners on a non-exclusive basis. PARKING SPACES ARE TO BE OCCUPIED BY PASSENGER CARS ONLY. THERE WILL BE NO EXCEPTION TO THIS RULE.

If an owner wishes to allow another owner or tenant to park in his parking space, the owner must provide written permission to the person he is allowing to park in his parking space. This written permission must be presented to the Board of Directors so that they may check it out with the owner of the parking space.

If an owner gives written permission to another person to park in his parking space and that person receiving the permission has a car that leaks oil, which damages the asphalt, the owner who gave written permission to allow another person to park in his parking space will be financially responsible for the damage to the asphalt.

24. FOOD AND BEVERAGES:

Food and beverages may not be consumed in the lobby, swimming pool, area, elevator or other common areas.

25. SIGNS:

No signs of any kind may be installed except by the Board of Directors.

26. LAUNDRY ROOMS:

A. No laundry is to be performed before 8:00 A.M. and after 9:00 P.M.

3. It is the obligation of everyone doing laundry to:

1. Clean the lint filter after finishing laundry.
2. Keep the laundry room clean.
3. Avoid spilling soap on the floor.
4. Close the laundry room door when finished with laundry.

No laundry is to be hung in laundry room to dry. The laundry room is provided for the use of everyone. If laundry is hung in the laundry room to dry, it prevents other owners access in the laundry room. Any laundry hung to dry in the laundry room will be taken down and stored wherever possible until the owner claims it.

No owner or tenant is permitted to adjust the temperature of the hot water tanks.

27. BARBEQUE GRILLS:

No barbeque grills (Hibachis) of any type are permitted to be used on terraces (porch, patios) or catwalks or outside common areas (grounds adjacent to buildings).

28. WASHING AUTOMOBILES:

Washing, polishing or vacuuming automobiles in the fire lane or service vehicle lanes, adjacent to the elevator tower, is prohibited.

29. LAKE: Swimming in the Lake is prohibited. Minors fishing in the lake must be accompanied by an adult.

WITNESS

WITNESS

MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

By Francis Wicken
President

ATTEST:

Martha Wicken
Secretary

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

80-268478

Dania City Council Return →
to: →

X 9/19

RALPH PAUL DOUGLAS
ATTORNEY AT LAW
4750 N. FEDERAL HIGHWAY
FT. LAUDERDALE, FLORIDA 33308
TELEPHONE 771-9510

DECLARATION OF CONDOMINIUM

MEADOWBROOK LAKES VIEW BUILDING B

A Condominium

MADE this 29 day of April, 1980 by MEADOWBROOK LAKES, INC., a Florida corporation, herein called "Developer", for itself, its successors, grantees and assigns.

DECLARATION

The Developer makes the following declaration:

I. PURPOSE: This Declaration submits the MEADOWBROOK LAKES VIEW BUILDING B apartment building and the land on which it is located, to a condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended, herein called the Condominium Act.

(1) Name and Address: The name by which this condominium apartment building is to be identified is MEADOWBROOK LAKES VIEW BUILDING B, a condominium and its address is: 111 S.E. 3rd Avenue, Dania, Florida.

(2) The Condominium Land, Survey, Plot Plan and Improvements: The lands owned by the Developer which are hereby submitted to the condominium form of ownership are located in Broward County, Florida and are as legally described in Exhibit A-1 attached hereto and made a part hereof.

II. The terms used herein, or in the Exhibits attached hereto shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires.

(1) Residence, Apartment or Dwelling Unit: Residence, apartment or dwelling unit as the term is used herein, shall mean and comprise the separate and numbered apartment units which are designated in Exhibit A-2 to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the upper top ceilings of each dwelling unit and further, excluding all spaces and improvements lying beneath walls, and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to apartment dwelling units and common elements.

(2) Common Elements: Common elements as the term is used herein shall mean and comprise all of the real property, improvements and facilities of the condominium other than the apartment dwelling units as the same are defined herein, all of which are more particularly described and set forth in Exhibit A-1. Common elements shall include easements through apartment dwelling units for all conduits, pipes, plumbing, wiring and all other facilities for the furnishing of utility services to

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apartment dwelling units and common elements and easements of support in every portion of an apartment dwelling unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such apartment dwelling units.

III. COMMON AREA BUILDING B: "Common Area Building B" is hereby defined as being certain property, title to which is held by the condominium association for the use and benefit of MEADOWBROOK LAKES VIEW BUILDING B, a condominium and all other condominiums to be constructed in the area legally described and set forth on Exhibit A-6 attached hereto and made a part hereof and which is known as MEADOWBROOK LAKES VIEW VILLAGE. Common Area Building B included roadways utilized for ingress or egress to the condominium property as well as to other contiguous property. The easements are hereby reserved for the exclusive use, benefit and enjoyment of the owners of property within MEADOWBROOK LAKES VIEW BUILDING B, and the owners of property within all other condominiums to be constructed in MEADOWBROOK LAKES VIEW VILLAGE. Such use includes the owners of property along with their lessees, licensees, invitees and the holders of bona fide mortgages thereon, the Developers and their successors and assigns, the personnel of the police and fire departments and other governmental agencies and service companies having valid jurisdiction over MEADOWBROOK LAKES VIEW VILLAGE while engaged in the performance of their respective functions, and other utility services as hereinafter provided and other utility services as more specifically set forth in the documents attached hereto and made a part hereof. It is contemplated that other condominium buildings shall be constructed in the MEADOWBROOK LAKES VIEW VILLAGE complex and along with and contiguous to each condominium shall be an additional "Common Area". Each "Common Area" shall be designated as "Common Area Building A", "Common Area Building B", "Common Area Building C", "Common Area Building D", and "Common Area Building E". Each common area shall be owned by the condominium association, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. for the benefit of the members of the condominium association. Each owner of a condominium apartment unit shall have the right to complete use and free access, including easements of ingress and egress, over all of the "Common Areas" in MEADOWBROOK LAKES VIEW VILLAGE. SEE

EXHIBIT A-3
(1) Recreation Area I: Recreation Area I specifically described and set forth in Exhibit A-4. Recreation Area I shall be deeded to the MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. simultaneously with the recording of the Declaration of Condominium of MEADOWBROOK LAKES VIEW BUILDING B and shall constitute a part of the Common Area of "Common Area Building B". The Recreation Area shall be for the benefit of the residents of MEADOWBROOK LAKES VIEW BUILDING B and all other condominiums constructed by the Developer in MEADOWBROOK LAKES VIEW VILLAGE. The maintenance and expenses of the Recreational Area shall be borne in accordance with the formal hereinafter set forth.

DEVELOPMENT PLAN

IV. This condominium is being developed in accordance with the survey of the land and graphic description and plot plan of improvements, constituting the condominium, identifying the apartment dwelling units, common elements, easements, Common Area Building B, Recreational Area I, as said terms are defined herein and as are more particularly set forth in the Exhibits which are attached hereto and made a part hereof. Each apartment dwelling unit is identified by a specific number on Exhibit A-2 and no other dwelling unit bears the same designation as any other dwelling unit. Typical apartment floor plans are set forth on Exhibit A-5 attached hereto and made a part hereof.

(1) The Developer is the owner of the fee simple title to the real property contiguous to this condominium. The real property is a part hereof. This Exhibit is the proposed site plan of all condominium buildings to be constructed in MEADOWBROOK LAKES VIEW VILLAGE which is a multi-phase condominium project. All of such condominium buildings are being developed under a common plan as set forth herein. The site plan is a proposed site plan of the location of additional condominiums which the Developer may construct. Each parcel submitted to condominium form of ownership pursuant to this common plan shall constitute a separate condominium property, but all of the condominiums within "MEADOWBROOK LAKES VIEW VILLAGE" shall be operated and governed by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,

hereinafter designated and referred to as "The Association". All of the condominiums developed under the common plan may be referred to collectively as "MEADOWBROOK LAKES VIEW VILLAGE". All owners of condominium apartment dwelling units within "MEADOWBROOK LAKES VIEW VILLAGE" shall have the right to use and enjoy all the common elements and common areas and recreation areas appurtenant to any and all condominiums within "MEADOWBROOK LAKES VIEW VILLAGE", notwithstanding that such common elements and common areas may be located in another "Common Area" in said "MEADOWBROOK LAKES VIEW VILLAGE". The legal description above referred to in the site plan on Exhibit A-6 would have excluded from it the property submitted for condominium ownership under this Declaration of Condominium as well as the Recreational Area and Common Area.

(2) Each condominium in MEADOWBROOK LAKES VIEW VILLAGE shall be charged with a portion of those costs and expenses (herein referred to as Village Costs) and more particularly hereinafter defined, incurred by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, in connection with those facilities and amenities of the entire village of MEADOWBROOK LAKES VIEW VILLAGE, such as by way of illustration and not in limitation thereof, the maintenance, costs and expenses of maintaining and operating Recreational Area I, the maintenance of the roadways and easements for ingress and egress, any street lighting facilities, any security services which may from time to time be employed by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., any expenditures, capital or otherwise utilized in connection with the lawn and grass maintenance, irrigation systems and/or maintenance of the lake and any other cost and expenses necessary to maintain "Common Area Building A", "Common Area Building B", "Common Area Building C", "Common Area Building D" and "Common Area Building E". The portion of such costs to be paid by each condominium shall be a fraction; the numerator of which shall be one and the denominator of which shall be the total number of condominium buildings which may be constructed under the Development Plan as set forth in Article IV hereinabove, all of which shall be located in "MEADOWBROOK LAKES VIEW VILLAGE" which is legally described and set forth on Exhibit A-6 attached hereto and designated as the MEADOWBROOK LAKES VIEW Site Plan Buildings A-E. Each apartment dwelling unit in each separate condominium shall be charged with the condominium's share of expenses in accordance with said apartment dwelling unit's percentage of ownership interest in the common elements which are described and set forth on Exhibit "B" entitled OWNERSHIP INTEREST IN COMMON ELEMENTS, attached hereto and made a part hereof. Assessments and provisions of Article XXXVII hereinafter set forth shall apply.

(3) The common expenses incurred by each separate condominium in "MEADOWBROOK LAKES VIEW VILLAGE" shall be paid to the MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. Each unit owner within a particular condominium shall only be responsible for paying his proportionate share of the common expenses of said condominium which shall equal his percentage of ownership interests in the common elements of the condominium which is described and set forth in Exhibit "B" entitled OWNERSHIP INTEREST IN COMMON ELEMENTS, attached hereto and made a part hereof. No condominium in "MEADOWBROOK LAKES VIEW VILLAGE" shall be responsible for paying any share or portion of expenses incurred by any other condominium. Each condominium shall be solely responsible for the expenses incurred by it plus its proportionate share of the village costs.

(4) Nothing contained in this Declaration of Condominium shall constitute an obligation or representation by Developer that additional condominiums shall be constructed on property contiguous thereto. The Development Plan contemplates the construction of additional condominiums but no representation is herein made that such additional condominiums, shall in fact be developed and constructed.

(5) A specific easement of ingress and egress is hereby granted by the Developer to apartment dwelling units in MEADOWBROOK LAKES VIEW BUILDING B across the common area of "Common Area Building E" to Recreational Area Parcel I.

