

**DECLARATION
OF
CONDOMINIUM**

**OF
OPAL TOWERS WEST,
A CONDOMINIUM**

7/7
Lunders

PROPOSED AMENDMENTS TO
DECLARATION OF
OPAL TOWERS WEST, A CONDOMINIUM

(additions indicated by underlining, deletions by "----")

By-Laws of
Opal Towers Condominium Association, Inc.

3. DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association, and thereafter the membership of the Board shall consist of seven (7) not less than five (5) directors. ~~The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall consist of an odd number of members, and provided, further, that following the term of office of the first Board of Directors, the Board shall never consist of less than five (5) members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election.~~

3.2 The term of each director's service shall be three years, subject to the provisions of 3.2 below. ~~3.1 (f) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.~~

a. The two nominees who receive the highest number of votes at the first annual election of directors at which this amendment takes effect shall be elected to a term of three (3) years.

b. The two nominees who receive the next highest number of votes at that annual election of directors shall be elected to a term of two (2) years.

(c) The three nominees who receive the next highest number of votes at that annual election of directors shall be elected to a term of one (1) year.

(d) Thereafter, all directors shall be elected for a three-year term.

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • P.O. BOX 4457 • FT. LAUDERDALE, FLORIDA 33407
TELEPHONE (305) 776-7550

REC 12801 PAGE 7/7

PLEASE SIGN HERE →

87366937

CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF OPAL TOWERS WEST CONDOMINIUM
ASSOCIATION, INC.
(as originally recorded in Official Records Book 5632
at Page 811 of the Public Records of Broward County, Florida)

WE HEREBY CERTIFY THAT the following amendment to the Bylaws of OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC. as described in Book 5632 at Page 811 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article 8 Section (a) of the Bylaws, that is by proposal of 75% of the Board of Directors and approval by 51% of the members of the Association at a meeting held March 3, 1987.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

- (c) To prevent the leasing of any unit for a period of less than twelve months.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of August, 1987, at Hallandale Beach Broward County, Florida.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

On this 10 day of August, 1987, personally appeared JOHN S. SHAULTE and ELSA J. NELSON, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 24, 1990
BONDED THRU FLORIDA NOTARY SERVICES

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

17 AUG 26 AM 9:22

BK1474566375

5
4
10
5

85298675

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
OPAL TOWERS WEST CONDOMINIUM
ASSOCIATION, INC.

(As originally recorded in Official
Records Book 5632 at Page 762 of the
Public Records of Broward County, Florida)

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws
of OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC. were duly adopted
in the manner provided in Article 8 of the By-Laws, that is by
proposal of 75% of the Board of Directors and approval by 51%
of the members of the Association at a meeting held February 5,
1985.

IN WITNESS WHEREOF, we have affixed our hands this 25
day of July, 1985, at Opal Towers West Broward County,
Florida.

1150 Hillsboro mile
Hillsboro Beach Fla.
33062

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 25 day of July, 1985, personally appeared
[Signature] and [Signature], and acknowledge
that they executed the foregoing Certificate of Amendment for
the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above
written.

[Signature]
Notary Public

My Commission Expires:

LAW OFFICES

BECKER POLIAKOFF & STREITFIELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9087 • FORT LAUDERDALE, FLORIDA 33402
TELEPHONE (305) 776-7550

REC 12001100 7/0

TABLE OF CONTENTS OF
DECLARATION OF CONDOMINIUM
OF
OPAL TOWERS WEST

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	NAME	1
2.	DEFINITIONS	2
3.	EXHIBITS	3
4.	EASEMENTS	4
5.	UNIT BOUNDARIES	5
6.	APPURTENANCES TO UNITS	6
7.	MAINTENANCE, ALTERATION AND IMPROVEMENT	7
8.	ASSESSMENTS AND COMMON EXPENSES	8
9.	ASSOCIATION	9
10.	INSURANCE	10
11.	RECONSTRUCTION OR REPAIR AFTER CASUALTY	13
12.	USE RESTRICTIONS	16
13.	MAINTENANCE OF COMMUNITY INTERESTS	18
14.	PURCHASE OF UNITS BY ASSOCIATION	22
15.	RIGHTS OF DEVELOPER	22
16.	COMPLIANCE AND DEFAULT	23
17.	AMENDMENTS	24
18.	TERMINATION	26
19.	SEVERABILITY	27

EXHIBIT "A" - LEGAL DESCRIPTION AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 EXHIBIT "B" - PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND
 SHARE OF COMMON EXPENSES
 EXHIBIT "C" - ARTICLES OF INCORPORATION OF OPAL TOWERS WEST CONDOMINIUM
 ASSOCIATION, INC.
 EXHIBIT "D" - BY-LAWS OF OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.
 EXHIBIT "E" - 99 YEAR RECREATIONAL FACILITY LEASE (TERMINATED AND DELETED)

TABLE OF CONTENTS OF
ARTICLES OF INCORPORATION OF
OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	NAME	1
2.	PURPOSE	1
3.	POWERS	1
4.	MEMBERSHIP	2
5.	EXISTENCE	3
6.	SUBSCRIBERS	3
7.	OFFICERS	3
8.	DIRECTORS	3
9.	INDEMNIFICATION	4
10.	BY-LAWS	5
11.	AMENDMENT	5
12.	RESIDENT AGENT	6

TABLE OF CONTENTS OF
BY-LAWS OF OPAL TOWERS
CONDOMINIUM ASSOCIATION, INC.

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	IDENTITY	1
2.	MEMBERS' MEETINGS	1
3.	DIRECTORS	4
4.	POWERS AND DUTIES OF THE BOARD OF DIRECTORS	7
5.	OFFICERS	7
6.	FISCAL MANAGEMENT	9
7.	PARLIAMENTARY RULES	11
8.	AMENDMENTS	11

DESCRIPTION:

NAME: OPAL TOWERS WEST, A Condominium

LOCATION: 1150 Hillsboro Mile, Hillsboro Beach, Florida 33062

Maximum number of Units that may use facilities in common with the subject condominium 377

LEASING:

The development plan for Opal Towers West presently calls for the sale of all the Units to individual purchasers. However, the Developer, in its sole discretion, reserves the right to enter into lease or lease-purchase agreements on individual units, depending on existing market conditions.

DESCRIPTION OF THE CONDOMINIUM:

Schedule of Buildings:

The Condominium contains one building which contains 135 units.

Number of Bedrooms and Bathrooms in Each Unit:

Units whose numerical designations end with the digits "01" contain 3 Bedrooms and 2 Bathrooms.

Units whose numerical designations end with the digits "02", "03", "04", "05", "07", "08", "09", "10", "12", "14" and "16" contain 2 Bedrooms and 2 Bathrooms.

Units whose numerical designations end with the digits "06" and "11" contain 1 Bedroom and 1½ Bathrooms.

Units whose numerical designations end with the digits "15" contain 2 Bedrooms and 2 Bathrooms.

The total number of Units in this Condominium is 135.

Site Plan:

A copy of the site plan, attached as Exhibit "A" to the Declaration of Condominium, attached to and made a part of this Prospectus, shows the location of the residence building. That portion designated "recreation area", lying West of State Road A-1-A, is owned by the Association for the use of its members, subject to lease rights in favor of the members of Opal Towers Condominium Association, Inc. to use the dock facilities within said "recreation area" on the same terms and under the same conditions as the members of Opal Towers West Condominium Association, Inc. The strip of land designated in the site plan approximately 20.20 feet wide and located to the North of the Condominium, and containing parking area, is owned by Opal Towers Condominium Association, Inc. and leased to Opal Towers West Condominium Association, Inc. under a 99 year Lease. The consideration for said Lease is a Reciprocal Lease from Opal Towers West Condominium Association Inc. to Opal Towers Condominium Association, Inc. as to portions of that strip of land as shown on said site plan located East of State Road A-1-A and to the North of Opal Towers, a Condominium.

Estimated Latest Date of Completion:

The Condominium has been completed and a Certificate of Occupancy issued February 4, 1974.

DESCRIPTION OF THE RECREATIONAL AND OTHER COMMONLY USED FACILITIES THAT WILL BE USED ONLY BY UNIT OWNERS OF THE CONDOMINIUM

At the main entrance of the building is a lobby waiting room with an approximate floor area of 1,350 square feet. This room is shaped in the form of an "L", one section primarily used as a corridor and the other section used as a waiting or sitting room. This area has a capacity of approximately 75 people.

Located opposite of the lobby area is the office manager's office which has an approximate floor area of approximately 130 square feet and a capacity of approximately 8 people.

Directly South of the office manager's office is the mail room which has an approximate floor area of 143 square feet and a capacity of approximately 9 people.

Directly South of the mail room is located a storage room closet which has an approximate floor area of 65 square feet and a capacity of approximately 4 people.

Directly West of the storage room closet is located a public rest room which has an approximate floor area of 18 square feet and a capacity of approximately 1 person.

Directly West of the public rest room is a storage bin area which has an approximate floor area of 168 square feet and a capacity of app people

At the end of the corridor that is associated with the lobby North of that, is located a pingpong area which has an approximate floor area of 247 square feet and a capacity of approximately 10 people.

*# 130 sq ft
for 8 people*

Directly West of the pingpong area is a billiard room which has an approximate floor area of 342 square feet and a capacity of approximately 10 people.

