

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
ISLAND CLUB THREE, A CONDOMINIUM
AND TO THE BYLAWS
OF
ISLAND CLUB THREE, INC.
AND TO THE ARTICLES OF INCORPORATION
OF
ISLAND CLUB THREE, INC**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Island Club Three, a Condominium, the Bylaws of Island Club Three, Inc., and the Articles of Incorporation of Island Club Three, Inc. were adopted by the Association membership at the duly noticed Annual Member's Meeting of the Association on February 16, 2017. Said amendments were approved in the manner provided in the Condominium Documents. The Declaration of Island Club Three, a Condominium, the Bylaws of Island Club Three, Inc. and the Articles of Incorporation of Island Club Three Inc. are recorded at O.R. Book 5128, Page 12 thru 91 of the Public Records of Broward County, Florida.

IN WITNESS WHERE OF, we have affixed our hands this 21 of March, 2017, at
Pompano Beach, Broward County, Florida.

WITNESSES:

[Signature]
Signature

[Signature]
Printed Name

[Signature]
Signature

[Signature]
Printed Name

ISLAND CLUB THREE, INC.

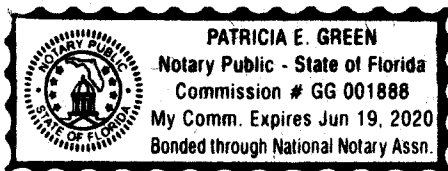
BY: [Signature]

Francis Santos, President
777 S. Federal Hwy
Pompano Beach, Fl. 33062

STATE OF FLORIDA)

COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 21 of March, 2017, by Francis Santos as President of Island Club Three Inc., a Florida not-for-profit corporation. He is personally known to me.



Patricia E Green
NOTARY PUBLIC
PATRICIA E GREEN
PRINTED NAME

My commission expires:

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

DECLARATION OF CONDOMINIUM
OF
ISLAND CLUB THREE
A Condominium
Pompano Beach, Florida

All obsolete references to the Developer, 99 year lease, Exhibits and developer mortgages are hereby deleted.

ISLAND CLUB OF POMPANO BEACH, INC., a Florida corporation, the owner of the real property referred to in Article II hereof, who is hereinafter referred to as "Developer", on behalf of itself and its successors, grantees and assigns, and to its successors, grantees and assigns, does hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to ~~the provisions of Chapter 63-35 of the General Laws of Florida~~ Chapter 718 Florida Statutes, as amended from time to time, entitled "Condominium Act", as amended, in accordance with the terms and conditions of this Declaration as hereinafter set forth:

I. NAME

The name by which this condominium shall be entitled shall be ISLAND CLUB THREE, a Condominium.

II. LEGAL DESCRIPTION OF THE LAND

The lands ~~owned by the Developer~~, which are hereby submitted to the condominium form of ownership, are the following described lands, situate, lying and being in Broward County, Florida:

A parcel of land in the South one-half of Government Lot 5, Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5, of said Section 6, TOWN OF POMPANO, according to the Plat thereof as recorded in Plat Book B, page 76, Dade County Records, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Government Lot 5; thence on an assumed bearing of N. 01° 49' 29" W. along the West line of said Government Lot 5 a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Government Lot 5; thence N. 88° 56' 16" E. along the said North line a distance of 1,017.66 ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970; thence S. 16° 58' 46" W. along the said Westerly right-of-way line a distance of 74.30 ft.; thence N. 73° 01' 14" W. a distance of 4.00 ft. to the Point of Beginning of this description; thence continue N. 73° 01' 14" W. a distance of 19.00 ft.; thence S. 16° 58' 46" W. along a line 23.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 138.70 ft.; thence S. 73° 01' 14" E. a distance of 19.00 ft.; thence N. 16° 58' 46" E. along a line 4.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 138.70 ft. to the Point of Beginning.

A parcel of land in the South one-half of Government Lot 5, Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5, of said Section 6, TOWN OF POMPANO, according to the Plat thereof as recorded in Plat Book B, page 76, Dade County Records, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Government Lot 5; thence on an assumed bearing of N. 01° 49' 29" W. along the West line of said Government Lot 5 a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Government Lot 5; thence N. 88° 66' 16" E. along the said North line a distance of 1,017.66 ft. to the Westerly right-of-way line of State Road No. 6 (U.S. Highway #1) as located on May, 1970; thence S. 16° 58' 46" W. along the said Westerly right-of-way line a distance of 293.00 ft.; thence N. 73° 01' 14" W. a distance of 4.00 ft. to the Point of Beginning of this description; thence continue N. 73° 01' 14" W. a distance of 19.00 ft.; thence S. 16° 58' 46" W. along a line 23.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 64.11 ft.; thence S. 73° 01' 14" E. a distance of 19.00 ft.; thence N. 16° 58' 46" E. along a line 4.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 64.11 ft. to the Point of Beginning.

A parcel of land in the South one-half of Government Lot 5 and the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5 of said Section 6, TOWN OF POMPANO, according to the Plat thereof, as recorded in Plat Book B, page 76, Dade County Records, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Government Lot 5; thence on an assumed bearing of N. 01° 49' 29" W. along the West line of said Government Lot 5 a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Government Lot 5; thence N. 88° 56' 16" E. along the said North line a distance of 1,017.66 ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970; thence S. 16° 58' 46" W. along the said Westerly right-of-way line a distance of 293.00 ft.; thence N. 73° 01' 14" W. a distance of 47.00 ft. to the Point of Beginning of this description; thence S. 16° 58' 46" W. along

a line 47.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 119.13 ft. to a point of curvature of a tangent curve concave to the Northwest; thence Southerly, Southwesterly and Westerly along the arc of said curve, to the right, having a central angle of $86^{\circ} 33' 20''$ and a radius of 17.00 ft. for an arc distance of 25.68 ft. to a point of tangency; thence N. $76^{\circ} 27' 54''$ W. along a line tangent to the last described curve a distance of 298.56 ft. to a point of curvature of a tangent curve concave to the Northeast; thence Westerly and Northwesternly along the arc of said curve, to the right, having a central angle of $48^{\circ} 36' 59''$ and a radius of 15.00 ft. for an arc distance of 12.73 ft. to a point on a non-tangent line; thence N. $88^{\circ} 56' 16''$ E. a distance of 17.39 ft.; thence N. $01^{\circ} 03' 44''$ W. a distance of 90.00 ft.; thence S. $78^{\circ} 37' 03''$ E. a distance of 319.40 ft.; thence N. $16^{\circ} 58' 46''$ E. a distance of 27.53 ft.; thence S. $73^{\circ} 01' 14''$ E. a distance of 19.00 ft. to the Point of Beginning.

A parcel of land in the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 6, Township 49 South, Range 43 East, said parcel being more particularly described as follows:

Commence at the Southwest corner of Government Lot 5 of said Section 6; thence on an assumed bearing of N. $01^{\circ} 49' 29''$ W. along the West line of said Government Lot 5 a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Government Lot 5; thence N. $88^{\circ} 56' 16''$ E. along the said North line a distance of 1,017.66 ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970; thence S. $16^{\circ} 58' 46''$ W. along the said Westerly right-of-way line a distance of 717.11 ft.; thence N. $73^{\circ} 01' 14''$ W. a distance of 4.00 ft. to the Point of Beginning of this description; thence continue N. $73^{\circ} 01' 14''$ W. a distance of 43.00 ft.; thence N. $76^{\circ} 27' 54''$ W. a distance of 193.60 ft.; thence N. $13^{\circ} 32' 06''$ E. a distance of 109.00 ft.; thence N. $76^{\circ} 27' 54''$ W. a distance of 27.00 ft.; thence N. $13^{\circ} 32' 06''$ E. a distance of 18.00 ft.; thence N. $76^{\circ} 27' 54''$ W. a distance of 111.69 ft.; thence S. $12^{\circ} 42' 26''$ W. a distance of 139.42 ft.; thence S. $01^{\circ} 00' 00''$ W. a distance of 270.00 ft. to the Northerly right-of-way line of the Cypress Creek Canal (C-14); thence N. $70^{\circ} 00' 31''$ E. along the said Northerly right-of-way line a distance of 69.40 ft.; thence N. $78^{\circ} 13' 50''$ E. along the said Northerly right-of-way line a distance of 177.28 ft.; thence N. $68^{\circ} 20' 03''$ E. along the said Northerly right-of-way line a distance of 111.03 ft.; thence N. $16^{\circ} 58' 46''$ E. along a line 4.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 95.45 ft. to the Point of Beginning.

SUBJECT TO any and all easements, restrictions, reservations or limitations of record and ALSO SUBJECT to governmental zoning, building code laws and ordinances or regulations.

III. DEFINITIONS

As used in this Declaration and the other condominium documents, unless the context otherwise requires:

A. 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 both for the operation, and maintenance, taxes and insurance of ISLAND CLUB THREE, and for the operation, maintenance, taxes and insurance of ISLAND CLUB RECREATION CENTER, INC.

B. Association means ISLAND CLUB THREE, INC.

C. Bylaws means the bylaws for the government of the condominium as they exist from time to time.

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

E. Common expenses mean the expenses for which the unit owners are liable to the Association.

F. Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

G. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

H. Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

I. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

J. Declaration, or Declaration of Condominium, means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

K. ~~Developer means ISLAND CLUB OF POMPANO BEACH, INC.~~

All obsolete references to the Developer are hereby deleted.

L. General common elements means and includes all of the improvements located upon the condominium property except those portions of the common elements which are labeled as limited common elements.

M. ~~Institutional first mortgage means a first mortgage originally executed and delivered to a bank, savings and loan association, insurance company, employee's pension fund, or real estate investment trust and authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit and on any interest appurtenant to such apartment unit. For the purposes of this Declaration of Condominium, the Developer or Colonial Mortgage Service Co. shall be considered an institutional mortgagee and any mortgage held by the Developer or its component corporations which is a lien against any of the apartments in the condominium shall be considered as an institutional mortgage.~~

N. ISLAND CLUB RECREATION CENTER, INC. means the non-profit corporation which will manage the leased recreation center for all owners in ISLAND CLUB THREE, and the owners or occupants of other apartments in the overall ISLAND CLUB development.

O. ~~Lease means a 99-year lease of a fractional interest wherein POMPANO BEACH BANK AND TRUST COMPANY, Pompano Beach, as TRUSTEE is the Lessor to the recreation center which is not a part of this condominium.~~

All obsolete references to the Lease are hereby deleted.

P. Limited common elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. This shall include not only common elements reserved for the use of an individual apartment but also for the use of individual apartments in one specific apartment building.

Q. Operation or operation of the condominium means and includes the administration and management of the condominium property.

R. Owner or owners means the same as unit owner or owners.

S. Unit means a part of the condominium property which is to be subject to private ownership.

T. Unit owner or owner of a unit means the owner of a condominium parcel.

U. Majority or majority of apartment owners means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

V. Guests/Occupants means eligible persons as approved by the Board of Directors, including family members and relatives.

IV. CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

This Declaration of Condominium hereinafter called Declaration sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to the Declaration of Condominium are the following: ~~exhibits~~:

A. Plot plan of property and floor plans of buildings submitted to the provisions of Chapter 63-35, General Laws of Florida duly certified as required under said Act.

~~which is marked Exhibit A.~~

B. Articles of Incorporation of ISLAND CLUB THREE, INC., a Condominium, a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual apartments, ~~which is marked Exhibit B.~~

C. Amended and Restated By-laws of ISLAND CLUB THREE, INC., ~~which is marked Exhibit C.~~

D. Rules and Regulations, ~~which is marked Exhibit D.~~

E. ~~Form of condominium deed by which the Developer will convey particular apartments, and appurtenances thereto, which is marked Exhibit E.~~

F. ~~Form of 99-year lease which is marked Exhibit F.~~

G. ~~Form of assignment of the aforementioned 99-year lease which is marked Exhibit~~

V. BASIC PROPERTY COMPONENTS

The real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plan:

A. LAND USE: The real property herein submitted, which is hereinbefore fully described in Article II of this Declaration, shall be solely for residential purposes and activities associated therewith.

B. IMPROVEMENTS: The improvements ~~that were to be~~ constructed by the original Developer upon the land submitted herewith to the condominium form of ownership shall be was as follows:

1. The condominium shall include three (3) separate apartment buildings containing a total of 82 individual apartment units to be constructed in accordance with the plans and specifications prepared by Peterson and Martin, Architects.

Building B is a three-story building containing 28 separate 2-bedroom, 2-bath apartment units, Apartments 101-104, both inclusive, and Apartments 107-110, both inclusive, are located on the first floor of said building. Apartments 201-210, both inclusive, are located on the second floor of said building, and Apartments 301-310, both inclusive, are located on the third floor of said building.

Building C is a three-story building containing 27 separate 2-bedroom, 2-bath apartment units, Apartments 101-109, both inclusive, are located on the first floor. Apartments 201-209, both inclusive, are located on the second floor of said building, and Apartments 301-309, both inclusive, are located on the third floor.

Building D is a three-story building containing 27 separate 2-bedroom, 2-bath apartment units, Apartments 101-109, both inclusive, are located on the first floor of said building, Apartments 201-209, both inclusive, are located on the second floor, and Apartments 301-309, both inclusive, are located on the third floor of said building.

2. In addition to the apartment buildings, said condominium shall include the necessary parking areas, driveways, sidewalks and dock space., ~~if said docks are permitted to be constructed by the proper governmental authorities;~~

C. EASEMENTS:

1. The owners of individual apartment units in ISLAND CLUB THREE are hereby granted a non-exclusive easement for ingress and egress and utilities over and across the following described property owned by the Developer:

(a) An easement for ingress, egress and utility purposes over, across and under a parcel of land in the South one-half of Govt. Lot 5 and the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5 of said Section 6, Town of Pompano, according to the plat thereof, as recorded in Plat Book B, page 76, Dade County Records, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Govt. Lot 5; thence (01) on an assumed bearing of S. 01° 49' 29" E. along the West line of the said Northwest one-quarter a distance of 212.26 ft.; thence (02) N. 88° 10' 31" E. a distance of 193.83 ft. to the Point of Beginning; thence (03) N. 01° 49' 29" W. a distance of 204.50 ft.; thence (04) N. 88° 10' 31" E. a distance of 90.00 ft.; thence (05) S. 01° 49' 29" E. a distance of 76.81 ft.; thence (06) N. 88° 10' 31" E. a distance of 115.26 ft.; thence (07) N. 62° 13' 52" E. a distance of 94.75 ft. to a point of curvature of a tangent curve concave to the Northwest; thence (08) Northeasterly and Northerly along the arc of said curve, to the left, having a central angle of 63° 17' 36" and a radius of 20.00 ft. for an arc distance of 22.09 ft. to a point of tangency; thence (09) N. 01° 03' 44" W. along a line tangent to the last described curve a distance of 269.56 ft.; thence (10) N. 64° 18' 51" E. for a distance of 26.40 ft.; thence (11) N. 88° 56' 16" E. along a line 106.50 ft. South of and parallel with the North line of the South one-half of the South one-half of said Govt. Lot 5, a distance of 203.44 ft.; thence (12) N. 59° 34' 48" E. a distance of 27.54 ft.; thence (13) N. 88° 56' 16" E. along a line 93.00 ft. South of and parallel with the said North line a distance of 211.01 ft.; thence (14) S. 16° 58' 46" W. along a line 23.00 ft. Westerly of and parallel with the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May 1970, a distance of 107.70 ft.; thence (15) S. 73° 01' 14" E. a distance of 23.00 ft. to the said Westerly right-of-way line; thence (16) S. 16° 58' 46" W. along the said Westerly right-of-way line a distance of 80.00 ft.; thence (17) N. 73° 01' 14" W. a distance of 23.00 ft.; thence (18) S. 16° 58' 46" W. along a line 23.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 119.13 ft. to a point of curvature of a tangent curve concave to the Northwest; thence (19) Southerly, Southwesterly and Westerly along the arc of said curve, to the right, having a central angle of 86° 33' 20" and a radius of 41.00 ft. for an arc distance of 61.94 ft. to a point of tangency; thence (20) N. 76° 27' 54" W. along a line tangent to the last described curve a distance of 258.12 ft. to a point of curvature of a tangent curve concave to the southeast; thence (21) Westerly, Southwesterly and Southerly along the arc of said curve, to the left, having a central angle of 88° 20' 59" and a radius of 30.00 ft. for an arc distance of 46.26 ft. to a point of tangency; thence (22) S. 15° 11' 07" W. along a line tangent to the last described curve a distance of 35.18 ft. to a point of curvature of a tangent curve concave to the Northwest; thence (23) Southerly and Southwesterly along the arc of said curve, to the right, having a central angle of

47° 02' 45" and a radius of 30.00 ft. for an arc distance of 24.63 ft. to a point of tangency; thence (24) S. 62° 13' 52" W. along a line tangent to the last described curve, 21.00 ft. Southeasterly of and parallel with course #07, a distance of 108.94 ft.; thence (25) S. 88° 10' 31" W., 21.00 ft. South of and parallel with course #06, a distance of 120.10 ft.; thence (26) S. 01° 49' 29" E., 90.00 ft. East of and parallel with course #03, a distance of 306.19 ft.; thence (27) S. 88° 10' 31" W. a distance of 90.00 ft.; thence (28) N. 01° 49' 29" W. a distance of 199.50 ft. to the Point of Beginning, less the following described parcel of land;

Commence at the end point of the above described course #2; thence (29) continue N. 88° 10' 31" E. a distance of 24.00 ft. to the Point of Beginning of this description; thence (30) N. 01° 49' 29" W., 24.00 ft. East of and parallel with course #03, a distance of 180.50 ft.; thence (31) N. 88° 10' 31" E., 24.00 ft. South of and parallel with course #04, a distance of 42.00 ft.; thence (32) S. 01° 49' 29" E., 24.00 ft. West of and parallel with course #05 and #26, a distance of 356.00 ft.; thence (33) S. 88° 10' 31" W., 24.00 ft. North of and parallel with course #27, a distance of 42.00 ft.; thence (34) N. 01° 49' 29" W., 24.00 ft. East of and parallel with course #28, a distance of 175.50 ft. to the Point of Beginning; and also LESS the following described parcel of land:

Commence at the end point of the above described course #17; thence (35) continue N. 73° 01' 14" W. a distance of 24.00 ft. to the Point of Beginning of this description; thence (36) continue N. 73° 01' 14" W. a distance of 19.00 ft.; thence (37) N. 16° 58' 46" E. along a line 66.00 ft. Westerly of and parallel with the said Westerly right-of-way line of State Road No. 5, a distance of 80.00 ft.; thence (38) S. 73° 01' 14" E. a distance of 19.00 ft.; thence (39) N. 16° 58' 46" E., 24.00 ft. Westerly of and parallel with course #14, a distance of 74.64 ft.; thence (40) S. 88° 56' 16" W., 24.00 ft. South of and parallel with course #13, a distance of 171.66 ft.; thence (41) S. 59° 34' 48" W., 24.00 ft. Southeasterly of and parallel with course #12, a distance of 27.54 ft.; thence (42) S. 88° 56' 16" W., 24.00 ft. South of and parallel with course #11, a distance of 209.72 ft.; thence (43) S. 01° 03' 44" E., 24.00 ft. East of and parallel with course #09, a distance of 168.24 ft. to a point of curvature of a tangent curve concave to the Northeast; thence (44) Southerly, Southeasterly and Easterly along the arc of said curve, to the left, having a central angle of 75° 24' 10" and a radius of 15.00 ft. for an arc distance of 19.74 ft. to a point of tangency; thence (45) S. 76° 27' 54" E. along a line tangent to the last described curve, 24.00 ft. Northerly of and parallel with course #20, a distance of 298.56 ft. to a point of curvature of a tangent curve concave to the Northwest; thence (46) Easterly, Northeasterly and Northerly along the arc of said curve, 24.00 ft. inside of and parallel with curve #19, to the left, having a central angle of 86° 33' 20" and a radius of 17.00 ft. for an arc distance of 25.68 ft. to a point of tangency; thence (47) N. 16° 58' 46" E. along a line tangent to the last described curve, 24.00 ft. Westerly of and parallel with course #18, a distance of 119.13 ft. to the Point of Beginning.