RESTRICTION AGAINST FURTHER SUBDIVIDING OF APARTMENTS
AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY

V. No apartment dwelling unit may be divided or subdivided into a small apartment dwelling unit or smaller apartment dwelling units than as shown on Exhibits attached hereto, nor shall any apartment dwelling unit, or portion thereof, be added to or incorporated into any other apartment dwelling unit. The undivided interest in the common elements declared to be an appurtenance to each apartment dwelling unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said apartment dwelling unit, and the undivided interest in common elements appurtenant to each apartment dwelling unit shall be deemed conveyed, devised, encumbered or otherwise included with the apartment dwelling unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such apartment dwelling unit. Any conveyance mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon, an apartment dwelling unit shall be null, void and of no effect insofar as the same purports to affect any interest in an apartment dwelling unit and its appurtenant undivided interest in common elements, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire apartment dwelling unit. Any instrument conveying, devising, encumbering or otherwise dealing with any apartment dwelling unit which describes said apartment dwelling unit by the apartment dwelling unit number assigned thereto in Exhibit A-2 without limitation or exception, shall be deemed and construed to affect the entire apartment dwelling unit and its appurtenant undivided interest in the common elements. Nothing herein contained shall be construed as limiting or preventing ownership of any apartment dwelling unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS,
COMMON AREAS AND RECREATIONAL AREA

VI. The common elements and common areas and the recreational area shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement, which said easement is hereby created, in favor of all of the owners of apartment dwelling units in the condominium and in favor of all of the owners of apartment dwelling units in all condominiums created pursuant to and for the purposes provided in the "Development Plan" set forth in Article IV hereof within MEADOWBROOK LAKES VIEW VILLAGE for their use and the use of their immediate families, guests and invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this Article; the MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., herein identified, shall have the right to establish the rules and regulations governing the uses and enjoyment of all such common elements and pursuant to which the owner or owners of any apartment dwelling units may be entitled to exclusive use of any area or space or spaces.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENT

VII. In the event that any apartment dwelling unit shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the apartment dwelling unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such apartment dwelling unit shall exist for the continuance of such encroachment unto the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment dwelling unit, then an easement shall exist for the continuance of such encroachment of the common elements into any apartment dwelling unit for so long as such encroachment shall naturally exist.

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

VIII. Recognizing that the proper use of an apartment dwelling unit by any owner or owners is dependent upon the use and enjoyment of the common element in common with the owners of all other apartment dwelling units, and that it is in the interest of all owners of apartment dwelling units that the ownership of the common element be retained in common by the owners of apartment dwelling units in the condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each dwelling unit shall remain undivided and no owner of any apartment dwelling unit shall bring or have any right to bring any action for partition or division.

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH DWELLING UNIT

IX. The undivided interest in common elements appurtenant to each apartment dwelling unit is specifically set forth on Exhibit B attached hereto and made a part hereof. Likewise, each apartment dwelling unit shall have appurtenant thereto the same undivided interest in and to the common elements, subject, however, to the exclusive right of use of the common element or elements, which may be appurtenant to a particular apartment dwelling unit.

EASEMENT FOR AIR SPACE

X. The owner of each apartment dwelling unit shall have an exclusive easement for the use of the air space occupied by said apartment dwelling unit as it exists at any particular time and as said apartment dwelling unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

EASEMENTS AND CROSS EASEMENTS

XI. Inasmuch as the condominium constitutes on phase of a multi-phase project, there are hereby created easements in favor of any other condominiums which may be constructed as a part of the "Development Plan" in "MEADOWBROOK LAKES VIEW VILLAGE" and the owners of property therein, as well as for the Developer for ingress and egress which easements may be necessary to provide power, electric, telephone, sewer, water and other utility services and lighting facilities, irrigation, security service and facilities in connection therewith, and the like. Developer, for itself, its nominees, and the Association herein described, reserves the right to impose upon the common elements and common areas henceforth and from time to time such easements and cross easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for, the condominium and future condominiums which may be constructed in "MEADOWBROOK LAKES VIEW VILLAGE".

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

XII. In order to provide for the efficient and effective administration of the condominium by the owners of apartment dwelling unit, and particularly in conjunction with other condominiums within "MEADOWBROOK LAKES VIEW VILLAGE" and which may be constructed in the future in "MEADOWBROOK LAKES VIEW VILLAGE": as has more fully been set forth in Article IV above, a non-profit corporation known and designated as MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. (heretofore referred to as "the Association") has been organized and said corporation shall administer the operation and management of the condominium and other condominiums and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws

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and covenants and restrictions promulgated by the Association from time to time. A true copy of said Articles of Incorporation, By-Laws, and Covenants and Restrictions are annexed hereto and expressly made a part hereof as Exhibits C and D and E respectively. The owner or owners of each apartment dwelling unit shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any apartment dwelling unit and its appurtenant undivided interest in common elements, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such apartment dwelling unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any apartment dwelling unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment dwelling units, common elements as the Board of Directors of the Association may deem to be in the best interests of the condominium.

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO
APARTMENT DWELLING UNITS

XIII. Each apartment dwelling unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, and invitees. No owner or owners of any apartment dwelling unit shall permit use of the same for transient, hotel or commercial purposes, provided, however, that so long as the Developer shall retain any interest in the condominium, it may utilize an apartment dwelling unit or apartment dwelling units of its choice from time to time, for sales office, model, prototype or other usage for the purpose of selling apartment dwelling units in said condominium. Still further, the Developer may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all apartment dwelling units in all condominiums located in the area known as "MEADOWBROOK LAKES VIEW VILLAGE" have been sold, this Developer's right of commercial usage shall immediately cease.

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USE OF APARTMENT DWELLING UNITS, COMMON
ELEMENTS, COMMON AREAS AND RECREATION AREAS
SUBJECT TO RULES OF ASSOCIATION

XIV. The use of common elements, common areas and recreation areas by the owner or owners of all apartment dwelling units and all other parties authorized to use the same, and the use of all apartment dwelling units by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association.

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES,
RESTRICTIONS AGAINST NUISANCES, ETC.

XV. No immoral, improper, offensive or unlawful use shall be made of any apartment dwelling unit or of the common elements, nor any part hereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed. No owner or any apartment dwelling unit shall permit or suffer anything to be done or kept in his apartment dwelling unit, or on the common element, which will increase the rate of insurance on the condominium or which will obstruct or interfere with the rights of other owners or occupants of other apartment dwelling units or annoy them by unreasonable noises nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of an apartment dwelling unit or which interferes with the peaceful possession and proper use of any other apartment dwelling unit or the common element.

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RIGHT OF ENTRY INTO APARTMENT DWELLING UNIT
IN EMERGENCIES

XVI. In case of any emergency originating in or threatening any apartment dwelling unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association, or any other person authorized by it, or the area superintendent or managing agent, shall have the right to enter such apartment dwelling unit for purposes of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry, in the event of any such emergency, the owner of each apartment dwelling unit, if required by the Association, shall deposit under the control of the Association, a key to such apartment dwelling unit.

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

XVII. Whenever it is necessary to enter any apartment dwelling unit for the purpose of performing any maintenance, alteration or repair to any portion of the common element, the owner of each apartment dwelling unit shall permit other owners or their representatives or the duly constituted and authorized agent of Association, to enter such apartment dwelling unit, constituting an appurtenance to any such apartment dwelling unit, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY
APARTMENT DWELLING UNIT

XVIII. No owner of an apartment dwelling unit shall permit there to be made any structural modifications or alterations in such apartment dwelling unit without first obtaining the written consent of "Association", which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner be detrimental to the condominium in part or in its entirety. If the modification or alteration desired by the owner of any apartment dwelling unit involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner effect or interfere with the provision of utility services constituting common elements located therein. No owner shall cause any terrace or balcony abutting his apartment dwelling unit to be enclosed or cause any improvements or changes to be made to the exterior of the apartment dwelling units, including painting or other decoration, or the installation of electrical wiring, television antennae, machines or air conditioning units, which may protrude through the walls or roof of the condominium, or in any manner change the appearance of any portion of the building not within the walls of such apartment dwelling unit, without the written consent of Association being first had and obtained.

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE
PROPERTY AND ASSESSMENT THEREFOR

XIX. Association shall have the right to make or cause to be made such alterations or improvements to the common elements, provided the making of such alterations and improvements are approved by the Board of Directors of said Association and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of apartment dwelling units subject to assessments as hereinafter set forth. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of an apartment dwelling unit requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the apartment dwelling unit or apartment dwelling units exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

MAINTENANCE AND REPAIR BY OWNERS

XX. Every owner must keep and maintain his apartment dwelling unit, its equipment and appurtenances, in good repair, order, condition and must perform promptly all maintenance and repair work within his apartment dwelling unit which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing Plan of Development, being expressly responsible for the damages and liability which its failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each apartment dwelling unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light power, air conditioning and heating, telephone, sewage and sanitary service which may now or hereafter be situated in his apartment dwelling unit. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain in his apartment dwelling unit. Such owner shall be responsible for pest and termite control to the extent, and with a company or companies approved by Association. Wherever the maintenance, repair and replacement of any items, for which the owner of an apartment dwelling unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association, or the Insurance Trust hereafter designated, shall be used for the purpose of making such maintenance, repair, or replacements, except that the owner of such apartment dwelling unit shall be, in said instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. Any terrace or balcony attached to the apartment dwelling unit must be maintained by the owner and kept in a neat, trim condition; similarly any courtyard or other garden area appurtenant to the dwelling, must be maintained by owner and kept in a neat, trim condition. It is expressly understood that there are appurtenant to some apartment dwelling units air conditioning equipment which may be located upon the roofs appurtenant to the units. An easement is hereby reserved in favor of each such unit for the purpose of maintenance, repair or replacement of the said air conditioning equipment by the respective owners as required hereinabove.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS, COMMON AREAS AND RECREATIONAL AREAS BY ASSOCIATION

XXI. Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements, common areas and recreational areas, except, as expressly provided above, more particularly in Article XX hereof, including, but not limited to all pipes, conduits, wiring, plumbing and other facilities for the furnishings of utility services which are contained in the portions of the residence contributing to the support of the building or within interior boundary walls and all such facilities within an apartment dwelling unit which services other parts of the condominium other than said apartment dwelling unit, and as to the structure constituting the apartment dwelling units, the responsibility of the Association for maintenance, repair and replacement shall be limited to painting of all exterior walls as needed, painting and/or staining of exterior woodwork as needed. Roof maintenance which shall mean and is limited to cleaning of roof as needed, replacing roof tiles as needed and repairing cause of leaks and any damage to common elements arising therefrom. Should any incidental damage be caused to any apartment dwelling unit by virtue of any work which may be done or caused to be done by Association in the maintenance, repair, or replacement of any common elements, the Association shall, at its expense, repair such incidental damage.

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PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF
APARTMENT DWELLING UNIT AND SEPARATE INSURANCE
COVERAGE, ETC.