*# 247 sq ft
10 people?*

Located directly West of the end of the corridor associated with the lobby area is the recreation room which has an approximate floor area of 1,131 square feet and a capacity of approximately 100 people.

Located at the east side of the recreation room is a kitchen area which has an approximate floor area of 38 square feet and a capacity of 3 people. This kitchen is equipped with a refrigerator, stove, dishwasher, disposal, and sink.

Located North and South of the kitchen area are small storage closets for dishes, etc.

Located South of the recreation room area are the men's and women's bathroom, shower, sauna bath areas that consist of an approximate floor area of 252 square feet each and have a capacity of approximately 5 people each.

Located directly South of the men's and women's bath facilities is the exercise room which has an approximate floor area 285 square feet and a capacity of approximately 15 people.

Located in the garage area on the lower level West of the elevators, is a maintenance room which has an approximate floor area of 325 square feet and a capacity of approximately 20 people.

Located North of the maintenance room is a storage bin area. This area consists of an approximate floor area of 531 square feet and has a capacity of approximately 15 people.

Located on the 2nd through 10th floors, directly South of the elevators, are the laundry rooms which contain an approximate floor area of 72 square feet each and have a capacity of approximately 7 people each.

Located East of the laundry rooms is the storage bin trash chute areas which has an approximate floor space of 130 square feet and a capacity of approximately 8 people.

Located North of the storage areas is a maintenance closet which has an approximate floor space of 20 square feet and a capacity of approximately 1 person.

Located at the Southwest corner of the property is a pool deck that has a dimension of 40' x 80'. The pool is located in the center of the pool deck and has a dimension of 20' x 40' with the depth ranging from 3'-6'. This pool has a capacity of approximately 40 people.

PERSONAL PROPERTY

There are no items of personal property that the Developer is committing to furnish for the recreational or other areas.

COMPLETION DATE

All recreational and other commonly used facilities are completed and in use.

OWNERSHIP

The recreational or other commonly used facilities not owned by the Unit Owners or by the Association are as follows:

1. The strip of land designated in the site plan, Exhibit "A" to the Declaration of Condominium, attached to and made a part of this Prospectus, approximately 20.20 feet wide and located to the North of the Condominium, and containing the parking area, is owned by Opal Towers Condominium Association, Inc., and leased to Opal Towers West Condominium Association, Inc. under a 99 year lease, a copy of which is attached to this Prospectus as Exhibit III. The length of the term of such lease is 99 years. Said lease is free from rent or other consideration than the Settlement Agreement entered into between the parties November 1, 1975, all as more particularly set forth in said Lease.
2. Beach access and beach use facilities are also leased to the Association under the above described Lease.

RECREATIONAL AND OTHER FACILITIES THAT WILL BE USED IN COMMON WITH OTHER CONDOMINIUMS

The 400 Lineal feet of docks located West of the condominium building and abutting the seawall on the Intracoastal Waterway are used in common with the members of Opal Towers Condominium Association, Inc. The facility is completed and in use. There are no items of personal property that Developer is committing to furnish for the recreational or other facilities. There are no additional facilities committed to be built.

CONTROL OF THE CONDOMINIUM ASSOCIATION

Article 8 of the Articles of Incorporation of OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., Exhibit "C" to the Declaration of Condominium attached to and made a part of this Prospectus and Article 3 of the By-Laws of the Condominium Association, Exhibit "D" to the Declaration of Condominium attached to and made a part of this Prospectus, contains provisions relating to control by any person other than Unit Owners, of the Association.

Exhibit III contains provisions relating to control by any person other than Unit Owners of any property that will be used by the Unit Owners that is not part of the Condominium property for which the expenses of maintenance, upkeep and operation are paid by the Unit Owners directly or indirectly as a mandatory condition of Unit Ownership.

ESTIMATED OPERATING BUDGET OF THE CONDOMINIUM AND UNIT OWNER'S EXPENSES,
OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.

See Exhibit II to this Prospectus.

PURCHASER'S ESTIMATED CLOSING EXPENSES

Purchaser shall pay for the following at the closing:

- a. State Documentary stamps in the amount of 30¢ per \$100.00 or fractional part thereof, and Florida Sur Tax in the amount of 55¢ per \$500.00 or fractional part thereof, to be affixed to the Warranty Deed.
- b. The cost of recording the Warranty Deed in the amount of \$4.00.
- c. All costs related to the issuance of title insurance and Escrow Disbursement Insurance, if required, unless the PURCHASER waives in writing such insurance. Such policy will not be furnished at the expense of the Developer. Unless title insurance is specifically waived in writing by the Purchaser prior to closing, the Purchaser shall pay the expense of the title insurance premium and all other incidental costs incurred in supplying the title insurance policy. The Developer shall not pay for the cost of the title insurance policy.
- d. All costs and fees payable in connection with any mortgage that PURCHASER may obtain for the purchase of the Unit, which cost is variable depending upon the mortgage lender.
- e. The sum of \$100.00 to OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., which represents PURCHASER'S initial capital contribution to the Association.
- f. PURCHASER'S prorated share of the monthly maintenance expenses attributable to PURCHASER'S Unit.
- g. Any utility deposits required as to the Unit.
- h. PURCHASER'S prorated share of the current years real estate taxes, if applicable.

DEVELOPER

The Developer of Opal Towers West, a Condominium, is Opal Towers Development Corp., a Florida Corporation. The chief operating officer directing the creation of the Condominium was Walter B. Schreiber, Jr. The entity presently directing the management and sale of the Condominium is Multicon of Florida Sales Corporation, a Florida corporation, and its chief operating officer is John B. Deinhardt. Multicon of Florida Sales Corporation's experience in this field results from its development or management of seven (7) different condominium projects located within the State of Florida. John B. Deinhardt's experience in this field is not only that of chief executive officer of Multicon of Florida Sales Corporation but that of officer and director of companies in the real estate development business which have designed and developed thousands of units in cities throughout the United States since 1949.

SUMMARY OF USE RESTRICTIONS

The units shall be used for single family residences only. The Common Elements and Limited Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Unit Owners, their guests and lessees. No nuisances shall be allowed upon the property nor shall any unusual practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No immoral, improper, offensive or unlawful use shall be made of the property, nor any part thereof, and all valid laws; zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The Association has and shall continue to have the right to promulgate rules and regulations limiting the use of Common Elements and Recreational Areas and Facilities to members of the Association and their respective families, guests, lessees, invitees and servants. The Leasing or rental of any Unit shall be only upon the approval of the Association.

Section 12, at page 16 of the Declaration of Condominium attached to and made a part of this Prospectus, contains the use restrictions and provides for the promulgation of reasonable rules and regulations by the Association. These rules and regulations presently prohibit children under the age of 14 from residing at the Condominium for more than a total of ninety (90) days per calendar year. Children are not permitted to play in walkways, parking areas, stairways, lounges, the dock, elevators nor to interfere with the operation of the elevators. Owners are responsible for the behavior of and financially responsible for damage caused by their children and the children of their guests and lessees. No children under 16 years of age may stay in apartments overnight without an adult in attendance. Children under 16 years of age must be accompanied by an adult when using any recreational facilities within the building. No diapered children are permitted in the pool. The office manager has full jurisdiction for determining recreation facilities hours for children when deemed necessary. No playpens, baby carriages, children's walkers and similar equipment are permitted in the pool or common areas.

Said rules and regulations also restrict pets. With the exception of seeing eye dogs, no pets are to be brought into the buildings by guests, lessees or other Owners at any time. Permission may be granted to an initial purchaser to retain an existing pet for the remainder of the pet's normal life span. These pets may not be replaced nor may subsequent purchasers have pets. Pets being transported by elevator must use the service elevator only. Pets may use only designated areas and owners must pick up and dispose of pet waste.

UTILITIES AND SERVICES

The Developer has made arrangements for all utilities, water supply, waste disposal, sewage and storm drainage with the Town of Hillsboro Beach, Broward County, and the appropriate private companies.

MANAGEMENT OF THE ASSOCIATION AND MAINTENANCE AND OPERATION OF THE CONDOMINIUM

The Association is managed by its Board of Directors. The Association maintains and operates the Condominium property and other property that will serve the Unit Owners of the Condominium as a mandatory condition of Unit Ownership. There are no contracts for such purposes having a service period in excess of one (1) year.

APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS

The apportionment of the Common Expenses and ownership of the Common Elements of the Condominium is based upon the relationship of the approximate square footage of the individual Unit as compared to the approximate total square footage of all Units, said percentages being set forth in Exhibit "B" to the Declaration of Condominium attached to and made a part of this Prospectus.

SCHEDULE OF EXHIBITS
TO THE PROSPECTUS

- I. DECLARATION OF CONDOMINIUM OF OPAL TOWERS WEST, A CONDOMINIUM
 - A. SITE PLAN AND LEGAL DESCRIPTION OF THE CONDOMINIUM AND FLOOR PLANS OF UNITS.
 - B. PERCENTAGE OF OWNERSHIP IN CONDOMINIUM PROPERTY, COMMON ELEMENTS AND COMMON SURPLUS.
 - C. ARTICLES OF INCORPORATION OF OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.
 - D. BY-LAWS OF OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.
- II. ESTIMATED OPERATING BUDGET FOR THE CONDOMINIUM AND THE REQUIRED SCHEDULE OF UNIT OWNERS' EXPENSES.
- III. LEASE AS TO PORTION OF PARKING AREA, BEACH ACCESS AND USAGE.
- IV. MEMORANDUM AGREEMENT OF RECREATION LEASE TERMINATION.
- V. FORM OF AGREEMENT FOR SALE OF UNIT.