An easement for ingress, egress and utility purposes over, across and under a parcel of land in the South one-half of Govt. Lot 5 of Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5, of said Section 6, Town of Pompano, according to the plat thereof, as recorded in Plat Book B, Page 76, Dade County Records, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Govt. Lot 5; thence on

an assumed bearing of N. 01° 49' 29" W. along the West line of said Govt. Lot 5, a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Govt. Lot 5; thence N. 88° 56' 16" E. along the said North line a distance of 984.45 ft. to the Point of Beginning of this description; thence continue N. 88° 56' 16" E. along the said North line a distance of 29.00 ft.; thence S. 16° 58' 46" W., 4.00 ft. Westerly of and parallel with the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May 1970, a distance of 37.00 ft.; thence N. 73° 01' 14" W. a distance of 19.00 ft.; thence S. 16° 58' 46" W. a distance of 67.00 ft.; thence S. 88° 56' 16" W., 93.00 ft. South of and parallel with the said North line a distance of 29.00 ft.; thence N. 01° 03' 44" W. a distance of 45.00 ft.; thence S. 88° 56' 16" W., 48.00 ft. South of and parallel with the said North line a distance of 171.00 ft.; thence N. 01° 03' 44" W. a distance of 24.00 ft.; thence N. 88° 56' 16" E. 24.00 ft. South of and parallel with the said North line a distance of 221.28 ft.; thence N. 01° 03' 44" W. 24.00 ft. to the Point of Beginning.

An easement for ingress, egress and utility purposes over, across and under a parcel of land in the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 6, Township 49 South, Range 43 East, said parcel being more particularly described as follows:

Commence at the Southwest corner of Govt. Lot 5 of said Section 6; thence (01) on an assumed bearing of N. 01° 49' 29" W. along the West line of said Govt. Lot 5 a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Govt. Lot 5; thence (02) N. 88° 56' 16" E. along the said North line a distance of 1,017.66 ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May 1970; thence (03) S. 16° 58' 46" W. along the said Westerly right-of-way line a distance of 293.00 ft.; thence (04) N. 73° 01' 14" W. a distance of 23.00 ft.; thence (05) S. 16° 58' 46" W., 23.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 119.13 ft. to a point of curvature of a tangent curve concave to the Northwest, said point being the Point of Beginning of this description; thence (06) Southerly, Southwesterly and Westerly along the arc of said curve, to the right, having a central angle of 65° 30' 13" and a radius of 41.00 ft. for an arc distance of 46.87 ft. to a point on a non-tangent line; thence (07) S. 16° 58' 46" W. 47.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 158.48 ft.; thence (08) N. 76° 27' 54" W. a distance of 200.16 ft.; thence (09) S. 13° 32' 06" W. a distance of 109.00 ft.; thence (10) S. 76° 27' 54" E. a distance of 24.00 ft.; thence (11) N. 13° 32' 06" E. a distance of 19.00 ft.; thence (12) S. 76° 27' 54" E. a distance of 170.74 ft.; thence (13) S. 16° 58' 46" W. a distance of 19.03 ft.; thence (14) S. 73° 01' 14" E. a distance of 24.00 ft.; thence (15) N. 16° 58' 46" E. 23.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 304.98 ft. to the Point of Beginning, LESS the following described parcel of land:

Commence at the end point of the above described course #07; thence (16) S. 16° 58' 46" W. 47.00 ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 24.04 ft. to the Point of Beginning of this description; thence (17) continue S. 16° 58' 46" W. a distance of 42.08 ft.; thence (18) N. 76° 27' 54" W. a distance of 172.19 ft.; thence (19) N. 13° 32' 06" E. a distance of 42.00 ft.; thence (20) S. 76° 27' 54" E. a distance of 174.72 ft. to the Point of Beginning.

Said land situate within Broward County, Florida.

~~(b) The Developer hereby assigns unto the owners of ISLAND CLUB THREE, a Condominium, the easement held by it for parking and ingress and egress to parking spaces numbered 153 through 160, both inclusive, and 187 and 188, of ISLAND CLUB ONE, a Condominium, as said ISLAND CLUB ONE is described in the Declaration of Condominium, recorded in O. R. Book 4568, Page 638 of the Public Records of Broward County, Florida.~~

2. The fee simple title of each of the owners of individual apartments in ISLAND CLUB THREE, a Condominium, shall be subject to the following easements reserved by the Developer on behalf of itself, its successors or assigns:

(a) An easement for ingress, egress and utility purposes over, across and under a parcel of land in the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 6, Township 49 South, Range 43 East, said parcel being more particularly described as follows:

Commence at the Southwest corner of Govt. Lot 5 of said Section 6; thence on an assumed bearing of N. 01° 49' 29" W. along the West line of said Govt. Lot 5 a distance of 368.29 ft. to the North line of the South one-half of the South one-half of said Govt. Lot 5; thence N. 88° 56' 16" E. along the said North line a distance of 1,017.66 ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May 1970; thence S. 16° 58' 46" W. along the said Westerly right-of-way line a distance of 717.11 ft.; thence N. 73° 01' 14" W. a distance of 23.00 ft. to the Point of Beginning of this description; thence continue N. 73° 01' 14" W. a distance of 24.00 ft.; thence S. 16° 58' 46" W. a distance of 23.05 ft.; thence N. 76° 27' 54" W. a distance of 168.22 ft.; thence N. 13° 32' 06" E. a distance of 23.00 ft.; thence N. 76° 27' 54" W. a distance of 24.00 ft.; thence S. 13° 32' 06" W. a distance of 47.00 ft.; S. 76° 27' 54" E. a distance of 190.77 ft.; thence S. 16° 58' 46" W. a distance of 24.90 ft.; thence S. 73° 01' 14" E. a distance of 24.00 ft.; thence N. 16° 58' 46" E. a distance of 72.00 ft. to the Point of Beginning.

Said land situate within Broward County, Florida.

~~(b) The Developer reserves an easement for parking and ingress and egress thereto on parking spaces numbered 77 through 81, both inclusive of ISLAND CLUB THREE, a Condominium, for the use of parking associated with one of the future developments contemplated by the Developer of lands in the vicinity of ISLAND CLUB THREE.~~

(c) The canals, rivers and waterways surrounding ISLAND CLUB THREE, a Condominium, are or may be subject to certain rights held by the general public to use the same, together with certain rights vested in the United States Government, the State of Florida, and their various agencies. ~~In addition thereto, the Developer hereby reserves the right to utilize said canals, rivers and waterways in behalf of itself and assigns or other lands owned by it, adjacent thereto.~~ The use of said canals, rivers and waterways therefore, must be considered as non-exclusive uses permitted the owners of ISLAND CLUB THREE apartments subject to governmental control of the same.

VI. DEVELOPER'S UNITS AND PRIVILEGES

A. The Developer at the time of the recording of this Declaration of Condominium, is the owner in fee simple of all of the real property and individual condominium units (apartments) together with any appurtenances thereto. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage or lease units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, display signs, employees in the office, use the common elements and to show apartments. Any sales office, signs, fixtures, furniture or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

In the event there are unsold apartments or the Developer re-acquires any apartments, the Developer retains the right to be the owner thereof and to sell, mortgage, lease or rent said apartment units without the necessity of obtaining the approval of the Board of Directors or the owners of ISLAND CLUB THREE, INC., of the proposed purchaser or lessee.

B. The Developer retains the right to elect a majority of the members of the Board of Directors of ISLAND CLUB THREE, INC. until the annual meeting of the owners of ISLAND CLUB THREE, INC. to be held on the 21st day of February, 1974.

C. Up to and including January 31, 1974, the Developer shall only be assessed for assessments on unsold apartments for that part of the common expenses for maintenance and operations of ISLAND CLUB THREE, which are in excess of the sums collected by assessments against the owners of other apartments, including but not limited to the initial advance toward operating expenses of one-half of one per cent made by each purchaser of an apartment in ISLAND CLUB THREE, which shall be first utilized before Developer shall be responsible for advancing any excess costs for maintenance and operations. Commencing February 1, 1974, the Developer shall be assessed for the cost of maintenance and operations of ISLAND CLUBTHREE on any unsold apartments in the same manner as all other owners of individual apartments. At no time shall the Developer be required to pay any assessment to ISLAND CLUB THREE, INC. for rentals due on the fractional undivided 99-year leases assigned to each apartment in ISLAND CLUB THREE. ISLAND CLUB THREE, INC., in turn, shall not be responsible for paying to the Lessor of the recreation center any rentals on unsold apartments still owned by the Developer until such time as said apartments have been sold to individual purchasers of the same.

D. Colonial Mortgage Service Co. or its assigns, shall have the same right as the Developer should it acquire title to any apartment.

E. This Article shall not be subject to amendment.

VII. OWNERSHIP OF CONDOMINIUM PARCELS, MAINTENANCE AND ALTERATIONS

Each condominium parcel or apartment unit shall include the following interests, easements, and appurtenances in the condominium:

A. **REAL PROPERTY:** Each condominium parcel (apartment unit) together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

No condominium parcel may be conveyed, transferred, leased or encumbered unless simultaneously therewith the undivided fractional leasehold interest in the recreation center held by said apartment owner is assigned, subleased or encumbered as an appurtenance thereto and in case of a conveyance or transfer the purchaser or transferee of said condominium parcel has executed an assignment of said leasehold interest and agree to assume the obligations of same.

B. **POSSESSION:** Each apartment unit owner shall be entitled to the exclusive possession of his apartment, and the parking space assigned to that apartment.

C. **BOUNDARIES:** Each apartment unit shall include all of the apartment building within the boundaries which shall be determined in the following manner:

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

1. **Upper and Lower Boundaries:** The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the parametrical boundaries.

(a) **Upper Boundary:** The horizontal plane of the undercoat finished ceiling.

(b) **Lower Boundary:** The horizontal plane of the lower surface of the floor slab. Where the lower surface of the floor slab coincides with the upper boundary of a lower apartment, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower apartment.

2. **Parametrical Boundaries:** The parametrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) **Exterior Building Walls:** The intersecting vertical planes adjacent to and which include the unfinished surface of the interior of the outside walls of the apartment building bounding an apartment and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terrace serving such apartments.

(b) Interior Building Walls: The vertical planes of the center line of walls bounding an apartment extended to intersections with other parametrical boundaries with the following exceptions:

(1) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

D. APPURTENANCES: The ownership of each condominium parcel (apartment unit) shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the rights, title and interest of a unit owner in the condominium property which shall include but not be limited to:

1. Limited Common Elements:

(a) Each apartment building shall be considered as a limited common element for the exclusive use of the owners of apartments located in said building.

(b) Closets: Each apartment owner shall have the exclusive right to use one storage closet having the same number as the apartment he owns.

2. General Common Elements: The right to use in common with the other apartment owners the general common elements which shall be all parts of the condominium not included within an individual apartment or within a limited common element. The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the right, title and interest of an apartment owner in the condominium property. Each apartment unit shall have an undivided share in and to the common areas, facilities and elements of the condominium and shall have an undivided share in the common surplus of the condominium. The undivided share in the common areas, facilities and elements and of the common expenses and common surplus assigned to each apartment is hereinafter set forth as follows:

| Apt. No. | Percentage of Interest in Common Elements and Common Expense | Share of Common Expense | Apt. No. | Percentage of Interest in Common Elements and Common Expense | Share of Common Expense |
|-------------------|--|-------------------------------|-------------------|--|-------------------------------|
| <u>BUILDING B</u> | | | <u>BUILDING C</u> | | |
| 101 | 1/82nd | 1/82nd | 101 | 1/82nd | 1/82nd |
| 102 | 1/82nd | 1/82nd | 102 | 1/82nd | 1/82nd |
| 103 | 1/82nd | 1/82nd | 103 | 1/82nd | 1/82nd |
| 104 | 1/82nd | 1/82nd | 104 | 1/82nd | 1/82nd |
| 107 | 1/82nd | 1/82nd | 105 | 1/82nd | 1/82nd |
| 108 | 1/82nd | 1/82nd | 106 | 1/82nd | 1/82nd |

| | | | | | |
|-----|--------|--------|-----|--------|--------|
| 109 | 1/82nd | 1/82nd | 107 | 1/82nd | 1/82nd |
| 110 | 1/82nd | 1/82nd | 108 | 1/82nd | 1/82nd |
| 201 | 1/82nd | 1/82nd | 109 | 1/82nd | 1/82nd |
| 202 | 1/82nd | 1/82nd | 201 | 1/82nd | 1/82nd |
| 203 | 1/82nd | 1/82nd | 202 | 1/82nd | 1/82nd |
| 204 | 1/82nd | 1/82nd | 203 | 1/82nd | 1/82nd |
| 205 | 1/82nd | 1/82nd | 204 | 1/82nd | 1/82nd |
| 206 | 1/82nd | 1/82nd | 205 | 1/82nd | 1/82nd |
| 207 | 1/82nd | 1/82nd | 206 | 1/82nd | 1/82nd |
| 208 | 1/82nd | 1/82nd | 207 | 1/82nd | 1/82nd |
| 209 | 1/82nd | 1/82nd | 208 | 1/82nd | 1/82nd |
| 210 | 1/82nd | 1/82nd | 209 | 1/82nd | 1/82nd |
| 301 | 1/82nd | 1/82nd | 301 | 1/82nd | 1/82nd |
| 302 | 1/82nd | 1/82nd | 302 | 1/82nd | 1/82nd |
| 303 | 1/82nd | 1/82nd | 303 | 1/82nd | 1/82nd |
| 304 | 1/82nd | 1/82nd | 304 | 1/82nd | 1/82nd |
| 305 | 1/82nd | 1/82nd | 305 | 1/82nd | 1/82nd |
| 306 | 1/82nd | 1/82nd | 306 | 1/82nd | 1/82nd |
| 307 | 1/82nd | 1/82nd | 307 | 1/82nd | 1/82nd |
| 308 | 1/82nd | 1/82nd | 308 | 1/82nd | 1/82nd |
| 309 | 1/82nd | 1/82nd | 309 | 1/82nd | 1/82nd |
| 310 | 1/82nd | 1/82nd | | | |

| <u>Apt. No.</u> | <u>Percentage of Interest in Common Elements and Common Expense</u> | <u>Share of Common Expense</u> | <u>Apt. No.</u> | <u>Percentage of Interest in Common Elements and Common Expense</u> | <u>Share of Common Expense</u> |
|-------------------|---|--------------------------------|-----------------|---|--------------------------------|
| <u>BUILDING D</u> | | | | | |
| 101 | 1/82nd | 1/82nd | 206 | 1/82nd | 1/82nd |
| 102 | 1/82nd | 1/82nd | 207 | 1/82nd | 1/82nd |
| 103 | 1/82nd | 1/82nd | 208 | 1/82nd | 1/82nd |
| 104 | 1/82nd | 1/82nd | 209 | 1/82nd | 1/82nd |
| 105 | 1/82nd | 1/82nd | 301 | 1/82nd | 1/82nd |
| 106 | 1/82nd | 1/82nd | 302 | 1/82nd | 1/82nd |
| 107 | 1/82nd | 1/82nd | 303 | 1/82nd | 1/82nd |
| 108 | 1/82nd | 1/82nd | 304 | 1/82nd | 1/82nd |
| 109 | 1/82nd | 1/82nd | 305 | 1/82nd | 1/82nd |
| 201 | 1/82nd | 1/82nd | 306 | 1/82nd | 1/82nd |
| 202 | 1/82nd | 1/82nd | 307 | 1/82nd | 1/82nd |
| 203 | 1/82nd | 1/82nd | 308 | 1/82nd | 1/82nd |
| 204 | 1/82nd | 1/82nd | 309 | <u>1/82nd</u> | <u>1/82nd</u> |
| 205 | 1/82nd | 1/82nd | | 100% | 100% |

In the event of the termination of the condominium, each owner's interest in the condominium property shall be in the percentage set forth above relating to said owner's interest in the common elements.

E. VOTING: Each apartment unit shall be entitled to one vote in the affairs of the condominium.

F. EASEMENT TO AIR SPACE: The appurtenances shall include an easement for the use of the air space occupied by the apartment unit as it exists at any particular time and as

the apartment may 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.

G. **CROSS EASEMENTS:** The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

1. **Ingress and Egress:** Easements through the common areas for ingress and egress.
2. **Maintenance, Repair and Replacement:** Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.
3. **Support:** Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.
4. **Utilities:** Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements, provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the owner of the apartment unit.