XXII. The owner of each apartment dwelling unit may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverages against personal liability for injury to the person or property of another while within such owner's apartment dwelling unit or upon the common elements, common areas or recreational area. All such insurance obtained by the owner of each apartment dwelling unit shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of apartment dwelling units, Association, and the respective servants, agents and guests of said other owners and Association. Risk of loss of damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the common elements) belonging to or carried on the person of the owner of each apartment dwelling unit, or which may be stored in any apartment dwelling unit, or in, to or upon common elements, common areas or recreational areas, shall be borne by the owner of each such apartment dwelling unit. All furniture, furnishings and personal property constituting a portion of the common elements, common area and recreational area and held for the joint use and benefit of all owners of all apartment dwelling units shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided. The owner of an apartment dwelling unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements, common area or recreational area. The owner of an apartment dwelling unit shall be liable for injuries or damages resulting from an accident in his own apartment dwelling unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION,
INSURANCE TRUSTEE, APPOINTMENT AND DUTIES, USE AND
DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

XXIII. The following insurance coverage shall be maintained in full force and effect by Association covering the condominium, meaning the apartment dwelling units, common elements, common areas and recreational areas and the operation and management thereof, to-wit:

A. Casualty insurance covering all of the apartment dwelling units, common elements, common areas and recreational area, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (1) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm, endorsement; and (2) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the condominium, including vandalism, malicious mischief and other such insurance coverages, as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

B. Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said association and the owners of all apartment dwelling units including such insurance coverages, as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

C. Workmen's Compensation insurance to meet the requirements of laws;

owners of apartment dwelling units and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of Association, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to Association, such Certificate of certify unto said Insurance Trustee the name or names of the owners of each apartment dwelling unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each apartment dwelling unit, and the respective percentages of any distribution which may be required to be made to the owner or owners of any apartment dwelling unit or apartment dwelling units, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering an apartment dwelling unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent, a distribution to the owner or owners of any apartment dwelling unit or apartment dwelling units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any apartment dwelling unit or apartment dwelling units and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of common elements and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss of or damage only to common elements, common areas or recreational areas, real or personal, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements, common area and recreational area, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the apartment dwelling units and their respective mortgages, irrespective of whether there may be exclusive right to use an area constituting a common element appurtenant to any of such apartment dwelling units, the distribution to be separately made to the owner of each apartment dwelling unit and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each apartment dwelling unit and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the apartment unit to the total number of apartment units in all condominiums in "MEADOWBROOK LAKES VIEW VILLAGE". If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds, when collected will not be so sufficient, then Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by Association with the Insurance Trustee, in said latter event, may be paid by Association out of its reserve for replacement fund, and if the amount in such reserve for replacement fund is not sufficient, then Association shall levy and collect an assessment against the owners of all apartment dwelling units in "MEADOWBROOK LAKES VIEW VILLAGE" and said apartment dwelling units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use an area constituting common elements which may be an appurtenance to said apartment dwelling unit.

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D. Such other insurance coverage, other than title insurance as the Board of Directors of Association, in its sole discretion, may determine from time to time to be in the best interests of Association and the owners of all of the apartment dwelling units.

All liability insurance maintained by Association shall contain cross liability endorsements to cover liability of all owners of apartment dwelling units as a group to each apartment dwelling unit owner.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the owners of all apartment dwelling units. The cost of obtaining the insurance coverage authorized above is declared to be a common expense as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of Association and all of the owners of all apartment dwelling units, and their respective mortgagees, as their interests may appear and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as authorized agent for all of the owners of all apartment dwelling units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by Association and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by Association.

Association shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in Broward County, State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of insurance as are paid and to hold same in trust for the purposes herein stated and for the benefit of Association and the owners of all apartment dwelling units and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to

In the event of the loss of or damage to common elements, common area and recreational area and any apartment dwelling unit or apartment dwelling units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, common area and recreational area and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any apartment dwelling unit or apartment dwelling units which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements, common area and recreational area and the apartment dwelling unit or apartment dwelling units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all apartment dwelling units, and to their mortgagees or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds, when collected will not be so sufficient, then the Board of Directors of Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the common elements, common area and recreational area and the apartment dwelling unit or apartment dwelling units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common element, common area or recreational area, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any apartment dwelling unit or apartment dwelling units, then Association shall levy and collect an assessment from the owner or owners of the apartment dwelling unit or apartment dwelling units sustaining any loss or damage and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common elements, common area and recreational area and apartment dwelling unit or apartment dwelling units. In said later event, the assessment to be levied and collected from the owner or owners of each apartment dwelling unit or apartment dwelling units sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of an apartment dwelling unit and his apartment dwelling unit shall bear the same proportion to the total assessment levied against all of said owners of apartment dwelling units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's apartment dwelling unit bear to the cost applicable to all of said apartment dwelling units sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee, in the event of the loss or damage to common elements, common area or recreational area and apartment dwelling unit or apartment dwelling units, is not an amount which will pay for the complete repair, replacement or reconstruction of the common elements, common area and recreational area, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements, common area and recreational area before being applied to the repair, replacement or reconstruction of an apartment dwelling unit or apartment dwelling units, then the cost to repair, replace or reconstruct said common elements, common areas or recreational areas in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all apartment dwelling units in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common elements and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction of said common elements.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the Board of Directors of Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of apartment dwelling units or only by the owner or owners of any apartment dwelling unit or apartment dwelling units sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of the casualty insurance.

In the event of the loss or damage to personal property belonging to Association, the insurance proceeds, when received by the Insurance Trustee, shall be paid to Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, and should the Board of Directors of Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all apartment dwelling units and their respective mortgagee or mortgagees as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than Ten Thousand Dollars (\$10,000.00), then such sum need not be deposited with the Insurance Trustee, but rather shall be paid directly to the Association to be disbursed in accordance with the terms of this Article.

Insurance required to be purchased under the terms of this Declaration of Condominium regardless of whether such insurance is casualty insurance, public liability or workmen's compensation or any other type of insurance must be purchased from an insurance company authorized to do business in the State of Florida. Further, such insurance company must have an agent operating and doing business in Broward County, Florida. Additionally, prior to the purchase of such insurance approval in writing of the insurance company, agent and the form of the policy itself must be approved by the institutional mortgagee holding mortgages upon the apartment dwelling unit. In the event there is more than one institutional mortgagee holding mortgages upon the apartment dwelling units, such approval must be obtained from the institutional mortgagee having the greatest number of mortgages in the condominium. The insurance provisions contained, herein are covenants for the benefit of institutional mortgagees. Such insurance provisions may be enforced as covenants by said institutional mortgagees.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM OR CONDOMINIUM ASSOCIATION AS A WHOLE

XXIV. Fee simple title to certain common areas in this condominium is held and owned by the Condominium Association. It is requested that the tax assessor prorate or divide the fee simple title to the land held by the Condominium Association so that the tax bills to each apartment dwelling unit would pay their share of the taxes due upon the total lands held by the Condominium Association. By doing this, taxes upon the land owned by the Association will not be billed monthly as part of the monthly maintenance assessment to each dwelling unit, but will be billed annually to the dwelling unit. For purposes of accomplishing this, the tax assessor shall make the proration based upon the assessed values of each apartment dwelling unit so that the division is made in accordance with the ratio which the assessment of one apartment dwelling unit bears to the assessment of all the apartment dwelling units in MEADOWBROOK LAKES VIEW VILLAGE

complex. In the event that any taxing authority having jurisdiction over the condominium shall levy or assess any tax or special assessment against the condominium or the condominium association as a whole, as opposed to levying and assessing such tax or special assessment against each apartment dwelling unit and its appurtenant undivided interest in common elements, as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by Association and any taxes or special assessments which are to be so levied shall be included, wherever possible in the estimated annual budget of Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all apartment dwelling units and said apartment dwelling units, if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the condominium or the Condominium Association as a whole, instead of against each separate apartment dwelling unit and its appurtenant undivided interest in the common elements, shall be apportioned among the owners of all apartment dwelling units so that the amount of said tax or special assessments so paid or to be paid by the Association and attributable to and to be paid by the owner of or owners of each apartment dwelling unit shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the assessed valuation by the tax assessor of the apartment dwelling unit bears to the total assessment valuation of all apartment dwelling units in the MEADOWBROOK LAKES VIEW VILLAGE complex. In the event that any tax or special assessment shall be levied against the condominium in its entirety without apportionment by the taxing authority to the apartment dwelling units and appurtenant undivided interests in common elements, then the assessment by Association which shall include the proportionate share of such tax or special assessment attributable to each apartment dwelling unit and its appurtenant undivided interest in common elements shall separately specify and identify the amount of such assessment attributable to such tax or special assessment and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any apartment dwelling unit and its appurtenant undivided interest in common elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such tax or special assessment has been separately levied by the taxing authority upon each apartment dwelling unit and its appurtenant undivided interest in common elements.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the annual budget of Association.

In apportionment of any tax or special assessment in accordance with the provisions of this Article, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a common element, common area or recreational area which may be an appurtenance to any apartment dwelling unit.

ASSOCIATION'S RIGHTS OF FIRST REFUSAL WITH
RESPECT TO SALE OR LEASE OF CONDOMINIUM UNITS

XXV. In order to assure a community of congenial residents and thus protect the value of the apartment dwelling units, the sale, leasing and other alienation of apartment dwelling units shall be subject to the following provisions:

Until this Declaration is terminated or until the condominium buildings are no longer tenantable, whichever first occurs, no apartment dwelling owner may dispose of an apartment dwelling unit or any interest therein by sale, lease or otherwise, except a transfer by one spouse to another without approval of the Board of Directors of the Association obtained in the manner herein provided.

The provisions of this Article shall not apply to the sale, lease or transfer of condominium units by the Developer in this condominium.

A. With the exception of transfer of ownership of any apartment dwelling unit by one spouse to another, should the owner of any apartment dwelling unit be desirous of leasing or selling such apartment dwelling unit, Association is hereby given and granted the right

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of first refusal to lease or purchase such apartment dwelling unit, as the case may be, on the terms and conditions herein stated, and no owner of an apartment dwelling unit shall lease or sell the same to any party without first giving Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said apartment dwelling unit on the same terms and conditions as those contained in any bona fide offer which the owner of such apartment dwelling unit may have received for the lease or purchase of his said apartment dwelling unit. Whenever the owner of any apartment dwelling unit has received a bona fide offer to lease or purchase his apartment dwelling unit (which offer shall have been accompanied by a substantial earnest money deposit hereby defined to be not less than 10% of the purchase price, as to a sale, and not less than two month's rent as to a lease), and is desirous of accepting such bona fide offer, the owner of such apartment dwelling unit shall notify the Board of Directors of Association in writing by registered or certified mail sent to the offices of said corporation, or by personal delivery made to the President or Secretary of the said Association, of his desire to accept such offer for the lease or purchase of his apartment dwelling unit, stating the name, address, business, occupation or employment if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. Furthermore, to be deemed a valid offer, offeror shall furnish such additional personal and financial information as may be requested by the Association. If Association is desirous of exercising its option to lease or purchase said apartment dwelling unit on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said apartment dwelling unit desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said apartment dwelling unit, such notice to be in writing and posted by registered or certified mail to said owner within fourteen (14) days from receipt by Association of the owner's notice to said corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If Association has elected to lease or purchase such apartment dwelling unit, then upon notifying the owner of such apartment dwelling unit of its election to lease or purchase said apartment dwelling unit, Association shall execute a lease or contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of an apartment dwelling unit has notified Association as above provided of his desire to lease or sell his apartment dwelling unit, such owner shall be free to consummate such lease or sale of his apartment dwelling unit unless, within fourteen (14) days after the owner has delivered his required notice to Association, Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such apartment dwelling unit. However, in said event, the owner of said apartment shall not lease or sell said apartment dwelling unit to any party other than the party designated to the Board of Directors of Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such apartment dwelling unit in the manner above provided.