DECLARATION OF CONDOMINIUM
OF
OPAL TOWERS WEST, A CONDOMINIUM

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned, OPAL TOWERS DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as the "Developer", being the owner of fee simple title of record to those certain lands located and situate in Broward County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the provisions of Chapter 711, of the Florida Statutes, hereinafter referred to as the "Condominium Act".

1. NAME

The name by which this condominium is to be identified is OPAL TOWERS WEST, a condominium.

EXHIBIT I

Prepared By and Return to: John Hume
Graham, Hodge & Swan, P.A.
3081 E. Commercial Boulevard
Fort Lauderdale, Florida
33308

PL 5002 001 162

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

- 2.1 Association means OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors.
- 2.2 Common Elements shall include:
 - (a) All of those items stated in the Condominium Act.
 - (b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.
 - (c) All Condominium property not included in the Units.
- 2.3 Common Expenses include:
 - (a) Expenses of administration and management of the Association and of the Condominium Property.
 - (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.
 - (c) The costs of carrying out the powers and duties of the Association.
 - (d) Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws of the Association.
 - (e) Any valid charge against the Condominium Property as a whole.
 - (f) The cost and expenses under the terms and provisions of the ninety-nine (99) year lease.
- 2.4 Condominium Parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.
- 2.5 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.
- 2.6 Lessor means the Owner of the recreation area unless the context otherwise requires.
- 2.7 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- 2.8 Ninety-nine (99) year lease means that certain lease attached hereto as Exhibit "E".

- 2.9 Recreation area means those lands which are subject to and more particularly described in the ninety-nine (99) year lease attached hereto as Exhibit "E". Additional recreational facilities may be included within the Common Elements, but for the purposes of this Declaration shall not be included within the definition "Recreation Area".
- 2.10 Unit means a part of the condominium property which is subject to private ownership.
- 2.11 Unit Owner or Owner of a Unit means the owner of a Condominium parcel.
- 2.12 Utility Services shall include but not be limited to electric power, gas, water, air conditioning, and garbage, sewerage disposal, cable television, together with all other public service and convenience facilities.

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

- 3.1 (Exhibit "A") The legal description of the land included in the Condominium and a Survey of the land and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are of sufficient detail to identify the Common Elements and each Unit and a relative location and approximate dimension.
- 3.2 (Exhibit "B") The percentage ownership schedule of the Common Elements and Common Surplus.
- 3.3 (Exhibit "C") The Articles Of Incorporation of the Association.
- 3.4 (Exhibit "D") The By-Laws of the Association.
- 3.5 (Exhibit "E") The ninety-nine (99) year lease.

4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service in order to serve the Condominium, provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by a Unit Owner.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3—Traffic An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

5. UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

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

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

5.2 The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

5.3 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

EXHIBIT II

OPAL TOWER WEST CONDOMINIUM ASSOCIATION, INC.

ESTIMATED OPERATING BUDGET

INCOME	1976	
	MONTHLY	ANNUAL
UNIT OWNERS ASSESSMENTS		
Maintenance Income	\$11,500.00	\$138,000.00
TOTAL INCOME	\$11,500.00	\$138,000.00
EXPENSES		
ADMINISTRATION OF ASSOCIATION		
Office/Bookkeeper Salaries	866.67	10,400.00
MANAGEMENT FEES		
	-0-	-0-
MAINTENANCE		
Porter and Maid Salaries	1,231.67	14,780.00
Maintenance Salaries	910.00	10,920.00
Grounds Maintenance	50.00	600.00
Exterminator	41.67	500.00
Elevator	330.00	3,960.00
Pool and Recreation	80.00	960.00
Building and Maintenance	375.00	4,500.00
TAXES UPON ASSOCIATION PROPERTY		
	-0-	-0-
TAXES UPON LEASED AREAS		
	375.00	4,500.00
INSURANCE		
	1,250.00	15,000.00
SECURITY PROVISIONS		
	1,916.67	23,000.00
OTHER EXPENSES		
Electric	1,750.00	21,000.00
Water	341.67	4,100.00
Sewer	566.67	6,800.00
Gas	133.33	1,600.00
Trash Removal	50.00	600.00
Telephone	80.00	960.00
Car Mileage	25.00	300.00
Legal & Accounting	333.33	4,000.00
Payroll Taxes & Insurance	368.33	4,420.00
Office Expense	141.66	1,700.00
Miscellaneous	116.66	1,400.00
OPERATING CAPITAL		
	-0-	-0-
RESERVE FOR DEFERRED MAINTENANCE		
	-0-	-0-
RESERVE FOR DEPRECIATION		
	166.67	2,000.00
OTHER RESERVES		
	-0-	-0-
TOTAL EXPENSE	<u>11,500.00</u>	<u>138,000.00</u>
GAIN (OR LOSS)	\$ <u>-0-</u>	\$ <u>-0-</u>

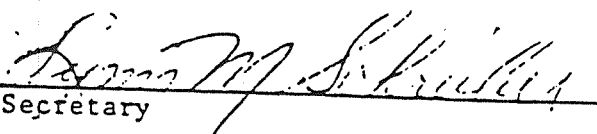
(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(c) Until the first election of directors, and so long as the initial directors designated in the Certificate of Incorporation shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original directors, and no meeting of the condominium Unit Owners nor any approval thereof need be had.

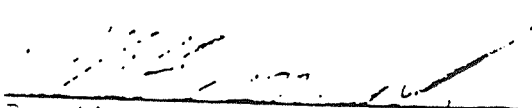
8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.2 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 Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium.

The foregoing were adopted as the By-Laws of The Association at the first meeting of the Board of Directors on the 7th day of Feb. 1974.


Secretary

Approved:


President

11 2005 0010

6.6 Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

6.7 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not later than thirty (30) days after its receipt by the Board.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

6.2 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 60 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining balance of the assessment upon notice to the Unit Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 The depository of the Association shall be such bank or savings & loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

115032
81

EXHIBIT III

LEASE

LEASE, made as of the / day of ^{November} -October, 1975, by and between OPAL TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as Lessor, and OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation of 1148 Hillsboro Mile, Hillsboro Beach, Florida, 33062, hereinafter referred to as Lessee, Witnesseth:

I

Upon the terms and conditions herein set forth, and in consideration of the execution by the parties of an Agreement in Settlement of even date herewith, Lessor does let, lease and demise unto Lessee, and Lessee does hereby lease of and from the Lessor, the property described as follows:

PARCEL I. A portion of Government Lot 4, Section 8, Township 48 South, Range 43 East, more particularly described as follows:

Commence at the intersection of the West right of way line of State Road 1A and a line 535 feet North of as measured at right angles and parallel to the South line of Section 8, Township 48 South, Range 43 East; thence run on an assumed bearing of North 8°00' 46" East along said West right of way line of State Road 1A for 383.75 feet to the Point of Beginning; thence run due West to a point on the East right of way line of the Intracoastal Waterway; thence run on an assumed bearing of North 1°57'36" East along the East right of way line of said Intracoastal Waterway to a point of intersection with a line 935 feet North of as measured at right angles and parallel to the South line of Section 8, Township 48 South, Range 43 East; thence run due East for approximately 216 feet to the West right of way line of State Road 1A, thence run on an assumed bearing of South 8°00'46" West along the West right of way line of State Road 1A for 20.20 feet to the Point of Beginning, said lands lying and being in Hillsboro Beach, Broward County, Florida.

PARCEL II. That portion of said Government Lot 4, situated East of a line running parallel to and 321.32 feet East of the East right of way line of State Road 1A and between a line parallel to and 935 feet North of (measured at right angles) the South line of said Section 8, and a line parallel to

B.1

10/11

and 928 feet North of (measured at right angles) the South line of said Section 8, together with all riparian rights incident thereto.

Together with the right and privilege to utilize the beach area situated East of the vegetation line on the Eastward side of the Opal Towers Condominium property, said line being indicated on Page 1A of Exhibit A to the Declaration of Condominium of Opal Towers, subject to the same rules and regulations and with the same opportunities for such use as shall be possessed by apartment owners in Opal Towers. Provided, however, that Lessor shall maintain such beach area at its expense.

To have and to hold unto Lessee for a term of 99 years from the date hereof, free from any rent or other consideration than the Settlement Agreement above mentioned, but subject to any restrictions, easements, or reservations of record, and subject to the reservation in Lessor of an unlimited right of use of Parcel I by Lessor's apartment owners and their guests for pedestrian travel to and from the Intracoastal Waterway and the Opal Towers Condominium property.

II

Upon the execution of this Lease by Lessor and Lessee, Lessee shall be placed in peaceful possession of said property and shall continue in possession and control thereof for the term provided herein. Provided, however, that such possession and use shall not be for any immoral or illegal purpose, or any business or occupational use, and shall in no way be such as to interfere with or disturb the possession and enjoyment by unit owners and their guests of their adjoining condominium property.