H. **MAINTENANCE:** The responsibility for the maintenance of an apartment shall be as follows:

1. **By the Association:** The Association shall ~~maintain~~, repair and replace at the Association's expense:

(a) All portions of any apartment, except interior wall surfaces not contributing to the support of the apartment building, which portions shall include but not be limited to the roof, outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

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

(d) Repair interior plumbing leaks associated with the main water line (vertical stack to all apartments) and the main air conditioner condensate drain line (vertical pipe from all apartments) inside the walls. The association is responsible for opening up interior walls

to gain pipe access, replace disturbed portions of the walls, but wall finishes is up to the owner as stated in part 2.

(e) Any mold remediation shall be done in accordance with Chapter 718 Florida Statutes.

(f) Replacement of main entry doors and secondary doors.

2. **By the Apartment Owner:** The responsibility of the individual apartment owner shall be as follows:

(a) To maintain, repair and replace at his Owners expense all portions of the apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the written consent of the Board of Directors of the Association.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

(d) Electrical: All interior wiring, receptacles, fixtures, etc. including circuit breaker panel.

(e) Remove any bookcases and other objects attached to the walls to allow access for making repairs. Complete interior wall finishes (paint or any other coverings) disturbed by the Association to repair leaks. Remove and replace or reinstall any mirrors.

(f) Maintain the proper working condition of the air conditioner and its associated components, periodic flushing of the condensate /drain lines (to prevent back-up), cleaning duct work, vents and replacing filters.

(g) Interior water piping repairs from the main vertical stack leading to appliances, sinks, toilets, bathtub/shower drains, leaks from water heaters, etc.

(h) Maintaining interior room temperatures between 78 and 79 degrees when apartments are unoccupied for any period of time to avoid mold and mildew from forming. Remediation of mold and mildew is owner's responsibility.

(i) Windows, screens and storm doors. Installing new or replacement storm shutters over windows is not permitted. Only impact windows with white frames are permitted. Board approval is required prior to installing new impact windows.

(j) Front and side doors, window exteriors and window shutters, if any, shall be kept clean at all times by the Owner.

I. ALTERATION AND IMPROVEMENT: No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining unanimous approval of all owners of other apartments in the same building, and the approval of the Board of Directors of the Association.

J. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence.

K. AUTOMOBILE PARKING SPACE: The location and dimensions of automobile parking spaces are as more particularly described upon the plan on file with the City of Pompano which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space was shall be assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for one automobile. The initial assignment of each parking space was shall be made by the Developer. Subsequent assignments may be made by each apartment owner, or by operation of law, to any other apartment owner in an exchange of spaces or the sale or transfer of an apartment, provided an apartment always has an assigned parking space. Every assignment and re-assignment of a parking space shall be evidenced by a Certificate issued by the Association, and such Certificate shall be transferable only upon the books and records of the Association, and not upon the Public Records of Broward County.

L. BOAT DOCKS:

1. The responsibility of dock owners be as follows:

(a) The owners of said docks shall be responsible for paying for the maintenance and repair of said docks and for keeping the same in a safe and sanitary condition. Said owners shall also be responsible for providing their own public liability insurance, insuring said owners and all other owners in ISLAND CLUB THREE against the risks normally covered by said liability insurance, with the limits of \$300,000 personal injury, and \$10,000 property damage. A certificate of insurance showing that such a policy has been validly issued and the premiums paid for by said owner covering both the owner and the other owners in ISLAND CLUB THREE shall be deposited with the Board of Directors of ISLAND CLUB THREE and renewed from year to year.

(b) The owners of said docks shall pay to ISLAND CLUB THREE an annual charge for the use of said docks. Said charge shall be for the purpose of defraying the costs of furnishing said docks with electric service, water service and proportionate share of insurance and taxes allocable to said docks as are paid by ISLAND CLUB THREE. Said charge shall be reasonable and shall not include any charge for maintenance or depreciation, which is the responsibility of the owners of said docks. Said assessment shall be paid like all other special assessments, and is enforceable as such by ISLAND CLUB THREE.

(c) Docks may be owned or used only by owners of apartments in ISLAND CLUB THREE.

(d) In the event that the owners of any dock space should fail to maintain and repair the dock space owned by him, ISLAND CLUB THREE, shall have the right to maintain the same or make said repairs, and to charge the same to said owner as a special assessment, as authorized under Article IX, Section C of the Declaration of Condominiums, which shall be payable solely by the owner of said dock space. If said assessment is not paid within the times provided therein, ISLAND CLUB THREE, shall have the right to invoke all of the penalties or rights accorded it under Article VIII of the Declaration of Condominiums.

(e) The owner of a dock shall be responsible for keeping their dock area in a clean and sanitary condition at all times.

VIII. ASSESSMENTS

The assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

A. SHARE OF COMMON EXPENSE AND RENTALS DUE FOR RECREATION CENTER:

1. The expense for the operation and maintenance of the common elements (including both the general common elements and the limited common elements) which are a part of ISLAND CLUB THREE, a Condominium, shall be payable by each apartment owner as provided for in Article VII., D. 2. of this Declaration, except as provided in subparagraph D. of this Article VIII. Each apartment owner shall be liable for their share of the cost of maintenance, operations, taxes, insurance, repairs and replacements of the recreation center. ~~as provided for in Paragraph 33, of the individual undivided leases assigned to each apartment owner, a copy of which lease is attached hereto, marked Exhibit F, except as provided in subparagraph D. of this Article VIII.~~

2. ~~Each apartment shall be responsible for paying its share of the rental due on the 99-year fractional undivided leasehold interest held by each apartment owner to ISLAND CLUB THREE, INC. in the amount of \$49.00 per month. Said rentals, in turn, shall be paid by ISLAND CLUB THREE, INC. to Pompano Beach Bank and Trust Co., Pompano Beach, Florida as Trustee, the Lessor of said recreation center. In the event that the rentals payable under said leases to the individual owners of said leased recreation center are increased by reason of any increase in the cost of living, the rentals payable by the owners of each apartment shall be proportionately increased.~~

B. ACCOUNTS: All sums collected from assessments shall be held in trust for the apartment owners and shall be credited to the apartment owner's account from which shall be paid the expenses for which the respective assessments are made.

C. ASSESSMENTS FOR RECURRING EXPENSES: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves, less the unused fund balance credited to such account. Assessments shall be made for the calendar year annually in advance on

December first preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Upon default by any unit owner in the payment of any such monthly installment within thirty (30) days after the due date thereof, then the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of such monthly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. ASSESSMENTS: Liability for payment in the event of foreclosure. In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or assigns, shall not be liable for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment which become due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the apartment owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and no way restrictive of the additional exemptions granted herein to mortgagees under the provisions of Article XIV hereof. Said mortgagee shall be responsible for paying its regular share of any maintenance ~~(but not including any recreational rental)~~ to ISLAND CLUB THREE, INC. from the date it acquires the title to said apartment either through a foreclosure sale or by a deed of conveyance in lieu of foreclosure; provided, however, in the event an institutional mortgagee acquires the title to any condominium parcel (apartment unit) by foreclosure or by deed, in lieu of foreclosure, its share of the maintenance of the recreational area for any apartment owned by it in ISLAND CLUB THREE, a Condominium, shall be either 1/82nd of said maintenance, or such fractional share of the cost of said maintenance, the numerator of which fraction shall be one (1) and the denominator of which shall be the total number of apartments to which similar leases have been executed and assigned to the owners of apartments in ISLAND CLUB THREE, a Condominium, and the owners or occupants of other apartments in the overall Island Club development from time to time, whichever is the lessor of the two.

E. ASSESSMENTS FOR EMERGENCIES: Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective; and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors may require.

F. ASSESSMENT FOR LIENS: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or

any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to the common areas.

G. ASSESSMENT ROLL: The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection by apartment owners at all reasonable times. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment roll by the Treasurer or Assistant Treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

H. LIABILITY FOR ASSESSMENTS: The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefore. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

I. LIEN FOR ASSESSMENTS: The unpaid portion of an assessment which is due, including payments accelerated pursuant to the preceding Paragraph C. hereof, shall be secured by a lien upon:

1. The apartment and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive by virtue of the recordation.

2. All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

J. COLLECTIONS:

1. Interest, application of payments, assessments and installments paid on or before ~~ten (10) fifteen (15)~~ days after due date shall bear interest at the highest legal rate from due date until paid. The Association may charge a late fee of ~~\$10.00~~ \$25.00 per month or highest amount allowed by Chapter 718 Florida Statutes on any assessment which remains unpaid more than ~~fifteen days~~ ten days after the date on which it is due. All payments on account shall be applied first to interest, if accrued, and then to any late fees, if applicable, and then to the assessment payment first due.

2. Suit: The Association may enforce collection of any delinquent assessment by suit at law for the purpose of securing money judgments without in any way

waiving any lien which secures the same and in such suit the Association may recover, in addition to any assessments due it, interest thereon at the highest legal rate, any applicable late charges, and any and all costs incurred in connection with such suit, and a reasonable attorney's fee.

3. In addition to any other remedies available to the Association, the Association may foreclose its lien for delinquent assessments in a suit brought in the name of the Association in like manner as the foreclosure of a mortgage on real property. In any such foreclosure, the owner shall be required to pay a reasonable rental for the condominium parcel (apartment unit) which rental is hereby declared to be equal to the monthly assessments normally chargeable against said owner, including any assessment for general or limited common expense assessed against said owner. The Association in such foreclosure shall be entitled to the appointment of a receiver to collect said rental for the Association. In addition thereto, the Association shall be entitled to recover in said foreclosure any costs incurred by it in connection therewith and a reasonable attorney's fee. The Association may bid on the condominium parcel (apartment unit) at said foreclosure sale and thereafter may acquire, hold, lease, mortgage or convey the same.

IX. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of apartments required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

A. ISLAND CLUB THREE, INC., the Association, has been incorporated under the name of ISLAND CLUB THREE, INC., as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, a copy of which is attached hereto. Any other form of organization for the Association may be substituted upon the unanimous approval of the members.

B. Amended and Restated The Bylaws of the Association are attached hereto. and shall remain in effect until such Bylaws are amended as therein provided.

C. The duties and powers of the Association shall be those set forth in the condominium documents together with those powers and duties which are reasonably implied to affect the purposes of the Association and condominium. Such powers and duties shall be carried out in a manner set forth in the condominium documents.

D. Notice for a special meeting may be given by the Association to apartment owners and by apartment owners to the Association in the manner provided for notice to members by the Bylaws of the Association.

E. Trust. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the apartment owners and for the purposes therein stated.

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

1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association through an agent licensed in the State of Florida, and shall be issued by an insurance company authorized to do business in Florida.

~~(b) Approval. The insurance agency and insurance company shall be subject to approval by the Atlantic Federal Savings and Loan Association of Broward County, Florida, whenever that institution is listed in the roster of mortgagees; and if such institution is not listed in this roster, then by the bank, savings and loan association or insurance company which, according to such roster, at the time for approval is the owner and holder of the oldest unsatisfied mortgage upon an apartment in the condominium held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.~~

~~(c) Named Insured. The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagees of apartments which are listed in the roster of mortgagees, and shall include the Lessor under the individual undivided 99-year leases. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal liability and living expense.~~

(d) Copies to Mortgagees. Upon request, a ~~One~~ copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten (10) days prior to the expiration of expiring policies.

2. Coverage:

(a) Casually. 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 annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

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

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

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

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

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Within (5) days ~~Not less than ten (10) days~~ prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees upon their request.

4. ~~Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, and the Lessor under the individual undivided 99-year leases as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to Pompano Beach Bank and Trust Company, Pompano Beach, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees and the Lessor under the individual undivided 99-year losses as their interests may appear in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:~~

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

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

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

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

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

~~(d) — Rights of the Lessor Under the Individual Undivided 99-year Leases. The interest in insurance proceeds of all owners shall be subject to a lien in favor of the Lessor under the individual undivided 99-year leases; provided, however, that said Lessor under the individual undivided 99-year leases shall not have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, or to have applied against rentals due it any of the proceeds of said insurance except in the event of a termination of this condominium, as hereinafter provided. If the insurance proceeds are to be utilized for repair or reconstruction, then and in that event the Lessor under the individual undivided 99-year leases shall have no rights or lien against said insurance proceeds.~~

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

~~(a) — Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefore.~~

(b) Reconstruction and Repair. The remaining proceeds of any insurance policy shall be utilized to defray the cost of reconstructing or repairing any damage. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them.

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

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

7. Benefit of Mortgagees. Certain provisions in this Paragraph F. entitled "Insurance", are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

G. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

1. Reconstruction or Repair Required. In the event of any casualty to the common elements or to the individual apartment units, the same shall be repaired or reconstructed, as the case may be, by the Association or the individual apartment owner.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building on file with the City of Pompano, ~~portions of which are attached hereto as exhibits~~; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

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

4. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

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

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

~~(a) — Association. If the total of assessments made by the Association in order to provide funds for payment of costs 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 Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.~~

~~(b) — Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from~~

collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) ~~Association—Lessor Damage.~~ If the amount of the estimated costs 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 Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) ~~Association—Major Damage.~~ If the amount of the estimated cost 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.

(3) ~~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 Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) ~~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 ~~_____~~ [illegible] of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall be made payable to any mortgagee.

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

H. TAXES AND SPECIAL ASSESSMENTS.

1. Anticipated taxes. It is anticipated that taxes and special assessments upon the apartments and common facilities will be assessed by the taxing authorities to the apartment owners.

2. Other assessments. Any taxes and special assessments upon the condominium property, which are not assessed against the apartment owners, shall be included in the budget of the Association as recurring expenses and shall be assessed against the apartment owners as a common expense.

3. Return for taxation. The Association shall make a return of all apartments for taxation in the name of the respective owners. Such return shall show each apartment owner's share in the apartment building as being the share which the apartment owner owns in the common facilities which are appurtenant to the apartments in the building.

X. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences: The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances: No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No pet will be allowed to be kept or maintained on the premises by any owner.

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

D. Leasing: Entire apartments may be rented provided the occupancy is only by the Lessee and his family. All leases must be approved by the Association in the manner hereinafter provided. No rooms may be rented and no transient tenants accommodated.

All leases must be in writing. Should an apartment owner wish to lease his Unit, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Occupants, and such other information as the Association may reasonably require. Any person occupying the Unit after initial approval shall be subject to a

separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants. The Association shall give the Unit Owner written notice of its decision within said period.

1. No apartment may be leased or rented for a period of less than three (3) months.

2. No apartment may be leased or rented more than once in any twelve (12) month period.

3. Within the exception of the Association acquiring title as a result of foreclosure, Leasing a unit shall be prohibited during the two (2) year period subsequent to the acquisition of title to the apartment. Thereafter, all leases (approved as required elsewhere herein) shall have a minimum term of three (3) months. Renewals and/or extensions of leases must be approved by the Board of Directors. If at the time of transfer of any interest in title a Unit is already leased pursuant to a lease agreement entered into by the previous Unit Owner, the aforementioned two (2) year period during which the apartment may not be leased shall commence at the expiration of the current term of the existing lease.

4. Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease.

5. No more than 20% of the apartments may be leased at any given time.

E. Regulations: Regulations concerning the use of the condominium property have been adopted and have been amended from time to time by the Board of Directors of the Association. The Board of Directors has the authority to promulgate, adopt, amend and repeal Rules and Regulations regarding the use of the condominium property, administration of the association and otherwise to advance association objectives. Notice of any meeting of the Board to adopt rules regarding use of the units shall be furnished to all members at least fourteen (14) days in advance or as otherwise required by law. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances: In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by an owner ~~other than the Developer~~ shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land:

1. Sale or lease. No apartment owner may dispose of an apartment or any interest therein by sale or by lease without approval of the Association. ~~except to another apartment owner. If the purchaser or lessee is a corporation one of the officers of said corporation shall be responsible for designating who shall be allowed to occupy said apartment.~~ No apartment may be sold or leased to a corporation, LLC or other business entity. Only one apartment is allowed to be owned by an individual in ISLAND CLUB THREE. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease or other transfer of his apartment, or any interest therein, shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require. The Association shall have the authority to levy a transfer charge to cover the reasonable expenses incurred in screening an application for sale, lease or other transfer in accordance with this Article of the Declaration.

(b) Election by Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association shall be delivered to the purchaser. In the event that the Association does not furnish a purchaser approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event the seller shall be free to sell his apartment to the proposed purchaser, and the Association shall provide the purchaser of said sale with an approval in recordable form.

(c) Disapproval for Good Cause. Disapproval of title transfers pursuant to this Article X, shall be made by the Board of Directors. The following may be deemed to constitute good cause for disapproval:

(1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents;

(2) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:

a. a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or

b. a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

c. a felony involving illegal drugs within the past ten (10) years; or

d. any other felony in the past five (5) years; or

e. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

(3) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

(4) The person seeking approval is currently on probation or community control.

(5) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

(6) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a tenant, occupant, guest or Owner;

(7) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(8) Assessments, fines and/or other debts to the Association remain outstanding.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

(d) In the event of the death of the owner of an apartment, his heirs, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association may approve or deny an applicant. The Association ~~and will not provide a buyer. must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee, or grantee or the personal representative of the estate at the then market value of the apartment.~~ In the event that the Association does not furnish a purchaser approved by the Association who will purchase said apartment from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the apartment within thirty (30) days after receipt of such notice, then and in that event the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said apartment. Heirs, devisee, or the grantee or the personal representative of the estate as stated herein, shall be screened and either approved or denied by the Board of Directors in accordance with the Island Club Three policies as stated in the Declaration of Condominium.

~~(e) No sale or conveyance of an apartment by an owner may be made without a simultaneous assignment thereto to the purchaser of the owner's undivided fractional 99-year leasehold interest in and to the recreation center which the buyer must assume in writing and agree to abide by in accordance with the terms of said lease.~~

(f) Resident children growing into adulthood, 18 years and older, shall be responsible for following the condominium Rules and Regulations. The Board of Directors has the option to request a meeting with the young adult(s) along with their parents present, for the purpose of reviewing the Island Club Three. Rules and Regulations with the attendees.

2. ~~Mortgage. No apartment owner may mortgage his apartment or any interest therein without the approval of the Association except to a bank, life insurance company, employee's pension fund, federal or state chartered savings and loan association, real estate investment trust, or the Developer as defined in Article III, M.~~

3. Liens:

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of Lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

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

(d) Failure to comply with this section concerning liens will not affect the validity of any Judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of an institutional first mortgage ~~or by the foreclosure of the lien for rental held by the Lessor of the 99-year leases against any apartment, no judicial sale of any apartment or any interest therein shall be valid unless:~~

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of an apartment owner become subject to an institutional first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner or of such interest, through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said interest in said apartment without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from an institutional mortgagee shall be bound by the terms and conditions of this Article X.

