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DECLARATION OF CONDOMINIUM
OF
LAS OLAS MANOR CONDOMINIUM PART TWO
A Condominium

Broward County, Florida

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DECLARATION

OF

CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM [PART TWO]

1. Declaration. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner provided by law.

a. Name. The name by which this condominium is to be identified is LAS OLAS MANOR CONDOMINIUM PART TWO and its address is 1212 S.E. 2nd Court, Fort Lauderdale, Florida, 33301.

b. Property Submitted to Condominium Ownership. The following property is hereby submitted to condominium ownership:

(1) The Land. The land, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Appendix A attached hereto, which land is herein called the "land".

(2) Improvements. All improvements now or hereafter constructed on the land by the Developer as more particularly set forth in Appendix B attached hereto, which improvements are herein called "the improvements".

c. Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits shall run with each unit and as herein defined.

2. Development Plan. This condominium consists of one 4-story residential apartment building containing 20 units together with subjacent lands as more particularly described in this Declaration. The building has or will be equipped with all appurtenant electrical, plumbing,

air-conditioning and heating facilities as provided in the plans and specifications of Frank Rowland, Architect, as the same may be revised from time to time. The building is one of two which may be constructed under a common plan. Each building submitted to condominium shall constitute a separate condominium property, but all of the condominiums shall be operated and governed by the same association. All of the buildings constructed under the common plan may be referred collectively as Las Olas Manor Condominiums. Each of the included buildings shall be identified as a numbered part thereof. For example, Las Olas Manor Condominium Part One and Las Olas Manor Condominium Part Two. The certain recreational facilities, comprising of a pool and patio area, together with furniture and fixtures placed thereon are or will be made available to all unit owners. These facilities are non-exclusive to the extent that owners of units in subsequent condominiums constructed within Las Olas Manor Condominiums shall be privileged to use the recreational facilities provided, however, that the maximum number of apartments within Las Olas Manor Condominiums shall never exceed twenty-eight (28) in the aggregate.

a. Survey and Plot Plan. A survey and plot plan of the land showing the improvements thereon are attached as Appendix B.

b. Floor Plans. Floor plans describing the improvements placed on the land are attached hereto as Appendix C.

c. Easements. The following easements are covenants running with the land of the condominium:

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

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

(3) Easements in Parking Areas. Easements are reserved to the owners of units in Las Olas Manor Condominiums for pedestrian and vehicular traffic over, through and across such driveways and parking areas owned by the Association as from time to time may be

paved and intended for such purposes; and for the construction and maintenance of water, sewer, and other utilities.

(4) Easements for Parking Spaces.

Easements have been granted by the developer of Las Olas Manor Condominium Part One to the owners of three (3) units in Las Olas Manor Condominium Part Two for pedestrian and vehicle traffic and parking through and across parking spaces located on the following property:

The North 30 feet of the West 27 feet of Lot 2, Block 26, COLEE HAMMOCK, as recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida.

The Association shall assign these three (3) parking spaces out of designated owners in Las Olas Manor Condominium Part Two.

(5) Easements in Recreation Area.

Easements are reserved to the owners of units in Las Olas Manor Condominiums for pedestrian traffic over, through and across the certain recreational area maintained by the association and to the use of the patio area, pool, furniture and fixtures placed thereon for recreational purposes; said recreational area is more particularly described in Appendix F attached hereto.

The easement referred to in this section does not apply to any portion of the building of Las Olas Manor Condominium Part Two.

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

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

(8) Termination of Easements Described in (2c), (4) and (5). The termination of all easements described in (2c), (4) and (5) shall require the unanimous consent of all unit owners in Las Olas Manor Condominium and all Mortgagees, or upon the termination of the condominium as is provided elsewhere.

d. Apartment Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

(1) Upper and lower boundaries. The upper and lower boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(b) Lower boundary - the horizontal plane of the undecorated finished floor.

(2) Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior boundary walls - the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other, and with the upper and lower boundaries.

(b) Exterior appurtenances - where a balcony, loggia or terrace serving only the apartment being bounded is attached to the building, the vertical boundaries of the apartment shall be extended to include such structures and the fixtures thereon.

e. Automobile Parking. Within two (2) years from the date of the recording of this Declaration of Condominium, the Developer shall have the right to assign particular parking spaces to particular apartments, which assignment shall be made by a separate Certificate executed originally by the Developer, and thereafter - as to unassigned spaces - by the Association, which Certificate shall be transferable only upon the books and records of Las Olas Manor Association, Inc., and not upon the public records of Broward County. Upon such assignment of such parking space to a condominium unit, the owner of such condominium unit shall have the exclusive right to the use thereof without separate charge therefor by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against his condominium unit, as herein provided, it being the intention hereof that the cost of maintenance and administration of parking spaces shall be

included as part of the common expense applicable to all condominium units for purposes of assessment. Upon such assignment, the exclusive right of the owner of the condominium unit to which such assignment is made shall become an appurtenance to said condominium unit, and upon the conveyance of or passing of title to the condominium unit to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such condominium unit. ~~No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Condominium Unit to which it is appurtenant.~~ The location and dimensions of said parking spaces are more particularly described upon the Plan which is attached hereto as Appendix B. Each are identified numerically on such Plan. One such parking space shall be assigned to the exclusive use of each condominium unit owner so that the occupants of each apartment will be entitled to one parking space for one automobile. Subsequent assignments may be made by each condominium owner or by operation of law, to any other condominium unit owner in an exchange of spaces or by sale or transfer of a condominium unit apartment, provided a condominium unit apartment always has an assigned parking space. In the event the Developer shall not have assigned the exclusive right to use all parking spaces to particular apartments at the expiration of two (2) years from the date of recordation of this Declaration of Condominium, then the right of the Developer to make such assignment shall cease and terminate with respect to the exclusive right to use any then unassigned parking spaces and the rights previously vested in the Developer as to said unassigned parking spaces shall pass unto and be vested in the Association; the foregoing, however, is subject to the right of the Developer to retain one (1) parking space for each unit, if any, which Developer may own at the expiration of said two (2) year period.

f. Amendment of Plans and Completion of Improvements.

(1) Alteration of Plans. The Developer reserves the right to change the location and exterior design of all apartment buildings and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment to this Declaration.

(2) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of plans by Developer need be signed and acknowledged only by the Developer and mortgagees who may be affected by such change but shall not require approval by the Association, apartment owners, other lienors, or any other person whomsoever.

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3. The Apartments.

a. Condominium Parcel. The condominium property is declared to contain 20 units, each of which, together with its appurtenances, constitute a condominium parcel. Each condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each parcel shall be comprised of a condominium unit together with the following appurtenances:

(1) An undivided share in the common elements.

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

(3) The easements described in Section 2c and parking privileges as described in Section 2e.

b. Identification of Units. Each unit is identified by separate number and delineated in Appendix C appended hereto.

c. Common Elements and Common Surplus. The undivided share in the common elements and common surplus, which is appurtenant to each unit, is set forth in Appendix E appended hereto. The right to share in the common elements and common surplus does not include the right to withdraw or to require payments or distribution thereof, except upon termination and dissolution of the condominiums.

d. Common Expenses. The owners of units shall be liable for common expenses as set forth in Appendix E appended hereto. Prior to relinquishment of control by Developer of the Board of Directors during the period of development of LAS OLAS MANOR CONDOMINIUM PART TWO, Developer shall pay the balance of said expenses for said maintenance obligations to the extent that the assessments collected from unit owners are not sufficient to maintain the common elements.

e. Restraint Upon Separation.

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

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

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

4. The Association. The operation of the condominium shall be by LAS OLAS MANOR ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

a. Articles of Incorporation. A copy of the Articles of Incorporation of the Association and Amendment thereto are attached as Appendix G.

b. By-Laws. The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Appendix H.

c. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

d. Restraint Upon Withdrawal. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

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

5. Maintenance. Responsibility for the maintenance of the condominium property shall be as follows:

a. Apartments.

(1) By the Association. The Association shall maintain, repair and replace at the Association's expense all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) By the Apartment Owner. The apartment owner shall maintain, repair and replace at his expense all portions of his apartment including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and a 1 1

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other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

b. Common Elements.

(1) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

~~(2) By the Apartment Owner. No apartment owner, as such, shall undertake to maintain, repair or replace any part of the common elements nor to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, but shall promptly report to the Association any defect or need for maintenance, repair or replacement for which the Association is responsible.~~

6. Alterations.

a. Apartments. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

b. Common Elements. After completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against an institutional mortgagee that acquires its title as the result of owning a mortgage upon the apartment owner, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such

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alteration or improvements.

7. Insurance. Insurance (other than title insurance) which shall be carried upon the condominium property of the apartment owners, shall be governed by the following provisions:

a. Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment buildings and their appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of apartment owners. In the case of casualty insurance policies, the limits, coverages and exclusions of such policies and the insuring companies shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the condominiums. Such policies and endorsements thereon shall be deposited with the Depository. It shall not be the responsibility or duty of the Association to obtain insurance coverages for person liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

b. Coverages.

(1) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by a standard extended coverage; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(2) Public Liability. In such amounts and such coverage as may be required by the board of directors of the Association and with cross liability endorsement to indemnify the Association and its members, jointly and severally, for liability to an apartment owner.

(3) Workmen's Compensation Policy. To meet the requirements of law.

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

c. Premiums. Premiums for all insurance shall be a common expense and shall be paid by the Association.

d. Depository. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to a Depository being a bank or savings institution having offices in Florida, as may from time to time be approved by the board of directors of the Association, which depository is herein referred to as "Depository"; provided, however, that the foregoing right of the board of directors to select the Depository shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the condominium. The duty of the Depository shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Depository.

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

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

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

(b) When the building is not to be restored - for all of the owners of apartment in undivided shares being the same as their respective shares in the common elements thereof.

(3) Mortgagees. In the event a mortgagee endorse-

ment has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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

(1) Expense of Depositary. All expenses of the Depositary shall be first paid or provisions made therefor.

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

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

(4) Certificate. In making distribution to apartment owners and their mortgagees, the Depositary may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

f. Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium

property as an insured under such insurance policies.

8. Reconstruction or Repair After Casualty.

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

(1) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, 75 per cent of the apartment owners and all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(2) Apartment Building.

(a) Partial Destruction. If the damaged improvement is an apartment building and less than 90 per cent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless within 60 days after casualty, 75 per cent of the owners of the apartments contained within such building and all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(b) Total Destruction. If the damaged improvement is an apartment building and 90 per cent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or replaced unless within 60 days after casualty, 75 per cent of the owners of the apartments contained within such building and all institutional first mortgagees shall agree in writing that the same shall be reconstructed or repaired.

(3) Certificate. The Depository may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

b. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or,

if not, then according to plans and specifications approved by the board of directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

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

d. Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

e. Assessments for Reconstruction and Repair.

(1) Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(2) Apartments. Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the common elements shall be in proportion to each apartment owner's share in the common elements.

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

(1) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility

of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Depositary. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

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

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

(b) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Depositary by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

(e) Certificate. Notwithstanding the provisions herein, the Depositary shall not be required to determine

whether or not sums paid by apartment owners upon assessment shall be deposited by the Association with the Depositary nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Depositary may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Depositary shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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

a. Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in Appendix E, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

b. Payments. Assessments and installments thereon paid on or before 5 days after the day when the same shall become due, shall not bear interest but all sums not paid on or before 5 days when due shall bear interest at the rate of 10 per cent per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before 30 days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

c. Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association

incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses, or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium:

a. Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. NO structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. Except as

reserved to the Developer, no apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartment or residential living unit to be affected thereby.

b. Children. No persons who have not yet attained 13 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed 30 days in any one calendar year or 30 days within any consecutive 12 month period, whichever may provide the least permissible residence.