III

Lessee shall maintain and keep in good repair, including any needed replacements, the leasehold premises and shall keep them insured as part of the common elements of its condominium property, including property damage and personal injury liability insurance of not less than One Hundred Thousand Dollars (\$100,000) in respect of bodily injury or death to any one person, and of not less than Three Hundred Thousand Dollars (\$300,000) in respect of any one accident, and not less than Ten Thousand Dollars (\$10,000) property damage arising out of any one accident. All such liability policies shall name Lessor as well as Lessee as the insureds as their respective interests may appear and a certificate evidencing same shall be delivered to Lessor.

IV

Lessee shall pay all real estate taxes and special assessments which shall be levied against the leasehold land, insofar as same are segregated from the common elements of Lessor and separately assessed, together with any interest, penalties and charges levied in connection therewith.

V

Lessee shall make deposits for and pay all bills and charges for all utilities and services used in and about the demised premises, including, but not limited to, water, sewerage, gas, electricity, telephone, and any other type of utility, or any other type of service charges.

VI

Lessee may make improvements or alterations on the demised premises at any time during the term of this Lease at its sole cost and expense, provided same are in furtherance of and consistent with the present use being made of the demised premises.

VII

Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising from the term of this Lease, for any personal injury, loss of life, and/or damages to property sustained in, or about the leased premises and from and against all costs, attorney's fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings, brought thereon, and from and against any order or judgments which may be entered therein.

VIII

It is further covenanted and agreed that Lessee, in acquiring this Lease, has done so as the result of a personal inspection of the premises by its duly authorized representative, and that no oral representations of any kind or nature whatsoever have been made by Lessor, and that Lessee accepts the premises in their present condition.

IX

It is further covenanted and agreed that Lessee shall not, during the term of this Lease, sublease any portion of the demised premises or grant a right of use thereof to others than owners of apartments in Lessee's condominium association, its employees and their guests.

IN WITNESS WHEREOF, the undersigned have executed this Lease, effective the day and year first above written.

LESSOR:

OPAL TOWERS CONDOMINIUM ASSOCIATION, INC.

By: Daniel Noto
Dan Noto, President

George Duke
George Duke, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

LESSEE:

OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.

By: John B. Deinhardt
John B. Deinhardt, President

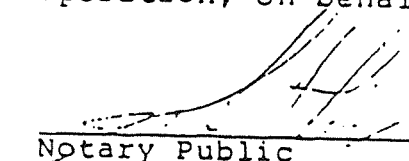
Christina S. ...
secretary



The foregoing instrument was acknowledged before me this 14 day of December, 1975, by Dan Noto, President,

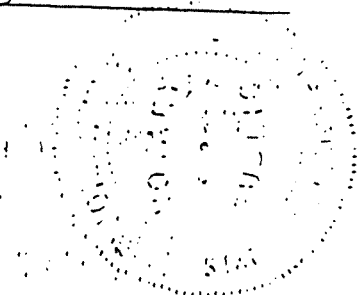
827 BNC 6610 115
6490
7288

and George Duke, Secretary, of Opal Towers Condominium Association, Inc., a Florida non-profit corporation, on behalf of the corporation.


Notary Public

My Commission Expires:

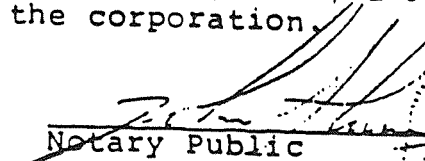
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES ON FEBRUARY 15, 1976
BONDED INTO GENERAL INSURANCE UNDERWRITERS



STATE OF FLORIDA

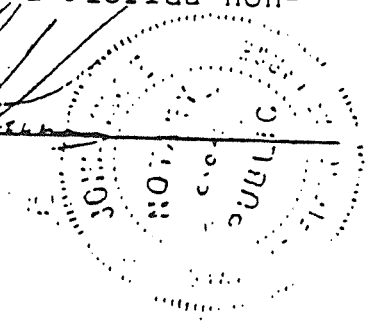
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of December, 1975, by John B. Deinhardt, President, and George Duke, Secretary, of Opal Towers West Condominium Association, Inc., a Florida non-profit corporation, on behalf of the corporation.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES ON FEBRUARY 15, 1976
BONDED INTO GENERAL INSURANCE UNDERWRITERS



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

OFF 6489 PART 229

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ as _____ of OPAL TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ as _____ of OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

18. TERMINATION

17.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of mortgages on such Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record Owners of all mortgages upon any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

17.5 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

(c) Payment. The purchase price shall be paid in cash, Provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

18.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

18.4 Shares of Owners after termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

18.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration
this 6th day of February, 1974.

Signed, Sealed and Delivered
in the Presence of:

[Signature]

[Signature]

BY: [Signature]
President

ATTEST: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF Howard)

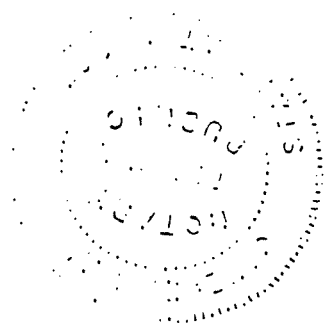
BEFORE ME, the undersigned authority, personally appeared [Signature] and [Signature] President and Secretary, respectively, of OPAL TOWERS DEVELOPMENT CORP., a Florida corporation, to me well known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the fact and deed of said corporation.

WITNESS my hand and official seal at
this 6th day of February, 1974. County, Florida,

[Signature]
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at large
My Commission Expires Aug. 26, 1977



115632-789

- 3.6 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- 3.7 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.
- 3.8 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.
- 3.9 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.
- 3.10 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- 3.11 The order of business at directors' meetings shall be:
- (a) Calling of roll.
 - (b) Proof of the notice of meeting.
 - (c) Reading and disposal of any unapproved minutes.
 - (d) Reports of officers and committees.
 - (e) Election of officers.
 - (f) Unfinished business.
 - (g) New business.
 - (h) Adjournment.

3.12 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds of the entire membership of the Association, provided, directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as directors.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

(a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.

(b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service; security alarm system and the like, provided, however, that the term of period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

5. OFFICERS

5.1 The officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds of the directors present at any duly constituted meeting.

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

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

5.4 The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notice to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all duties incident to his office and as may be required by the directors or the President. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to his office.

5.5 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or director.

115002
012

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation of the Association shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Association.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

3.5 The Association is specifically empowered to merge with OPAL TOWERS CONDOMINIUM ASSOCIATION, INC. upon the approval of a Plan of Merger by the Board of Directors of the Association.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium, hereinafter referred to as "Units", and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit he owns.

1151032 Page 1811

5. EXISTENCE

The Association shall have perpetual existence.

6. SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

- Walter B. Schreiber, Jr. 304 N. Rainbow Drive, Hollywood, Florida
- Opal Schreiber 1149 N. Hillsboro Mile, Hillsboro Beach, Florida
- Lynn M. Schreiber c/o 1150 N. Hillsboro Mile, Hillsboro Beach, Florida

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Vice-President. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- President - Walter B. Schreiber, Jr. 304 N. Rainbow Drive, Hollywood, Florida
- Vice-President - Opal Schreiber 1149 N. Hillsboro Mile, Hillsboro Beach Florida
- Secretary/Treasurer - Lynn M. Schreiber c/o 1150 N. Hillsboro Mile, Hillsboro Beach, Florida

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) Directors who need not be members of the Association, and thereafter the membership of the Board shall consist of not less than five (5) Directors; provided, however, that the Board shall consist of an odd number of members.

115632 111801

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

8.3 The first election of Directors shall not be held until OPAL TOWERS DEVELOPMENT CORP., hereinafter called the "Developer", has closed the sales of all of the Units. The Directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and such successor Directors, need not be members of the Association.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Walter B. Schreiber, Jr.	304 N. Rainbow Drive,	Hollywood, Florida
Opal Schreiber	1149 N. Hillsboro Mile,	Hillsboro Beach, Florida
Lynn M. Schreiber	c/o 1150 N. Hillsboro Mile,	Hillsboro Beach, Florida

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

TOWERS RECORD

10. BY-LAWS

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

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be either by:

(a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own any Units in the Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.

12. RESIDENT AGENT

The corporation hereby appoints Walter B. Schreiber, Jr., located at 1150 N. Hillsboro Mile, Hillsboro Beach, Florida as its agent to accept service of process within this State.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 6th day of February, 1974.

Diana C. Hickman
June E. Walker

Walter B. Schreiber, Jr.

Diana C. Hickman
June E. Walker

Opal Schreiber

June E. Walker
Karen J. Dupont

Lynn M. Schreiber

MEMORANDUM AGREEMENT IN SETTLEMENT

AGREEMENT made, effective as of the 1 day of April, 1976, by and between OPAL TOWERS DEVELOPMENT CORP., hereinafter referred to as "Developer", OPAL TOWERS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "Opal Towers", OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "Opal Towers West", all of them Florida corporations with offices in Broward County, Florida,

WITNESSETH:

1. Developer, Opal Towers and Opal Towers West have executed and closed a certain "Agreement in Settlement", dated effective November 1, 1975, which Agreement is incorporated herein by this reference to the same extent as if all provisions thereof were set forth in full herein.