~~(d) Should the Lessor under the individual undivided 99-year leases or its assigns, become the owner of the interest held by an apartment owner by virtue of the foreclosure of its lien for delinquent rent, then in that event said Lessor under the individual undivided 99-year leases, or its assigns, shall have the unqualified right to sell, lease or otherwise dispose of said interest, and the transfer of the fee owner of said apartment may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction~~

~~whatsoever; provided, however, any subsequent transferee from said Lessor under the individual undivided 99-year leases shall be bound by the terms and conditions of Article X.~~

5. 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.

6. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) 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 or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and attorneys' fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No waiver of rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

G. Parking: Automobile parking spaces shall be used solely and exclusively for that purpose. No trucks, commercial vehicles, vans, buses, open-bed vehicles, motorcycles, mopeds, campers, recreational vehicles, mobile homes, motor homes, boats or trailers, storage pods of any kind shall be permitted to be parked or stored at any time on any portion of the condominium property, Common Elements, property maintained by the Association or property owned by the Association (hereinafter referred to as "The Property"). Parking is permitted only in paved areas specifically designated and marked for parking, and parking in any other area is prohibited. Vehicles shall be parked "head-in" only. Vehicles parked in any prohibited area and vehicles not parked "head-in" shall be deemed illegally parked. Vehicle maintenance or repairing vehicles anywhere on The Property is prohibited. Stored vehicles, vehicles with expired tags or no tags, vehicles not owned by or registered to an owner or properly approved tenant, and vehicles that cannot operate under their own power are prohibited. Residents must park their vehicles only in their assigned parking spaces. A resident's vehicle parked anywhere other than its assigned parking space shall be deemed illegally parked; provided, however, that residents with more than one vehicle may park such excess vehicles in a parking space leased to them by the Association,

if available. Guests must park their vehicles only in the guest parking spaces. Only the north parking lot is available for overnight guest parking. Parking any vehicle overnight in any other guest space is prohibited. Any guest vehicle parked anywhere other than a guest parking space shall be deemed illegally parked. No vehicle shall protrude onto or in any manner block or interfere with access to the vehicular easement areas or another parking space and any vehicle so protruding, blocking or interfering shall be deemed illegally parked. Any and all vehicles that are illegally parked and prohibited vehicles shall be towed or booted at the owner's expense without notice. This provision applies to all owners, occupants, tenants and guests. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees. This provision shall not apply to the temporary (less than 12 hours) parking of commercial vehicles used to furnish commercial services or deliveries to The Property and apartment owners; provided, however, that such commercial vehicles must park only in the specific areas designated for such purpose. The following definitions shall apply for purposes of this section:

"Truck" means all vehicles of every kind, including pick-up trucks regardless of rated weight-carrying capacity, which are manufactured, designed, marketed or used for transporting goods of any nature. "Truck" shall include any vehicle designated as a truck by the manufacturer. "Truck" shall exclude certain passenger Sport Utility Vehicles such as: Chevrolet Blazer, Ford Explorer, Toyota 4Runner, and other vehicles of similar design.

"Van" means step-vans of any size or weight, panel trucks or vans of any size or weight and any vehicle designated as a van by the manufacturer. "Van" shall include vehicles without side or rear windows, or rear passenger seats. "Van" shall also include vehicles exceeding the height, width or length of standard passenger automobiles by more than five percent (5%). "Van" shall exclude passenger minivans such as: ~~Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Windstar, Toyota Previa~~, and all other vehicles of similar design, but shall include such vehicles with elongated, extra long or longer than standard bodies, lengths or widths, or such vehicles with extra high or higher than standard bodies.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows.

"Bus" means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus; for transport of greater number of passengers or goods than for which automobiles are customarily manufactured, designed, marketed or used, but excluding vehicles manufactured, designed or marketed as passenger minivans excluded from the definition of "Van".

"Open-Bed Vehicle" means all vehicles of any kind whatsoever, including, but not limited to, flatbeds, which have exterior unenclosed areas, no matter what the size, which unenclosed areas are manufactured, designed, marketed or used for storage, placement or transportation of goods or any other types of objects, except those vehicles otherwise permitted under any other vehicle definition contained within this provision.

"Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of providing temporary living quarters or storage of personal property or equipment for camping, recreation or travel.

"Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

"Motor Home" means any vehicles which are self-propelled and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall also be considered motor homes.

"Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

"Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

A particular vehicle may be included in more than one category or definition. A vehicle excluded or permitted under one category or definition may still be prohibited under another category or definition.

H. Guests/Occupants:

1. Guests/Occupants Deemed Tenants. Any person occupying a unit for more than thirty (30) days shall be deemed a ~~tenant~~, resident whether or not any consideration is being exchanged for the use of the unit and must be screened in accordance with the provisions of this Article. Failure to comply with said Article shall result in automatic disapproval, pursuant to the provisions of this Declaration, and the Association shall be entitled to evict such guest/tenant, or bring any other legal or equitable action to have such guest/tenant removed from the condominium property, as the agent of the unit owner, and to recover from the unit owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action by individual assessment against the unit which may be collected in the same manner as any other assessment for common expenses. The remedies provided for herein shall be in addition to any other remedy the Association may have against the owner or guest/tenant.

2. Notice. Any owner desiring to have guests occupy his unit shall, at least seven (7) days prior to the arrival of such guests, provide notice to the Association of the names, addresses, length of stay, relationship to owner and vehicle identification (including make, model and tag number) of such guests. ~~Such notice shall be upon the forms supplied by the Association.~~ Failure to provide such notice shall entitle the Association to evict such guests, or bring any other legal or equitable action to remove such guests from the condominium property, as the agent of the unit owner, and to recover from the unit owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with

such eviction or other legal or equitable action, and/or to prohibit such guests from utilizing any of the recreational facilities. These remedies shall be in addition to any other remedy the Association may have against the owner or the guests.

I. In addition to the remedies available elsewhere in the Condominium Documents, the Association may levy fines against a unit for the failure of the owner of the unit or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, all as same may be amended from time to time. The procedure for levying fines is as follows:

1. The Board of Directors may issue a citation in case of any violations and/or infractions of \$100 per occurrence. shall appoint a Covenant Enforcement Committee (hereinafter Committee) which shall have authority to determine whether a fine should be levied for a violation of any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association, or the Condominium Act.
2. In the event the Board believes a violation has occurred or is occurring, it may thereupon provide written notice to the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, of the opportunity for a hearing before the Committee. The notice shall also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.
3. The Committee shall hold a hearing upon the request of the unit owner. The Committee shall hear any defense to the charges of the Board, including any witnesses that the alleged violator, the unit owner, or the Board may produce.
4. If a hearing is requested, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. Failure of the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed the violator, if that person is not the owner, to attend the hearing shall be deemed an admission of the violation. If the Committee determines there is not sufficient evidence of a violation, the matter shall be ended and no fine shall be levied. If the Committee determines that there is sufficient evidence of a violation, the Committee shall forward its findings, conclusions and recommendations to the Board of Directors. Based upon such Committee findings, conclusions and recommendations, the Board of Directors may levy a fine for each violation in the amount provided herein. In the event the Board of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the unit owner, if the violator is not the unit owner, advising the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The unit owner shall be jointly and severally liable with the violator for payment of all fines.

5. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

6. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the various condominium documents, Association Rules or the Condominium Act, and all rights and remedies of the Association shall be cumulative.

7. The Association shall be entitled to recover all attorney's fees and costs incurred in any action to collect a duly-levied fine regardless of whether fees or costs are incurred pre-litigation, trial or on appeal.

XI. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by seventy-five (75%) per cent of the Board of Directors and by not less than fifty-one (51%) per cent of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the voting rights of any of the owners of the condominium, any of which shall require the approval of one hundred (100%) per cent of the owners.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and Bylaws. The Articles of Incorporation and the Bylaws of the Association and the Rules and Regulations of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

D. ~~Developer's Additional Rights.~~ Irrespective of anything else herein contained, no amendment may be made to this Declaration of Condominium or to any of the Exhibits attached hereto, without the written consent of the Developer, so long as it retains the ownership of any condominium parcel (apartment unit), provided, however, that the right to acquire said written consent of the Developer shall cease on a date three (3) years from the date of recording this Declaration of Condominium.

~~The Developer reserves the right at any time prior to the recording thereof, to make amendments to the proposed Declaration of Condominium and Exhibits attached thereto of ISLAND CLUB THREE INC, a Condominium, so long as said amendments do not affect the percentage of ownership in the general common elements, assessments, voting rights, location or size of any apartment, as to any apartment previously sold to any purchaser prior to the time of said amendment. No such amendment shall be effective, however, as to any apartment unit encumbered by a lien of any permitted mortgage until the written consent of said mortgagee has been obtained and filed of record.~~

~~No amendments may be made to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, Warranty Deeds, the 99-year Leases, or the Assignments of the 99-year Leases, which affect the leasehold rights of the owners of the recreational leasehold center without their written consent.~~

XII. ISLAND CLUB RECREATION CENTER, INC.

~~The Pompano Beach Bank and Trust Company, Pompano Beach, Florida, as Trustee is the owner of the fee simple title together with the improvements located thereon of a recreation center located upon lands which are not a part of the lands described in ISLAND CLUB THREE. The improvements located upon said recreation center have been constructed from independent funds having no relationship to any moneys received from the sale of apartments in ISLAND CLUB THREE.~~

~~Said recreation center shall be operated by a non-profit corporation known as ISLAND CLUB RECREATION CENTER, INC. for the use and benefit of the owners of individual apartments in ISLAND CLUB THREE and the owners or occupants of other individual apartments to be constructed by the Developer or its successors or assigns upon adjacent lands owned by the Developer. The maximum number of individual leases which may be issued by the owners of said recreation center shall be five hundred three (503).~~

~~At the time of purchase of his or her apartment, each purchaser of an apartment in ISLAND CLUB THREE, or the purchaser or occupant of other apartments in other buildings to be developed by the Developer shall be assigned an undivided fractional 99-year leasehold interest in and to the said recreation center which shall entitle said Lessee to utilize the facilities of said center upon paying the rentals called for in said leases and upon paying their fractional share of the cost of taxes, insurance, maintenance and operations of said center. The right to utilize said center shall also be subject to the Rules and Regulations adopted by the non-profit corporation, ISLAND CLUB RECREATION CENTER, INC., which corporation will operate said recreation center for the use and benefit of all lessees.~~

~~It shall be the obligation of each owner of an apartment in ISLAND CLUB THREE, a Condominium, to pay a monthly rental for the use of said recreation center of \$49.00 per month to ISLAND CLUB THREE, INC. ISLAND CLUB THREE, INC., in turn, shall, as the agent of said owners, remit said sums to the Pompano Beach Bank and Trust Company, Pompano Beach, Florida, as Trustee. Said rentals payable by each owner are subject to increases in the case of any increase in the cost of living index as fully set forth in said leases.~~

ISLAND CLUB RECREATION CENTER, INC., as a non-profit corporation which will operate said recreation center for the use and benefit of all owners, shall prepare an annual budget designed to set forth all of the expenditures necessary by said corporation for taxes, insurance, operations, maintenance, repairs, and replacements and shall transmit a copy of the same to the Board of Directors of ISLAND CLUB THREE, INC., on or before December 1st of each and every calendar year. Each owner of an apartment in ISLAND CLUB THREE shall be responsible for paying a fractional share of the amount of said assessment levied by ISLAND CLUB RECREATION CENTER, INC. The numerator of said fractional share shall be one (1), and the denominator of which shall be the total number of apartments, not to exceed 503 with respect to which similar leases have been executed and assigned to the owners of apartments in ISLAND CLUB THREE, a Condominium, and the owners or occupants of other apartments in the overall ISLAND CLUB Development from time to time. Again, the amount of said assessment shall be payable monthly by each owner to ISLAND CLUB THREE, INC., which corporation in turn, as agent of said owner, shall transmit said sums monthly to ISLAND CLUB RECREATION CENTER, INC.

For full details concerning the terms and conditions of the individual fractional undivided leasehold interests which are to be assigned to the owner of each apartment in ISLAND CLUB THREE are included in see Exhibit F which is attached to this Declaration and made a part hereof.

XIII. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the apartment owners and all mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

B. Shares of Ownership After Termination. ~~After termination of the condominium, the apartment owners shall own the condominium property as tenants in common in undivided shares, and their mortgagees, lienees, and the Lessor of the 99-year lease upon which the condominium has been constructed shall have mortgages and liens upon the respective shares of the apartment owners; provided, however in this instance the lien of said Lessor shall be inferior and subordinate to the lien of any institutional mortgagee.~~

XIV. ADDITIONAL RIGHTS OF MORTGAGEES

As provided in Article VI hereof, the Association is obligated to perform all obligations of the Lessee in the Lease described in said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on an apartment unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals arising from said Lease. The foregoing immunity and waiver of obligations to the mortgagees shall apply to all obligations arising from the Lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale of such unit by said mortgagee owner. Nothing herein contained shall require the Association or owners of any other apartment units to pay to the Lessor any portion of the obligations under the Lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above. The rights herein accorded an institutional mortgagee shall not include the extinguishment of the lien held by Pompano Beach Bank and Trust Company, Pompano Beach, Florida, as Trustee, and the subordination of its lien shall be considered as confined to the abatement of rentals as herein provided. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

a. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

b. One percent, or higher if allowed by Chapter 718 Florida Statutes, of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto and every apartment owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XVI. SWIMMING POOL - ISLAND CLUB TWO

The Developer has, at its expense, constructed a swimming pool and appurtenances thereto on the real property which is a part of ISLAND CLUB TWO, a Condominium. The

owners of apartments in ISLAND CLUB TWO, a Condominium, and the owners of apartments in ISLAND CLUB THREE INC., a Condominium shall have the right to use said pool subject to observing the same rules and regulations established for the owners of apartments in ISLAND CLUB TWO, a Condominium, and for ISLAND CLUB THREE INC., a Condominium.

The maintenance of said pool shall be assessed against and paid by the owners of apartments in ISLAND CLUB TWO, a Condominium, and ISLAND CLUB THREE, a Condominium, based upon the following formula: 158/240th shall be paid by the owners of ISLAND CLUB TWO. 82/240ths shall be paid by the owners of ISLAND CLUB THREE, a Condominium.

Each owner of an apartment in ISLAND CLUB THREE, a Condominium, shall still be entitled to utilize the pool. ~~recreational leasehold area pursuant to the terms of the recreational lease labelled Exhibit F attached hereto and made a part hereof which lease will be assigned by the Developer to each owner of an apartment in ISLAND CLUB THREE, a Condominium, at closing. The construction of said swimming pool by the Developer on the real property which is a part of ISLAND CLUB TWO, a Condominium, and the permitted use of the same by the owners of apartments in ISLAND CLUB THREE, a Condominium, shall not in any way be considered as modifying the leases to the recreational leasehold area which will be assigned to the owners of apartments in ISLAND CLUB THREE, a Condominium, and the same shall be considered as binding upon each of the owners of apartments in ISLAND CLUB THREE, a Condominium.~~

XVII. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

XVIII.

~~The Association shall have the right and the power to acquire the leasehold, lands and facilities referred to in Article XII of this Declaration, upon such terms and conditions as may be agreed to by and between the Association and the Lessor pursuant to said lease and assignments thereof. The Association is specifically empowered to enter into, and to consummate the transactions contemplated by, that certain Settlement Agreement and Agreement of Purchase and Sale dated October 25, 1983, between the Florida Coast Bank as Seller, and the Association and others as Purchaser.~~

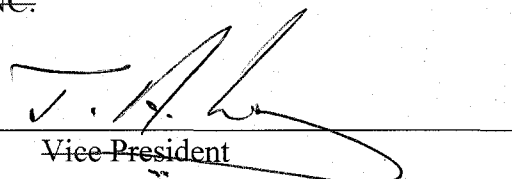
IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration, this 2nd day of February, 2017, and caused its seal to be affixed.

ISLAND CLUB THREE INC. OF POMPANO BEACH, INC.

Witnesses:



By



Vice President

Judith A. Rios

Attest J. M. A. A.
Secretary

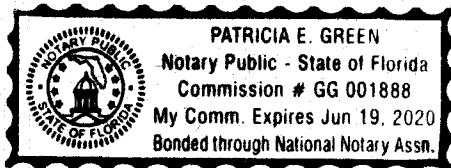
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day in the next above named state and county, before me, an officer duly authorized and acting, personally appeared John Laurie and Ron Ries, President, Vice President and Secretary, respectively, of ISLAND CLUB THREE INC. ISLAND CLUB OF POMPANO BEACH, INC., a corporation, to me known to be the persons who signed the foregoing Declaration as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the county and state last aforesaid, this 2nd day of February, 2017.

Patricia E. Green
Notary Public

My Commission Expires:



ACTIVE: 9212179_2

**AMENDED AND RESTATED
BY-LAWS**

OF

ISLAND CLUB THREE, INC.

A FLORIDA NOT-FOR-PROFIT CORPORATION

NOTE: This document is a substantial rewording of the original text of the By-Laws attached as Exhibit C to the Declaration of Condominium, recorded at Official Records Book 5128, Page 13, of the Public Records of Broward County.

ARTICLE 1

GENERAL

1.1 **The Name.** The name of the Corporation shall be ISLAND CLUB THREE, INC., hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Corporation shall be at 777 S. Federal Highway, Pompano Beach, FL 33062, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **Identity.** In addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") for the purpose of administering, operating and managing Island Club Three, a Condominium (the "Condominium").

1.4 **Definition.** As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Island Club Three, Inc. ("Declaration"). Any terms not defined in the Declaration shall have those definitions established by the Condominium Act.

ARTICLE 2

MEMBERSHIP AND VOTING PROVISIONS

2.1 **Membership.** Membership in this Association shall be limited to record owners of Units in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be authorized to attend meetings. ~~If Unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.~~

2.2 **Voting Rights.** On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declaration and the Articles of Incorporation. Said votes shall be exercised or cast in the manner provided by the Declaration and these By-Laws. ~~Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned.~~ The vote of a Unit shall not be divisible. Unless otherwise set forth in the Declaration of Condominium, the Articles of Incorporation, herein or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement.