If the Board of Directors of Association shall so elect, it may cause its right of first refusal to lease or purchase any apartment dwelling unit to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of Association may cause said apartment dwelling unit to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said apartment dwelling unit in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such apartment dwelling unit. Wherever such right of first refusal granted to Association is to be exercised in the name of a party approved by

Association, notice of such election, as required herein, shall be executed by Association and the party approved by the Board of Directors of said corporation.

Notwithstanding anything herein contained, the conveyance of any apartment dwelling unit pursuant to any such sale shall not be effective, and title and the right of occupancy of the premises shall not be deemed to have passed to the grantee, unless and until the Association, by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the grantee; the grantee shall have assumed in writing the terms and conditions of this Declaration and the By-Laws and Rules and Regulations of the Association; and the said approval and assumption shall have been recorded among the Public Records of Broward County, Florida.

Notwithstanding the foregoing, no apartment dwelling unit shall be leased unless the terms and provisions of such lease shall provide that such apartment dwelling unit may not be subject without the prior written approval of Association being first had and obtained and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of apartment dwelling units and common elements contained in this Declaration of Condominium, and with the Rules and Regulations contained herein or hereafter established by Association governing the use of such apartment dwelling units and common elements, and should any lessee not comply with such covenants, then Association shall be given the right to cancel and terminate such lease, all without any obligation to owner, and in said respect, the said Association shall be regarded as the Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease. NO APARTMENT MAY BE LEASED LESS THAN 120 CONSECUTIVE DAYS EACH YEAR.

B. Any owner who wishes to make a gift of his apartment dwelling unit ownership or any interest therein to any person or persons, other than the spouse of the owner, shall give to the Association not less than fourteen days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within ten (10) days after receipt of said written notice by the Association, the Association and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten days after their appointment, appoint another qualified estate appraiser to act as the third arbitrator. Within thirty days after the appointment of said arbitrator, the three arbitrators shall determine by majority vote the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the apartment dwelling unit ownership or interest therein shall expire thirty days after the date of receipt by it of such notice.

C. In the event any apartment dwelling unit owner dies leaving a Will devising his apartment dwelling unit or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and at time of death the heirs at law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the Association shall have an option (to be exercised in the manner hereafter set forth) to purchase said apartment dwelling unit ownership or interest therein either from the devisee or devisees or distributees thereof, or, if a power of sale is conferred by

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said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased owner, the Association shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or distributees or personal representatives, as the case may be. Within thirty (30) days thereafter, said devisee or devisees or distributees or personal representative, as the case may be, shall appoint a qualified real estate appraiser, to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and said devisee or devisees or distributees or personal representative, as the case may be. The Association's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire thirty (30) days after the date of receipt by it of such notice of the personal representative of the deceased owner is empowered to sell and shall expire three months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein.

Should the interest of a unit owner of developer become subject to a mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through foreclosure, judicial sale, or voluntary conveyance in lieu thereof shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said unit may be accomplished without the prior approval of the Association, notwithstanding provisions herein to the contrary, but the Seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents. Anything contained in this Article to the contrary notwithstanding, the Association must exercise its option as to any sale, lease or transfer or conveyance within the time period provided for herein and in the event the Association fails to do so, the lease, sale, transfer or conveyance shall be deemed approved and the Association shall issue a certificate of approval upon demand.

XXVI. ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

The Association shall, at all times, maintain a register setting forth names of the owners of all of the apartment dwelling units, and in the event of the sale or transfer of any apartment dwelling unit, to a third party, the purchaser or transferee shall notify Association in writing of his interest in such apartment dwelling unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any apartment dwelling unit. Further, the owner of each apartment dwelling unit shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any apartment dwelling unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any apartment dwelling unit may, if he or it so desires, notify Association of the existence of any mortgage or mortgages held by such party on any apartment dwelling unit, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

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XXVII. AMENDMENT OF DECLARATION OF CONDOMINIUM

No amendment may be made to the Declaration of Condominium which may change the percentage of ownership in the common elements appurtenant to each apartment dwelling unit, or which may alter the basis for apportionment of assessments both for common expenses and Village Costs which may be levied by the Association in accordance with the provisions hereof or which may effect the priority or security of a mortgage held upon a condominium unit. However, the Declaration of Condominium may be amended in the following manner:

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An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the majority of the members of Association whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty days nor later than sixty days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the members of the Association in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all apartment dwelling units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to effect the validity or priority of any mortgage held by a mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgages or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

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REMEDIES IN EVENT OF DEFAULT

XXVIII. The owner or owners of each apartment dwelling unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any apartment dwelling unit shall entitle Association or the owner or owners of other apartment dwelling unit or apartment dwelling units to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of Association or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association or, if appropriate, by an aggrieved owner of an apartment dwelling unit;

B. The owner or owners of each apartment dwelling unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment dwelling unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

C. In any proceeding arising because of an alleged default by the owner of any apartment dwelling unit, the Association, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any apartment dwelling unit be entitled to such attorney's fees;

D. The failure of Association or of the owner of an apartment dwelling unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of Association or of the owner of an apartment dwelling unit to enforce such right, provision, covenant or condition in the future;

E. All rights, remedies and privileges granted to Association or the owner or owners of an apartment dwelling unit pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above-mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity;

F. The failure of the Developer to enforce any right, privilege covenant or condition which may be granted to it by this Declaration of Condominium or other above-mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provisions, covenant or condition in the future.

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USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM
TO TENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF
DECLARATION OF CONDOMINIUM RULES AND REGULATIONS

XXXIX. All present or future owners, tenants, or any other person who might use the facilities of the condominium in any manner, are subject to the provisions of this Declaration of Condominium and all documents appurtenant hereto and incorporated herewith and the mere acquisition or rental of any apartment dwelling unit, or the mere act of occupancy of any apartment dwelling unit shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ASSESSMENT, LIABILITY, LIEN AND ENFORCEMENT

XXX. The Association is given the authority to administer the operation and management of the condominium, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all apartment dwelling units located in MEADOWBROOK LAKES VIEW A, MEADOWBROOK LAKES VIEW B and all other apartment dwelling units which may be constructed in the complex known as "MEADOWBROOK LAKES VIEW VILLAGE". In order to administer properly the operation and management of the project, Association will incur, for the benefit of all of the owners of apartment dwelling units, costs and expenses which will be continuing or non-recurring costs, as the case may be. To provide the funds necessary for such proper operation and management, the Association has heretofore been granted the right to make, levy and collect assessments against the owners of all apartment dwelling units and against said apartment units. In furtherance of said grant of authority to Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the condominium, to pay the common expenses as provided for in the foregoing Development Plan, the following provision shall be operative and binding upon the owners of all apartment dwelling units.

A. The assessment for common expenses within MEADOWBROOK LAKES VIEW VILLAGE shall be levied in the following manner: Each condominium shall be responsible for paying its common expenses incurred in the operation of its particular condominium. Each apartment dwelling unit shall pay its proportionate share of the common expenses based upon the percentage of ownership interests in the common elements which is set forth in Exhibit "B", OWNERSHIP INTEREST IN COMMON ELEMENTS, attached hereto and made a part hereof. No condominium shall be responsible for paying the common expenses of any other condominium.

Subject to the provisions of Subparagraph "F" of the Article, "Common Surplus" meaning all funds and other assets of the Association (including excess of receipts of Association, including, but not limited to assessments, rents, profits and revenues from whatever source, over the amount of common expenses), shall be owned by each apartment dwelling unit in accordance with the percentage of ownership by such apartment dwelling unit in the common elements as set forth on Exhibit B attached hereto and made a part hereof. Said common surplus shall be held by the Association in the manner and subject to the terms, conditions and provisions hereof imposing certain limitations and restrictions upon the use and distribution of said common surplus. Except for distribution of any insurance indemnity herein provided, or termination of the condominium, a distribution of common surplus which may be made from time to time shall be made equally to the then owners of the apartment dwelling units in accordance with their percentage interest in common surplus as declared herein.

B. The assessment levied against the owner of each apartment dwelling unit and his apartment dwelling unit shall be payable in annual quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of Association.

C. The Board of Directors of Association shall establish an annual budget in advance for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium.

D. The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements and common areas and recreational area, which reserve fund shall be for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the common elements, common areas and recreational areas, as well as the replacement of personal property, which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all apartment dwelling units. The amount to be allocated to such Reserve Fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonable necessary to anticipate the need for replacement of said common elements. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by Association, although nothing herein contained shall limit Association from applying any monies in such Reserve Fund for Replacement to meet other needs or requirements of Association in operating or managing the project in the event of emergencies, or in the event that the sum collected from the owners of apartment dwelling units are insufficient to meet the then fiscal financial requirements of Association, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of Association in the sole discretion of said Board of Directors.

E. The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of apartment dwelling units as a result of emergencies or for other reason placing financial stress upon the corporation.

F. All monies collected by Association shall be treated as the separate property of the said Association shall be treated as the separate property of the said Association, and such monies may be applied by the said Association to the payment of any expense of operating and managing the condominium, the other condominiums and areas and functions under the control of the Association and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association. Monies for any assessment paid unto Association by any owner or apartment dwelling unit may be comingled with the monies paid to the Association by the other owners of apartment dwelling units within the condominium and other

condominiums. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of Association, no member of said corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his apartment dwelling unit. When the owner of an apartment dwelling unit shall cease to be a member of Association by reason of the divestment of his ownership of such apartment dwelling unit, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of Association or which may have been paid to said Association by such owner, as all monies which any owner has paid to Association shall be and constitute an asset of said corporation which may be used in the operation and management of the condominium.

G. The payment of any assessment or installment thereof due to Association shall be in default of such assessment, or any installment thereof, if not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 10% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to Association. amd 6/13

H. The owner or owners of each apartment dwelling unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of an apartment dwelling unit in the condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to Association, such owner or owners of any apartment dwelling unit shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of an apartment dwelling unit may exempt himself from liability for an assessment levied against such owner and his apartment dwelling unit by waiver of the use or enjoyment of any of the common elements, or any service or services furnished to same and/or to the dwelling units or by abandonment of the apartment dwelling units or in any other manner.

J. Recognizing the necessity for providing proper operation and management of the project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of apartment dwelling units, and that the payment of such common expenses represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each apartment dwelling unit, Association is hereby granted a lien upon such apartment dwelling unit and its appurtenant undivided interest in the common elements and, if applicable, upon any exclusive right to use an area constituting common areas and recreational areas which may be an appurtenance to any such apartment dwelling unit, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each apartment dwelling unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said apartment dwelling unit and its appurtenant undivided interest in the common elements, common areas and recreational areas. The lien granted amd 6/13

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to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any apartment dwelling unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said apartment dwelling unit, without notice to the owner of such apartment dwelling unit. The rental required to be paid shall be equal to the rental charged on comparable type of apartment dwelling units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any apartment dwelling unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon is hereby placed on notice of the lien or other encumbrance thereon is hereby placed on notice of the lien granted to Association, and shall acquire such interest in any apartment dwelling unit expressly subject to such lien.

K. The lien herein granted unto Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the apartment dwelling unit encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the condominium as an entirety instead of levying the same against each apartment dwelling unit and its appurtenant undivided interest in common elements shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration of Condominium.