2. Under that Agreement in Settlement, Developer and Opal Towers agreed to terminate that certain Recreational Facility Lease between them, recorded in Official Records Book 4643, at Page 449, as amended by First Amendment recorded in Official Records Book 5938, at Page 52, of the Public Records of Broward County, Florida, and the parties hereby acknowledge that said agreement to terminate has been fully consummated and that said Lease is terminated.

3. Under that Agreement in Settlement, Developer and Opal Towers West agreed to terminate that certain Recreational Facility Lease between them, recorded in Official Records Book 5632, at Page 817, of the Public Records of Broward County, Florida, and the parties hereby acknowledge that said agreement to terminate has been fully consummated and that said Lease is terminated.

4. This Memorandum Agreement in Settlement is made and recorded for the purpose of further evidencing the termination of said Recreational Facility Leases. The lands subject to said Leases have been conveyed to Opal Towers and Opal Towers West, respectively, by Deeds recorded in Official Records Book 6433, at Page 297 and Official Records Book 6439, at Page 725, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Alvin M. Thomas

OPAL TOWERS DEVELOPMENT CORP., a Florida corporation

BY: [Signature]

George J. Turner

[Signature]

OPAL TOWERS CONDOMINIUM ASSOCIATION, INC. a Florida corporation

BY: [Signature] President

Reginald Madson

Chris Carlson

OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation

BY: [Signature] B. 110

Frances H. Brown

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 14 day of April, 1976 by William B. Depriate as President of OPAL TOWERS DEVELOPMENT CORP., a Florida corporation, on behalf of said corporation.

Frances T. [Signature]
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Dec. 4, 1976
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of April, 1976, by E. Jones as President of OPAL TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

Regina Haddock
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 5, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 1 day of April, 1976, by John B Deubardt as President of OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

Christian E. Pulso
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13th 1977.

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared

WALTER B. SCHREIBER, JR. & OPAL SCHREIBER, & LYNN M. SCHREIBER
who, after being duly sworn, acknowledged that they executed the foregoing
Articles of Incorporation for the purposes expressed in such Articles
this 6th day of February, 1974.

My Commission Expires:

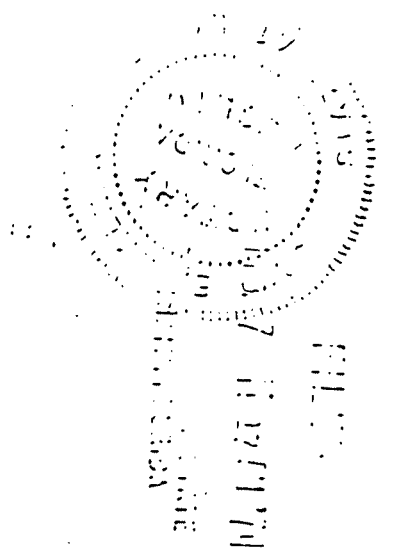
Notary Public, State of Florida at Large
My Commission Expires Aug. 26, 1977
Bonded by American Fire & Casualty Co.

Jane E. Walker
Notary Public, State of Florida at Large

I hereby accept appointment as Resident Agent.

BY: *[Signature]*

Resident Agent



17. AMENDMENTS

16. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Rules and Regulations adopted pursuant to those documents, and as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of the Declaration shall be enforceable, equitable, servitudes and shall run with the land and shall be effective until the Declaration is revoked.

Additionally, the Association shall be entitled to the following relief:

16.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

16.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

16.3 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
OPAL TOWERS WEST, A CONDOMINIUM
PART OF THE DEVELOPMENT KNOWN AS OPAL TOWERS

Certificate of Architect made this 29 day of January 1974.


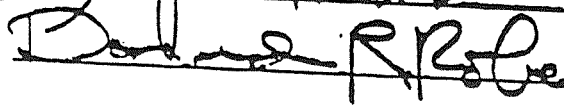
I, Carl A. Petersen, AIA, Architect, Registration No. 2466, of the State of Florida, certify that the following statements are true and correct.


1. I am an Architect licensed to practice in the State of Florida.
2. This Certificate is made as to OPAL TOWERS WEST, a Condominium, located at Hillsboro Beach, Florida, and in compliance with Section 711.08 (1) and (3), Florida Statutes.
3. The following Exhibits to the Declaration of Condominium:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
A (Page 1A)	Site Plan and First Floor Plan
(Page 2A)	Basement Parking Plan and Typical Floor Plan for Second Floor through Tenth Floor
(Page 3A)	Floor Plan for Unit A and Floor Plan for Unit D
(Page 4A)	Floor Plan for Unit B and Unit E

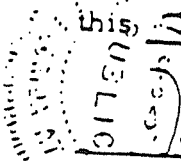
together with the wording of the Declaration constitute a correct representation of the improvements of the Condominium as it now exists and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

Witnesses:


CARL A. PETERSEN

Sworn to and subscribed before me
this 29 day of January, 1974.

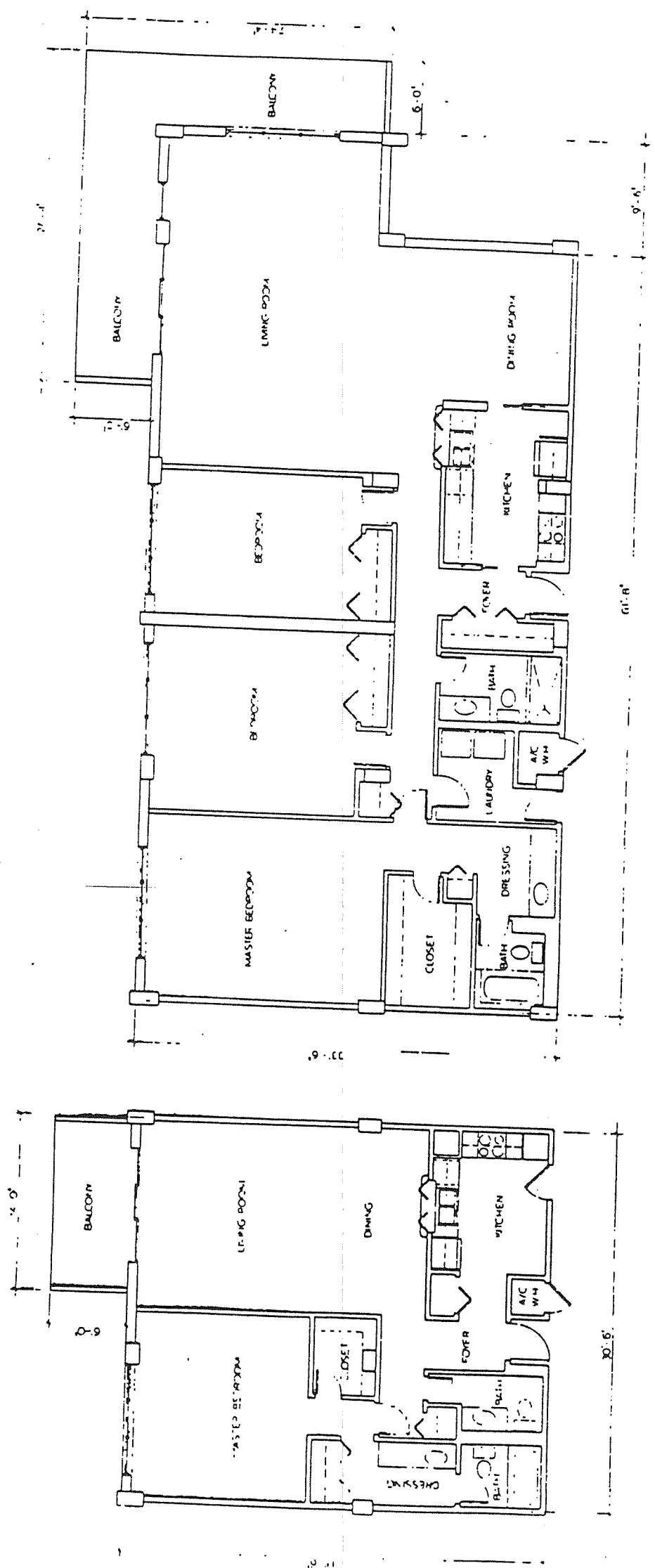


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 5, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