2.3 **Quorum.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Voting Interests of the Association shall constitute a quorum. A quorum is not required for elections pursuant to Section 4.2 hereof.

2.4 **Voting Procedure.** Votes may be cast in person, by written agreement or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

2.5 **Designation of Voting Member.** If a Unit is owned by one or more persons, their right to vote shall be established by the record title to the Unit and any one of them may cast the vote for the Unit. If a Unit is owned by a trust or, to the extent permitted by the Declaration, another entity, it shall designate the representative, officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by a trust or other permitted entity, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

ARTICLE 3

MEMBERSHIP MEETINGS

3.1 **Place**. All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notices**. It shall be the duty of the Secretary to send by regular mail, hand delivery or electronic transmission a notice of each annual or special meeting to each Unit Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. The Board may adopt a rule to provide that, in lieu of posting notice of a members' meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. All notices shall be mailed, hand delivered or sent by electronic transmission to the address last furnished to the Association by the Unit Owner as it appears on the books of the Association to each Unit Owner. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, shall be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with Florida law. Notice of specific meetings may be waived in writing before or after the meeting.

3.3 **Annual Meeting**. The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held during the month of ~~December~~ February each year at such date and time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meeting**. Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing one-fourth (1/4) of the total voting interests in the Association. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members Without a Meeting**. Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of Members may be taken by written agreement without a meeting, signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere

herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by written agreement shall be done in accordance with the provisions of the applicable Statute, as same may be amended from time to time.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

3.7 **Order of Business.** The order of business at annual Members' meetings and as far as practical at other Members' meetings, shall be:

- A. Calling to order by President;
- B. Appointment of inspectors of election;
- C. Election of directors;
- D. Calling of the roll and certifying of proxies;
- E. Proof of notice of the meeting or waiver of notice;
- F. Reading and disposal of any unapproved minutes;
- G. Reports of officers;
- H. Reports of committees;
- I. Unfinished business;
- J. New business;
- K. Adjournment.

ARTICLE 4

DIRECTORS

4.1 **Membership.** The affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than nine (9) Directors, the exact number to be determined at the time of election. Only the record title holder or the spouse of a record title holder of either a Condominium Residential Unit or a Condominium Commercial Unit shall be able to hold the office of Director of the Association.

4.2 **Election of Directors.** Election of directors shall be conducted in the following manner:

A. Election of directors shall be held at the annual Members' meeting.

B. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies, except for vacancies caused by the recall of a majority of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. There shall be no quorum requirement; provided, however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election.

C. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

E. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than thirty-five (35) days before the election. The Association is not liable for the contents of the information sheets prepared by the candidates. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

F. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer

envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

G. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominium Act.

H. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(I) below shall be collected by the Association and shall be transported to the location of the election. An impartial committee of persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Residential Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(I) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association for such time period as may be required by the Act. Board

members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

I. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021(10), Florida Administrative Code.

J. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage eligible and qualified persons to become candidates for the Board.

K. The provisions of Paragraphs (B) through (J) of this Section 4.2, are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021, Florida Administrative Code. In the event such Statute or Code is repealed, the Board shall determine the procedure for elections of directors. In the event said Statute or Code is amended, these By-Laws shall be deemed automatically amended to comply with any such changes.

L. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

M. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

4.3 Organizational Meeting. The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of such organizational meeting; which notice specifically incorporates an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency.

4.4 Recall. Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The

recall of a director shall be further governed by the applicable provisions of the Act and the Florida Administrative Code, as same may be amended from time to time.

4.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, or electronic mail, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and only those committee meetings which committees have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously at the Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a regular Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature and estimated amount of any such assessments. The right of a Member to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

4.6 Special Meetings. Special meetings of the directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of three (3) of the directors. Notice of the meeting shall be given personally or by mail, telephone, facsimile, or electronic mail, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice

of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a special Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature and estimated amount of any such assessments. The right of a Member to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

4.7 **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.8 **Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes. A director of the Association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A director of the association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may meet by telephone conference and those attending by telephone conference may be counted toward a quorum and may vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation of those Board members attending by telephone may be heard by the Board and any other person attending the meeting.

4.9 **Adjourned Meetings.** If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 **Presiding Officer.** The presiding officer of the directors' meetings shall be the President, his or her designee or, in the absence of the President, the Vice-President or his or her designee. In the absence of the President or Vice-President, the directors present shall designate one of their number to preside or designate the attorney of the Association or a representative of the Association's management company to act as chairman.

4.11 **Order of Business.** The order of business at directors' meetings shall, to the extent practical, be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

4.12 **Compensation.** Directors shall not be entitled to compensation for their services. No director, officer or manager required to be licensed under Florida Statutes Section 486.432 shall solicit, offer to accept, or accept any thing or service of a value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Florida Statutes Section 718.501(1)(d).

4.13 **Resignation.** Any Board member may resign at any time at a Board or members' meeting or by written resignation, delivered to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

4.14 **Committees.** Any committee formed for the purpose of assisting in the promulgation of a budget or any committee that is delegated the authority to take final action on behalf of the Association shall conduct its meetings in accordance with the procedural requirements applicable to Board of Directors' meetings, set forth in Section 4.6 hereof. All other committee meetings shall be exempt from those requirements.

ARTICLE 5

POWERS AND DUTIES

The Board exercise all powers and duties of the Association under Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, Articles of Incorporation and By-Laws, except where a vote of the members is specifically required. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the Common Elements and facilities.
- B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Condominium and the Association.
- C. Levying and collection of regular and special Assessments for Common Expenses from Unit Owners required to pay same.
- D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and facilities.
- E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium Property and facilities.
- F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.
- G. Purchasing, leasing or otherwise acquiring of Units in the name of the Association, or its designee.
- H. Purchase of Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- I. Selling, mortgaging or otherwise dealing with Units acquired by the Association or its designee.
- J. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.
- K. Obtaining and reviewing insurance for the Condominium Property.
- L. Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration.

M. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

N. Borrowing money on behalf of the Association when required in the discretion of the Board of Directors in connection with the discharge of any of the Association's rights and obligations under the Declaration, the Articles of Incorporation, these By-Laws or the Act. If any sum borrowed by the Board on behalf of the Association pursuant to authority contained in this subparagraph N is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

O. Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these By-Laws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaration or the By-Laws.

ARTICLE 6

OFFICERS

6.1 **Executive Officers.** The executive officers of the Association shall be a President, one or more Vice Presidents, Secretary, and Treasurer, all of whom shall be members of the Board and shall be elected by and serve at the pleasure of the Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an assistant Secretary of the Association.

6.2 **Appointive Officers.** The Board may appoint such other officers from among the members as they may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 **Election.** The Board, at its first meeting after each annual meeting of general members, shall elect all officers.

6.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of Members and of the Board, shall exercise the executive powers of the Association and have general supervision over its affairs and other officers, and shall perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board.

6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board. If the Board elects more than one Vice President, the order of succession shall be determined by the Board.

6.7 **The Secretary.** The Secretary or assistant Secretary shall issue notices of all Board meetings and all meetings of Members, shall attend and keep the minutes of same, and shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners as set forth in the Act.

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of the Association's receipts and disbursements, and shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

B. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render an account of all his or her transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. The Treasurer shall collect all assessments and shall report promptly to the Board the status of collections.

D. The Treasurer shall maintain accounting records according to good accounting practices and shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers shall not receive compensation for their services.

6.10 **Resignations**. Any officer may resign at any time at a Board or members' meeting or by written resignation, delivered to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE 7

FINANCES AND ASSESSMENTS

7.1 **Depositories**. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

7.2 **Fiscal Year**. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 **Determination of Assessments**.

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration of Condominium. Assessments shall be paid monthly ~~payable not less frequently than quarterly~~ and shall be due on the first day of each ~~quarter~~ or month unless otherwise ordered by the Board. Assessments shall be made against Unit Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all Common Expenses. Special Assessments, if necessary, shall be levied in the manner provided in the Act and shall be payable in the manner determined by the Board. All funds due under these By-Laws and the Declaration are Common Expenses.

B. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in subsection C of this Section 7.3) shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

C. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten (10%) percent of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether assessments exceed one hundred fifteen (115%) percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

D. The proposed annual budgets of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes. In addition to annual operating expenses and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds the amount set forth in the Condominium Act, as same may be amended from time to time. The amount to be reserved shall be computed by means of such formula as is set forth in the Act or the Florida Administrative Code, as both may be amended from time to time. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to an adopted budget in which the Members of the Association have determined by a majority vote of those present, in person or by proxy, at a duly called meeting of the Association at which a quorum is established, to provide no reserves or less reserves than those described in this subparagraph. The foregoing shall not prevent the Board from creating such other reserves as may be permitted by the Act or the Florida Administrative Code, as both may be amended from time to time.

E. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying

the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Application of Payments and Commingling of Funds**. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

7.5 **Fidelity Bonds**. The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by the Condominium Act, as same may be amended from time to time.

7.6 **Financial Statements**. The Board shall cause to be prepared financial statements either compiled, reviewed or audited, financial statement or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Condominium Act, as amended from time to time.

ARTICLE 8

OFFICIAL RECORDS

The Association shall maintain official records as defined in the Act, as same may be amended from time to time, which shall be subject to inspection as provided in the Act, as same may be amended from time to time.

ARTICLE 9

PARLIAMENTARY RULES

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

ARTICLE 10

AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

10.2 **Adoption**. A resolution for the adoption of a proposed amendment may be proposed either by a majority two-thirds (2/3) of the Board or by written petition signed by

not less than one-fourth (1/4) of the Voting Interests of the Association. A proposed amendment must be approved by not less than a majority of the entire membership of the Association at a membership meeting or by written agreement.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law . . . for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate any otherwise properly promulgated amendment.

10.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County.

ARTICLE 11

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

ARTICLE 12

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

ARTICLE 13

LIENS

13.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

13.2 **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

13.3 **Notice of Suit.** A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

13.4 **Effect on Judicial Sale.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE 14

CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and of any of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE 15

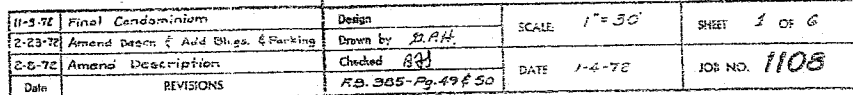
CAPTIONS

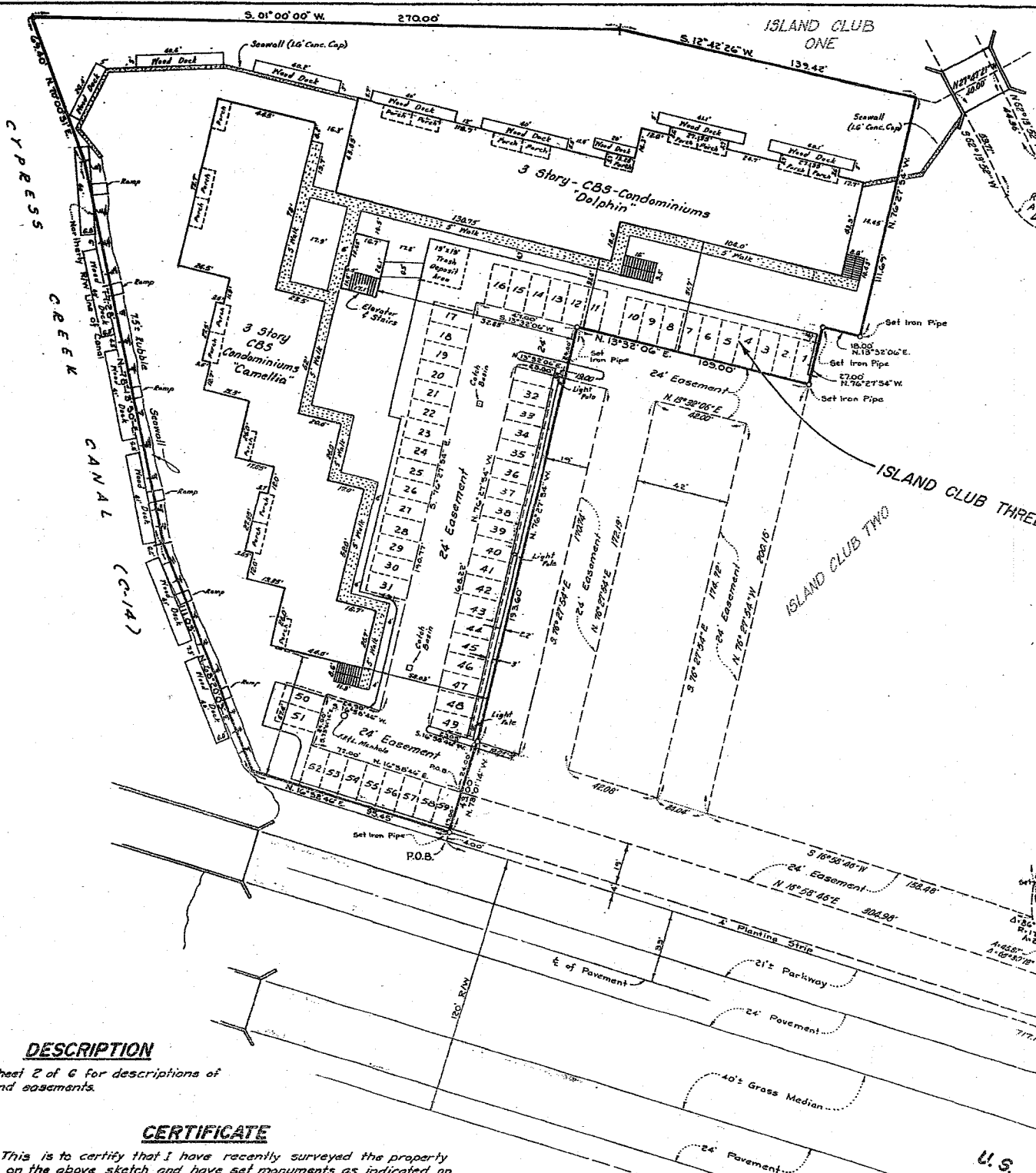
The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

ARTICLE 16

ELECTRONIC TRANSMISSION AND ELECTRONIC SIGNATURE

All transmissions from the Association to the Unit Owners and from the Unit Owners to the Association which, by law, may be done by electronic transmission and/or with the use of an electronic signature, may be sent in that manner.





DESCRIPTION

See Sheet 2 of 6 for descriptions of land and easements.

CERTIFICATE

This is to certify that I have recently surveyed the property shown on the above sketch and have set monuments as indicated on said sketch and that said above ground survey and sketch are accurate and correct to the best of my knowledge and belief. I further certify that this survey meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association.

Bruce F. Small
Registered Land Surveyor No. 2162
State of Florida

CERTIFICATION

This survey, location plans and graphic description of improvements, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described, and there can be determined therefrom, the identity, location, dimensions and size of the buildings and appurtenances including General Common Elements, and Units.

Certified to ISLAND CLUB THREE, A Condominium,
Dated at Fort Lauderdale, Florida, this 9th day of November, 1972.
WILLIAMS, HATFIELD & STONER, INC.

By *Bruce F. Small*
Registered Land Surveyor No. 2162
State of Florida

Elevations, in feet, refer to Mean Sea Level
(U.S.C. & G.S. datum)

DESCRIPTION OF FOUR PARCELS OF LAND COMPRISING "ISLAND CLUB THREE"

A parcel of land in the South One-Half (S $\frac{1}{2}$) of Gov't Lot 5, Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5, of said Section 6, TOWN OF POMPANO, according to the Plat thereof as recorded in Plat Book 8, page 76, Dade County Records, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Gov't Lot 5;

THENCE on an assumed bearing of N.01°49'29"W, along the West line of said Gov't Lot 5 a distance of 368.29 Ft. to the North line of the South One-Half (S $\frac{1}{2}$) of the South One-Half (S $\frac{1}{2}$) of said Gov't Lot 5;

THENCE N.88°56'16"E, along the said North line a distance of 1,017.66 Ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970;

THENCE S.16°58'46"W, along the said Westerly right-of-way line a distance of 74.30 Ft.;

THENCE N.73°01'14"W, a distance of 4.00 Ft. to the POINT OF BEGINNING of this description;

THENCE continue N.73°01'14"W, a distance of 19.00 Ft.;

THENCE S.16°58'46"W, along a line 23.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 138.70 Ft.;

THENCE S.73°01'14"E, a distance of 19.00 Ft.;

THENCE N.16°58'46"E, along a line 4.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 138.70 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida.

A parcel of land in the South One-Half (S $\frac{1}{2}$) of Gov't Lot 5, Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5, of said Section 6, TOWN OF POMPANO, according to the Plat thereof as recorded in Plat Book 8, page 76, Dade County Records, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Gov't Lot 5;

THENCE on an assumed bearing of N.01°49'29"W, along the West line of said Gov't Lot 5 a distance of 368.29 Ft. to the North line of the South One-Half (S $\frac{1}{2}$) of the South One-Half (S $\frac{1}{2}$) of said Gov't Lot 5;

THENCE N.88°56'16"E, along the said North line a distance of 1,017.66 Ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970;

THENCE S.16°58'46"W, along the said Westerly right-of-way line a distance of 293.00 Ft.;

THENCE N.73°01'14"W, a distance of 4.00 Ft. to the POINT OF BEGINNING of this description;

THENCE continue N.73°01'14"W, a distance of 19.00 Ft.;

THENCE S.16°58'46"W, along a line 23.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 64.11 Ft.;

THENCE S.73°01'14"E, a distance of 19.00 Ft.;

THENCE N.16°58'46"E, along a line 4.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 64.11 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida.