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

d. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

e. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or apartments. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartments it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to

any apartment which it may own.

f. Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

g. Leasing. After approval of the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family at least 13 years of age, his servants and guests and the term of the lease is not less than 4 months. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner.

h. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the Association.

i. Proviso. Provided, however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units, the common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as

the condominium exists, which provisions each owner covenants to observe.

a. Transfers Subject to Approval

(1) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

(2) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.

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

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

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

(1) Notice to the Association.

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

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

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

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

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the public records.

(b) Lease. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor.

(c) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records.

(3) Approval of Corporate Owner or Purchaser. If the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

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

(1) Sale. If the proposed transaction is a sale, and if the notice of sale given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

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

(d) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed

transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

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

(3) Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(c) The sale shall be closed within 30 days following the determination of the sale price.

(d) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

d. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to an institutional mortgagee or the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

e. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or, through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the institutional mortgagee which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

f. Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space may be leased separate from the apartment to which it is appurtenant.

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

h. Notice of Lien or Suit.

(1) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

(2) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner receives knowledge thereof.

(3) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

i. Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

(a) Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

(b) Limitation. If at any one time the Association be the owner or agreed purchaser of 3 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

(c) Rights of Developer. Notwithstanding anything herein to the contrary, until December 31, 1975 or the earlier completion and sale of all apartments in the condominium in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association. If at anytime the provisions of this paragraph conflict with the rules, regulations and laws of the State of Florida, then in such event the rules, regulation and laws of the State of Florida shall prevail and the conflicting portions of this paragraph shall be null and void.

12. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, and community facilities lease as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

a. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire

insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

b. Costs and Attorneys Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and recreational facilities lease as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

c. No Waiver of Rights. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restrictions or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto and the recreational facilities lease shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

b. Resolution. An amendment may be proposed by either the board of directors or by 75 per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the board of directors and 75 per cent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

c. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records.

d. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apart-

ment owners so affected and their institutional mortgages shall consent; and no amendment shall change any apartment nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

e. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records.

14. Termination. The condominium may be terminated in the following manner:

a. Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by institutional mortgagees. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of owners of not less than 75 per cent of the common elements and of the record owners of all mortgages upon apartments in the condominium owned by institutional mortgagees are obtained not later than 60 days from the date of such meeting, then the Association and approving owners shall have an option to buy all of the apartments of the other owners for a period ending on the 120 day from the date of such meeting. Such option shall be exercised upon the following terms:

(1) Exercise of Option. The option shall be exercised by delivery or mailing by certified or registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the

delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within 30 days following the determination of the sale price.

b. Total Destruction of Apartment Building.

If the apartment building as a result of common casualty be damaged within the meaning of Sec. 8a(2)(b) and it not be decided as therein provided that any of such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective:

(1) The termination of the condominium shall constitute a division and partition of the condominium.

(2) The Association shall be dissolved and all assets of the Association shall thereupon be owned by all of the apartment owners of the condominium as tenants in common in undivided shares, being the same as their previous undivided shares in the common elements of the condominium.

c. General Provisions. The termination of the condominium or the exclusion of a parcel of property from the condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination or exclusion, which certificate shall become effective upon being recorded in the public records.

15. General Provisions.

a. Definitions. As used herein and in the appendices attached hereto and in all amendments hereto, unless the context requires otherwise:

(1) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(2) "Association" or "Corporation" means LAS OLAS MANOR ASSOCIATION, INC., a corporation not for profit

under the laws of Florida, the entity responsible for the operation of the condominium.

(3) "By-Laws" mean the by-laws for the government of the condominium as they exist from time to time.

(4) "Common Elements" means the portion of the condominium property not included in the units.

(5) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues in account of the common elements over the amount of common expenses.

(6) "Condominium" is that form of ownership of condominium property under which are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements. In this Declaration, the term "condominium" refers to LAS OLAS MANOR CONDOMINIUM PART TWO only.

(7) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit as set forth in Sec. 3a.

(8) "Condominium Property" means and includes the land in the condominium, and all improvements thereon and all easement and rights appurtenant thereto intended for use in connection with the condominium.

(9) "Declaration" or "Declaration of Condominium" means this instrument, or as it may from time to time be amended.

(10) "Institutional Mortgagee" means a bank, savings and loan association or insurance company authorized to do business in Florida.

(11) "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.

(12) "Unit", "Apartment Unit" or "Apartment" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration.

(13) "Unit Owner", "Apartment Owner" or "Owner of a Unit" means the owner of a condominium parcel.

(14) "Developer" means EMPIRE REALTY AND DEVELOPMENT CORP., a Virginia corporation qualified to do business in the State of Florida, the signatories to this Declaration, its successors and assigns.

(15) "Developer of Las Olas Manor Condominiums" means A. M. BAKER and EMPIRE REALTY AND DEVELOPMENT CORP.

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a corporation qualified to do business in the State of Florida.

(16) "Public Records" means the public records of Broward County, Florida.

(b) Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the rules and regulations of the Association, the community facilities lease, and any exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 23rd day of April, 1975.

EMPIRE REALTY AND DEVELOPMENT CORP.

Witnesses:

Anthony C. Wheeler

James J. Allen

By

[Signature]
President

ATTEST:

By

[Signature]
Secretary

(corporate seal)



STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

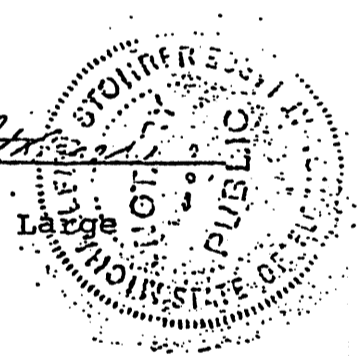
I HEREBY CERTIFY that Emile W. Mouhot
and Rebecca Mouhot, respectively as
President and Secretary
of EMPIRE REALTY AND DEVELOPMENT CORP., a Virginia corpora-
tion qualified to do business in the State of Florida, to
me personally known, this day acknowledged before me that
they executed the foregoing instrument as such officers of
said corporation and that they affixed thereto the official
seal of said corporation; and I FURTHER CERTIFY that I know
the said persons making said acknowledgment to be the
individuals described in and who executed the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal in said County and State, this 23rd
day of April, 1975.

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 23, 1976
Bonded Through Fidelity & Deposit Company of Maryland

Michael Lee Stohrer
Notary Public
State of Florida at Large



APPENDIX A
TO THE DECLARATION OF CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM PART TWO

A Condominium

Broward County, Florida

Legal Description

APPENDIX A
TO THE DECLARATION OF CONDOMINIUM
OF
LAS OLAS MANOR CONDOMINIUM PART TWO

Lots Three (3), Four (4), Five (5)
and Six (6) in Block Twenty-Six (26)
of COLEE HAMMOCK, according to the
Plat thereof, recorded in Plat Book 1
at Page 17 of the Public Records of
Broward County, Florida.

APPENDIX B

TO THE DECLARATION OF CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM PART TWO

A Condominium

Broward County, Florida

Survey and Plot Plan

APPENDIX "B"

ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY EMPIRE REALTY AND DEVELOPMENT CORP.

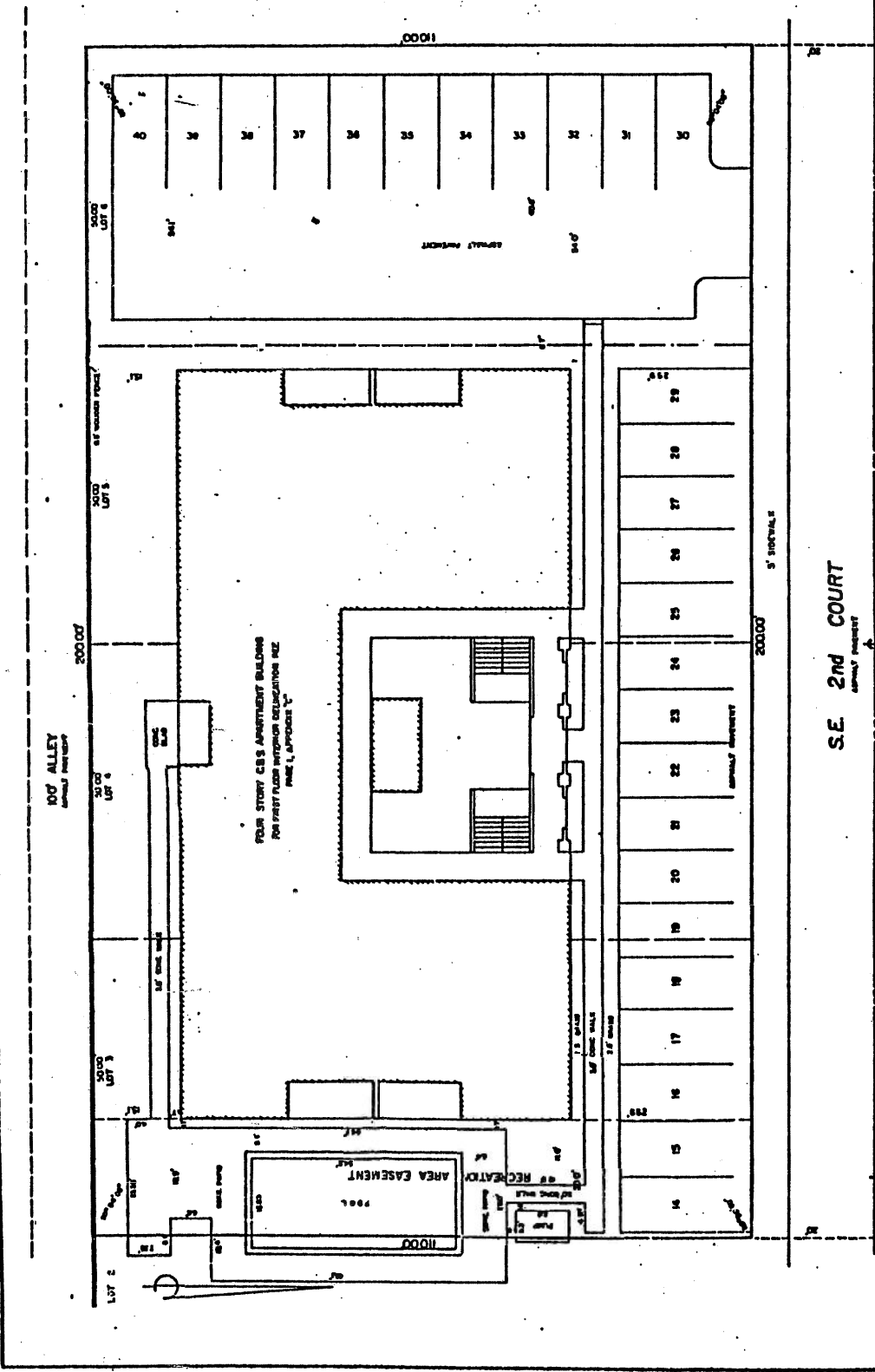
SURVEY AND PLOT PLAN

LAS OLAS MANOR CONDOMINIUM PART TWO
 1212 SOUTHEAST SECOND COURT
 FORT LAUDERDALE, FLORIDA

BY EMPIRE REALTY AND DEVELOPMENT CORP.