M15032 PAGE 790



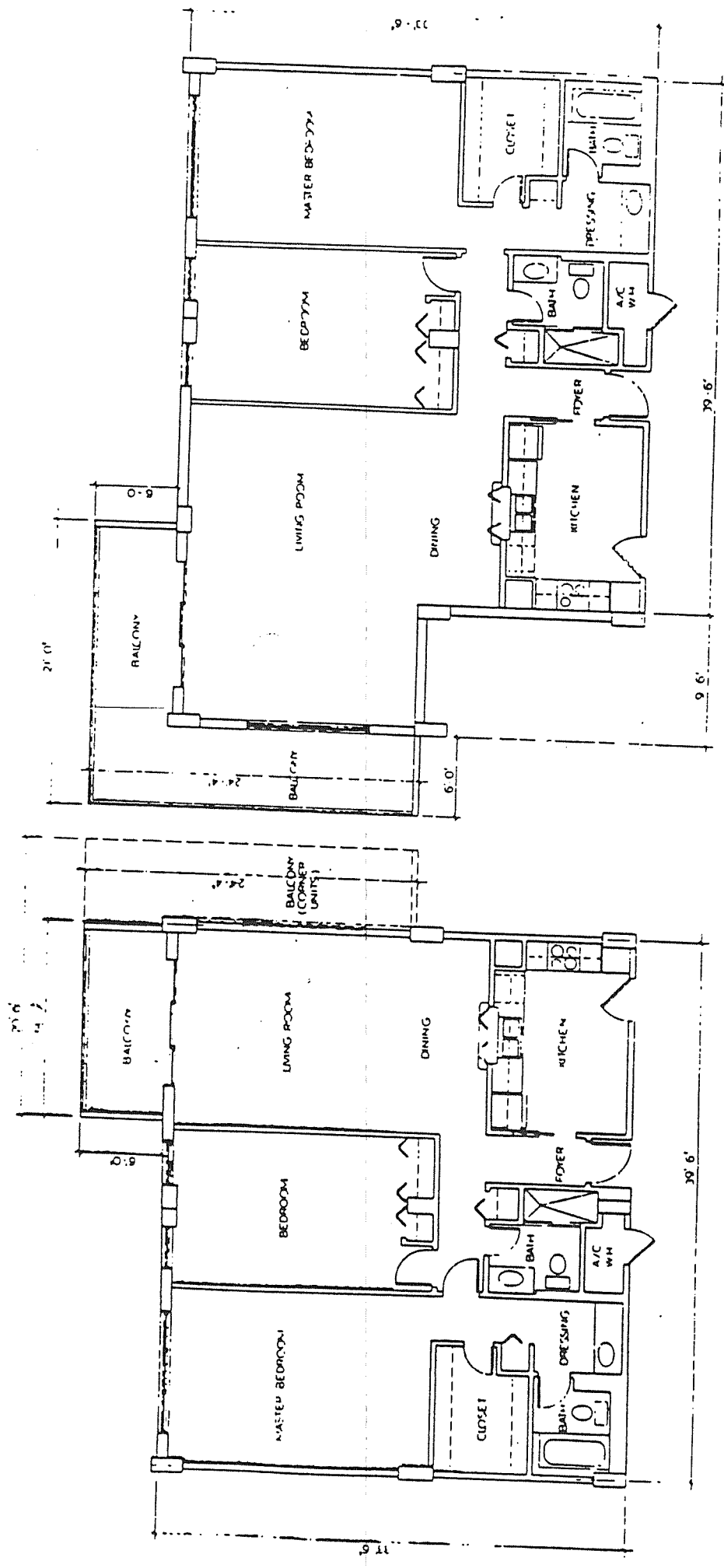
PLF 5632 WGT 794

NO.	DATE	BY	APP. BY	REVISION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

CARL A. PETERSEN
DAVID E. MARTIN

A.I.A.
A.I.A.

EXHIBIT V
UNIT B
UNIT E



PH 5632 PAGE 793

EXHIBIT B

PERCENTAGE OF OWNERSHIP IN CONDOMINIUM
PROPERTY COMMON ELEMENTS AND COMMON SURPLUS

<u>Apartment Number</u>	<u>Percentage</u>	<u>Apartment Number</u>	<u>Percentage</u>
201 I	.01215	511 I	.00554
202 I	.00725	512 I	.00725
203 I	.00725	514 I	.00725
204 I	.00725	515 I	.00813
205 I	.00725	516 I	.00725
206 I	.00554		
207 I	.00725	601 I	.01215
208 I	.00725	602 I	.00725
209 I	.00725	603 I	.00725
210 I	.00725	604 I	.00725
211 I	.00554	605 I	.00725
212 I	.00725	606 I	.00554
214 I	.00725	607 I	.00725
215 I	.00813	608 I	.00725
216 I	.00725	609 I	.00725
		610 I	.00725
301 I	.01215	611 I	.00554
302 I	.00725	612 I	.00725
303 I	.00725	614 I	.00725
304 I	.00725	615 I	.00813
305 I	.00725	616 I	.00725
306 I	.00554		
307 I	.00725	701 I	.01215
308 I	.00725	702 I	.00725
309 I	.00725	703 I	.00725
310 I	.00725	704 I	.00725
311 I	.00554	705 I	.00725
312 I	.00725	706 I	.00554
314 I	.00725	707 I	.00725
315 I	.00813	708 I	.00725
316 I	.00725	709 I	.00725
		710 I	.00725
401 I	.01215	711 I	.00554
402 I	.00725	712 I	.00725
403 I	.00725	714 I	.00725
404 I	.00725	715 I	.00813
405 I	.00725	716 I	.00725
406 I	.00554		
407 I	.00725	801 I	.01215
408 I	.00725	802 I	.00725
409 I	.00725	803 I	.00725
410 I	.00725	804 I	.00725
411 I	.00554	805 I	.00725
412 I	.00725	806 I	.00554
414 I	.00725	807 I	.00725
415 I	.00813	808 I	.00725
416 I	.00725	809 I	.00725
		810 I	.00725
501 I	.01215	811 I	.00554
502 I	.00725	812 I	.00725
503 I	.00725	814 I	.00725
504 I	.00725	815 I	.00813
505 I	.00725	816 I	.00725
506 I	.00554		
507 I	.00725	901 I	.01215
508 I	.00725	902 I	.00725
509 I	.00725	903 I	.00725
510 I	.00725	904 I	.00725

115592
201
735

<u>Apartment Number</u>	<u>Percentage</u>
905 I	.00725
906 I	.00554
907 I	.00725
908 I	.00725
909 I	.00725
910 I	.00725
911 I	.00554
912 I	.00725
914 I	.00725
915 I	.00813
916 I	.00725
1001 I	.01216
1002 I	.00725
1003 I	.00725
1004 I	.00725
1005 I	.00725
1006 I	.00554
1007 I	.00725
1008 I	.00725
1009 I	.00725
1010 I	.00725
1011 I	.00554
1012 I	.00725
1014 I	.00725
1015 I	.00813
1016 I	.00725

STATE OF FLORIDA

DEPARTMENT OF STATE



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

CERTIFICATE OF INCORPORATION

OF

OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 7th day of February A.D., 1974 as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 7th day of February A.D., 1974

Richard (Dick) Stone
SECRETARY OF STATE

6. APPURTENANCES TO UNITS

6.1 The owner of each Unit shall own an undivided share and certain interest in the Condominium Property, of which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and Common Elements being as designated and set forth in an Exhibit "B" attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Storage Space, if available, shall be assigned so as to provide at least one such space to the exclusive use of each Unit Owner.

(b) Automobile Parking Space. Parking spaces shall be assigned pursuant to the rules and regulations of the Association so as to provide parking for one automobile per Unit. In the event a specific parking space is assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said designated parking space shall pass as an appurtenance to the Unit, and the Association shall not thereafter reassign or change the said Unit Owner's parking space without his written consent, provided, further, said Unit Owner shall not transfer or assign use of the said parking space except in connection with the sale of the condominium Units. Unassigned parking spaces may be leased or assigned by the Board of Directors of the Association in their sole discretion.

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions;

9.1 Membership in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as an Exhibit "C" and made a part hereof.

9.3 By-Laws. A copy of the By-Laws of the Association is attached as an Exhibit "D" and made a part hereof.

9.4 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

9.5 Restraint upon assignment of shares and assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.6 Merger of Association. The Articles and By-Laws of the Association shall specifically empower the Association to merge with the existing Opal Towers Condominium Association, Inc. Said merger shall be for purposes of management and administration only and shall in no way change the percentage share of Common Expenses and Common Surplus of the Unit Owners as specified in Exhibit "B".

10. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and for their personal liability and living expense and such insurance shall not be the responsibility of the Condominium Association.

10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. 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 vehicles, owned, and non-owned vehicle coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's compensation insurance to meet the requirements of law.

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

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on account of damage to Common Elements and Limited Common Elements; An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to his Unit.

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

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit 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 any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events.

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

10.6 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) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

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

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit 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 Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to reconstruct or repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage

(1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is a building, and if Units to which more than sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within sixty (60) days after the casualty, the Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

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

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building, by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

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

11.4 Estimates of cost. Immediately after a determination is made 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.

11.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's obligation for Common Expenses.

11.6 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 Unit 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 the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, 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 them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit 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 - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request to the Insurance Trustee by a mortgagee that 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 provided for the reconstruction and repair of major damage.

(2) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

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

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit 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 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 required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

MS5532 7/16

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. Each of the Units shall be occupied only as a single family private dwelling. Except as reserved to Developer, no Unit may be divided or subdivided into a smaller Unit.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that 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 Condominium 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 Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. After approval by the Association required herein, entire Units May be rented provided the occupancy is only by the Lessee, his family and guests, provided that no Unit shall be leased to an unmarried person under the age of twenty-five (25) years, except with the express written consent of the Board of Directors of the Association, or of the Developer, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a Unit may not thereafter be revoked or terminated without the consent of the Unit Owner; nor shall any leased Unit be occupied, permanently, or temporarily, by any unmarried person under the age of Twenty-five (25) years, except with the express written consent of the Association or of the Developer. No rooms may be rented and no transient tenants shall be accommodated in any Unit, nor shall any lease of any Unit release or discharge the Owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit he may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of a Unit, and to the Association as to any Unit which it may own.

12.7 Prohibited Vehicles. No trucks, motorcycles, trailers, camper type vehicles or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owners, or residents.