A parcel of land in the South One-Half (S $\frac{1}{2}$) of Gov't Lot 5 and the North One-Half (N $\frac{1}{2}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5 of said Section 6, TOWN OF POMPANO, according to the Plat thereof, as recorded in Plat Book 8, page 76, Dade County Records, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Gov't Lot 5;

THENCE on an assumed bearing of N.01°49'29"W, along the West line of said Gov't Lot 5 a distance of 368.29 Ft. to the North line of the South One-Half (S $\frac{1}{2}$) of the South One-Half (S $\frac{1}{2}$) of said Gov't Lot 5;

THENCE N.88°56'16"E, along the said North line a distance of 1,017.66 Ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970;

THENCE S.16°58'46"W, along the said Westerly right-of-way line a distance of 293.00 Ft.;

THENCE N.73°01'14"W, a distance of 47.00 Ft. to the POINT OF BEGINNING of this description;

THENCE S.16°58'46"W, along a line 47.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 119.12 Ft. to a point of curvature of a tangent curve concave to the Northwest;

THENCE Southerly, Southwesterly and Westerly along the arc of said curve, to the right, having a central angle of 86°33'20" and a radius of 17.00 Ft. for an arc distance of 25.68 Ft. to a point of tangency;

THENCE N.76°27'54"W, along a line tangent to the last described curve a distance of 298.56 Ft. to a point of curvature of a tangent curve concave to the Northeast;

THENCE Westerly and Northwesterly along the arc of said curve, to the right, having a central angle of 48°36'59" and a radius of 15.00 Ft. for an arc distance of 12.73 Ft. to a point on a non-tangent line;

THENCE N.88°56'16"E, a distance of 17.39 Ft.;

THENCE N.01°03'44"W, a distance of 90.00 Ft.;

THENCE S.78°37'03"E, a distance of 319.40 Ft.;

THENCE N.16°58'46"E, a distance of 27.53 Ft.;

THENCE S.73°01'14"E, a distance of 19.00 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida.

A parcel of land in the North One-Half (N $\frac{1}{2}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section 6, Township 49 South, Range 43 East, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of Gov't Lot 5 of said Section 6;

THENCE on an assumed bearing of N.01°49'29"W, along the West line of said Gov't Lot 5 a distance of 368.29 Ft. to the North line of the South One-Half (S $\frac{1}{2}$) of the South One-Half (S $\frac{1}{2}$) of said Gov't Lot 5;

THENCE N.88°56'16"E, along the said North line a distance of 1,017.66 Ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970;

THENCE S.16°58'46"W, along the said Westerly right-of-way line a distance of 717.11 Ft.;

THENCE N.73°01'14"W, a distance of 4.00 Ft. to the POINT OF BEGINNING of this description;

THENCE continue N.73°01'14"W, a distance of 43.00 Ft.;

THENCE N.76°27'54"W, a distance of 193.60 Ft.;

THENCE N.13°32'06"E, a distance of 169.00 Ft.;

THENCE N.76°27'54"W, a distance of 27.00 Ft.;

THENCE N.13°32'06"E, a distance of 18.00 Ft.;

THENCE N.76°27'54"W, a distance of 111.69 Ft.;

THENCE S.12°42'26"W, a distance of 139.42 Ft.;

THENCE S.01°00'00"W, a distance of 270.00 Ft. to the Northerly right-of-way line of the Cypress Creek Canal (C-14);

THENCE N.70°00'31"E, along the said Northerly right-of-way line a distance of 69.40 Ft.;

THENCE N.78°13'50"E, along the said Northerly right-of-way line a distance of 177.28 Ft.;

THENCE N.68°20'03"E, along the said Northerly right-of-way line a distance of 111.03 Ft.;

THENCE N.16°58'46"E, along a line 4.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 95.45 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida.

DESCRIPTION OF INGRESS, EGRESS, ACCESS AND UTILITY EASEMENT RESERVED FROM "ISLAND CLUB THREE"

An easement for ingress, egress and utility purposes over, across and under a parcel of land in the North One-Half (N $\frac{1}{2}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section 6, Township 49 South, Range 43 East, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of Government Lot 5 of said Section 6;

THENCE on an assumed bearing of N.01°49'29"W, along the West line of said Government Lot 5 a distance of 368.29 Ft. to the North line of the South One-Half (S $\frac{1}{2}$) of the South One-Half (S $\frac{1}{2}$) of said Government Lot 5;

THENCE N.88°56'16"E, along the said North line a distance of 1,017.66 Ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970;

THENCE S.16°58'46"W, along the said Westerly right-of-way line a distance of 717.11 Ft.;

THENCE N.73°01'14"W, a distance of 23.00 Ft. to the Point of Beginning of this description;

THENCE continue N.73°01'14"W, a distance of 24.00 Ft.;

THENCE S.16°58'46"W, a distance of 23.05 Ft.;

THENCE N.76°27'54"W, a distance of 168.22 Ft.;

THENCE N.13°32'06"E, a distance of 23.00 Ft.;

THENCE N.76°27'54"W, a distance of 24.00 Ft.;

THENCE S.13°32'06"W, a distance of 47.00 Ft.;

THENCE S.76°27'54"E, a distance of 190.77 Ft.;

THENCE S.16°58'46"W, a distance of 24.90 Ft.;

THENCE S.73°01'14"E, a distance of 24.00 Ft.;

THENCE N.16°58'46"E, a distance of 72.00 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida.

EXHIBIT A-2

WILLIAMS, HATFIELD & STONER, INC.
CIVIL ENGINEERS • LAND SURVEYORS

2312 WILTON DRIVE

FT. LAUDERDALE, FLA.

**DESCRIPTIONS FOR
PHASE THREE
ISLAND CLUB DEVELOPMENT
POMPANO BEACH, FLORIDA**

| | | | |
|------|-----------|--------------|--------------|
| | Drawn by | SCALE | SHEET 2 OF 6 |
| | Checked | DATE 11-9-72 | JOB NO. 1108 |
| Date | REVISIONS | | |

DESCRIPTION OF INGRESS, EGRESS, ACCESS AND UTILITY EASEMENTS GRANTED TO "ISLAND CLUB THREE"

An easement for ingress, egress and utility purposes over, across and under a parcel of land in the North One-Half (N½) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of Section 6, Township 49 South, Range 43 East, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of Government Lot 5 of said Section 6;

THENCE (01) on an assumed bearing of N.01°49'29"W, along the West line of said Government Lot 5 a distance of 368.29 Ft. to the North line of the South One-Half (S½) of the South One-Half (S½) of said Government Lot 5;

THENCE (02) N.88°56'16"E, along the said North line a distance of 1,017.66 Ft. to the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May 1970;

THENCE (03) S.16°58'46"W, along the said Westerly right-of-way line a distance of 293.00 Ft.;

THENCE (04) N.73°01'14"W, a distance of 23.00 Ft.;

THENCE (05) S.16°58'46"W, 23.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 119.13 Ft. to a point of curvature of a tangent curve concave to the Northwest, said point being the POINT OF BEGINNING of this description;

THENCE (06) Southerly, Southwesterly and Westerly along the arc of said curve, to the right, having a central angle of 65°30'13" and a radius of 41.00 Ft. for an arc distance of 46.87 Ft. to a point on a non-tangent line;

THENCE (07) S.16°58'46"W, 47.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 158.48 Ft.;

THENCE (08) N.76°27'54"W, a distance of 200.16 Ft.;

THENCE (09) S.13°32'06"W, a distance of 109.00 Ft.;

THENCE (10) S.76°27'54"E, a distance of 24.00 Ft.;

THENCE (11) N.13°32'06"E, a distance of 19.00 Ft.;

THENCE (12) S.76°27'54"E, a distance of 170.74 Ft.;

THENCE (13) S.16°58'46"W, a distance of 19.03 Ft.;

THENCE (14) S.73°01'14"E, a distance of 24.00 Ft.;

THENCE (15) N.16°58'46"E, 23.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 304.98 Ft. to the POINT OF BEGINNING, LESS the following described parcel of land;

COMMENCE at the end point of the above described course #07:

THENCE (16) S.16°58'46"W, 47.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 24.04 Ft. to the POINT OF BEGINNING of this description;

THENCE (17) continue S.16°58'46"W, a distance of 42.08 Ft.;

THENCE (18) N.76°27'54"W, a distance of 172.19 Ft.;

THENCE (19) N.13°32'06"E, a distance of 42.00 Ft.;

THENCE (20) S.76°27'54"E, a distance of 174.72 Ft. to the POINT OF BEGINNING. Said land situate within Broward County, Florida.

An easement for ingress, egress and utility purposes over, across and under a parcel of land in the South One-Half (S½) of Gov't Lot 5 of Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5, of said Section 6, TOWN OF POMPADOUR, according to the plat thereof, as recorded in Plat Book 8, Page 76, Dade County Records, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Gov't Lot 5;

THENCE on an assumed bearing of N.01°49'29"W, along the West line of said Gov't Lot 5, a distance of 368.29 Ft. to the North line of the South One-Half (S½) of the South One-Half (S½) of said Gov't Lot 5;

THENCE N.88°56'16"E, along the said North line a distance of 984.45 Ft. to the POINT OF BEGINNING of this description;

THENCE continue N.88°56'16"E, along the said North line a distance of 29.00 Ft.;

THENCE S.16°58'46"W, 4.00 Ft. Westerly of and parallel with the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May 1970, a distance of 37.00 Ft.;

THENCE N.73°01'14"W, a distance of 19.00 Ft.;

THENCE S.16°58'46"W, a distance of 67.00 Ft.;

THENCE S.88°56'16"W, 93.00 Ft. South of and parallel with the said North line a distance of 29.00 Ft.;

THENCE N.01°03'44"W, a distance of 45.00 Ft.;

THENCE S.88°56'16"W, 48.00 Ft. South of and parallel with the said North line a distance of 171.00 Ft.;

THENCE N.01°03'44"W, a distance of 24.00 Ft.;

THENCE N.88°56'16"E, 24.00 Ft. South of and parallel with the said North line a distance of 221.28 Ft.;

THENCE N.01°03'44"W, 24.00 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida.

An easement for ingress, egress and utility purposes over, across and under a parcel of land in the South One-Half (S½) of Gov't Lot 5 and the North One-Half (N½) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of Section 6, Township 49 South, Range 43 East, also being a portion of Lot 16, Block 5 of said Section 6, TOWN OF POMPADOUR, according to the plat thereof, as recorded in Plat Book 8, Page 76, Dade County Records, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Gov't Lot 5;

THENCE (01) on an assumed bearing of S.01°49'29"E, along the West line of the said Northwest One-Quarter (NW¼) a distance of 212.26 Ft.;

THENCE (02) N.58°10'31"E, a distance of 193.83 Ft. to the POINT OF BEGINNING;

THENCE (03) N.01°49'29"W, a distance of 204.50 Ft.;

THENCE (04) N.88°10'31"E, a distance of 90.00 Ft.;

THENCE (05) S.01°49'29"E, a distance of 76.81 Ft.;

THENCE (06) N.88°10'31"E, a distance of 115.26 Ft.;

THENCE (07) N.62°13'52"E, a distance of 94.75 Ft. to a point of curvature of a tangent curve concave to the Northwest;

THENCE (08) Northeasterly and Northerly along the arc of said curve, to the left, having a central angle of 63°17'36" and a radius of 20.00 Ft. for an arc distance of 22.09 Ft. to a point of tangency;

THENCE (09) N.01°03'44"W, along a line tangent to the last described curve a distance of 269.56 Ft.;

THENCE (10) N.64°18'51"E, for a distance of 26.40 Ft.;

THENCE (11) N.88°56'16"E, along a line 106.50 Ft. South of and parallel with the North line of the South One-Half (S½) of the South One-Half (S½) of said Gov't Lot 5, a distance of 203.44 Ft.;

THENCE (12) N.59°34'48"E, a distance of 27.54 Ft.;

THENCE (13) N.88°56'16"E, along a line 93.00 Ft. South of and parallel with the said North line a distance of 211.01 Ft.;

THENCE (14) S.16°58'46"W, along a line 23.00 Ft. Westerly of and parallel with the Westerly right-of-way line of State Road No. 5 (U.S. Highway #1) as located on May, 1970, a distance of 107.70 Ft.;

THENCE (15) S.73°01'14"E, a distance of 23.00 Ft. to the said Westerly right-of-way line;

THENCE (16) S.16°58'46"W, along the said Westerly right-of-way line a distance of 80.00 Ft.;

THENCE (17) N.73°01'14"W, a distance of 23.00 Ft.;

THENCE (18) S.16°58'46"W, along a line 23.00 Ft. Westerly of and parallel with the said Westerly right-of-way line a distance of 119.13 Ft. to a point of curvature of a tangent curve concave to the Northwest;

THENCE (19) Southerly, Southwesterly and Westerly along the arc of said curve, to the right, having a central angle of 86°33'20" and a radius of 41.00 Ft. for an arc distance of 61.94 Ft. to a point of tangency;

THENCE (20) N.76°27'54"W, along a line tangent to the last described curve a distance of 258.12 Ft. to a point of curvature of a tangent curve concave to the Southeast;

THENCE (21) Westerly, Southwesterly and Southerly along the arc of said curve, to the left, having a central angle of 88°20'59" and a radius of 30.00 Ft. for an arc distance of 46.26 Ft. to a point of tangency;

THENCE (22) S.15°11'07"W, along a line tangent to the last described curve a distance of 35.18 Ft. to a point of curvature of a tangent curve concave to the Northwest;

THENCE (23) Southerly and Southwesterly along the arc of said curve, to the right, having a central angle of 47°02'45" and a radius of 30.00 Ft. for an arc distance of 24.63 Ft. to a point of tangency;

THENCE (24) S.62°13'52"W, along a line tangent to the last described curve, 21.00 Ft. Southeasterly of and parallel with course #07, a distance of 108.94 Ft.;

THENCE (25) S.88°10'31"W, 21.00 Ft. South of and parallel with course #06, a distance of 120.10 Ft.;

THENCE (26) S.01°49'29"E, 80.00 Ft. East of and parallel with course #03, a distance of 306.19 Ft.;

THENCE (27) S.88°10'31"W, a distance of 90.00 Ft.;

THENCE (28) N.01°49'29"W, a distance of 199.50 Ft. to the POINT OF BEGINNING, LESS the following described parcel of land;

COMMENCE at the end point of the above described Course #02;

THENCE (29) continue N.88°10'31"E, a distance of 24.00 Ft. to the POINT OF BEGINNING of this description;

THENCE (30) N.01°49'29"W, 24.00 Ft. East of and parallel with course #03, a distance of 186.50 Ft.;

THENCE (31) N.88°10'31"E, 24.00 Ft. Southerly of and parallel with course #04, a distance of 42.00 Ft.;

THENCE (32) S.01°49'29"E, 24.00 Ft. West of and parallel with course #05 and #26, a distance of 356.88 Ft.;

THENCE (33) S.88°10'31"W, 24.00 Ft. North of and parallel with course #27, a distance of 42.00 Ft.;

THENCE (34) N.01°49'29"W, 24.00 Ft. East of and parallel with course #28, a distance of 175.50 Ft. to the POINT OF BEGINNING; LESS the following described parcel of land:

COMMENCE at the end point of the above described course #17;

THENCE (35) continue N.73°01'14"W, a distance of 24.00 Ft. to the POINT OF BEGINNING of this description;

THENCE (36) continue N.73°01'14"W, a distance of 19.00 Ft.;

THENCE (37) N.16°58'46"E, along a line 66.00 Ft. Westerly of and parallel with the said Westerly right-of-way line of State Road No. 5, a distance of 80.00 Ft.;

THENCE (38) S.73°01'14"E, a distance of 19.00 Ft.;

THENCE (39) N.16°58'46"E, 24.00 Ft. Westerly of and parallel with course #14, a distance of 74.64 Ft.;

THENCE (40) S.88°56'16"W, 24.00 Ft. South of and parallel with course #13, a distance of 171.66 Ft.;

THENCE (41) S.59°34'48"W, 24.00 Ft. Southeasterly of and parallel with course #12, a distance of 27.54 Ft.;

THENCE (42) S.88°56'16"W, 24.00 Ft. South of and parallel with course #11, a distance of 209.72 Ft.;

THENCE (43) S.01°03'44"E, 24.00 Ft. East of and parallel with course #09, a distance of 168.24 Ft. to a point of curvature of a tangent curve concave to the Northeast;

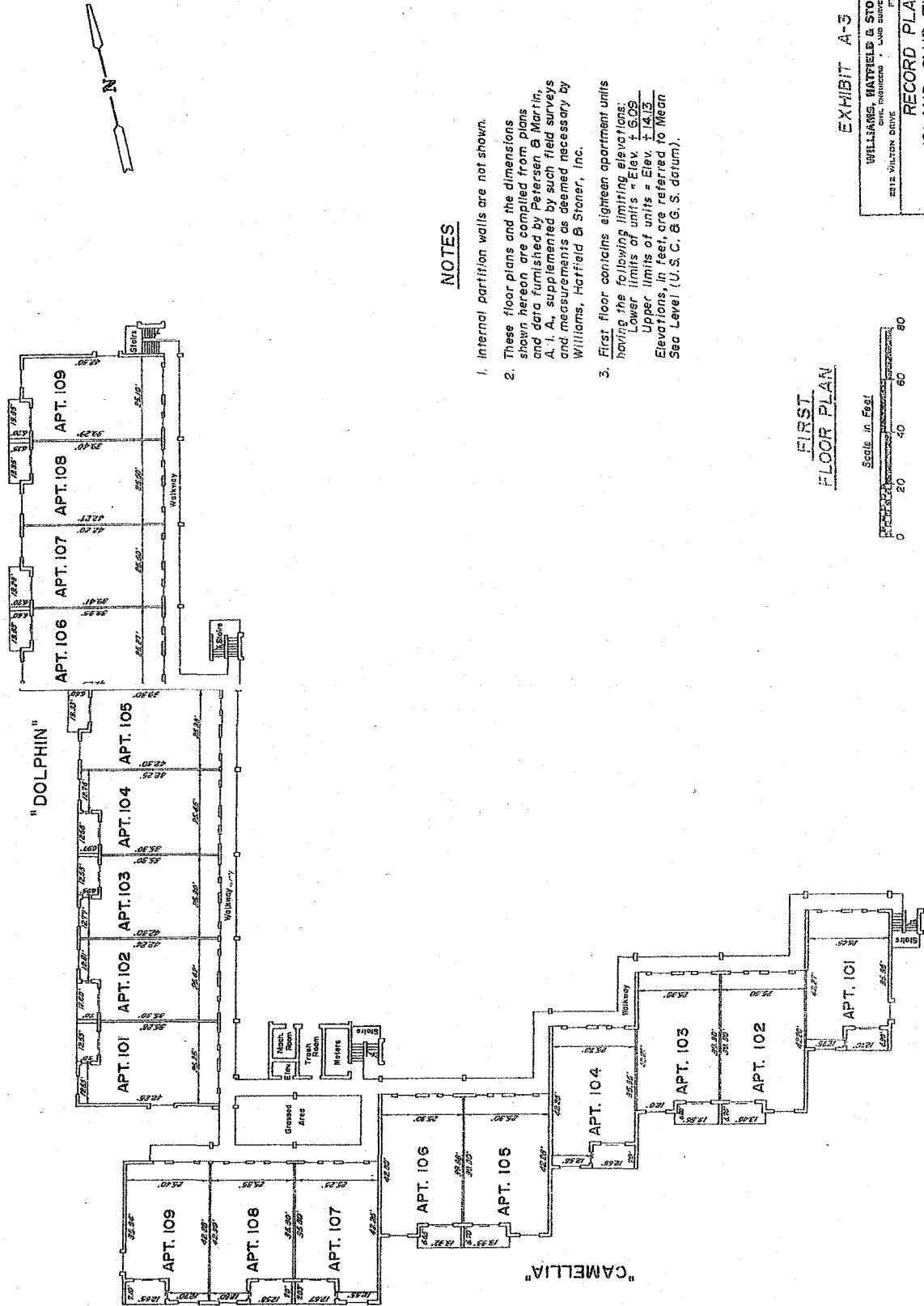
THENCE (44) Southerly, Southeasterly and Easterly along the arc of said curve, to the left, having a central angle of 75°24'10" and a radius of 15.00 Ft. for an arc distance of 19.74 Ft. to a point of tangency;