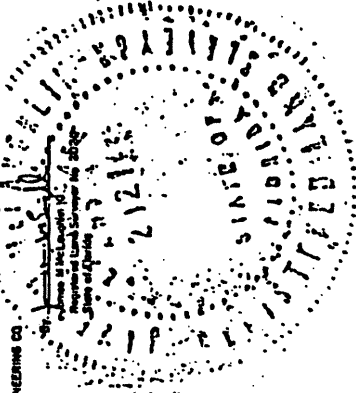
McLAUGHLIN ENGINEERING CO
 400 NE THIRD AVENUE
 FORT LAUDERDALE, FLORIDA

DATE: 12/27/79
 DRAWN: MCR
 CHECKED: DFB
 PROJECT: 111111
 SCALE: 1" = 10'
 PAGE 01 OF 01



CERTIFICATION
 This certificate, made this 27th day of January, 1979, by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 71.08 (1)(a) of the 1978 Florida Statutes and is a certification that the condominium document with the attached survey, plat plan and description and other material in connection therewith, and the construction of the improvements described in said certificate comply with said material, together with the survey of the declaration, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each lot.

McLAUGHLIN ENGINEERING CO.
 Registered Professional Engineer
 State of Florida
 License No. 12112



DESCRIPTION OF THE COMMON ELEMENTS
 Common elements shown in the survey of the condominium project are not included in this plat.

LEGAL DESCRIPTION
 Lot 1, Part (A), Part (B) and Part (C) is Block Twenty-Six (26) of COLLECE MANOR, according to the plat thereof, recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

NOTES
 The plat shown and drawings are made from data and data supplied by Richard H. McLaughlin, Registered Professional Engineer, A.M. BAUER, and supplemented by other field surveys.

CONDOMINIUM RECREATION AREA
 The East 1950 feet of Lot 3, and one third (1/3) of Lot 2, all in Block 26, COLLECE MANOR, according to the plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida.

APPENDIX C
TO THE DECLARATION OF CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM PART TWO

A Condominium

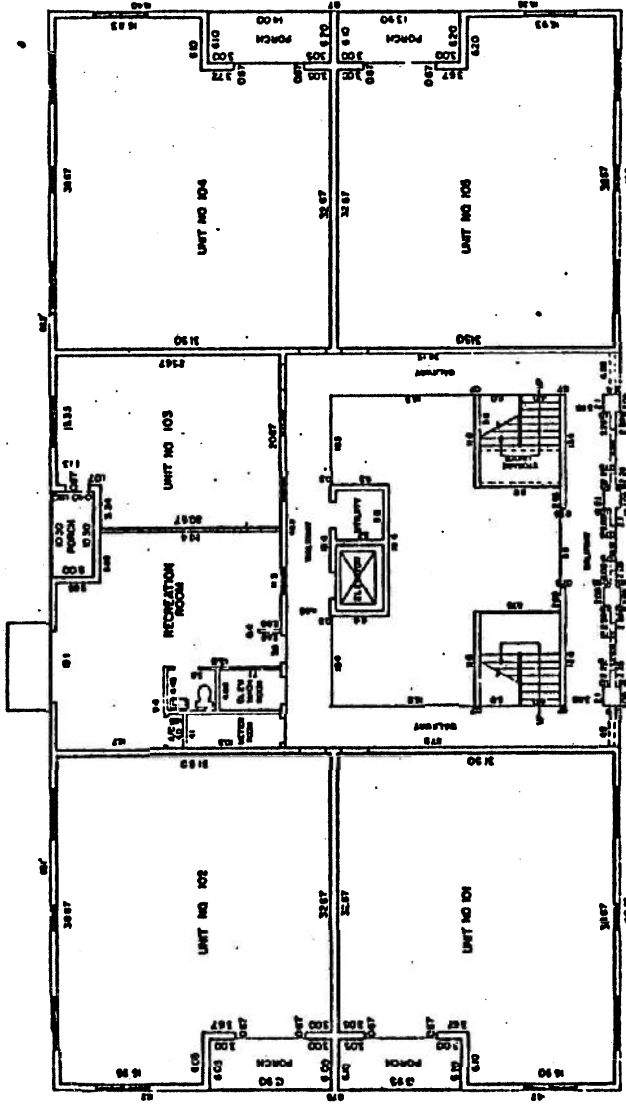
Broward County, Florida

Floor Plans and Elevations

APPENDIX "C"

PAGE 1

ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY EMPIRE REALTY AND DEVELOPMENT CORP.



DESCRIPTION OF THE UNITS (Apartments)

A "unit" includes that part of a building containing the apartment which lies between the horizontal "apartment" and "unit" boundaries, which boundaries are shown on the floor plan and are indicated by the letters "A" through "E" and "1" through "5". The upper and lower boundaries are indicated by the letters "A" through "E" and the horizontal boundaries are indicated by the letters "1" through "5". The horizontal boundaries are indicated by the letters "A" through "E" and the vertical boundaries are indicated by the letters "1" through "5". The horizontal boundaries are indicated by the letters "A" through "E" and the vertical boundaries are indicated by the letters "1" through "5".

The floor contains five (5) apartments having the following characteristics:
 Upper LIMIT of APARTMENT: 1014
 Lower LIMIT of APARTMENT: 1009

DESCRIPTION OF THE COMMON ELEMENTS

Common elements means that portion of the condominium property not included in the units.

NOTES

- 1. Three plans and elevations are omitted from plans and data set by Richard H. Hubert, Architect, entitled "APPENDIX FOR A.M. SUGER, and supplemented by actual field surveys."
- 2. Checkmate, as part of the upper and lower boundaries of the apartments are based on U.S.C. 855, Section 504, Level Datum.
- 3. 3047, however, two inches boundary of each of apartments and are measured there.

CERTIFICATION

The architect, under the title of January, 1975, by the registered engineering and surveying firm in the name of J. McLaughlin & Associates, Inc., P.O. Box 1000, Fort Lauderdale, Florida, has prepared and certified the accompanying plans and drawings, including the floor plan and elevations and other data and information, and the construction of the improvements described in the accompanying declaration, together with the notes of the declaration, as a correct representation of the improvements described, and that there can be no doubt that from the subdivisions, location and dimensions of the common elements and of each unit.



FIRST FLOOR PLAN
LAS OLAS MANOR CONDOMINIUM PART TWO
 1212 SOUTHEAST SECOND COURT
 FORT LAUDERDALE, FLORIDA
 BY EMPIRE REALTY AND DEVELOPMENT CORP.

OFF: 0182 PAGE 223
 REC: 0182 PAGE 223

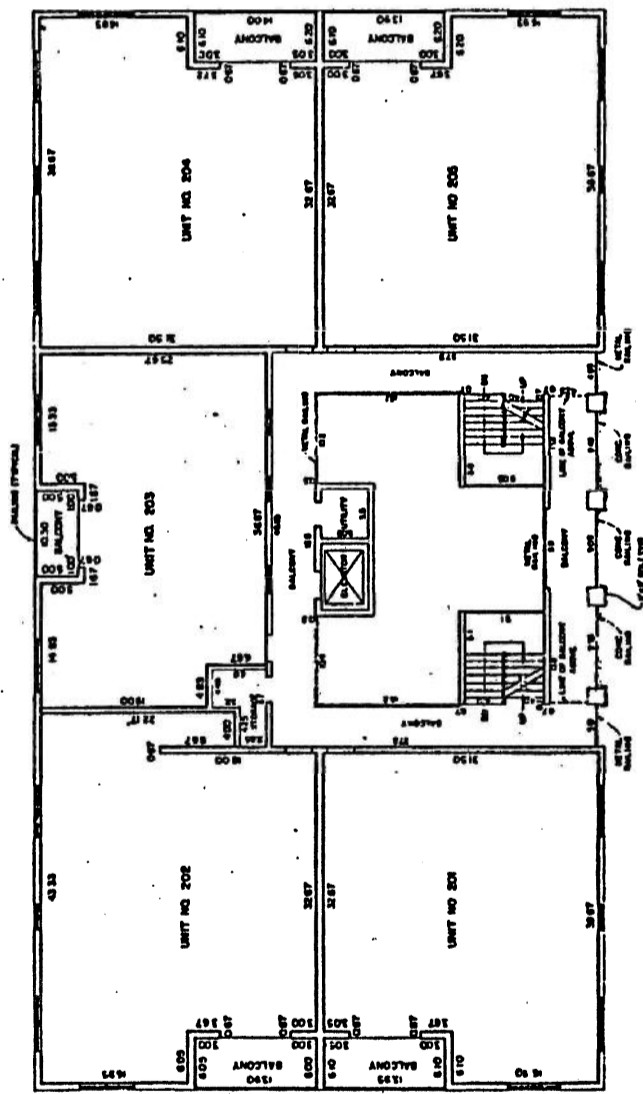
DRAWN MOR	DATE 1/22/75	SCALE 1/8" = 1'-0"	ENGINEER CE 275-3
CHECKED: OTR			

McLAUGHLIN ENGINEERING CO
 1000 N. W. 10th Avenue
 FORT LAUDERDALE, FLORIDA

APPENDIX "C"

PAGE 2

ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY EMPIRE REALTY AND DEVELOPMENT CORP.



DESCRIPTION OF THE UNITS (Apartments)

DES. The apartment shall include the part of the building containing the apartment which has sufficient address, independent entrance, and other characteristics which are necessary for independent use.

(1) Upper boundary - the horizontal plane of the ceiling of the unit.

(2) Lower boundary - the horizontal plane of the floor of the unit.

(3) Lateral boundary - the vertical planes of the walls of the unit.

(4) Vertical boundary - the vertical planes of the walls of the unit.

(5) The second floor contains five (5) apartments having the following dimensions:

Upper LIMIT of APARTMENT: 25'10"

Lower LIMIT of APARTMENT: 9'10"

DESCRIPTION OF THE COMMON ELEMENTS

Common elements means the portion of the condominium project not included in the units.

NOTES

These plans and elevations are prepared from plans and data supplied by the architect, engineer, architect, and other professionals. The architect, engineer, architect, and other professionals are not responsible for the accuracy of the information furnished to them by the owner. The architect, engineer, architect, and other professionals are not responsible for the accuracy of the information furnished to them by the owner.

CERTIFICATION

This certificate, made this 25th day of January, 1975, by the undersigned engineering and surveying firm is given in the presence of Section 7100(1)(a) of the Florida Statutes and is a certification that the correct and true description of the units and common elements and other material in connection therewith, and the location of the units and common elements and other material in connection therewith, as shown on the attached plans, is a correct representation of the actual situation and conditions existing on the date of the making of the same.

McLAUGHLIN ENGINEERING CO.