In the event that any person, firm or corporation shall acquire title to any apartment dwelling unit and its appurtenant undivided interest in common elements by virtue of any foreclosure, judicial sale or by voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said apartment dwelling unit and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by taxing authorities against the condominium in its entirety. In the event of the acquisition of title of an apartment dwelling unit by foreclosure, judicial sale or by voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring the title shall not be liable shall be absorbed and paid by all owners of all apartment dwelling units as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

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L. Whenever any apartment dwelling unit may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, Association, upon written request of the owner of such apartment dwelling unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such apartment dwelling unit. Such statement shall be executed by any officer of the corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and Association shall be bound by such statement.

M. In any voluntary conveyance of an apartment dwelling unit the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

N. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

O. Notwithstanding anything in this Declaration of Condominium to the contrary, it is declared that so long as the Developer shall own any of the apartment dwelling units in the condominium, Developer and the apartment dwelling units owned by him shall not be subject to assessment as provided for in this Declaration of Condominium provided that Developer shall at all times perform the commitment made in the Contract of Sale as to apartments sold in this condominium which is set forth in Paragraph O of said Contract of Sale and further at all times is adhering to Florida Statutes 718.116(b). In the event that Developer is in default of Paragraph O of said Contract or Florida Statutes 718.116(b), then all apartments owned by the Developer as well as Developer itself, shall be assessed for all expenses called for by this Declaration of Condominium to be assessed to apartment dwelling units.

XXXI. TERMINATION

Notwithstanding anything to the contrary contained herein, in the event of fire or other casualty or disaster, which shall so destroy the apartment dwelling units in this condominium as to require more than two-thirds of all such apartment dwelling units to be reconstructed as determined by the Board of Directors of the Association, then this Declaration and the plan of condominium ownership established herein shall terminate unless all of the owners of such apartment dwelling units agree that the said building shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all apartment dwelling units agree to reconstruct said buildings, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the plan of condominium ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the project which may then prevent the reconstruction of said apartment dwelling unit, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to Association for itself and for the benefit of the owners of all apartment dwelling units, under any insurance policy or policies then existing.

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If, as above provided, this Declaration of Condominium and the Plan of Condominium ownership established herein are to be terminated, then a Certificate of a Resolution of the Board of Directors of Association to said fact and notice of the cancellation and termination hereof shall be executed by the President and Secretary of Association in recordable form, and such instrument shall be recorded in the Public Records of Broward County, Florida. Upon termination of this Declaration of Condominium, and the plan of condominium ownership established herein, all of the owners of all apartment dwelling units in said condominium shall be and become tenants in common as to the ownership of all the real property located in this condominium together with any then remaining improvements thereon. The undivided interest in such real property and remaining improvements thereon held by the owner or owners of each apartment dwelling unit shall be the percentage interest in the common elements and common area and recreational area as is set forth in Exhibit B attached hereto and made a part hereof, and the lien of any mortgage or any encumbrance upon each apartment dwelling unit shall attach, in the same order of priority, to the percentage of undivided interest of the owner of an apartment dwelling unit in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the apartment dwelling units and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each apartment dwelling unit in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided.

Except in the event of this Declaration of Condominium and the plan of condominium ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said plan of condominium ownership may only be otherwise terminated by the unanimous consent of all of the owners of all apartment dwelling units in this condominium and all of the parties holding mortgages, liens or other encumbrances against any of said apartment dwelling units in which event, the termination of the condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the plan of condominium ownership established herein shall be executed in writing by all of the aforementioned parties and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

In the event of the termination of condominium as above provided, any exclusive right to use any area constituting common areas and recreational areas and which may be an appurtenance to any apartment dwelling unit shall automatically become a part of the apartment dwelling unit to which it is appurtenant.

XXXII. RIGHTS OF DEVELOPER TO SELL OR LEASE APARTMENT DWELLING UNITS OWNED BY IT FREE OF RIGHT OF FIRST REFUSAL: RIGHTS OF DEVELOPER RELATIVE TO THE DIRECTORS OF ASSOCIATION AND CERTAIN APARTMENT DWELLING UNITS

So long as Developer shall own any apartment dwelling unit the said Developer shall have the absolute right to lease, sell, transfer and/or convey any such apartment dwelling unit to any person, firm or corporation upon any terms and conditions as it shall deem to be in its own best interests, and in connection herewith the right of first refusal herein granted to the Association shall not be operative or effective in any manner as to Developer. The Developer shall have the right to control the Board of Directors of the Association until such time as the Developer sells 36 units in MEADOWBROOK LAKES VIEW VILLAGE. Then the purchasers may elect one-third (1/3) of the members of the Board of Directors of the Association. The purchasers may elect a majority of the members of the Board of Directors in any of the following events: three (3) years after 120 units in MEADOWBROOK LAKES VIEW VILLAGE have been sold, three (3) months after 216 units have been sold, when all of the 240 condominiums have been constructed in MEADOWBROOK LAKES VIEW VILLAGE and the Developer is not offering any more units for sale in the ordinary course of business, or when some of the 240 apartment units have been conveyed to purchasers and no other apartment units are being constructed or offered for sale by the Developer in the ordinary course of business, or in any event by December 31, 1987.

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Any vacancies on the Board of Directors of the Association while the Developer maintains a majority of seats on the Board of Directors shall be filled by the appointment of the Developer. The manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association and Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident in the condominium.

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

XXXIII. RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

XXXIV. SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants held to be partially invalid or unenforceable.

XXXV. LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership.

XXXVI. DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the lands, and shall constitute an equitable servitude upon each apartment dwelling unit and its appurtenant undivided interests in the common elements and this Declaration of Condominium shall be binding upon Developer, its successors and assigns and upon all parties who may subsequently become owners of apartment dwelling units in the condominium and their respective heirs, legal representatives, successors and assigns.

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XXXVII. COLLECTION OF COMMON AREA AND RECREATIONAL AREA COSTS

Common area and Recreational area costs as defined in Article shall be collected as follows:

A. MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. shall submit an annual budget to the owners of apartment dwelling units on January 3rd of each year beginning with January 3, 1981. Such budget shall be an estimate of common area and recreational area costs which are estimated to be incurred during the calendar year. Any objections to the proposed budget may be delivered to MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. by said apartment dwelling unit owners. Forty-five days after delivery of said budget, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. shall submit a bill to each apartment dwelling unit owner for said owner's prorata share of the common area and recreational area costs. Said bill shall be paid within thirty (30) days after delivery. Delivery to be accompanied by United States mail. The funds so collected shall be maintained by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. for the purpose of paying common area and recreational area costs.

and 4/13

B. In the event any apartment dwelling unit owner fails to pay said bill on or before the expiration of thirty (30) days from the date said bill is delivered, then and in such event, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. may record a lien upon said apartment dwelling unit for the amount of said bill. Said lien shall be inferior and subordinate to any mortgage lien on any apartment dwelling unit whether recorded in the Public Records before or after the recording of said lien by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. The provisions of this subparagraph shall not apply to any institutional lender in the event of a foreclosure upon an apartment dwelling unit or a deed in lieu thereof. Said institutional lender shall not be obligated to pay any of such costs for so long as said institutional lender may hold title to said property, nor shall said institutional lender be liable for any of said costs which have accrued prior to the time said institutional lender acquires title.

and 4/13

C. Said recorded lien may be foreclosed upon in the same manner or means as is a mortgage under the laws of the State of Florida. Said lien shall include a reasonable charge for attorneys fees and all court costs and other costs incurred in collecting said bill.

D. Alternatively, MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. may institute a suit at law for the recovery of said bill along with attorneys fees and all costs incurred in the collection of said bill. Such suit shall not eliminate the right to foreclose upon a lien for such bill.

XXXVIII. ASSIGNMENT OF PARKING PLACES

Each apartment dwelling unit shall have assigned to it by the Association no less than one parking place. The use of said parking place shall be in accordance with the rules and regulations of the Association, but there shall be no reassignment of said parking place or denial of the use of said parking place without the consent of the owner of the apartment dwelling unit to which said parking place was assigned. Said parking places constitute a part of the common area.

XXXIX. VOTING RIGHTS

Each apartment dwelling unit shall have one vote which may be exercised by the owners thereof as to all matters before the Association. Such vote shall be exercised in the manner provided by the By-Laws of the Association.

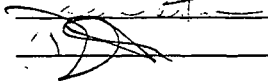
REC 9122 RE430

XXXX. DEFINITION OF INSTITUTIONAL MORTGAGEE OR LENDER

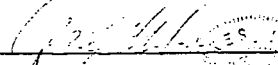
The definition of institutional mortgagee or institutional lender as those terms may be used herein are defined hereby as being any bank, chartered by the United States Government or by the State of Florida, any Federal Savings and Loan Association chartered by the United States government or agency thereof, any savings and loan association chartered by the State of Florida or agency thereof, any insurance company, any mortgage banking company incorporated in any state in the United States or any other lending agency of the Federal or State Government.

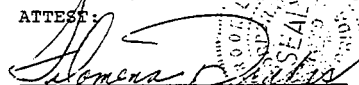
IN WITNESS WHEREOF, MEADOWBROOK LAKES VIEW, INC. has caused these presents to be executed in its name by its President and its corporate seal to be affixed, attested by its Secretary, this 29 day of April, 1980.

Signed, sealed and delivered
in the presence of:



MEADOWBROOK LAKES VIEW, INC.

By 

ATTEST: 

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS:

BEFORE ME personally appeared ANTHONY DRAKAS and FILOMENA DRAKAS to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above-named MEADOWBROOK LAKES VIEW, INC., a Florida corporation and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively, of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 29 day of April 1980.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires December 29, 1983
Bonds and Surety Bonding Agency

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JOINDER OF MORTGAGEE

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, a U. S. corporation, called the Mortgagee, the owner and holder of Mortgages upon the condominium land of MEADOWBROOK LAKES VIEW BUILDING B, joins in the making of the foregoing Declaration of Condominium, and agrees that the lien of these Mortgages shall be upon the following described property in Broward County, Florida:

All of the condominium apartment units of MEADOWBROOK LAKES VIEW BUILDING B, a condominium, according to the Declaration of Condominium filed herewith together with all appurtenances to the units, including but not limited to all of the undivided shares in the common elements.

The making of the Joinder shall not act to waive any rights of the undersigned Mortgagee under the existing Mortgages as above described.

James J. DeLoe
James J. DeLoe
Witnesses

UNITED FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BROWARD
COUNTY

By Frank V. Reilly
Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME personally appeared Frank V. Reilly,
Vice President of UNITED FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BROWARD COUNTY, a U. S. corporation, to me well
known to be the individual and officer described in and who executed
the foregoing instrument and acknowledged the execution thereof to
be his own free act and deed as officer thereunto and that he had
the power and authority to execute said instrument for the uses and
purposes set forth therein.

WITNESS my hand and official seal this 12th day of Sept.,
1980.