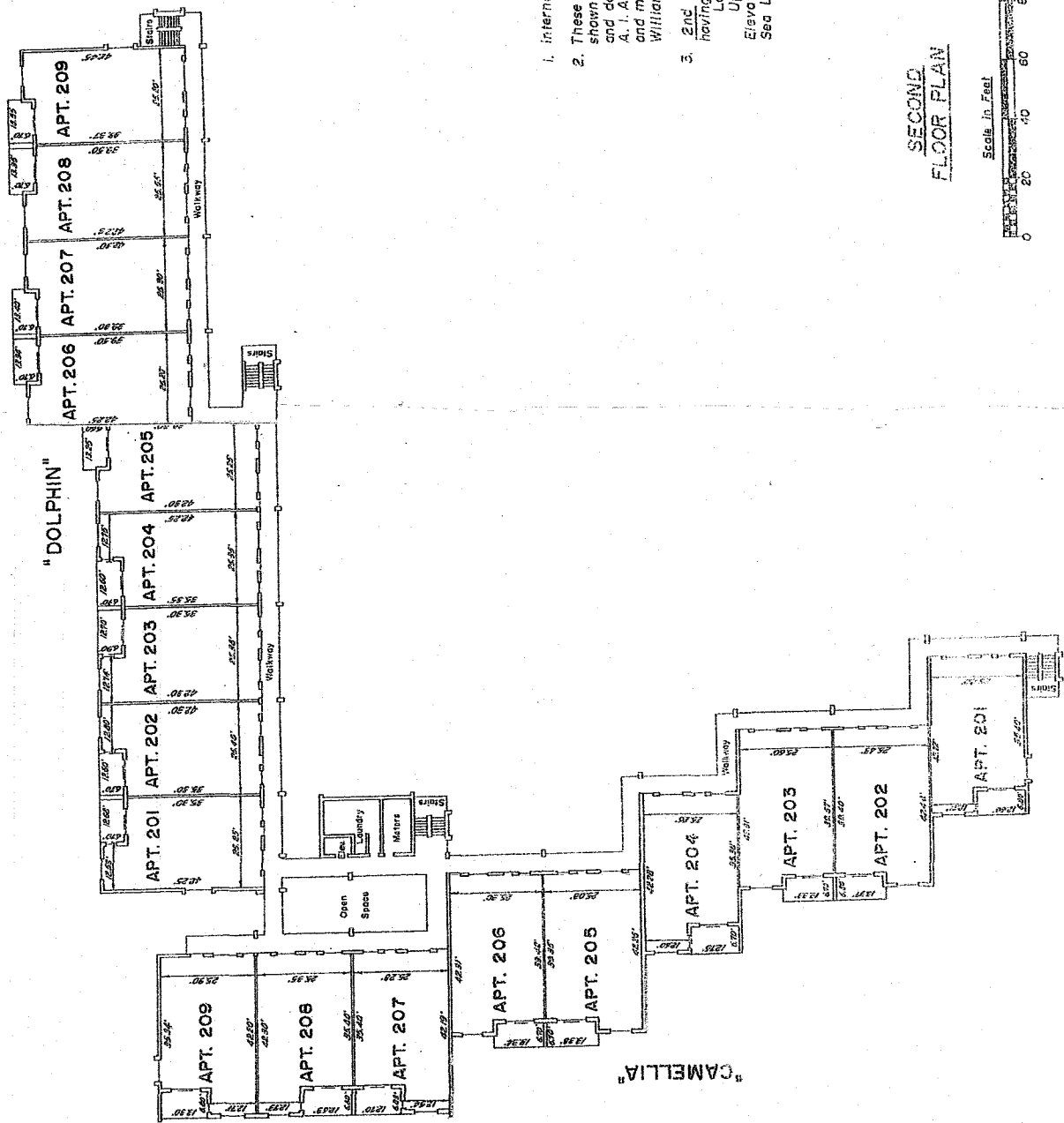
THENCE (45) S.76°27'54"E, along a line tangent to the last described curve, 24.00 Ft. Northerly of and parallel with course #20, a distance of 298.56 Ft. to a point of curvature of a tangent curve concave to the Northwest;

THENCE (46) Easterly, Northeasterly and Northerly along the arc of said curve, 24.00 Ft. inside of and parallel with course #19, to the left, having a central angle of 86°33'20" and a radius of 17.00 Ft. for an arc distance of 25.68 Ft. to a point of tangency;

THENCE (47) N.16°58'46"E, along a line tangent to the last described curve, 24.00 Ft. Westerly of and parallel with course #18, a distance of 119.13 Ft. to the POINT OF BEGINNING.

Said land situate within Broward County, Florida



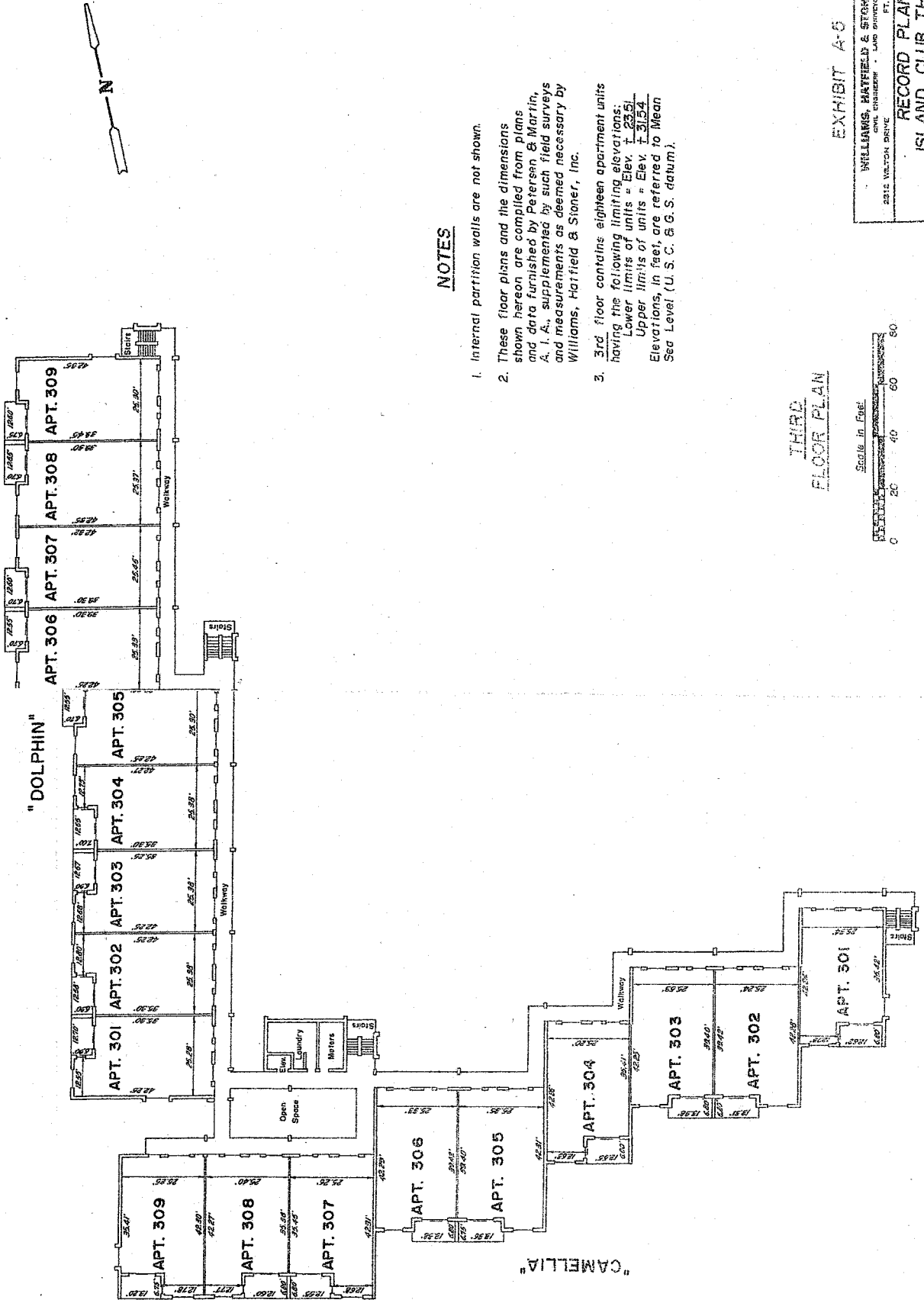


NOTES

1. Internal partition walls are not shown.
2. These floor plans and the dimensions shown hereon are compiled from plans and data furnished by Petersen & Martin, A. I. A., supplemented by such field surveys and measurements as deemed necessary by Williams, Hatfield & Stoner, Inc.
3. 2nd floor contains eighteen apartment units having the following limiting elevations:
 Lower limits of units = Elev. ± 14.80
 Upper limits of units = Elev. ± 22.87
 Elevations, in feet, are referred to Mean Sea Level (U.S.C. & G.S. datum).

SECOND FLOOR PLAN

| | |
|--|---|
| EXHIBIT A-4 | |
| WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS • LAND SURVEYORS 2312 WILTON DRIVE FT. LAUDERDALE, FLA. | |
| RECORD PLAN ISLAND CLUB THREE ISLAND CLUB DEVELOPMENT POMPANO BEACH, FLORIDA | |
| Date Drawn by G.C.T. Checked Date | Scale 1/4" = 10'-0" 25' 4' 6' 11-9-72 JOB NO. 1108 |



NOTES

1. Internal partition walls are not shown.
2. These floor plans and the dimensions shown hereon are compiled from plans and data furnished by Petersen & Martin, A. I. A., supplemented by such field surveys and measurements as deemed necessary by Williams, Hatfield & Stoner, Inc.
3. 3rd floor contains eighteen apartment units having the following limiting elevations:
 Lower limits of units = Elev. ± 23.51
 Upper limits of units = Elev. ± 31.54
 Elevations, in feet, are referred to Mean Sea Level (U. S. C. & G. S. datum).

THIRD
FLOOR PLAN

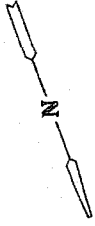
Scale in Feet
0 20 40 60 80

EXHIBIT A-5

WILLIAMS, HATFIELD & STONER, INC.
CIVIL ENGINEERS - LAND SURVEYORS
2312 WELTON DRIVE
FT. LAUDERDALE, FLA.

RECORD PLAN
ISLAND CLUB THREE
POMPANO BEACH, FLORIDA

DATE: 10/1/54
SCALE: As Shown
SHEET 5 OF 6



"BOUGAINVILLEA"

NOTES

1. Internal partition walls are not shown.
2. These floor plans and the dimensions shown hereon are compiled from plans and data furnished by Petersen & Martin, A. I. A. supplements by such field surveys and measurements as deemed necessary by Williams, Hatfield & Stoner, Inc.
3. Elevations, in feet, are referred to Mean Sea Level (U. S. C. & G. S. datum).

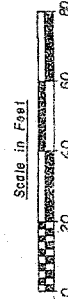
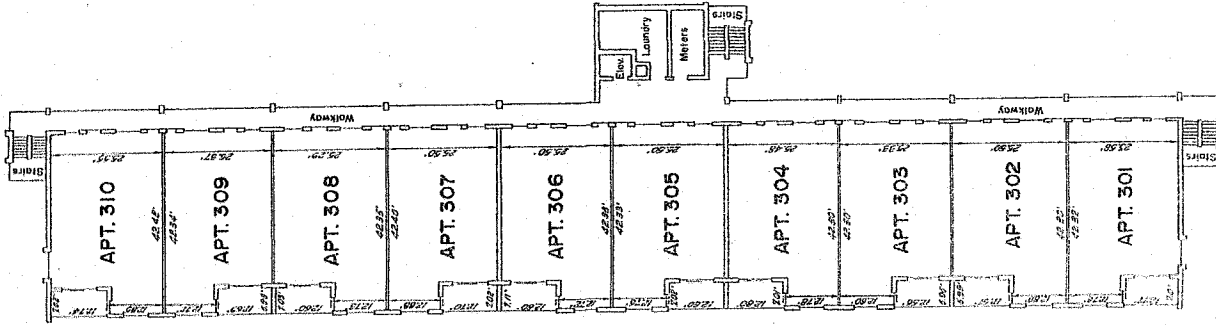


EXHIBIT A-G

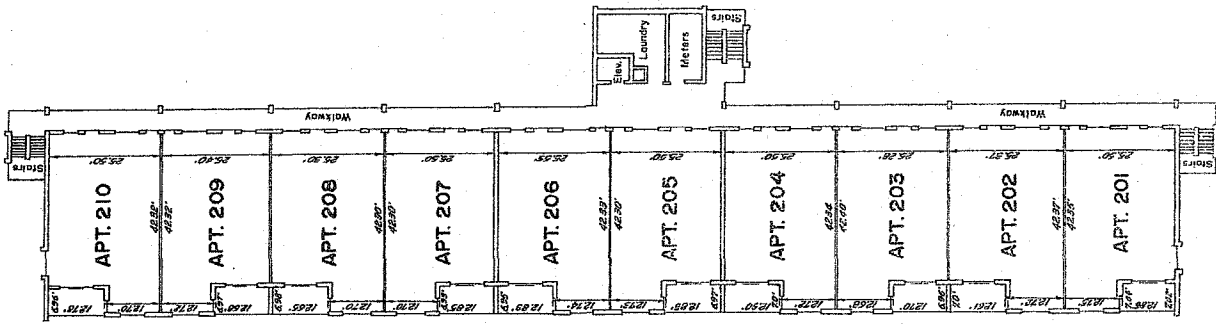
WILLIAMS, HATFIELD & STONER, INC.
CIVIL ENGINEERS • LAND SURVEYORS
2512 WALTON DRIVE
FT. LAUDERDALE, FLA.

RECORD PLAN
ISLAND CLUB DEVELOPMENT
POMPANO BEACH, FLORIDA



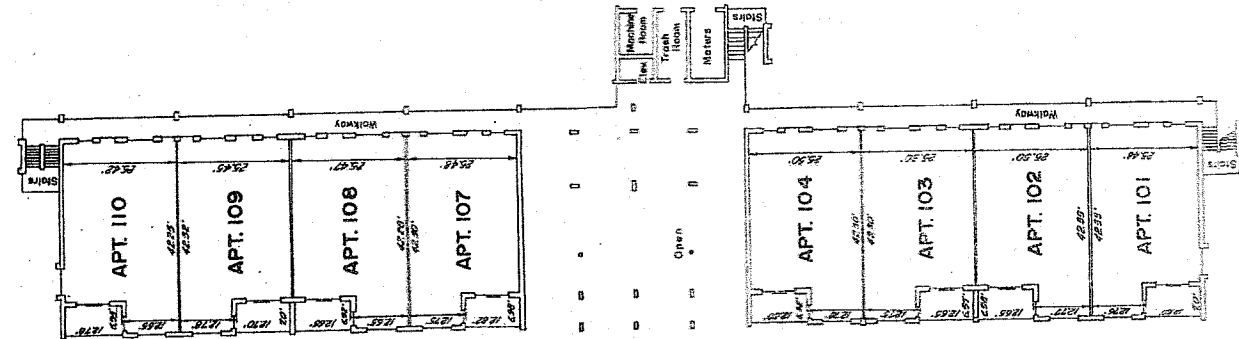
THIRD
FLOOR PLAN

3rd floor contains ten apartment units having the following limiting elevations:
Lower limits of units = Elev. ± 24.40
Upper limits of units = Elev. ± 32.49



SECOND
FLOOR PLAN

2nd floor contains ten apartment units having the following limiting elevations:
Lower limits of units = Elev. ± 15.74
Upper limits of units = Elev. ± 23.76



FIRST
FLOOR PLAN

First floor contains eight apartment units having the following limiting elevations:
Lower limits of units = Elev. ± 6.97
Upper limits of units = Elev. ± 15.03

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLES OF INCORPORATION
OF
ISLAND CLUB THREE, INC.
(A Condominium)

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit, under Chapter 617 Florida Statutes ~~1961~~ and Chapter 718 Florida Statutes as amended from time to time, and certify as follows:

ARTICLE I

NAME

The name of the Corporation shall be ISLAND CLUB THREE, INC.

ARTICLE II

DEFINITIONS

As used in these Articles of Incorporation, unless the context otherwise requires:

- A. Association means the corporation created by these Articles of Incorporation.
- B. Condominium refers to the condominium bearing the same name as the corporation herein created by these Articles of Incorporation.
- C. Corporation means the corporation formed by these Articles of Incorporation.
- D. Member or members means the owner or owners of individual condominium apartments (condominium parcels) in the Condominium who, by virtue of these Articles of Incorporation, are members of the corporation.
- E. Owner or owners means the owner or owners of individual condominium apartments (condominium parcels) in the Condominium.

F. Guests/Occupants means eligible persons as approved by the Board of Directors, including family members and relatives.

ARTICLE III

PURPOSE

The purpose for which the corporation is organized is as follows:

For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (apartment units) as the agent of said owners.

ARTICLE IV

POWERS

A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and Bylaws of the condominium and the regulations of the condominium.