SECOND FLOOR PLAN
LAS OLAS MANOR CONDOMINIUM PART TWO
 1212 SOUTHEAST SECOND COURT
 FORT LAUDERDALE, FLORIDA
 BY EMPIRE REALTY AND DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
 400 N.E. THIRD AVENUE
 FORT LAUDERDALE, FLORIDA

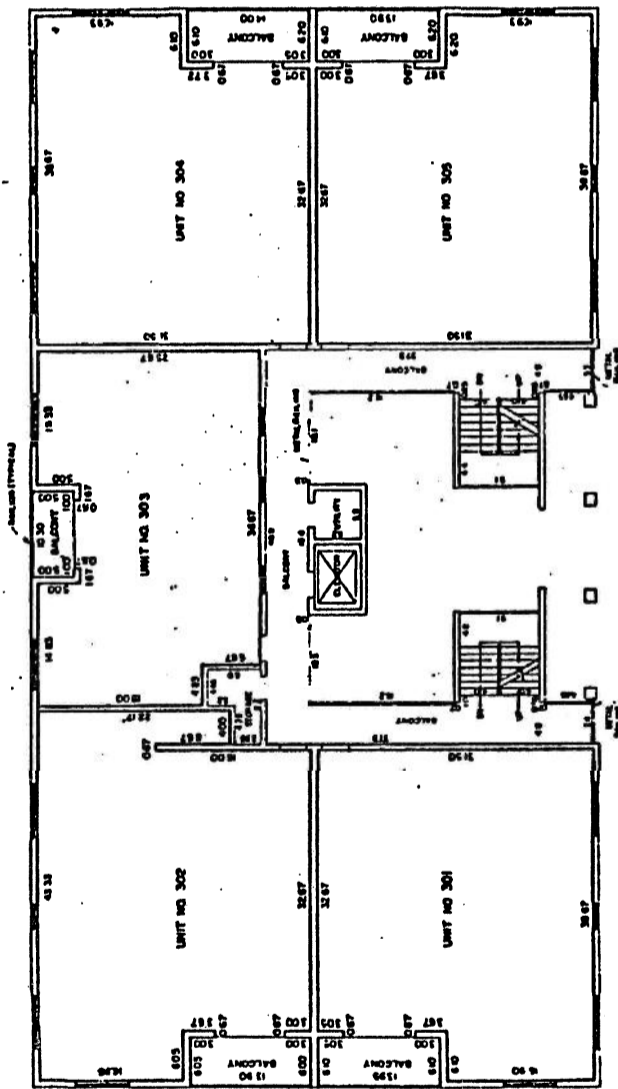
DATE: 1/22/75
 DRAWN: MDR
 CHECKED: DFB
 JOB ORDER: 1-1586
 SCALE: 1" = 8'
 DWG NO. 2128-3

OFF. REC. 0182 PAGE 224

APPENDIX "C"

PAGE 3

ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY EMPIRE REALTY AND DEVELOPMENT CORP.



DESCRIPTION OF THE UNITS (Apartments)

Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, such boundaries are as follows:
 (1) Upper and lower boundaries: The upper and lower boundaries extended to an exterior wall or exterior ceiling.
 (2) Lateral boundaries: The horizontal plane of the undivided finished floor.
 (3) Vertical boundaries: The vertical boundaries of the apartment shall be the following boundaries extended to an exterior wall or exterior ceiling:
 (a) Exterior boundary walls - the vertical planes of the undivided finished ceiling of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.
 (b) Exterior apartment doors - where a balcony, loggia or terrace serving only the apartment being bounded is attached to the building, the vertical boundaries of the apartment shall be extended to include such terrace and the balcony support.
 The third floor contains five (5) apartments having the following descriptions:
 Upper LIMIT OF APARTMENT: 37' 0"
 Lower LIMIT OF APARTMENT: 29' 0"

DESCRIPTION OF THE COMMON ELEMENTS

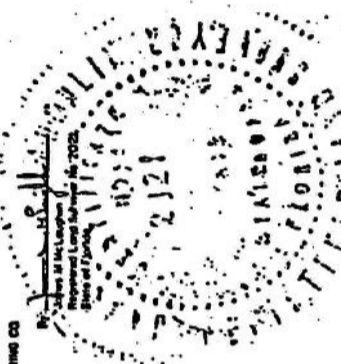
Common elements means all portions of the condominium property not included in the units.

NOTES

- 1. These plans and drawings are compiled from plans and data prepared by Richard H. Hubback, Architect, Unit and Apartment FOR ALL BUILDING, and supplemented by actual field survey.
- 2. Dimensions, in feet, of the upper and lower boundaries of the apartments are based on USC & GS Mean Sea Level Datum.
- 3. SEE DRAWING FOR EXACT BOUNDARY LINES OF APARTMENTS AND COMMON ELEMENTS.

CERTIFICATION

This certification, made this 27th day of January, 1975, by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 710.01(3)(a) of the 1974 Florida Statutes and is a certification that the attached survey and drawings, including the floor plan and elevations and other material in connection therewith, are true and correct, and that the undersigned are particularly competent and qualified in connection therewith, and that the undersigned are a correct copy of the original drawings and that the undersigned hereby certify the identification, location and dimensions of the common elements and of each unit.



McLAUGHLIN ENGINEERING CO.
 400 N.W. 17th Avenue, Suite 200
 Fort Lauderdale, Florida 33304

THIRD FLOOR PLAN.
LAS OLAS MANOR CONDOMINIUM PART TWO
 1212 SOUTHEAST SECOND COURT
 FORT LAUDERDALE, FLORIDA
 BY EMPIRE REALTY AND DEVELOPMENT CORP.

OFF: 6182 PAGE 225

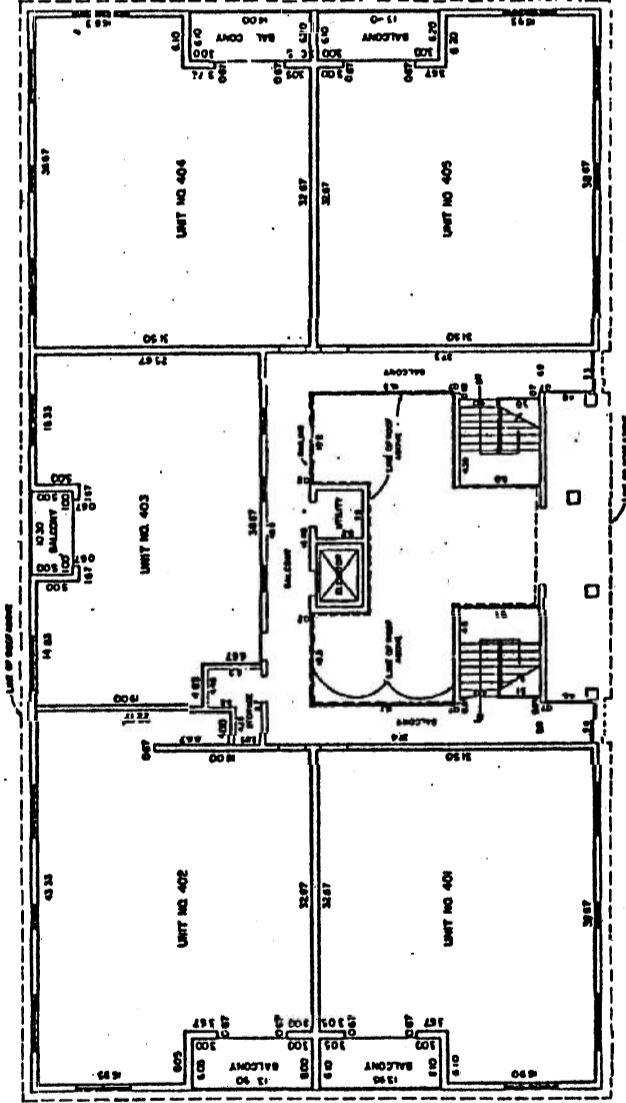
DRAWN MDR	DATE 1.22.75	SCALE 1" = 8'
CHECKED OFB	JOB NUMBER 8-1668	DWG NO CE 2753

McLAUGHLIN ENGINEERING CO.
 400 N.W. 17th Avenue, Suite 200
 Fort Lauderdale, Florida

APPENDIX "C"

PAGE 4

ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY EMPIRE REALTY AND DEVELOPMENT CORP.



DESCRIPTION OF THE UNITS (Apartments)

Each apartment and include that part of the building containing the apartment which lies within the boundaries of the apartment, such boundaries are as follows:

- (1) Upper and lower boundaries. The upper and lower boundaries intended to be interpreted as horizontal boundaries.
- (2) Upper boundary - the horizontal plane of the undecorated finished ceiling.
- (3) Lower boundary - the horizontal plane of the undecorated finished floor.
- (4) Vertical boundaries. The vertical boundaries of the apartment shall be the vertical boundaries of the apartment as shown on the floor plan and shall include the walls, columns, and other vertical elements of the building.
- (5) Entrance door boundaries - where a balcony, loggia or terrace serving only the apartment is attached to the building, the vertical boundaries of the apartment shall be extended to include such structures and the fixtures thereon.

The fourth floor contains the (5) apartments having the following elevations:

Upper LIMIT of APARTMENT: 4679
 Lower LIMIT of APARTMENT: 3864

DESCRIPTION OF THE COMMON ELEMENTS

Common elements means the portions of the condominium property not included in the units.

NOTES

- These plans and elevations are compiled from plans and data prepared by Richard H. Miskel, Architect, certified APARTMENT FOR ALL STATES, and supplemented by actual field surveys.
- Elevations, in feet, of the upper and lower boundaries of the apartments are based on U.S.C. 815.3 Mean Sea Level Datum.
- PLEASE observe the relative boundary lines of apartments and do not disregard them.

CERTIFICATION

This certificate, made the 22nd day of January, 1975, by the undersigned engineers and surveyors in compliance with the provisions of Section 710.01(1)(a) of the Florida Statutes and as a condition that the contractor prepare documents with the attached surveys, plat plans and elevations and other material in connection therewith, that the construction of the improvements described is sufficiently complete as to meet such requirements, together with the survey of the subdivision, as a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.

McLAUGHLIN ENGINEERING CO.

By: *John M. McLaughlin*
 Registered Land Surveyor No. 2026
 State of Florida



FOURTH FLOOR PLAN,
LAS OLAS MANOR CONDOMINIUM PART TWO
 1212 SOUTHEAST SECOND COURT
 FORT LAUDERDALE, FLORIDA

BY EMPIRE REALTY AND DEVELOPMENT CORP.

McLAUGHLIN ENGINEERING CO.
 400 NE THURMAN AVENUE
 FORT LAUDERDALE, FLORIDA

DRAWN: MGR
 CHECKED: DFB
 DATE: 1-22-75
 JOB ORDER: K-1688
 SCALE: 1" = 6'
 DWG. NO.: CE 275-3

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APPENDIX D
TO THE DECLARATION OF CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM PART TWO;

A Condominium

Broward County, Florida

Surveyor's Certificate

REC: 6182 PAGE 227

SEE CERTIFICATIONS ON

APPENDICES B & C RESPECTIVELY

APPENDIX E
TO THE DECLARATION OF CONDOMINIUM
OF
LAS OLAS MANOR CONDOMINIUM PART TWO
A Condominium

Broward County, Florida

Shares in Common Elements, Common
Surplus and Common Expenses

APPENDIX E

TO

DECLARATION OF CONDOMINIUM

LAS OLAS MANOR CONDOMINIUM PART TWO

This Appendix identifies each condominium unit by number and specifies the appurtenant share of the (1) common elements, (2) common surplus, and (3) common expenses.

<u>Unit No.</u>	<u>Type of Unit</u>	<u>Percentage of Interest in Common Elements</u>
101	2-bedroom	5.2%
102	2-bedroom	5.2%
103	efficiency	3.3%
104	2-bedroom	5.2%
105	2-bedroom	5.2%
201	2-bedroom	5.2%
202	2-bedroom	5.2%
203	1-bedroom	4.5%
204	2-bedroom	5.2%
205	2-bedroom	5.2%
301	2-bedroom	5.2%
302	2-bedroom	5.2%
303	1-bedroom	4.5%
304	2-bedroom	5.2%
305	2-bedroom	5.2%
401	2-bedroom	5.2%
402	2-bedroom	5.2%
403	1-bedroom	4.5%
404	2-bedroom	5.2%
405	2-bedroom	5.2%
Total		100.0%

(2) Common Surplus. Each condominium unit shall be entitled to an equal share of the common surplus.