12.8 Interior hallways. All doors between Units and interior hallways shall be kept closed at all times when not being used for ingress or egress. Screens or screen doors on entrances between Units and interior corridors are prohibited unless specifically authorized by the Association.

12.9 Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.10 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, Common Elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Transfers subject to approval. No Unit Owner, except the Developer, may either acquire or dispose of any Unit by sale, lease, gift, devise inheritance, or other transfer of title or possession without the written consent of the Association except as hereinafter provided. In the event of transfer of title by operation of law the continued ownership is subject to the written approval of the Association except as hereinafter provided.

13.2 Approval by Association. The written approval of the Association that is required for the transfer of title of a Unit shall be obtained in the following manner:

(a) Notice to Association.

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

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

(3) Gift, devise, inheritance, or other transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

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

115632-779

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association.

(3) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(c) Approval of corporate owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Association.

(d) Screening Fees. The Association shall require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee shall be a reasonable fee to be set from time to time by the Association.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner.

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

13.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation or any limited partner or general partner shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section, and without the approval of the Association.

13.6 Unauthorized transactions. Any sale, mortgage, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

13.7 Notice of lien or suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

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

13.8 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of objection to the written consent otherwise required by this section and the Association upon demand shall forthwith deliver consent in recordable form.

87366937

CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF OPAL TOWERS WEST CONDOMINIUM
ASSOCIATION, INC.
(as originally recorded in Official Records Book 5632
at Page 811 of the Public Records of Broward County, Florida)

WE HEREBY CERTIFY THAT the following amendment to the Bylaws of OPAL TOWERS WEST CONDOMINIUM ASSOCIATION, INC. as described in Book 5632 at Page 811 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article 8 Section (a) of the Bylaws, that is by proposal of 75% of the Board of Directors and approval by 51% of the members of the Association at a meeting held March 3, 1987.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

- (c) To prevent the leasing of any unit for a period of less than twelve months.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of August, 1987, at Wilton Beach Broward County, Florida.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

On this 10 day of August, 1987, personally appeared JOHN S. SHULTE and ELSA J. NELSON, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 24, 1990
BONDED THRU FLORIDA NOTARY SERVICES

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

LAW OFFICES

17 AUG 26 AM 9:22

BK14745600375

3. DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association, and thereafter the membership of the Board shall consist of not less than five (5) directors. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall consist of an odd number of members, and provided, further, that following the term of office of the first Board of Directors, the Board shall never consist of less than five (5) members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, commencing with the annual meeting on the First Tuesday of February following the year in which the Developer relinquishes control of the Association.

(b) The Board of Directors may, at its discretion, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such a committee, the committee shall be designated not less than thirty (30) days prior to the annual meeting, and shall be charged with the duty of nominating one person for each director to be elected, provided, however, additional nominations shall be received from the floor prior to elections at the annual meeting.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

115602

16. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Rules and Regulations adopted pursuant to those documents, and as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of the Declaration shall be enforceable, equitable, servitudes and shall run with the land and shall be effective until the Declaration is revoked.

Additionally, the Association shall be entitled to the following relief:

16.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

16.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

16.3 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
OPAL TOWERS WEST, A CONDOMINIUM
PART OF THE DEVELOPMENT KNOWN AS OPAL TOWERS

Certificate of Architect made this 29 day of January 1974.

I, Carl A. Petersen, AIA, Architect, Registration No. 2466, of the State of Florida, certify that the following statements are true and correct.

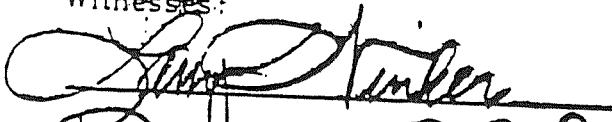

1. I am an Architect licensed to practice in the State of Florida.
2. This Certificate is made as to OPAL TOWERS WEST, a Condominium, located at Hillsboro Beach, Florida, and in compliance with Section 711.08 (1) and (3), Florida Statutes.

3. The following Exhibits to the Declaration of Condominium:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
A (Page 1A)	Site Plan and First Floor Plan
(Page 2A)	Basement Parking Plan and Typical Floor Plan for Second Floor through Tenth Floor
(Page 3A)	Floor Plan for Unit A and Floor Plan for Unit D
(Page 4A)	Floor Plan for Unit B and Unit E

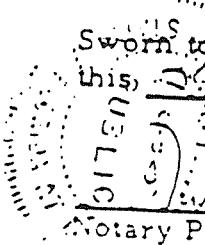
together with the wording of the Declaration constitute a correct representation of the improvements of the Condominium as it now exists and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

Witnesses:

 CARL A. PETERSEN

Sworn to and subscribed before me
 this 29 day of January, 1974.

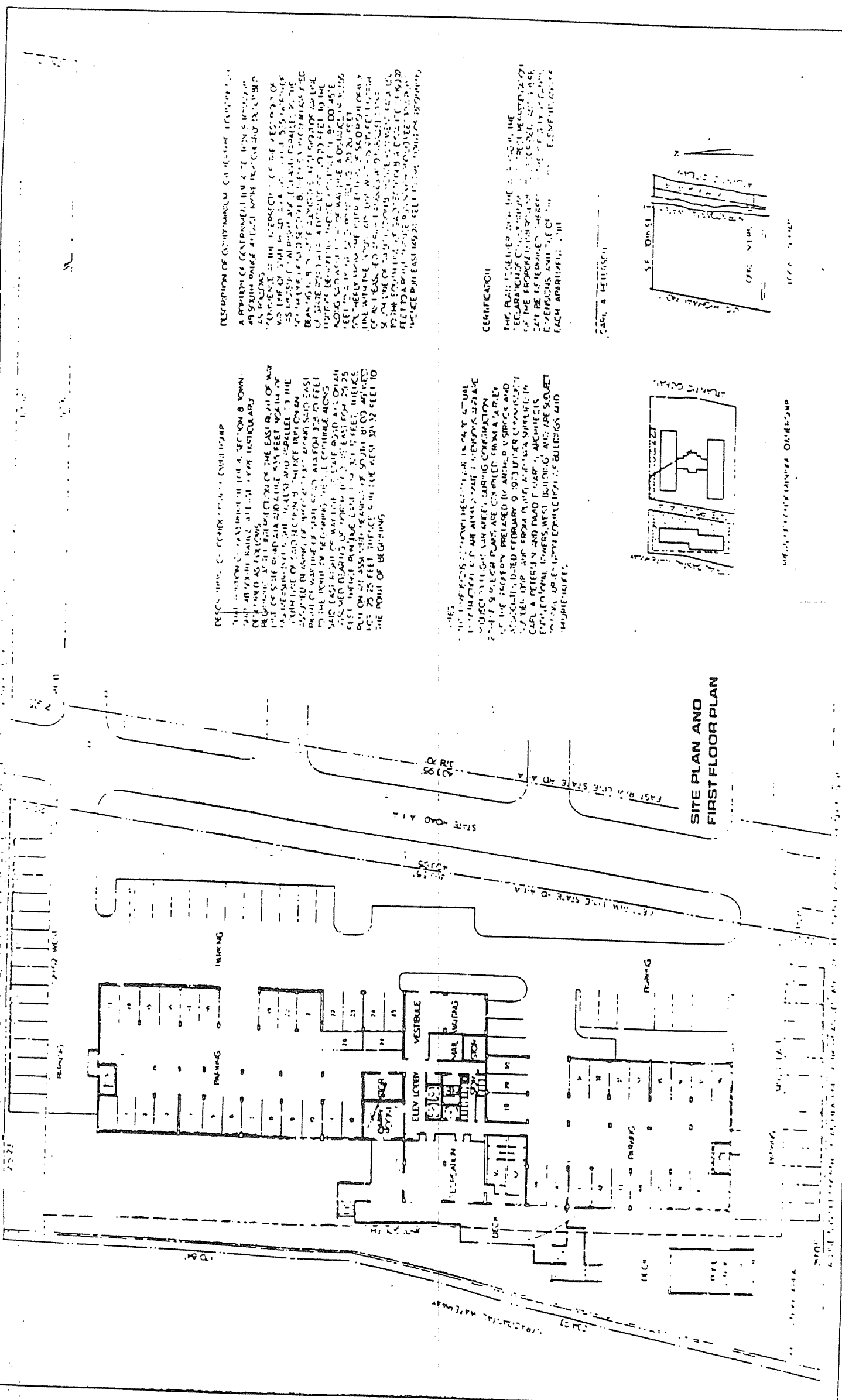


 Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES OCT. 5, 1976
 BONDED THROUGH CENTRAL INSURANCE UNDERWRITERS

M15632 PSE 790

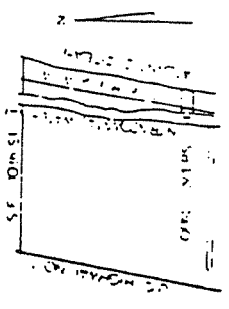


RESUBMISSION OF CONSTRUCTION CONTRACT DOCUMENTS TO A COMMITTEE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, FOR REVIEW AND APPROVAL OF THE PROPOSED CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN.