C. The corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 63-35 of the General Laws of Florida, entitled "The Condominium Act" now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

F. All funds and the titles of all properties acquired by this corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the land to be operated and administered by this corporation.

H. The corporation is expressly authorized to enter into a lease or leases or any other agreement authorized under Chapter ~~711.121~~ 718, Florida Statutes as amended from time to time.

ARTICLE V

MEMBERSHIP

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

1. This corporation shall be organized without any capital stock.
2. All unit owners of condominium parcels in the Condominium, shall be members of the corporation and no other persons or other entities shall be entitled to membership, provided, however, that until such time as the Declaration of Condominium of the Condominium, has been placed of record with the Clerk of the Circuit Court, the owners of the land upon which said condominium apartment building is being erected shall constitute the members of the Association.
3. Membership in the corporation shall be established in the following methods:
 - A. The owners of the vacant land upon which the Condominium is being erected shall be members of the corporation until such time as the Declaration of Condominium has been recorded, after which time their membership shall cease, except that it shall continue with reference to any individual condominium parcel still owned by the owners of any of said land.
 - B. Other persons shall become members of the Association by the recording in the public records of Broward County, Florida, of a deed or other installment establishing a change of record title to a condominium parcel (apartment unit) and the delivery to the corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the corporation, and the membership of the prior owner shall at that time be terminated.
4. The interest of any member in any part of the real property or in the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium parcel (apartment unit).
5. Voting by the members of the Condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and Bylaws of the corporation.

ARTICLE VI**CORPORATE EXISTENCE**

This corporation shall continue to exist so long as the Condominium shall be in existence.

The corporation may be terminated by termination of the Condominium in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VII**DIRECTORS**

1. The business of this corporation shall be conducted by a Board of Directors of not less than three (3) directors nor more than nine (9) directors, the exact number of directors to be fixed by the Bylaws of the corporation.

2. The election of directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of the corporation.

ARTICLE VIII**DIRECTORS AND OFFICERS**

The names and post office addresses of the first current Board of Directors and the officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

| <u>NAME</u> | <u>ADDRESS</u> | <u>TITLE</u> |
|--------------------|--|---------------------|
| John Laurie | 777 South Federal Highway, Pompano Beach, Florida 33062 | President |
| Francis Santos | 777 South Federal Highway, Pompano Beach, Florida 33062 | Vice President |
| Patricia Green | 777 South Federal Highway, Pompano Beach, Florida 33062 | Treasurer |
| Ronald Ries | 777 South Federal Highway, Pompano Beach, Florida 33062 | Secretary |
| Frank Coscia | 777 South Federal Highway, Pompano Beach, Florida 33062 | Director |

ARTICLE IX**ARTICLE X****INCORPORATORS AND SUBSCRIBERS**

The following constitute the ~~original~~ current incorporators and subscribers to the Articles

| <u>NAME</u> | <u>ADDRESS</u> | <u>TITLE</u> |
|--------------------|--|---------------------|
| John Laurie | 777 South Federal Highway, Pompano Beach, Florida 33062 | President |
| Francis Santos | 777 South Federal Highway, Pompano Beach, Florida 33062 | Vice President |
| Patricia Green | 777 South Federal Highway, Pompano Beach, Florida 33062 | Treasurer |
| Ronald Ries | 777 South Federal Highway, Pompano Beach, Florida 33062 | Secretary |
| Frank Coscia | 777 South Federal Highway, Pompano Beach, Florida 33062 | Director |

ARTICLE XI**BYLAWS**

The Bylaws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said Bylaws shall be in accordance with the provisions of said Bylaws.

ARTICLE XII**AMENDMENTS TO ARTICLES OF INCORPORATION**

Section 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least fifty-one (51%) per cent of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel (apartment unit) in the general common elements of the condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the condominium.

Section 3. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court in Broward County, Florida.

ARTICLE XII

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of the Condominium, shall be utilized by the corporation to pay for the cost of said maintenance and operation. The corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The corporation shall make no distribution of income to its members, directors or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

4. Upon termination of the condominium and dissolution, or final liquidation of this corporation, the distribution to the members of this corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements shall not constitute or be deemed to be a dividend of distribution of income.

ARTICLE XIII

INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, 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 indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the corporation. The

foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation do hereby certify that the foregoing constitutes the proposed Articles of Incorporation of ISLAND CLUB THREE, INC.

WITNESS our hands and seals this 2nd day of February, 2017.

J. H. W. (SEAL)
President

[Signature] (SEAL)
Vice President

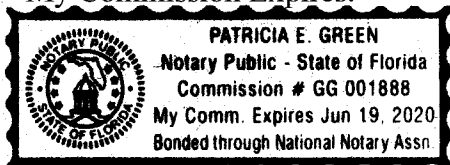
J. A. A. (SEAL)
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared all of the above, to me well known as the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of February, 2017.

My Commission Expires:



Patricia E. Green
Notary Public

**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS OF
ISLAND CLUB THREE, INC.**

WE HEREBY CERTIFY that the attached amendments to the Rules and Regulations, an exhibit to the Declaration of Condominium of Island Club Three, a Condominium, and as recorded in O. R. Book 19560 Page 606 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Association Documents.

IN WITNESS WHERE OF, we have affixed our hands this 21 of March, 2017, at Pompano Beach, Broward County, Florida.

WITNESSES:

Natalie Sharenko

Signature

Natalie Sharenko

Printed Name

David M. Lewis

Signature

David M. Lewis

Printed Name

ISLAND CLUB THREE, INC.

BY: Francis Santos

Francis Santos, President

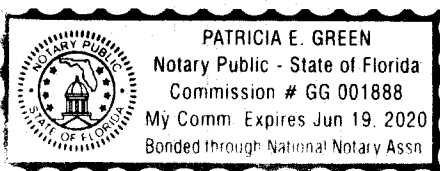
777 S. Federal Hwy

Pompano Beach, Fl. 33062

STATE OF FLORIDA)

COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 21 of MARCH, 2017, by Francis Santos as President of Island Club Three Inc., a Florida not-for-profit corporation. He is personally known to me.



Patricia E. Green

NOTARY PUBLIC

Patricia E. Green

PRINTED NAME

My commission expires:

**Island Club Three Inc. – Rules and Regulations
(Revised February 22, 2017)**

Note: Where applicable, refer to Declaration of Condominium for additional information.

1. PARKING & VEHICLES

- NO PICK-UP TRUCKS, TRUCKS, COMMERCIAL VEHICLES, BOATS, TRAILERS or MOTORCYCLES are allowed. NO RECREATIONAL VEHICLES MAY BE PARKED ON CONDO GROUNDS.
- Head-in parking only. RESIDENTS ARE TO PARK IN THEIR ASSIGNED PARKING SPACE.
- Residents can rent a parking space from our phase or from another owner or phase. Advise the Board of Directors of the rented parking space number. Rental spaces are determined by availability.
One vehicle per unit is allowed. A second vehicle is permitted ONLY if there is parking space available.
- CONTRACTORS, REPAIRMEN, INSTALLERS may unload/load tools, materials by the Fire lane and then move vehicles to Guest spaces facing Federal HIGHWAY.
- NO OVERNIGHT PARKING IN GUEST SPACES EXCEPT IN THE NORTH LOT ONLY WHEN PERMITTED BY THE BOARD OF DIRECTORS. NO OVERNIGHT PARKING OF RENTAL MOVING VEHICLES AND STORAGE PODS.
- Owners should NOT use guest spaces themselves, so as to leave them available for guests, service vehicles, etc.
- No auto repairs allowed except those of emergency nature.
- Vehicles must be parked in the proper space, or it will be towed away at vehicle OWNERS EXPENSE or HAVE WHEELS BOOTED.
- IT IS THE RESPONSIBILITY OF THE HOST RESIDENT TO NOTIFY GUESTS TO PARK ONLY IN A GUEST PARKING SPACE.
- Guests must obtain a GUEST PASS from security with unit number displayed on dashboard of car and must be visible and readable or the parking pass will be considered invalid.
- An extended overnight guest parking pass may be obtained from the Office Manager.
- NO PARKING PERMITTED, AT ANY TIME, IN DUMPSTER AREAS OR ON THE GRASS OR ILLEGAL AREAS. DO NOT BLOCK FIRE HYDRANTS. Parking in the dumpster area is permitted when washing cars.

2. CAR WASHING

Wash cars ONLY in designated areas: (B, C & D Buildings) in the space outside the dumpster room by the C building.

3. RESIDENTS PARKING DECALS

Decals are to be placed on the outside driver's side rear window. Parking decals must be visible to gate attendants.

4. SAFETY

For reasons of safety, skating, skateboarding, riding battery powered scooter/segway or playing of any kind will not be permitted in the parking area or anywhere else on the property. Bicycle riding is permitted with caution.

5. PETS

NO PETS (dogs, cats, birds, etc.) ALLOWED by owners, renters or guests in Phase Three Inc.

6. WALKWAYS, CATWALKS AND PATIOS

No towels, bedding clothing, etc. shall be hung from the catwalks. Walkways and doorways shall be kept free and clear at all times. No owner shall place any object of any kind on any walkway or stairway, except for a door mat.

7. LAUNDRY

Laundry, rugs, bath towels or other articles shall be hung indoors and NOT ON THE WALKWAYS; NOT IN THE LAUNDRY ROOMS; NOT ON THE ENCLOSED PATIOS/BALCONIES. Keep the laundry rooms clean. Clean the lint screens of the dryers after EVERY use. Doors must be kept closed when laundry rooms are not in use.

8. BARBECUING

No charcoal or propane barbecuing is allowed on the unit patios.

9. DUMPSTERS

In order to avoid vermin and rodent infestation and additional charges for pest control, PUT ALL GARBAGE IN PLASTIC, TIED BAGS. This is a recurring problem and creates a real odor and health hazard for you and your neighbors.

All corrugated boxes must be broken down (FLATTENED) before placing them in the dumpster. DO NOT PUT BULK ITEMS IN DUMPSTERS OR DUMPSTER ROOM; FOR EXAMPLE, NO CONSTRUCTION DEBRIS, TV'S, MICROWAVES, BEDDING, SINKS/TOILETS/BATHTUBS, OLD FURNITURE OF ANY SORT, APPLIANCES OF ANY KIND, CARPETS, PADDING, FLOORING MATERIALS, TILES, PAINT CANS, ETC. MUST NOT BE THROWN IN THE DUMPSTERS.

The garbage trucks are not equipped to handle this trash. All workmen must carry away their own trash and dispose of it elsewhere. IT IS THE RESPONSIBILITY OF THE OWNER OR RESIDENT TO BE SURE THIS IS DONE. THE DUMPSTER AREA IS UNDER VIDEO SURVEILLANCE AND BEING RECORDED.

10. COMPLAINTS

All complaints (ONLY BY OWNERS (NOT RENTERS) MUST BE IN WRITING, SIGNED WITH UNIT NUMBER and placed in the B building office mail box.

11. SCREENINGS

There will be a \$100 fee (subject to change per FL Statutes) for screening and interview by the Board of Directors of prospective owners and residents. If a unit is purchased by or rented to two or more individuals, a screening fee and application will be required from EACH.

Allow thirty (30) days for such screening, from the date of receipt of all required materials, etc. by the Board of Directors.

12. LEASING

A unit may be leased once in a twelve (12) month period with minimum lease of not less than three (3) months and one (1) day; not to exceed twelve (12) months. The Owner must notify the Board of Directors if the renter will be renewing the lease 30 days before the lease expires. The Board of Directors has the option to require residents to be re-screened.

Approval for leasing A UNIT, for any period of time, will not be considered unless the owner has a service contract for all appliances, including plumbing and electric. The term of the contract must cover the length of the lease. A copy of the contract must accompany the lease.

13. GUESTS

The Board of Directors MUST BE NOTIFIED, IN WRITING, of the names of Guests when Owner is NOT in residence. GUESTS MUST NOTIFY THE BOARD OF DIRECTORS OF THEIR ARRIVAL AND DEPARTURE. Remember, these are single-family units, and Owners must limit the number of their guests will be restricted to a thirty (30) day (in aggregate) visit in the unit PER YEAR, otherwise after 30 days; guests will have to apply for residency and be screened by the Board of Directors.

Be sure that your Guests observe all rules and regulations of Island Club Phase Three Inc. and that they do not create a disturbance for other residents. Owners will be held directly responsible for any inappropriate behavior and actions.

14. SECURITY

The Guard House MUST BE NOTIFIED IN ADVANCE when you are expecting guests, service men or deliveries. Otherwise, they will not be admitted. The phone number of the GUARD HOUSE is 954-782-3893. Anyone using the Guest entrance must show picture ID.

15. SIGNS, IMPROVEMENTS, EXTERIOR & PERMITS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Owner or Resident on any part of the outside or inside of any unit or any automobile, without prior written consent of the Board of Directors.

No improvements may be constructed on the exterior of the building or on the land upon which it is located without the written consent of the Board of Directors. No exterior paint

shall be applied to any building, exterior doorways or walkways without prior written consent of the Board of Directors.

No outside equipment, objects or any wiring for any purpose may be installed on the exterior of the buildings. No TV dishes are permitted.

If required by the City or County, submit building permits to the Board prior to any renovation or interior alterations inside the unit. Permits are to be visibly posted and displayed on the inside of the window facing the common walkway. **Remodeling is permitted Monday thru Friday from 9:00 AM to 5:00 PM and Saturday from 9:00 AM until 3:00 PM only.**

16. MOVING IN/OUT TIMES

Restricted to 8:00 am to 5:00 pm weekdays; 9:00 am to 3:00 pm Saturdays; not permitted on Sundays or Holidays.

17. MAINTENANCE FEES

Maintenance fees are made payable to Island Club Three Inc. Payment information will be provided to the Owner by Island Club Three Inc. either at time of closing or mailed prior to closing.

A \$25 late charge will be applied if payments are not received by the 10th of each month. Should legal action be initiated, any legal fees charged to the Island Club Phase Three Inc. will be the responsibility of the delinquent owner; remember that delinquencies including late charges, interest, etc. become a lien against the unit which can result in foreclosure.

18. ABSENTEE OWNERS

It will be the Owner's responsibility, before leaving town, to arrange with someone to check their apartment weekly to see that all plumbing, appliances, air conditioners, etc. are in working order and that there are no problems. If there is a problem, that person should notify the Owner's service company, or the Owner, and NOT REFER IT TO A MEMBER OF THE BOARD OF DIRECTORS. BOARD MEMBERS WILL NOT HANDLE THESE MATTERS unless adjoining units are being affected or in the event of an emergency.

NOTE: The name and phone number of the person responsible for your unit **MUST** be left with a member of the Board of Directors in case of an emergency. That person must be a resident of the ISLAND CLUB.

THE CONDOMINIUM ACT PROVIDES, AT CHAPTER 718.111(5) FLORIDA STATUTES, AS FOLLOWS:

"...The Association (Board Member) has the IRREVOCABLE RIGHT to access each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or for making EMERGENCY REPAIRS NECESSARY TO PREVENT DAMAGE to the common elements OR TO ANOTHER UNIT OR UNITS."

When you leave town and the unit is closed, ALL ITEMS MUST BE REMOVED FROM THE DOCKS AND UNSHUTTERED BALCONIES IN CASE OF A STORM, TORNADO OR HURRICANE.

19. KEYS & CONTACT INFORMATION

OWNERS ARE REQUIRED BY LAW TO PROVIDE THE BOARD of DIRECTORS WITH KEYS TO THEIR UNIT, PASS CODES FOR ANY CODED LOCKS AND PROVIDE TELEPHONE/CELL NUMBERS WHERE THE OWNER CAN BE REACHED IN THE EVENT OF AN EMERGENCY.

20. EXTERIOR STORM DOORS AND WINDOWS

In an ongoing effort to maintain a pleasant appearance in our community, Owners are responsible for maintaining the proper appearance of exterior storm doors and screens. If deemed by the Board of Directors that these items are in need of repair or replacement, a warning letter will be sent to the Owner. If corrective action does not occur within 30 days, the Board of Directors will hire a contractor with the charges passed on to the Owner. Failure to pay for any charges will be posted to the Owners account and will be subject to late fees, collection and attorney's fees.

Replacement doors and windows must be approved by the Board of Directors prior to installation. Replacement storm doors and window frames are to be WHITE.

Installing new or replacement storm shutters over windows is not permitted. Only impact windows are permitted.

21. ISLAND CLUB REC CENTER

The ISLAND CLUB REC CENTER has established rules for the POOL AREA, THE BILLIARD ROOM, and THE REC ROOM AND ALL COMMON GROUNDS. PLEASE FAMILIARIZE YOURSELVES WITH THEIR RULES.

22. DOCKS

The number of "detached" docks and the amount of dock space provided is limited and assigned to owners who have purchased docks.

The owners of said docks shall be responsible for paying the maintenance and repairs of said docks and for keeping the same in a safe and sanitary condition. Island Club Three Inc. will bill the owners annually for expenses incurred by Island Club Three Inc. for Manatee Protection, electric usage and dock related expenses. Owners shall reimburse Island Club Three Inc. for these expenses as determined by the Board of Directors. The owner of a dock shall be responsible for keeping the area adjacent to his dock in a clean and sanitary condition at all times. For security, owners are expected to install light bulbs of the approved type and properly maintain the same. Soft White energy efficient bulbs are to be used.

NO DOCK MAY BE OWNED OR LEASED TO BY ANYONE OTHER THAN AN OWNER OF PHASE 3. Docks may be leased to a resident of Phase 3 only.

Dock owners are required to maintain public liability insurance within the prescribed limits of \$300,000 personal injury and \$10,000 property damage and to furnish the Board of Directors with proof of insurance each year.

Any Owner or renter from Phase 3, who wants to use a private dock for fishing, docking a boat or other, must get permission from the dock owner.

In the event that the owner of any dock space should fail to maintain and repair the dock, Island Club Three Inc. shall have the right to maintain the same or make said repairs and to charge the same to said owner as a special assessment, as authorized under Article IX, Section H of the Declaration of Condominium, which shall be payable solely by the owner of the dock. If said assessment is not paid within the times provided, Island Club Three Inc. shall have the right to invoke all of the penalties or rights accorded under Article VIII of the Declaration of Condominiums.

23. BOAT SIZE

Boats (boat length including raised engines) shall not extend into adjoining docks.