(3) Common Expenses. Members of the Las Olas Manor Association, Inc. owning units in Part Two, shall be assessed for the cost of maintaining, operating or improving, the lands contained in Las Olas Manor Condominium Part Two, and each such unit owner shall pay one-twentieth (1/20th) of the budget for Part Two. Each of the unit owners in Part Two shall also pay a one-twenty-eighth (1/28th) share of the budget cost of maintenance and operation of the recreational facilities provided for the use of both Las Olas Manor Condominium Part One and Part Two; it being the intention of the Developer that the Association shall furnish one budget for the management and maintenance of Part One, which shall be borne equally by the owners in Part One, and a separate budget for the management and maintenance of Part Two, which said expenses shall be borne equally by the unit owners in Part Two, and that all the members of the Las Olas Manor Association, Inc. shall pay a one-twenty-eighth (1/28th) share of the cost of maintenance of the common recreational area.

APPENDIX F

TO THE DECLARATION OF CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM PART TWO,

A Condominium

Broward County, Florida

RECREATION AREA DESCRIPTION

LAS OLAS MANOR
CONDOMINIUM RECREATION AREA

The East 19.90 feet of Lot 3, and the West 10.00 feet of Lot 2,
all in Block 26, COLEE HARRIS, according to the plat thereof,
recorded in Plat Book 1, Page 17, of the public records of Broward
County, Florida.

Containing 3,289 square feet.

JME:CL
K-462
8/2/74

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APPENDIX G

TO THE DECLARATION OF CONDOMINIUM

OF

LAS OLAS MANOR CONDOMINIUM PART TWO:

A Condominium

Broward County, Florida.

Articles of Incorporation

of

LAS OLAS MANOR ASSOCIATION, INC.

STATE OF FLORIDA

DEPARTMENT OF STATE



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

CERTIFICATE OF INCORPORATION

OF

LAS OLAS MANOR ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 19th day of June, A.D., 19 73, as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of June, A.D., 19 73.

Richard (Dick) Stone

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

LAS OLAS MANOR ASSOCIATION, INC.,

A Corporation Not For Profit.

FILED
JUN 19 11 58 AM '73
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

1. Name and Place of Business. The name of the corporation is LAS OLAS MANOR ASSOCIATION, INC. The place of business shall be 432 Northeast Third Avenue, Fort Lauderdale, Florida 33301.

2. Purpose. The corporation is organized as a corporation not for profit under the laws of Florida to provide an entity responsible for the operation of LAS OLAS MANOR ASSOCIATION, INC., according to the Declaration of Condominium thereof now or hereafter recorded in the Public Records of Broward County, Florida, with respect to lands in COLEE HAMMOCK, according to the plat thereof, recorded in Plat Book 1 at page 17 of the Public Records of Broward County, Florida.

3. Qualification of Members and Manner of Their Admission. The members of this corporation shall constitute all of the recordowners of condominium parcels of LAS OLAS MANOR ASSOCIATION, INC. After receiving the approval of the corporation, as required under the applicable Declaration, change of membership in this corporation shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The grantee designated by such instrument thereby shall become a member of the corporation; and the membership of the grantor thereby shall terminate.

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4. Term. The existence of the corporation shall be perpetual unless LAS OLAS MANOR ASSOCIATION, INC. is terminated and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. Names and Residences of Incorporators. The names and residences of the incorporators to these Articles of Incorporation are:

KEVIN M. LYONS	1040 Bayview Drive - Suite #322 Fort Lauderdale, Florida 33304
LILLIAN HESSING	800 S. E. 4th Street Fort Lauderdale, Florida 33301
SANDRA L. LUCIANIA	190 N. W. 40th Street Fort Lauderdale, Florida 33309

6. Directors and Officers. The affairs of the Association shall be managed by its Board of Directors. The officers of the corporation shall be a President, Vice-President, and Secretary-Treasurer, which officers shall be elected annually by the Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Section 11, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enter into such agreements; and all such agreements shall be presumed conclusively to have been made and entered by the directors and officers of this Corporation in the valid exercise of their lawful powers.

7. Names of Officers. The names of the officers who are

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to serve until the first election or appointment are as follows:

PRESIDENT	A. M. Baker
VICE PRESIDENT	J. E. Baker
SECRETARY - TREASURER	Esther Cullum

8. Board of Directors. The Board of Directors shall consist of 3 persons initially and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

A. M. Baker	432 Northeast Third Avenue Fort Lauderdale, Florida 33301
J. E. Baker	432 Northeast Third Avenue Fort Lauderdale, Florida 33301
Esther Cullum	432 Northeast Third Avenue Fort Lauderdale, Florida 33301

9. By-Laws. The original By-Laws shall be made by the Board of Directors and/or declarer under the Declarations of Condominium. The same may thereafter be amended, altered or rescinded only with the approval of not less than a majority of the Board of Directors and not less than 75% of the members of the corporation.

10. Amendment of Articles. These Articles of Incorporation may only be amended, altered or rescinded only with the approval of not less than a majority of the Board of Directors and not less than 75% of the members of the corporation.

11. Powers. The corporation shall have all of the following powers:

A. All of the powers now or hereafter conferred upon corporations not for profit under the laws of Florida and not repugnant to any of the provisions of the Florida Condominium Act or these Articles of Incorporation.

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B. All of the powers of an Association, as set forth in the Florida Condominium Act.

C. To acquire and enter into agreements whereby it acquires land, leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominiums, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

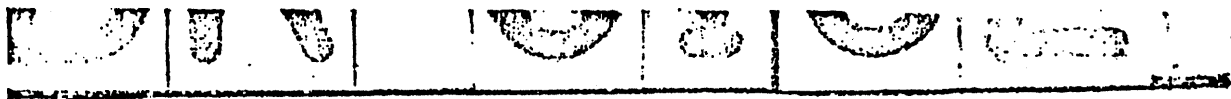
D. To contract with a third party for the management of the Condominiums and to delegate to the contractor all powers and duties of this corporation except such as are specifically required by the Declarations and/or the By-Laws to have the approval of the Board of Directors or the membership of the corporation.

E. To acquire by purchase or otherwise condominium parcels of the Condominiums subject nevertheless to the provisions of the applicable Declarations and/or By-Laws.

F. To operate and manage LAS OLAS MAJOR ASSOCIATION, INC. in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the applicable Declarations and/or By-Laws.

12. Indemnification. Every Governor and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon him in connection with any proceeding

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to which he may be a party, or in which he may become involved by reason of his being or having been a governor or officer of the Association or any settlement thereof, whether or not he is a governor or officer at the time such expenses are incurred, except in such cases wherein the governor or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Governors has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such governor or officer may be entitled.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands and seals this 15th day of June, 1973.

Kevin M. Lyons (SEAL)
KEVIN M. LYONS

Lillian Hessing (SEAL)
LILLIAN HESSING

Sandra L. Luciania (SEAL)
SANDRA L. LUCIANIA

STATE OF FLORIDA)
: ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared KEVIN M. LYONS, LILLIAN HESSING and SANDRA L. LUCIANIA, well known to me, who upon oath acknowledged before me that they executed

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the above and foregoing Articles for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 15th day of June, 1973.

James L. Rubin
NOTARY PUBLIC, State of Florida
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 23 1975
BONDED INTO GENERAL INSURANCE UNDERWRITERS

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

LAS OLAS MANOR ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, under its corporate seal and the hands of its President, A. M. BAKER, and its Secretary, ESTHER CULLUM, hereby certifies that:

I

The Board of Directors and the members of said corporation at a meeting called and held on the 27th day of August, 1973, adopted the following resolution, to-wit:

BE IT RESOLVED as follows:

That the Board of Directors and the members of LAS OLAS MANOR ASSOCIATION, INC., a Florida non-profit corporation, deem it advisable and hereby declare it to be advisable that Paragraphs 2, 3, and 4, and subparagraph F of Paragraph 11, of the Articles of Incorporation be amended, changed and altered to read as follows, to-wit:

2. Purpose. The corporation is organized as a corporation not for profit under the laws of Florida to provide an entity responsible for the operation of LAS OLAS MANOR CONDOMINIUMS, according to the Declaration of Condominium thereof now or hereafter recorded in the Public Records of Broward County, Florida, with respect to lands in COLEE HAMMOCK, according to the plat thereof, recorded in Plat Book 1 at page 17 of the Public Records of Broward County, Florida.

3. Qualification of Members and Manner of Their Admission. The members of this corporation shall constitute all of the record owners of condominium parcels of LAS OLAS MANOR CONDOMINIUMS. After receiving the approval of the corporation, as required under the applicable Declaration, change of membership in this corporation shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The grantee designated by such instrument thereby shall become a member of the corporation; and the membership of the grantor thereby shall terminate.

4. Term. The existence of the corporation shall be perpetual unless LAS OLAS MANOR CONDOMINIUMS are terminated and in the event of such termination, the corporation shall be dissolved in accordance with law.

11. Powers.

F. To operate and manage LAS OLAS MANOR CONDOMINIUMS in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the applicable Declarations and/or By-Laws.

II

The meeting of the Board of Directors and members of the corporation called by the Board of Directors, as aforesaid, was held on the 27th day of August, 1973, and at said special

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meeting of the Board of Directors and members, said amendment of the Articles of Incorporation was duly adopted by unanimous vote of all of the Board of Directors and all of the members.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 4th day of April, 1974



LAS OLAS MANOR ASSOCIATION, INC.

By A. M. Baker
A. M. Baker, President

ATTEST: Esther Cullum
Esther Cullum, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

This day personally appeared before me, a Notary Public duly authorized in the State and County above named to take acknowledgments, A. M. BAKER and ESTHER CULLUM, President and Secretary respectively, of LAS OLAS MANOR ASSOCIATION, INC., a Florida non-profit corporation, and acknowledged before me that they executed the foregoing Certificate of Amendment of Certificate of Incorporation as such officers for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Fort Lauderdale, Broward County, Florida, this 4th day of April, 1974

Ben W. Dwyer
NOTARY PUBLIC, State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULIE 6, 1976
BONDED THRU MAYNARD BONDING AGENCY

OFF REC. 6182 PAGE 243

APPENDIX H
TO THE DECLARATION OF CONDOMINIUM
OF
LAS OLAS MANOR CONDOMINIUM PART TWO
A Condominium

Broward County, Florida

By-Laws
of
Las Olas Manor Association, Inc.

BY-LAWS

OF

LAS OLAS MANOR ASSOCIATION, INC.

A Florida Corporation Not For Profit

1. GENERAL.

a. Identity. These are the By-Laws of LAS OLAS MANOR ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State. The corporation has been organized for the purpose of administering LAS OLAS MANOR CONDOMINIUMS located upon lands in Broward County, Florida.

b. Office. The office of the Association shall be at 1212 Southeast Second Court, Fort Lauderdale, Florida 33301, or such other place as the Board of Directors may determine from time to time.

c. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

d. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. MEMBERS.

a. Qualification. The members of the Association shall consist of all of the record owners of condominium parcels of Las Olas Manor Condominiums.

b. Change of Membership. After receiving the approval of the Association as required by the applicable Declaration, change of membership in the Association shall be established by recording in the Public Records, a deed or other instrument establishing a record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The owner designated by such instrument thereby shall become a member of the Association; and the membership of the prior owner thereby shall terminate.