James J. DeLoe
Notary Public

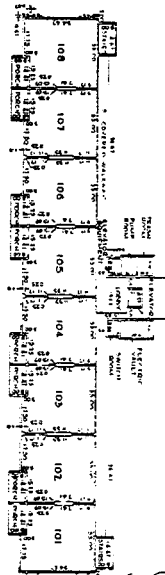
My Commission Expires: 8/19/81



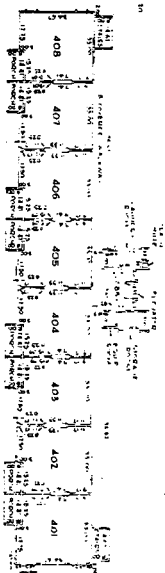
REC 9122 PAGE 132

MEADOWBROOK LAKES VIEW, BUILDING 'B'

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PAGE 434



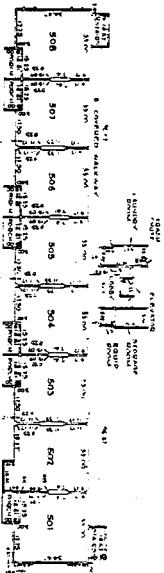
FIRST FLOOR



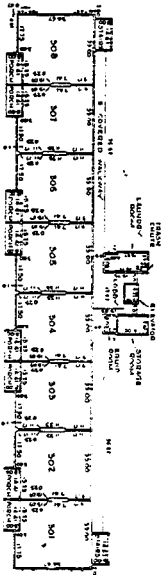
FOURTH FLOOR



SECOND FLOOR



FIFTH FLOOR



THIRD FLOOR

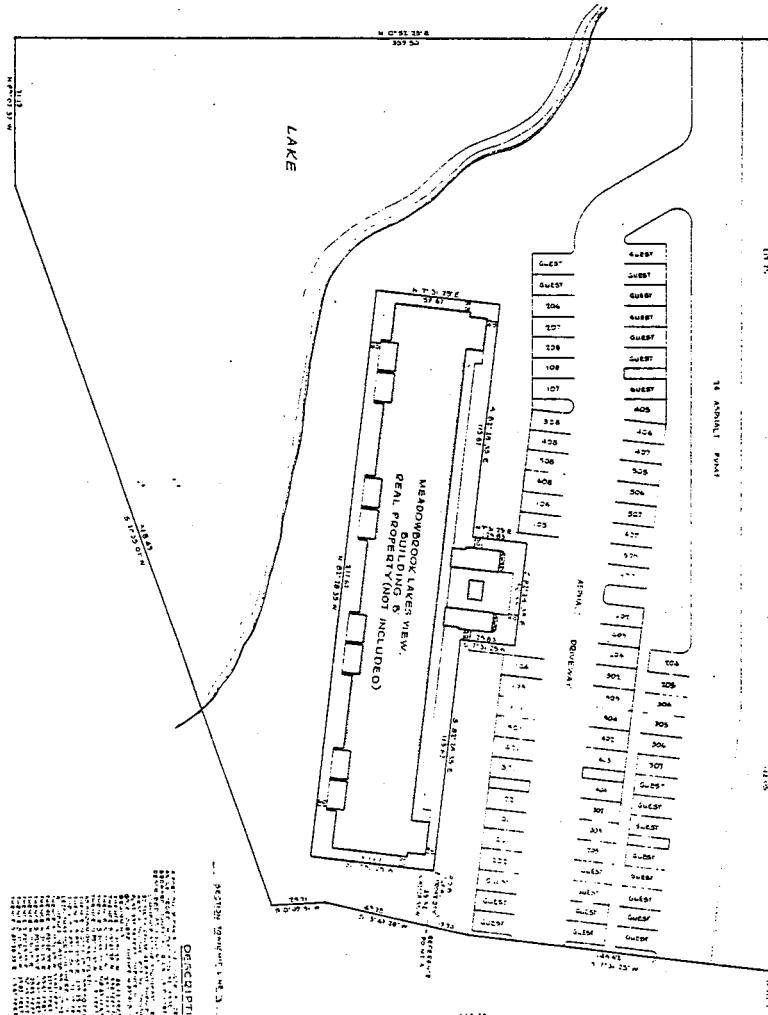


SIXTH FLOOR

PREPARED BY
G. P. LEGG ASSOCIATES, INC.
LAND SURVEYOR
PENNSYLVANIA
MEMBER A.S.L.S.

MEADOWBROOK LAKES VIEW, BUILDING 'B' COMMON AREA

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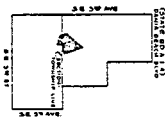


DESCRIPTION

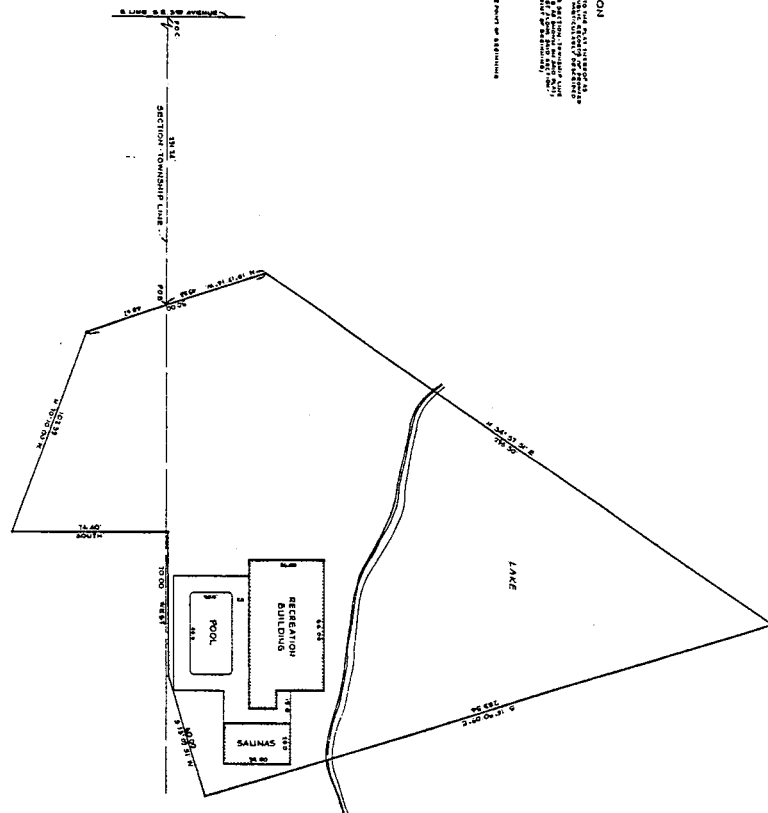
OP LEGAL & ASSOCIATES, INC.
LAND SURVEYORS
PENSACOLA, FLORIDA

OFF REC 9122 PAGE 436

9 JUL 1986

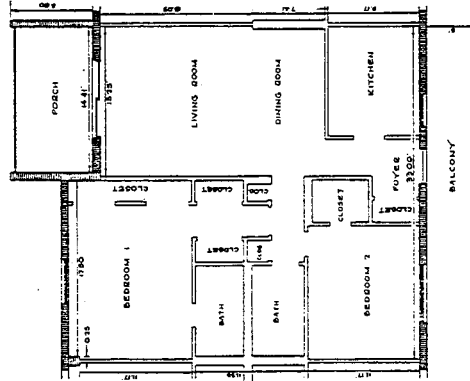


PREPARED BY
D P LEGG & ASSOCIATES, INC
LAND SURVEYORS
PEMBROKE PINES, FLORIDA

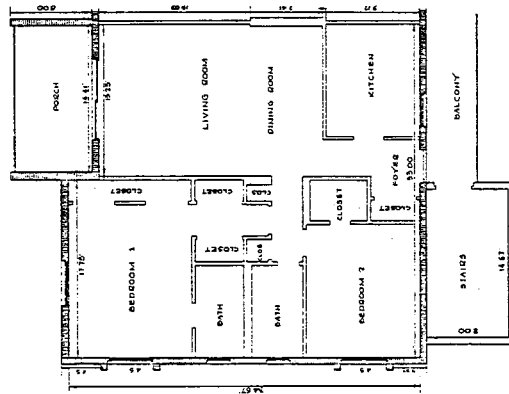
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SHEET 5 OF 5

MEADOWBROOK LAKES VIEW TYPICAL UNIT FLOOR PLANS



TYPICAL UNIT FLOOR PLAN



TYPICAL END UNIT FLOOR PLAN

PREPARED BY
R. P. LEGG & ASSOCIATES, INC.
LAND SURVEYORS
PEMBROKE PINES, FLORIDA
MARCH 1982

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MEADOWBROOK LAKES VIEW BUILDING B

OWNERSHIP INTEREST IN COMMON ELEMENTS

Each condominium apartment unit shall own an undivided percentage interest of 2.083 in the common elements except for Apartment No. 608 which shall own an undivided 21099 percentage interest in the common elements.

Each condominium apartment unit shall own an undivided percentage interest in the common elements as follows:

1.	Apartment 101	2.083%
2.	Apartment 102	2.083
3.	Apartment 103	2.083
4.	Apartment 104	2.083
5.	Apartment 105	2.083
6.	Apartment 106	2.083
7.	Apartment 107	2.083
8.	Apartment 108	2.083
9.	Apartment 201	2.083
10.	Apartment 202	2.083
11.	Apartment 203	2.083
12.	Apartment 204	2.083
13.	Apartment 205	2.083
14.	Apartment 206	2.083
15.	Apartment 207	2.083
16.	Apartment 208	2.083
17.	Apartment 301	2.083
18.	Apartment 302	2.083
19.	Apartment 303	2.083
20.	Apartment 304	2.083
21.	Apartment 305	2.083
22.	Apartment 306	2.083
23.	Apartment 307	2.083
24.	Apartment 308	2.083
25.	Apartment 401	2.083
26.	Apartment 402	2.083
27.	Apartment 403	2.083
28.	Apartment 404	2.083
29.	Apartment 405	2.083
30.	Apartment 406	2.083
31.	Apartment 407	2.083
32.	Apartment 408	2.083
33.	Apartment 501	2.083
34.	Apartment 502	2.083
35.	Apartment 503	2.083
36.	Apartment 504	2.083
37.	Apartment 505	2.083
38.	Apartment 506	2.083
39.	Apartment 507	2.083
40.	Apartment 508	2.083
41.	Apartment 601	2.083
42.	Apartment 602	2.083
43.	Apartment 603	2.083
44.	Apartment 604	2.083
45.	Apartment 605	2.083
46.	Apartment 606	2.083
47.	Apartment 607	2.083
48.	Apartment 608	2.099
	TOTAL	100.000%

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EXHIBIT B

State of Florida



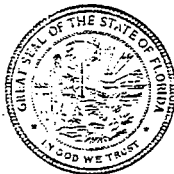
Department of State

I certify that the attached is a true and correct
copy of the Articles of Incorporation of

MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

filed on the 5th day of August, A.D., 1980

The Charter Number is 753679.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of August, 1980

George Firestone
Secretary of State

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FILE 9070 PAGE 535

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ARTICLES OF INCORPORATION
OF
SECRETARY OF STATE
MIAMI, FLORIDA
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers herein-after mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be: MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the Corporation).

II.