CERTIFICATION

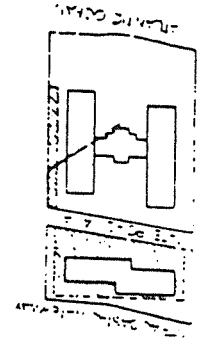
I, THE UNDERSIGNED, ARCHITECT, DO HEREBY CERTIFY THAT THE PLANS SUBMITTED WITH THESE DOCUMENTS ARE THE PREPARED AND CORRECT REPRESENTATION OF THE PROPOSED CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN, AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF CALIFORNIA.

CARL A. PETERSEN

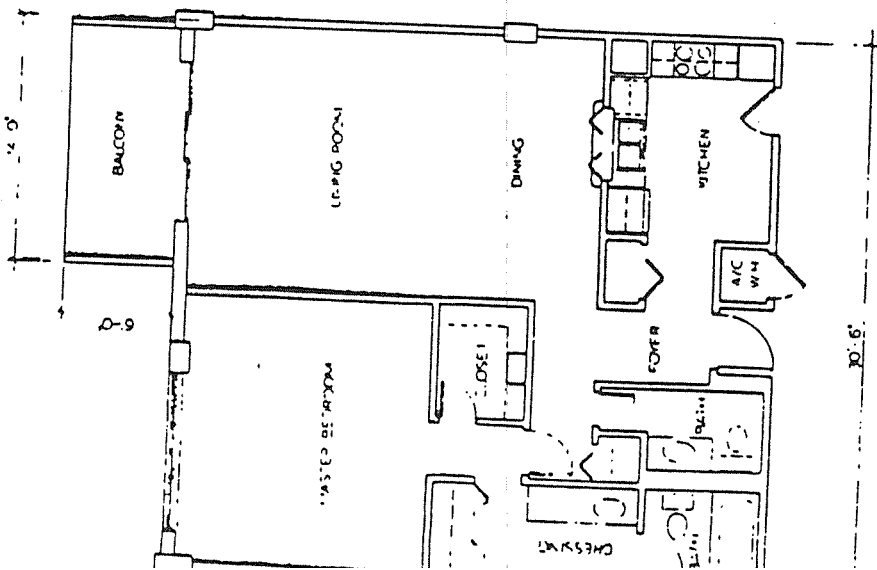


THE UNDERSIGNED ARCHITECT DO HEREBY CERTIFY THAT THE ACTUAL CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN IS IN ACCORDANCE WITH THE PLANS SUBMITTED WITH THESE DOCUMENTS, AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF CALIFORNIA.

I, THE UNDERSIGNED, ARCHITECT, DO HEREBY CERTIFY THAT THE PLANS SUBMITTED WITH THESE DOCUMENTS ARE THE PREPARED AND CORRECT REPRESENTATION OF THE PROPOSED CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN, AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF CALIFORNIA.

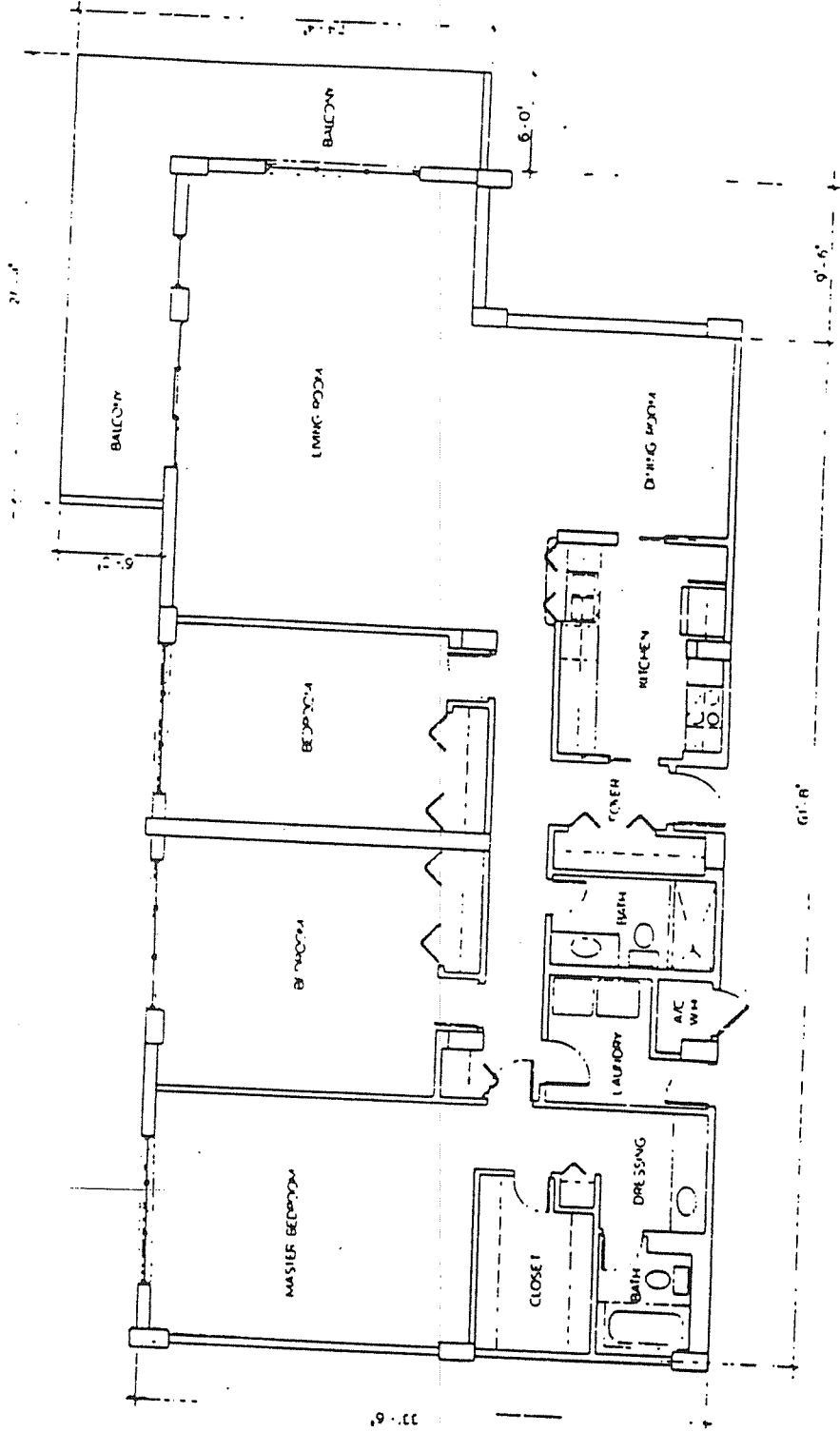


SITE PLAN AND FIRST FLOOR PLAN



UNIT E

PRF 563



UNIT E

HIBIT A
 THE CITY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF PUBLIC UTILITIES

CARL A. PETERSEN
 A.I.A.
 DAVID E. MARTIN
 A.I.A.

DATE: 05/03/00
 SHEET: 4 OF 11

EXHIBIT B

PERCENTAGE OF OWNERSHIP IN CONDOMINIUM
PROPERTY COMMON ELEMENTS AND COMMON SURPLUS

<u>Apartment Number</u>	<u>Percentage</u>	<u>Apartment Number</u>	<u>Percentage</u>
201 I	.01215	511 I	.00554
202 I	.00725	512 I	.00725
203 I	.00725	514 I	.00725
204 I	.00725	515 I	.00813
205 I	.00725	516 I	.00725
206 I	.00554		
207 I	.00725	601 I	.01215
208 I	.00725	602 I	.00725
209 I	.00725	603 I	.00725
210 I	.00725	604 I	.00725
211 I	.00554	605 I	.00725
212 I	.00725	606 I	.00554
214 I	.00725	607 I	.00725
215 I	.00813	608 I	.00725
216 I	.00725	609 I	.00725
		610 I	.00725
301 I	.01215	611 I	.00554
302 I	.00725	612 I	.00725
303 I	.00725	614 I	.00725
304 I	.00725	615 I	.00813
305 I	.00725	616 I	.00725
306 I	.00554		
307 I	.00725	701 I	.01215
308 I	.00725	702 I	.00725
309 I	.00725	703 I	.00725
310 I	.00725	704 I	.00725
311 I	.00554	705 I	.00725
312 I	.00725	706 I	.00554
314 I	.00725	707 I	.00725
315 I	.00813	708 I	.00725
316 I	.00725	709 I	.00725
		710 I	.00725
401 I	.01215	711 I	.00554
402 I	.00725	712 I	.00725
403 I	.00725	714 I	.00725
404 I	.00725	715 I	.00813
405 I	.00725	716 I	.00725
406 I	.00554		
407 I	.00725	801 I	.01215
408 I	.00725	802 I	.00725
409 I	.00725	803 I	.00725
410 I	.00725	804 I	.00725
411 I	.00554	805 I	.00725
412 I	.00725	806 I	.00554
414 I	.00725	807 I	.00725
415 I	.00813	808 I	.00725
416 I	.00725	809 I	.00725
		810 I	.00725
501 I	.01215	811 I	.00554
502 I	.00725	812 I	.00725
503 I	.00725	814 I	.00725
504 I	.00725	815 I	.00813
505 I	.00725	816 I	.00725
506 I	.00554		
507 I	.00725	901 I	.01215
508 I	.00725	902 I	.00725
509 I	.00725	903 I	.00725
510 I	.00725	904 I	.00725

RECORDED
2007-02-23