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

d. Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment

Las Olas Manor Association Inc. II

1212 S.E. 2nd Court
Fort Lauderdale, Florida 33301

90018361

January 11, 1990

Original Declaration filed April 25, 1975, O. R. Book 6182, Page 247, of the Public Records of Broward County, Florida

Paragraph 3a, Appendix H, Page 3, to the Declaration of Condominium of Las Olas Manor Condominium, of the By-Laws shall be amended to read as follows:

3. (a) ANNUAL MEMBER'S MEETING. The annual member's meeting shall be held at the office of the Association at 7:30-p.m. 7:00 p.m., on the second Thursday in January of each year for the purpose of electing directors, for the presentation of the proposed budget for the current year, and for the transaction of such other business authorized to be transacted by the members. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held at the same hour on the next succeed business day which is not a holiday. The annual meeting may be waived by unanimous agreement, in writing, of the members.

JAN 15 9 35 AM '90

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

Rosemarie C. Testa
ROSEMARIE C. TESTA,
President/Director
BOARD OF DIRECTORS,
Las Olas Manor Association, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid, to take acknowledgements, personally appeared ROSEMARIE C. TESTA to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on the 12th day of January A.D., 1990.

My Commission Expires:



"OFFICIAL NOTARY SEAL"
ELIZABETH C. SANDERS
MY COMM. EXP. 11/23/90

Elizabeth C. Sanders
NOTARY PUBLIC

BK 17085 PC 576



PLEASE RETURN TO : Las Olas Manor Association, Inc.
1212 S.E. 2nd Court
Fort Lauderdale, Florida 33301

concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

e. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the applicable Declaration or these By-Laws.

f. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

3. MEMBERS' MEETINGS.

a. Annual Members' Meeting. The first annual members' meeting shall be held at the office of the Association at 7:30 P. M. on April 10, 1975. Thereafter annual members' meetings shall be held at the office of the Association at 7:30 P. M. on the second Thursday in April of each year for the purpose of electing directors and for the transaction of such other business authorized to be transacted by the members. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held at the same hour on the next succeeding business day which is not a holiday. The annual meeting may be waived by unanimous agreement, in writing, of the members.

b. Special Members' Meetings. Special members' meetings may be called by the President, the board of directors or

members entitled to cast 75 per cent of the votes of the entire membership.

c. Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which meeting is called shall be given unless waived in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

d. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the applicable Declaration or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

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

the meeting of any adjournment thereof.

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

g. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of directors.
- (7) Unfinished business.
- (8) New Business.
- (9) Adjournment.

h. Proviso. Provided, however, that until the Developer has completed and sold all of the apartments in Las Olas Manor Condominiums, or until the Developer terminates its control of the condominium, or until December 31, 1975, whichever shall first occur, the proceedings of all meetings of the members of the Association shall be subject to approval of the Developer. If at anytime the provisions of this paragraph conflict with the rules, regulations and laws of the State of Florida, then in such event the rules, regulations and laws of the State of Florida shall prevail and the conflicting portions of this paragraph shall be null and void.

4. Board of Directors.

a. Membership. The affairs of the Association shall be managed by a board of directors.

(1) The Board of Directors shall consist of not less than three (3) members nor more than seven (7) as is determined from time to time by the members.

(2) Each director shall be a person entitled to cast a vote in the Association.

(3) The Board shall be comprised of at least one director from each apartment building.

b. Nominations. A nominating committee of five (5) members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting.

(1) The nominating committee shall nominate one candidate from each apartment building and such additional candidates at large so that the total number of candidates shall be equal to the number of directors to be elected.

(2) Additional nominations be made from the floor of the meeting, but each such nomination shall specify whether the person nominated shall stand for election as representative of the apartment building in which he is an owner, or as representative at large.

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

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

(2) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality

of the votes cast. There shall be no cumulative voting.

(3) The owners of apartments in each apartment building shall be entitled to elect a representative from among the nominees as representatives of their building. All members of the Association shall be entitled to elect representatives at large.

d. Removal of Directors. Any director elected as representative of a particular building may be removed by concurrence of two-thirds of the owners of apartments in that building. Any representative at large may be removed by concurrence of two-thirds of all the members of the Association.

e. Vacancies. All vacancies occurring between annual meetings of members shall be filled by the remaining directors provided, however, that at all times, there shall be one representative from each apartment building.

f. Proviso. Notwithstanding the foregoing provisions of Section 4, until the Developer has completed and sold all of the apartments in Las Olas Manor Condominiums or until the Developer elects to terminate its control of the Association or until December 31, 1975, whichever shall first occur, the first directors of the Association shall remain in office. Remaining directors shall fill vacancies, if any, and if there are no remaining directors, vacancies shall be filled by the Developer. If the vacancy to be filled was a director appointed by a developer, then in that event that same developer shall appoint the new director.

5. POWERS AND DUTIES OF BOARD OF DIRECTORS. All of

the powers and duties of the Association existing under the Condominium Act, the several Declarations, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such approval is specifically required. All meetings of the board of directors shall be open to all members of the Association and notices of all such meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of members of the Association except in an emergency. The powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the several Declarations and these By-Laws:

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

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

c. Maintenance. To maintain, repair, replace and operate the condominium properties.

d. Insurance. To purchase insurance upon the condominium properties and insurance for the Protection of the Association and its members.

e. Reconstruction. To reconstruct improvements after casualty and further improve the condominium properties.

f. Regulation. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the several Declarations. Rules and regulations of the Association, until amended, shall be as set forth in Schedule A attached hereto.

g. Approval. To approve or disapprove the transfer, mortgage and ownership of apartments in the manner provided by the applicable Declaration.

h. Management Contract. To contract for management of Las Olas Manor Condominiums and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the applicable Declaration or these By-Laws to have approval of the board of directors or the membership of the Association or the owners within a particular condominium property.

i. Acquire Interests. To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

j. Enforcement. To enforce by legal means the provisions of the Condominium Act, the applicable Declaration, the

Articles of Incorporation, the By-Laws and the regulations for the use of the property in the condominium.

k. Purchase Apartments. To purchase apartments in the condominium, subject to the provisions of the applicable Declaration.

6. OFFICERS.

a. Officers and Election. 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 an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. 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.

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

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

d. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

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

f. Compensation. The compensation of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developers shall receive any compensation for his services as such.

g. Indemnification of Directors and Officers.
Every director and every officer of the Association shall be

indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the applicable Declarations shall be supplemented by the following provisions:

a. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(1) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to reserves.

(2) Reserve for Deferred Maintenance.

Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(3) Reserve for Replacement. Reserve

for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

b. Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves. A copy of a proposed budget of common expenses shall be mailed to apartment owners not less than thirty (30) days prior to the board of directors' meeting at which the budget will be considered together with a notice of the meeting.

c. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is

made or as otherwise provided by the board of directors. Until the first annual assessment shall be determined by the board of directors of the Association, assessments shall be as estimated by the Developer.

d. Depository. The depository of the Association will be such banks and or savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of a management agreement between the Association and a manager with respect to depositories shall supersede the provisions hereof.

e. Fidelity Bonds. Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

9. AMENDMENT. The By-Laws may be amended in the manner set forth in the Declarations of Condominium pertaining to Las Olas Manor Condominium Part One and Las Olas Manor Condominium Part Two.

10. DEFINITIONS.

a. The definitions contained in the Condominium Act are hereby adopted to the extent that such definitions are applicable to these By-Laws.

b. The term "Developer" means A. M. BAKER

and EMPIRE REALTY AND DEVELOPMENT CORP., a Virginia corporation qualified to do business in the State of Florida.

c. The term "Las Olas Manor Condominiums" means collectively those condominium properties whose declarations designate the Association as operating entity.

d. The term "Association" means Las Olas Manor Association, Inc. The foregoing were adopted as the By-Laws of Las Olas Manor Association, Inc., a condominium corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 24th day of December, 1974.

A. M. Baker, Pres.



APPROVED:

E. H. Callahan, Sec.

OFF: 6182 PAGE 259

REC: 6062 PAGE 67

SCHEDULE A TO BY-LAWS OF

LAS OLAS MANOR ASSOCIATION, INC.

BEING ITS INITIAL RULES
AND REGULATIONS.

1. The sidewalks, entrances, elevators, halls, corridors and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress to and egress from apartment units.

2. No article shall be placed in any of the corridors, walls or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of an apartment building.

3. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of any apartment building.

4. None of the common elements of the Condominium shall be decorated or furnished by any apartment owner or resident.

5. Apartment owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.

6. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit

to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11 P.M. and the following 8 A.M. if the same shall disturb or annoy the other occupants of the building.

7. All garbage and refuse are to be deposited only in the facilities provided in each apartment building for that purpose.

8. All doors leading from the apartment to common elements shall be closed at all times except when in actual use for ingress and egress to and from common elements.

9. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative automobiles, or any purpose whatever other than parking facilities, as aforesaid. An apartment owner may not lease or assign his automobile parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the applicable Declaration of Condominium.

10. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors.

11. The use of recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

12. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form

of checks shall be made to the order of the Association. Payment of regular assessments are due on the first day of each month and if 5 or more days late, are subject to charges, as provided in the Declarations.

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

LAS OLAS MANOR CONDOMINIUM PART TWO

1. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS PROSPECTUS AND ITS EXHIBITS.
2. Las Olas Manor Condominium Part Two is located at 1212 S.E. Second Court, Fort Lauderdale, Florida 33301. There will be a maximum of twenty (20) units in the condominium. The recreational facilities (with the exception of a meeting room located in Part Two and for the exclusive use of owners in Part Two) of the condominium will be used by the unit owners of Las Olas Manor Condominium Part Two, their guests and invitees, as well as by unit owners of Las Olas Manor Condominium Part One, their guests and invitees. There will be eight (8) units in Las Olas Manor Condominium Part One.
3. No units will be sold subject to leases of any kind.
4. There will be one building containing twenty (20) units. One (1) unit will be an efficiency apartment, three (3) units will be one-bedroom apartments and sixteen (16) will be two-bedroom apartments. The efficiency apartment will have one bathroom, each one-bedroom apartment will have one and one-half bathrooms and each two-bedroom apartment will have two bathrooms. Attached as Exhibit "A" to this Prospectus is a site plan which designates the portions of the property owned by unit owners and the portions that are owned by others. The estimated date of completion is January 15, 1975.
5. The recreational facilities will contain approximately 3,820 square feet and will include a swimming pool, patio and deck area, landscape area, and meeting room. The site plan attached as Exhibit "A" indicates the general location of the recreational facility. The swimming pool size is approximately 15 feet by 34 feet. The maximum depth thereof is 6 feet. The pool is heated. The approximate pool deck size is 1,012 square feet.
6. It is estimated that all recreational facilities will be available for use by the unit owners at the same time at which the condominium is completed or no later than March 1, 1975. Approximately 1,100 square feet of the recreational facilities will be owned by unit owners of Las Olas Manor Condominium Part One. Approximately 2,720 square feet of the recreational facilities will be owned by unit owners of Las Olas Manor Condominium Part Two. Easements in the respective Declarations of Condominium of Las Olas Manor Condominiums Part One and Part Two will permit residents of both condominiums to use the recreational facilities, except that residents of Las Olas Manor Condominium Part One will not be permitted to use the meeting room located at Las Olas Manor Condominium Part Two. (The meeting room will contain approximately 520 square feet.) Approximately \$2,000 will be expended by the Developer to purchase personal property for the recreational facilities provided for the benefit of residents of Las Olas Manor Part One and Part Two.
7. This is a phase development. (See Exhibit "D" attached hereto.)
8. The condominium building is a completely new building. It is not the conversion of an existing building.