The purposes and objects of the Corporation shall be to administer the operation and management of all condominiums to be constructed in accordance with the Condominium Act of the State of Florida and pursuant to the Development Plan set forth in the various Declarations of Condominium of Meadowbrook Lakes View Building A, Meadowbrook Lakes View Building B, Meadowbrook Lakes View Building C, Meadowbrook Lakes View Building D and Meadowbrook Lakes View Building E in the area known as "Meadowbrook Lakes View Village" and to undertake the performance of the acts and duties incident to the administration of the operation and management of each and every said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declarations of Condominium which will be recorded in the Public Records of Broward County, Florida, at the times portions of said property, and the improvements now or hereafter situate thereon, are submitted to plans of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium; and further to foster a fine residential community throughout the various areas of the development commonly known as "Meadowbrook Lakes View Village", located in Broward County, Florida, and in this respect to cooperate and deal with other condominium associations and entities to accomplish this objective. The corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporation not for profit under the law pursuant to which this Corporation is chartered and pursuant to the Condominium Act of the State of Florida.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(A) To make and establish reasonable rules and regulations governing the use of apartment dwelling units, common elements, recreation area, and common area in said Condominiums as said terms may be defined in said Declarations of Condominium to be recorded.

Exhibit C

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(B) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(C) To levy and collect assessments against members of the Corporation to defray common expenses of the Condominiums as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including apartment dwelling units in said Condominiums.

(D) To maintain, repair, replace, operate and manage the Condominiums and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(E) To hire individuals to assist the Association in the collection of assessments, preparation of records, and maintain the common elements and common areas. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said Condominiums as same may be hereafter established.

(G) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by Declaration of Condominium and the By-Laws.

(H) To deal with other condominium associations or representatives thereof on matters of mutual interest and to levy, collect and disburse funds from time to time as may be provided in the Declarations of Condominium and By-Laws for the maintenance, repair and replacement of property located within "MEADOWBROOK LAKES VIEW VILLAGE".

(I) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declarations of Condominium aforementioned.

IV.

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all apartment dwelling units in all said condominiums shall be members of the Corporation and no other persons or entities shall be entitled to membership, except as provided in item 5 of Article IV.

2. Membership shall be established by the acquisition of fee title to apartment dwelling unit, whether by conveyance, judicial decree or otherwise provided that such acquisition shall be approved in accordance with, and conform to the provisions of, these Articles, the applicable Declarations of Condominium, and the By-Laws, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any apartment dwelling unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment dwelling units, so long as such party shall retain title to or a fee ownership interest in any apartment dwelling unit.

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3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his apartment dwelling unit. The funds and assets of the corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment dwelling unit, which vote may be exercised or cast by the owner or owners of each apartment dwelling unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one apartment dwelling unit, such member shall be entitled to exercise or cast as many votes as he owns apartment dwelling units, in the manner provided by said By-Laws.

5. Until such time as a portion of the property described in Article II hereof and improvements constructed thereon shall be submitted to a plan of condominium ownership by the recordation of a Declaration of Condominium, the Membership of the corporation shall be comprised of the subscribers to these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V

The corporation shall have perpetual existence.

VI

The principal office of the corporation shall be located at 45 East Sheriden Street, Dania, Florida; but the Corporation may maintain offices and transact business in such other places within or without the State of Florida, as may from time to time be designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

VII

1. The Board of Directors shall consist of the number of directors determined in accordance with the By-Laws, but not less than three directors; and in the absence of such determination said Board shall consist of three directors. After the Developer, MEADOWBROOK LAKES VIEW, INC., or its nominee, has relinquished control of the Board of Directors as provided herein, a majority of the first elected Board of Directors and all others thereafter must be members of the Corporation and each condominium in the complex of Meadowbrook Lakes View Village shall be entitled to designate its pro-rata share of directors.

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

3. Directors of the Corporation may be elected by unit owners in accordance with the provisions of Florida Statutes 718.301. No greater number of directors shall be elected by the members hereof than is allowed by said Statute.

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4. The names and addresses of the members of the first Board of Directors who shall hold offices until their successors are elected and have qualified in accordance herewith, or until removed, are as follows:

Anthony Drakas	45 East Sheridan Street Dania, Florida
Jean Stein	45 East Sheridan Street Dania, Florida
Filomena Drakas	45 East Sheridan Street Dania, Florida

VIII.

The affairs of the Corporation shall be managed by the officers in accordance with the By-Laws. The officers shall be appointed from time to time by the Board of Directors; after Developer shall have relinquished control of the Corporation, appointment of officers shall take place at the first Board meeting following the annual meeting of the members of the Corporation, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are appointed by the Board of Directors are as follows:

Anthony Drakas President	45 East Sheridan Street Dania, Florida
Jean Stein Vice President	45 East Sheridan Street Dania, Florida
Filomena Drakas Secretary/Treasurer	45 East Sheridan Street Dania, Florida

IX.

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

X.

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

XI.

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the directors, or by the members of the Corporation owning a majority of the apartment dwelling units in all condominiums administered hereby whether meeting as members or by instrument in writing signed by them. Upon any Amendment or

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Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At such meeting the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the apartment dwelling units in all said Condominiums in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

amd 3/19

~~Not~~withstanding the foregoing provisions of this Article IX, until Developer shall have relinquished control of the Corporation as hereinabove provided, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

deleted; amd 3/19

XII.

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

Anthony Drakas	45 East Sheridan Street Dania, Florida
Jean Stein	45 East Sheridan Street Dania, Florida
Filomena Drakas	45 East Sheridan Street Dania, Florida

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XIII.

All assessments paid by the owners of apartment dwelling units for the maintenance and operations of all condominiums in the MEADOWBROOK LAKES VIEW VILLAGE complex shall be utilized by the Corporation to pay such costs.

XIV.

The Registered Agent of this corporation shall be Anthony Drakas, 45 East Sheridan Street, Dania, Florida and the registered office shall be located at 45 East Sheridan Street, Dania, Florida.

XV.

This corporation shall have the power and authority to engage in a water management program for Meadowbrook Lakes View Village which shall include, but not be limited to water drainage, maintaining drainage ditches and lakes, storm drainage and any and all other functions necessary to effectuate the foregoing. The corporation shall have the authority to assess maintenance costs incurred in connection with such responsibility, which assessments shall be made against the apartment dwelling units located within Meadowbrook Lakes View Village.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 29 day of April, 1980.

Anthony Drakas
ANTHONY DRAKAS
Registered Agent

Anthony Drakas
ANTHONY DRAKAS

Filomena Drakas
FILOMENA DRAKAS

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared ANTHONY DRAKAS and FILOMENA DRAKAS, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 29 day of April, 1980.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires December 29, 1983
Bonded thru Maynard Bonding Agency

Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared JEAN STEIN, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed this 29 day of April, 1980.

Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires December 29, 1983
Bonded thru Maynard Bonding Agency

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BY-LAWS

OF

MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

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

I. IDENTITY

1. These are the By-Laws of MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida hereinafter called "Association". The Association has been organized for the purpose of administering the operation and management of all condominiums to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the Development Plan set forth in the Declaration of Condominium of MEADOWBROOK LAKES VIEW BUILDING A, MEADOWBROOK LAKES VIEW BUILDING B, MEADOWBROOK LAKES VIEW BUILDING C, MEADOWBROOK LAKES VIEW BUILDING D, and MEADOWBROOK LAKES VIEW BUILDING E which may be constructed in the area known as MEADOWBROOK LAKES VIEW VILLAGE.

2. The office of the Association shall be at 45 East Sheridan Street, Dania, Florida, or such other place as the Board of Directors may determine, from time to time.

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

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit", and the year of incorporation, an impression of which seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation, are incorporated herein, by reference.

2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.

3. The vote of the owners of an apartment dwelling unit owned by more than one person or by a corporation of other entity shall be cast by the person named in a Certificate signed by all of the owners of the dwelling unit and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by 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 or for any other purpose.

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

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5. Approval or disapproval by the owner of an apartment dwelling unit on any matters -- whether or not the subject of an Association meeting -- shall be by the same person designated in the above described certificate.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the various Declarations of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment dwelling units represented at any duly called members' meeting at which a quorum is present, shall be binding upon the Members.

III. DIRECTORS

1. The affairs of the Association shall be managed by a board of not less than three (3) nor more than fifteen (15) Directors, the exact number to be determined by the Membership from time to time.

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

a. Election of Directors shall be held at the first membership meeting after relinquishment of control by Developer and at the annual Members' meeting thereafter.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual Members' Meeting. The committee shall nominate not more than fifteen (15) candidates. 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 as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote for any person nominated as a Director.

d. Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors except as to vacancies provided by removal of Directors by Members.

e. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners at a meeting called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

f. The first directors of the Association shall continue to serve as directors unless reappointed or removed by the Developer. Developer may thereupon reappoint new directors except as provided in VIII (6).

3. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time,

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by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or by mail or telegraph, at least three (3) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. 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.

7. A quorum at Directors' Meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the various Declarations of Condominium, the Articles of Incorporation, or these By-Laws.

8. 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.

9. The presiding officer of Directors' meeting shall be the President; and if absent, the Vice President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at any such meeting.

10. The order of business at Directors' meeting shall be as follows:

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

11. Director's fees, if any, shall be determined by the members of the Association.

12. All of the powers and duties of the Association existing under the Condominium Act, Declarations of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Officers and the Board of Directors hereof, subject to approval by the members only when such approval is specifically required by appropriate documents.

13. The undertakings and contracts authorized by the Initial Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association, notwithstanding the fact that members of the Initial Board may be Directors or Officers, of, or otherwise associated with, the Developer, the Managing agent or firm, or other entities doing business with the Association.

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IV. OFFICERS

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

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

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

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

5. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for the management of the Condominium.

V. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in the Declarations of Condominiums and Articles of Incorporation, shall be supplemented by the following provisions:

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

2. The Board of Directors shall adopt separate Budgets. There shall be a Budget for MEADOWBROOK LAKES VIEW VILLAGE costs as defined by the Declaration of Condominium. Such Budget shall reflect the share to be paid by each individual condominium. An additional Budget shall be established for each separate condominium. Thus each separate condominium shall have a Budget reflecting its share of the MEADOWBROOK LAKES VIEW VILLAGE costs as well as the common expense budget incurred for the operation of that particular condominium. The Board of Directors shall likewise adopt an assessment notice with the two separate Budgets for each calendar year. The two separate Budgets shall contain the following items:

a. COMMON EXPENSE BUDGET The Common Expense Budget consisting of the estimated maintenance and repair, as such term is defined in the Declarations of Condominium and which shall include the estimated amounts necessary for all the maintenance, repair, replacement and oper-

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ation of COMMON ELEMENTS within each Condominium of MEADOWBROOK LAKES VIEW VILLAGE in the condition substantially similar to that established by Developer. Said estimate shall take into account overhead items, such as office expense, utility costs, casualty and liability insurance, administration cost, operating and replacement reserves, and depreciation.

b. MEADOWBROOK LAKES VIEW VILLAGE SUBDIVISION BUDGET The Meadowbrook Lakes View Village Subdivision budget shall cover costs as such term is defined in the Declaration of Condominium and, which shall include the amount of contribution necessary to pay the cost of the maintenance, repair, replacement and improvement of those areas as well as the cost of carrying on those functions of common interest to all owners within MEADOWBROOK LAKES VIEW VILLAGE. This shall include all "COMMON AREA EXPENSES" and all "RECREATIONAL AREA EXPENSES". The Meadowbrook Lakes View Village Subdivision Budget shall never include any items included or to be included in the "Common Expense Budget" nor shall any item included or to be included in the "MEADOWBROOK LAKES VIEW VILLAGE SUBDIVISION BUDGET" ever be included in the "Common Expense Budget" of the individual condominiums, further, no condominium shall be responsible for any other condominiums expenses.

c. Proposed Assessments to be levied against each member to cover the foregoing budgets. Separate books of account shall be maintained for each individual condominium and each assessment shall be based upon such separate accounting books.

d. Betterments: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements; provided, however, that in the expenditure of this fund no sum in excess of Ten Thousand and no/100 (\$10,000.00) Dollars shall be expended for a single item or purpose without approval of the members of the Association.