9. As set forth in Article 2 and Appendix E of the Declaration of Condominium, the unit owners of Las Olas Manor Condominium Part One and Part Two are responsible for the maintenance and operation of the recreational facilities without regard to the respective ownership interests of the owners of Las Olas Manor Condominium Part One and Las Olas Manor Condominium Part Two.
10. The occupancy and use restrictions pertaining to the condominium are contained in Article X of the Declaration of Condominium. A unit may be used for residence purposes only. No transient tenants may be accommodated therein. An apartment unit may be occupied only by persons approved by the Board of Directors of Las Olas Manor Association, Inc. (the "Association"). Children under the age of thirteen (13) years of age shall not be permitted as permanent residents of the condominium. Children under such age shall be permitted to visit for reasonable periods of time as guests.
11. Other than the apartment units, the common elements, and the recreational facilities, no other land is offered by the Developer for use by unit owners.
12. Sewage, waste disposal and water supply are provided through the facilities of the City of Fort Lauderdale, and all are available to the condominium. storm drainage is being provided by the Developer.
13. No firm arrangements have been made for management and operation of the condominium.
14. Each condominium unit shall be entitled to an equal share of the common surplus. Each two-bedroom apartment shall have a 5.2% interest in the common elements. Each one-bedroom apartment shall have a 4.5% interest in the common elements, and the one efficiency apartment shall have a 3.3% interest in the common elements. Each condominium unit shall bear an equal share in the common expenses of Las Olas Manor Condominium Part Two. Members of the Las Olas Manor Association, Inc. owning units in Part Two, shall be assessed for the cost of maintaining, operating or improving, the lands contained in Las Olas Manor Condominium Part Two, and each such unit owner shall pay one-twentieth (1/20th) of the budget for Part Two. Each of the unit owners in Part Two shall also pay a one-twenty-eighth (1/28th) share of the budget cost of maintenance and operation of the recreational facilities provided for the use of both Las Olas Manor Condominium Part One and Part Two; it being the intention of the Developer that the Association shall furnish one budget for the management and maintenance of Part One, which shall be borne equally by the owners in Part One, and a separate budget for the management and maintenance of Part Two, which said expenses shall be borne equally by the unit owners in Part Two, and that all the members of the Las Olas Manor Association, Inc. shall pay a one-twenty-eighth (1/28th) share of the cost of maintenance of the common recreational area.
15. An estimated operating budget is attached as Exhibit "B" to this Prospectus.
16. Purchaser shall pay all closing costs, including but not limited to State Documentary Stamps and Florida Surtax on the Deed, the cost of recording the Deed, all mortgage closing costs and the premium for a title insurance policy to be issued to Purchaser

by Seller following the closings of the transaction. It is estimated that such closing expenses (exclusive of mortgage closing costs) shall not exceed one (1%) percent of the total purchase price of the apartment.

17. The Developer of Las Olas Manor Condominium Part Two is Empire Realty and Development Corp. The chief operating officer is Emile W. Mouhot, who has approximately 17 years of experience in real estate development and construction.
18. Attached as Exhibit "C" is a summary of important matters to be considered in acquiring a condominium unit.

LAS OLAS MANOR CONDOMINIUM PART ONE

ESTIMATED OPERATING BUDGET

	<u>ANNUAL COST</u>
1. Landscaping	\$ 650.00
2. Pool Maintenance	607.00
3. Accounting and Collections	300.00
4. Insurance - Building	1,150.00
- Pool	72.00
5. Electricity - Building	1,300.00
- Pool	515.00
6. Water - Building	3,250.00
- Pool	107.00
7. Fuel - Pool Heater	500.00
8. Office Supplies	150.00
9. Recreation Area Taxes	180.00
10. Operating Capital and Miscellaneous	499.00
11. Reserve for Replacemand and Depreciation	200.00
	<hr/>
TOTAL ANNUAL BUDGET	\$ 9,480.00

NOTES:

A. Estimated Monthly Expenses for:

Apartment \$39.50 X 20 = \$790 X 12 = \$9,480.00

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

EXHIBIT "B"

IMPORTANT MATTERS TO BE CONSIDERED
IN ACQUIRING A CONDOMINIUM UNIT.

LAS OLAS MANOR CONDOMINIUM PART TWO, A PROJECT OF EMPIRE REALTY AND DEVELOPMENT CORP., A FOUR-STORY, TWENTY UNIT SINGLE BUILDING CONDOMINIUM.

1. FEE SIMPLE INTEREST WILL BE CONVEYED AS TO ALL UNITS SOLD.
2. UNIT OWNERS WILL BE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, TAXES, UPKEEP, REPLACEMENT, ETC., OF THE RECREATIONAL FACILITY. SEE PARAGRAPH 14 OF THE PROSPECTUS, APPENDIX E OF THE DECLARATION OF CONDOMINIUM.
3. NO RENTAL IS CHARGED FOR USE OF THE RECREATIONAL FACILITY.
4. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. SEE ARTICLE XIV OF THE DECLARATION OF CONDOMINIUM AND SECTION 3n OF THE BY-LAWS OF LAS OLAS MANOR ASSOCIATION, INC.
5. THE SALE, LEASE OR TRANSFER OF A UNIT IS RESTRICTED OR CONTROLLED. SEE ARTICLE 10 OF THE DECLARATION OF CONDOMINIUM.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. THE PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD PROSPECTIVE PURCHASERS SHOULD SEEK LEGAL ADVICE.

DEVELOPER'S COMMITMENT TO PHASE DEVELOPMENT

1. The Developers of Las Olas Manor Condominiums are: Empire Realty and Development Corp. and A. M. Baker.

2. The phase development shall include the following lands:

Las Olas Manor Condominium Part One -

Lots 1 and 2 in Block 26 of COLLEE HAMMOCK, according to the plat thereof recorded in Plat Book 1 at Page 17 of the Public Records of Broward County, Florida.

Las Olas Manor Condominium Part Two -

Lots 3, 4, 5 and 6 in Block 26 of COLLEE HAMMOCK, according to the plat thereof recorded in Plat Book 1 at page 17 of the Public Records of Broward County, Florida.

3. All lands to be in the phase development are presently owned by Las Olas Manor Condominiums developers. (See attached opinion letters of Fleming, O'Bryan & Fleming and Grigsby & Kaczmarek.)

4. Approximately 3,820 square feet of the land described in number 2 above will be used for recreational facilities. 520 square feet of the 3,820 square feet will be for the exclusive use of the residents of Las Olas Manor Condominium Part Two. The remainder will be for the use of the residents of Las Olas Manor Condominium Part One and Las Olas Manor Condominium Part Two. The area to be used by the residents of both condominiums is described as follows:

The East 19.90 feet of Lot 3, and the West 10.00 feet of Lot 2, all in Block 26, COLLEE HAMMOCK, according to the plat thereof, recorded in Plat Book 1, Page 17, of the public records of Broward County, Florida. Containing 3,289 square feet.

(See attached plot plan showing approximate location of recreational facilities intended to be used in common.)

5. Developers will furnish the approximately 3,300 square-foot commonly-used recreational area with tables, chairs and other pool and patio equipment.

75- 12179

RECREATION EASEMENT

WHEREAS, Developers A. M. BAKER and EMPIRE REALTY AND DEVELOPMENT CORP. are jointly developing properties known as LAS OLAS MANOR CONDOMINIUM PART ONE and LAS OLAS MANOR CONDOMINIUM PART TWO; and

WHEREAS, it is the intention of said developers to create a recreation area to be used by residents of both Condominiums Part One and Part Two; and

WHEREAS, a certain portion of the recreation area (which is described in Exhibit "A" attached hereto and incorporated herein by reference) is to be a common element of Las Olas Manor Condominium Part Two; and

WHEREAS, it is necessary that the residents of Las Olas Manor Condominium Part One be granted an easement for the use of said recreation area located in Las Olas Manor Condominium Part Two;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other valuable consideration, the undersigned Empire Realty and Development Corp. hereby grants a non-exclusive easement to owners of condominium units located in Las Olas Manor Condominium Part One* (as said Condominium is described in O.R. Book 6662, Page 1, of the Public Records of Broward County, Florida) over, through and across the following described property, to-wit:

The East 19.90 feet of Lot 3 in Block 26, COLEE HAMMOCK, according to the Plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida.

Said easement shall be for the recreational use and enjoyment of said unit owners.

*located at 1280 S.E. Second Court, Fort Lauderdale, Florida 33301

75 APR 25 PM 3:14

REC: 6183 PAGE 229

This document prepared by
CAROLAN C. WILSON
FLEMING O'BRYEN & FLEMING
ATTORNEYS AT LAW
FORT LAUDERDALE, FLORIDA

RETURN TO
RAY W. GRIBBY
3101 N. FEDERAL HWY
FT LAUDERDALE, FL 33308

STATE OF FLORIDA
COUNTY OF BROWARD
STAMP TAX
\$00.30

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 11 day of April, 1975.

Signed, sealed and delivered in the presence of:

EMPIRE REALTY AND DEVELOPMENT CORP.

[Signature]
[Signature]

By [Signature], Pres.

Attest:

By [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EMILE W. MOUHOT and REBECCA A. MOUHOT, well known to me to be the President and Secretary respectively of EMPIRE REALTY AND DEVELOPMENT CORP., and that they severally acknowledged executing the above instrument freely and voluntarily under authority duly vested in them by said corporation

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of April, 1975.

[Signature]
Notary Public

My Commission Expires:

BONDED THROUGH GUARANTEE AND UNDERWRITERS

REC. 6183 page 230

EXHIBIT "A"

LAS OLAS MARINE CONDOMINIUM

ENTIRE RECREATION AREA

The East 19.90 feet of Lot 3, and the West 10.00 feet of Lot 2, all in Block 26, COLEE HAMMOCK, according to the Plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida.

Containing 3,289 square feet.

10-12603

STATE OF FLORIDA
COUNTY OF BROWARD
RECORDS & DEEDS
00.30

RECREATION EASEMENT

WHEREAS, developers A. M. BAKER and EMPIRE REALTY AND DEVELOPMENT CORP. are jointly developing properties known as LAS OLAS MANOR CONDOMINIUM PART ONE and LAS OLAS MANOR CONDOMINIUM PART TWO; and

WHEREAS, it is the intention of said developers to create a recreation area to be used by residents of both Condominiums Part One and Part Two; and

WHEREAS, a certain portion of the recreation area (which is described in Exhibit "A" attached hereto and incorporated herein by reference) is to be a common element of Las Olas Manor Condominium Part One; and

WHEREAS, it is necessary that the residents of Las Olas Manor Condominium Part Two be granted an easement for the use of said recreation area located in Las Olas Manor Condominium Part One; and

WHEREAS, the present owners of units located in Part One desire to consent and join in the easement running to the benefit of the unit owners of Part Two in order to secure a reciprocal easement from the developer of Las Olas Manor Condominium Part Two;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other valuable consideration, the undersigned A. M. BAKER hereby grants a non-exclusive easement to owners of condominium units located in Las Olas Manor Condominium Part Two* (as said Condominium is described in O.R. Book 6182, Page 186, of the Public Records of Broward County, Florida) over, through and across the following described property, to-wit:

Return to Christopher C. Wheeler
Fleming, O'Ryan & Fleming
American National Bank Bldg.
P. O. Drawer 7328
Fort Lauderdale, Florida 33304

This Instrument Prepared By
CHRISTOPHER C. WHEELER
FLEMING, O'RYAN & FLEMING
ATTORNEYS AT LAW
FORT LAUDERDALE, FLORIDA

*located at 1212 S.E. Second Court,
Fort Lauderdale, Florida 33301

913 FEB 20 11 12:55

DEF. 6183 page 963



The West 10 feet of Lot 2 in Block 16,
COLIF ESTATES, according to the Plat thereof,
recorded in Plat Book 1, Page 17, of the
Public Records of Broward County, Florida.