3. Copies of the Budget and Assessment Notice, which shall specify charges relating to Common Expenses Costs and those relating to MEADOWBROOK LAKES VIEW VILLAGE Costs, shall be transmitted to each member on or before January first (1st) of the year for which same has been prepared. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned therewith. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

4. The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof; provided that no installment shall be payable less than twenty (20) days from giving of such notification. If an APARTMENT DWELLING UNIT owner and, thereupon, 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 thereof to the APARTMENT DWELLING UNIT owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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

6. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member not later than April first (1st) of the year following the year for which the report is made.

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7. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VI. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

VII. AMENDMENTS TO BY-LAWS

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

1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or upon vote of the majority of the owners of the apartment dwelling units in the Condominiums, whether meeting as members or by instrument, in writing, signed by them.

2. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in absence of the President, who shall, thereupon, call a Special Joint Meeting of the Members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required, as herein set forth.

3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the apartment dwelling units in all Condominiums subject to the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

4. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

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the same date, for the purpose of electing directors and transacting any other business duly authorized to be transacted by the members.

2. Special Members' Meeting 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 of the Association owning not less than one-third (1/3) of the apartment dwelling units.

3. Notice of all members' meetings, regular or special shall be given by the President, Vice President, or Secretary of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which Notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given which deposited in the United States mails, addressed to the member at his address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice and waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposed has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of membership, the President shall preside, or, in his absence, the Vice President shall preside, or, in the absence of both, the membership shall select a chairman.

5. The order of business at Annual Members' Meetings and, as far as practical, at any other Members' meetings, shall be as follows:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Appointment by Chairman of inspectors of election.
- g. Election of Directors.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

6. Notwithstanding anything contained herein, the Developer shall control the Board of Directors of this Association until the following occurs:

a. At such time as the Developer sells 36 units in MEADOWBROOK LAKES VIEW VILLAGE, then the purchasers of the apartment dwelling unit may elect one-third (1/3) of the members of the Board of Directors of the Association at the next ensuing annual meeting.

b. The apartment owners may elect a majority of the members of the Board of Directors in any of the following events at the next ensuing annual meeting:

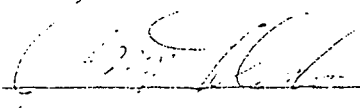
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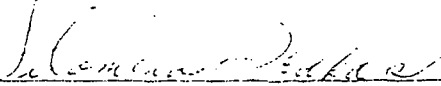
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(1) Three years after 120 units in MEADOWBROOK LAKES VIEW VILLAGE have been sold, three months after 216 units in MEADOWBROOK LAKES VIEW VILLAGE have been sold, when all of the 240 units in MEADOWBROOK LAKES VIEW VILLAGE have been constructed and the Developer is not offering any more units for sale in the ordinary course of business, or when some of the apartment units have been conveyed to purchasers and no other apartment units are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. In any event and under any circumstances, the Developer shall relinquish control of the condominium association and turn over control to the purchasers of apartments no later than December 31, 1987.

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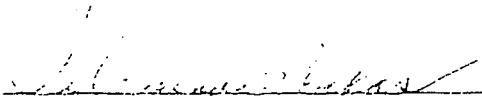
MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.



President


Secretary

Approved and ratified by the Board of Directors, this 1st day of May, 1980.



Secretary

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RESTRICTIONS AND COVENANTS

MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC.

It is the purpose of the Association to maintain a luxurious, but economically well-managed condominium building and it is believed that these rules will aid this purpose.

Your Board of Administration will welcome the assistance of all the owners in the enforcement of these regulations.

1. RULES AND REGULATIONS:

These rules and regulations will be enforced as follows:

A. Violation should be reported to the manager of MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. in writing, not to the Board of Administration, or to officers of the Association.

B. Violation will be called to the attention of the violating owner by the manager of the building. The manager will also notify the appropriate committee of the Board of Administration.

C. Disagreements concerning violations will be presented to, and be judged by, the Board of Administration, who will take appropriate action.

D. Owners are responsible for compliance by their guests and lessees with these rules and regulations.

2. FACILITIES:

The facilities of MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., are for the exclusive use of Association members and their immediate families, resident house guests and guests accompanied by a member. No guest, or relative of any member, or lessee other than a house guest, or relative actually in residence, shall be permitted to use the swimming pool, or other recreational facilities, unless accompanied by a resident member of the family of such owner or lessee.

3. NOISES:

A. Unless expressly permitted in writing by MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. the installation of hard surface floors in any apartment is prohibited.

B. In order to insure your own comfort and that of your neighbors, radio, stereo and television sets should be turned down to a minimum volume between the hours of 11:00 P.M. and 8:00 A.M.. All other unnecessary noises, such as bidding good-night to departing guests and slamming car doors between these hours should be avoided. Your neighbors will appreciate this.

C. Carpentry, carpet-lying, picture hanging or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 A.M. and 6:00 P.M. only. No exceptions shall be allowed.

4. PETS:

A. No pets are allowed to occupy any apartment dwelling unit without the express written consent of the Association.

5. OBSTRUCTIONS:

Sidewalks, entrances, drive-ways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors.

6. CHILDREN:

No child under the age of 16 years may occupy any apartment except that a child under the age of 16 may visit for a period not in excess of 30 days during any given calendar year. The 30 days shall be added over the period of one year. This shall be a cumulative total running over the period of a year and it is not intended to mean a 30 consecutive day period.

7. DESTRUCTION OF PROPERTY:

Neither members, their dependants, or guests, shall mark, mar, damage, destroy, deface or engrave any part of the building. Members shall be financially responsible for any such damage by their children, dependants, or guests.

8. EXTERIOR APPEARANCE:

To maintain a uniform and pleasing appearance to the exterior of the building, no awnings, screens, or glass enclosures, or projections shall be attached to the outside walls, or to the balcony. This includes any type of screen or umbrellas. Balcony floors may be painted any color desired, or may be covered with carpeting. Otherwise, standard exterior colors shall not be altered. No murals or paintings may be placed upon exterior walls.

9. CLEANLINESS:

Members shall not allow anything to be thrown, or to fall from windows, doors, or balcony. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the windows, doors, balcony or to the interior of the building from hall doors.

10. BALCONIES AND TERRACES:

Plants, pots, receptacles and other movable objects must not be kept, placed, or maintained on ledges of balconies. No object shall be hung from balconies or window sills. No cloth, clothing, rugs or mops, shall be hung upon, or shaken from, windows, doors, balconies, or terraces. Members shall remove all loose objects, movable objects, including furniture from the balconies if they leave MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC. and will not be in residence during the hurricane season.

11. DOOR LOCKS:

Members must abide by RIGHT OF ENTRY INTO DWELLING IN EMERGENCIES. In case of any emergency originating in, or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Administration of the Association, or any other person authorized by it, or the building manager shall have the right to enter such dwelling for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each dwelling, if required by the Association, shall deposit under the control of the Association, a key to such dwelling.

The building manager shall have a master key to fit the door lock to all apartments. If an owner wants additional security by having a second lock installed, the owner shall deposit a duplicate key to the second lock with the building manager for use in emergencies.

12. BICYCLES:

Bicycles or shopping carts may not be brought into the building at any time. All bicycles and shopping carts or any other type of wheeled vehicle must be stored in an assigned area.

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13. ATTIRE:

Members, their families and guests shall not appear in or use the lobby, or recreation building in bathing suits without proper over garments. Bathing suit attire is limited exclusively to the pool area.

14. PLUMBING:

Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed. No sweeping, rubbish, rags, or other foreign substances shall be thrown in them. The costs of any damage resulting from the misuse shall be borne by the member causing the damage.

15. RESPONSIBILITY FOR DELIVERIES:

Members shall be liable for all damages to the building caused by receiving deliveries, or moving, or removing furniture or other articles to or from the building. All truck deliveries shall be through the core (center) area of the building.

16. TRASH CHUTES:

All refuse, waste, bottles, cans, garbage shall be securely contained in plastic bags and sent down the chute in a container not exceeding the width of the chute. Trash chutes may be used only between 8:00 A.M. and 10:00 P.M. Newspapers, magazines and heavy items intended for disposal shall be placed in the trash room and not thrown down the trash chute.

17. ROOF:

Members are not permitted on the roof for any purpose.

18. SOLICITATION:

There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Administration.

19. SERVICE PEOPLE:

Service people are required to check in and out with the Association office.

20. STAFF PERSONAL:

Employees are under the supervision of the manager. All requests for service by such employees must be approved by the manager. Tipping for any service is prohibited.

21. SWIMMING POOL:

Members and their guests using the swimming pool do so at their own risk. All children under 16 years of age must be accompanied by a responsible adult. Members and their guests are requested to obey the swimming pool rules posted at the pool.

A. Visiting children under the age of three shall not be permitted in the pool at any time.

B. No glass containers of any kind will be permitted at the pool.

C. Those who have applied tanning oil or sun lotions, must remove these before entering the pool. In most cases, a shower with soap will be necessary.

D. When using oil or lotion, the pool furniture must be covered

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with a towel large enough to keep the furniture from getting any oil or lotion on it.

E. Males and females with long hair must wear a bathing cap.

F. Bathers must wear proper bathing attire.

G. Except for life preservers, no floating or non-floating objects, including rafts, are permitted in the pool.

22. OPEN DOORS:

No member shall allow the entrance to his or her apartment to the corridor to remain open for any reason other than for immediate ingress and egress.

23. PARKING:

Each apartment space shall be assigned by the Association to each apartment dwelling unit owner. No other space than that which is assigned may be used by such owner. Any parking space by an owner or such owner's lessee, tenant, invitee or guest which is not assigned to such owner, tenant or lessee, shall be subject to having his car towed away and be charged for such expense. Guest parking spaces are available for visitors and apartment owners on a non-exclusive basis. Parking spaces shall not be used for the storing or parking of any trucks, recreational trailers, boat trailers, or other trailers, boats, inoperative automobiles, or to park or store any other kind of vehicle other than an automobile. Recreational vans and recreational vehicles may be parked in the parking spaces only upon the expresswritten consent of the Association.

24. FOOD AND BEVERAGES:

Food and beverages may not be consumed in the lobby, lounge or card room, swimming pool, patio or other common areas, unless specifically authorized in writing by at least one of the officers of the Association.

25. SIGNS:

No signs of any kind (other than a notice to be placed on the bulletin boards after notification to the manager) may be installed on the premises.

MEADOWBROOK LAKES VIEW
CONDOMINIUM ASSOCIATION, INC.

By [Signature]
President

ATTEST: [Signature]
Secretary

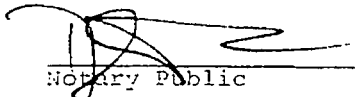
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STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

BEFORE ME personally appeared ANTHONY DRAKAS and Filomena Drakas to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., a Florida corporation and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively, of said corporation and that the seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 29 day of April, 1980.



Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires 29 1983

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