Said easement shall be for the recreational use and enjoyment of
said unit owners, pursuant to Declarations of Las Olas Manor
Condominiums Part One and Two.

IN WITNESS WHEREOF, the undersigned has set her hand
and seal this 22nd day of April, 1975.

Signed, sealed and delivered
in the presence of:

A. M. BAKER

John C. Kizmarck
Ben W. Givels

D. M. Baker

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer
duly qualified to take acknowledgments, personally appeared
A. M. BAKER, well known to me to be the person described in the
above instrument, and that she severally acknowledged executing
the same freely and voluntarily.

WITNESS my hand and official seal in the County and State
last aforesaid this 22nd day of April, 1975.

John Carter Kizmarck
Notary Public

My Commission Expires:

.....

EXHIBIT "A"

LAS OLAS MANOR CONDOMINIUMS

ENTIRE RECREATION AREA

The East 19.90 feet of Lot 3, and the West 10.00 feet of Lot 2, all in Block 26, COLEE HAMMOCK, according to the Plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida.

Containing 3,289 square feet.

OFF. REC. 6183 PAGE 907

CONSENT

THE UNDERSIGNED owner(s) of Apartment No. 2 of
Las Olas Manor Condominium Part One (according to the Declaration
thereof filed in O. R. Book 6062, Page 1, Public Records
of Broward County, Florida) hereby consent(s) to and join(s) in
this Recreation Easement.

Witnesses:

John C. Kaszmarek By Charles J. Konecke
Ben W. Dwyer By Ruth E. Konecke

Dated: _____

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer
duly qualified to take acknowledgments, personally appeared CHARLES
J. KONECKE and RUTH E. KONECKE, his wife, well known to me to be the
person(s) described in the above instrument, and that (he, she, they)
severally acknowledged executing the same freely and voluntarily.

WITNESS my hand and official seal in the County and State
last aforesaid this 22nd day of April, 19 75.

John Carter Kaszmarek
Notary Public

My Commission Expires:



REC. 6183 PAGE 907

IN WITNESS WHEREOF, the undersigned has set her hand
and seal this 22nd day of April, 1975.

Signed, sealed and delivered
in the presence of:

A. M. BAKER

John C. Kinnick
Ben W. Dively

A. M. Baker

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer
duly qualified to take acknowledgments, personally appeared
A. M. BAKER, well known to me to be the person described in the
above instrument, and that she severally acknowledged executing
the same freely and voluntarily.

WITNESS my hand and official seal in the County and State
last aforesaid this 22nd day of April, 1975.

John Carter Kinnick
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
ON APRIL 15, 1978

OFF. 6183 PAGE 979

75- 72664

PARKING SPACE EASEMENT

STATE OF FLORIDA
COUNTY OF BROWARD
RECORDED
200.36

WHEREAS, it is the intention of the developers of Las Olas Manor Condominium Part One and Las Olas Manor Condominium Part Two, A. M. BAKER and EMPIRE REALTY AND DEVELOPMENT CORP., to jointly develop the project referred to as "Las Olas Manor Condominiums"; and

WHEREAS, in order to jointly develop said project it is necessary to provide for the use of parking spaces located on the common area of Las Olas Manor Condominium Part One by certain residents of Las Olas Manor Condominium Part Two;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other valuable consideration, the undersigned developer A. M. BAKER joined by present unit owners located in Las Olas Manor Condominium Part One (as said Condominium is described in O.R. Book 6062, Page 1, of the Public Records of Broward County, Florida) hereby grants to the owners of three (3) units in Las Olas Manor Condominium Part Two an exclusive easement for pedestrian and vehicle traffic and parking through and across parking spaces located on the following described property, to-wit:

The North 30 feet of the West 27 feet of Lot 2, Block 26, COLEE HAMMOCK, as recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida.

Developer and unit owners also hereby grant an easement to developer of Las Olas Manor Condominium Part Two, EMPIRE REALTY AND DEVELOPMENT CORP., and/or its assigns or successors, for construction of said parking spaces. The Condominium Association governing Las Olas Manor Condominiums shall designate which three (3) unit owners in Las Olas Manor Condominium Part Two shall have the benefit of this easement.

Return to Christopher C. Wheeler
Fleming, O'Brien & Fleming
American National Bank Bldg.
P. O. Drawer 7028
Fort Lauderdale, Florida 33304

This Instrument Prepared By
CHRISTOPHER C. WHEELER
FLEMING O'BRYEN & FLEMING
1011 E. 5th Street
Fort Lauderdale, Florida

*located at 1212 S.E. Second Court
Fort Lauderdale, Florida 33301

75 APR 26 PM 12:55

REC. 6183 PAGE 969



166

CONSENT

THE UNDERSIGNED owner(s) of Apartment No. 1 of Las Olas Manor Condominium Part One (according to the Declaration thereof filed in O. R. Book 6062, Page 1, Public Records of Broward County, Florida) hereby consent(s) to and join(s) in this Parking Space Easement.

Witnesses:

John C. Kymarch By Anita B. Prough
Ben W. Dinsley By Charlotte E. Walsen

Date: April 11, 1975

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ANITA B. PROUGH and CHARLOTTE E. WALSER, well known to me to be the person(s) described in the above instrument, and that (he, she, they) severally acknowledged executing the same freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of April, 19 75.

John Carter Kymarch
Notary Public

My Commission Expires:

.....

OFF
REC. 61X3 PAGE 971

CONSENT

THE UNDERSIGNED owner(s) of Apartment No. 2 of Las Olas Manor Condominium Part One (according to the Declaration thereof filed in O. R. Book 6062, Page 1, Public Records of Broward County, Florida) hereby consent(s) to and join(s) in this Parking Space Easement.

Witnesses:

John C. Kozmick by *Charles J. Konecke*
Ann W. Dwyer by *Ruth E. Konecke*

Dated: _____

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARLES J. KONECKE and RUTH E. KONECKE, his wife, well known to me to be the person(s) described in the above instrument, and that (he, she, they) severally acknowledged executing the same freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of April, 1975.

John Carter Kozmick
Notary Public

My Commission Expires:

COVENANTS, CONDITIONS & AGREEMENT

This Agreement entered into this 21 day of MARCH, 1981, between Las Olas Manor, at 1212 and 280 South East 2nd Court, a Florida corporation not-for-profit (hereinafter referred to as the ASSOCIATION/LICENSOR) and SELKIRK COMMUNICATIONS, INC., a Florida corporation (hereinafter referred to as SELKIRK/LICENSEE).

WHEREAS, Las Olas Manor is a Condominium Association organized pursuant to the provisions of Chapter 711, Florida Statutes, as amended Chapter 718, consisting of thirty units, to be the governing authority and entity responsible for the maintenance and operation of the common facilities and common elements of the following condominium whose Declaration has been recorded in the Public Records of Broward County, Florida, Book 618 Page 232, as amended, and

WHEREAS, the By-Laws of the Condominium Association empower the Board/Directors of ASSOCIATION/LICENSOR for the management operation of portions of the common elements and facilities and to lease or concession such portions;

WHEREAS, the unit owners of the condominium operated by the ASSOCIATION/LICENSOR are desirous of obtaining CABLE TV SERVICE from SELKIRK/LICENSEE; and

WHEREAS, SELKIRK/LICENSEE is desirous of acquiring a license for ingress, egress, installation, construction and maintenance of television transmission facilities and/or cable television facilities upon the property of the condominium.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar paid by SELKIRK/LICENSEE to ASSOCIATION/LICENSOR, receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSOCIATION/LICENSOR does hereby grant this permission unto SELKIRK/LICENSEE for the specific purpose of ingress, egress, installation, construction and maintenance of television transmission facilities and/or cable television facilities upon the property of the condominium upon the following terms and conditions as herein set forth.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. SELKIRK/LICENSEE is hereby granted a license to install, maintain, operate, and change such transmission wires and other electronic facilities to enable it to supply and maintain TV cable reception and other services, hereinafter called CABLE TV SERVICE, to individual condominium unit owners whose owners request the same from SELKIRK/LICENSEE.

2. SELKIRK/LICENSEE is hereby granted an exclusive right and license for the period of its franchise granted to SELKIRK/LICENSEE by the franchising authority, and for any extension thereof, to construct, operate and maintain the internal distribution CABLE TV SERVICE (including wires, poles, guys, cables, conduits, underground/overhead, and other pertinent equipment) to be installed from time to time by the Company on the Common Areas described above, with the right to reconstruct, improve, repair, add to, enlarge, change the size of, remove or partially disconnect such facilities on any of them, on or from the Common Areas. These rights are granted to allow any persons, firm or corporation under the employ of or who contract with SELKIRK/LICENSEE to lay cable, conduits and other equipment, and to solicit owners with respect to the sale of services provided by SELKIRK/LICENSEE including the right of ingress and egress to do same at all times.

3. All cables and equipment erected and installed by SELKIRK/LICENSEE, or its agents, shall remain the exclusive property of SELKIRK/LICENSEE and no other person, firm, or corporation, shall use, alter, or in any way modify said equipment without the written consent of SELKIRK/LICENSEE.

4. This license shall become binding upon the ASSOCIATION/LICENSOR, their respective legal representatives, successors and assigns.

5. SELKIRK/LICENSEE shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees of SELKIRK/LICENSEE and other persons who may be affected thereby, all the work and all materials and equipment to be installed therein, and other property at the site or adjacent thereto.

6. SELKIRK/LICENSEE shall perform its work in a good and workmanlike manner.

7. This license shall be contingent upon Board's approval of wiring design. IN WITNESS WHEREOF the parties have set their hands and seals on the date indicated in their respective acknowledgements.

WITNESSES:

Maria E. Pate
Gene R. Powell

Las Olas Manor
Condominium Association
By John W. Hollander, Jr., Pres.
Attest

STATE OF FLORIDA
COUNTY OF BROWARD

phone: 462-0317

I HEREBY CERTIFY that on this day, before me, a notary public, personally appeared officers of the party described above as "Association" in and who executed the foregoing instrument and acknowledged before me that they executed the same, and further acknowledged before me that they are empowered with the authority to execute same on behalf of Association.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of March, 1981.

RECORDED IN PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
BOOK 618 PAGE 186

Richard L. [Signature]
Notary Public
State of Florida
My Commission Expires 12/31/81
APPROVED BY: BONNIE THAU GENERAL MANAGER
SELKIRK COMMUNICATIONS, INC.

Witness
[Signature]
[Signature]

By [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, a notary public, personally appeared James [Signature] of SELKIRK COMMUNICATIONS, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as an officer of said corporation, and acknowledged the execution thereof.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of April, 1981.

[Signature]
Notary Public
State of Florida
My Commission Expires 12/31/81
Bonds By [Signature]

91 JUN 22 1981

REC 9649 PAGE 186