

This Instrument Prepared by and Return to:
Howard J. Perl, Esq.
Katzman Garfinkel Berger
1501 NW 49th Street, Second Floor
Ft. Lauderdale, Florida 33309
(954) 486-7774

**CERTIFICATE ATTESTING TO VOTE TO OPT OUT OF SPRINKLER RETROFIT
FOR
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.**

WE HEREBY CERTIFY THAT on March 12, 2011, a vote was taken by the membership of Atlantic Ocean Club Condominium Apartments, Inc., to opt out of retrofitting the common elements, association property, and units of the condominium with a fire sprinkler system pursuant to Section 718.112(2)(l), Florida Statutes, and that such vote was approved by a majority of the total membership of Atlantic Ocean Club Condominium Apartments, Inc., in accordance with Florida law.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of March, 2011, at Fort Lauderdale, Broward County, Florida.

WITNESSES

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

Sign [Signature]
Print CARL FOJLST

By: [Signature]
Print Name Yadin Elcon
Title: President

Sign [Signature]
Print CARL FOJLST

Attested To:
By: [Signature]
Print Name: Terence Black
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 14 day of March 2011, by Yadin Elcon, as President and Terence Black, as Secretary of ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., a Florida not-for-profit corporation.

Personally Known
 Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign: [Signature]
Print: JANET L. BOLT

My commission expires: _____



JANET L. BOLT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE057149
Expires 4/26/2015

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF ATLANTIC OCEAN CLUB CONDOMINIUM
APARTMENTS, INC**

As used herein the following shall apply:

- a. Words in the text that are lined through (~~stricken out~~) indicate deletions from the present text.

Words in the text which are underlined shall indicate additions to the present text

DECLARATION OF CONDOMINIUM

Affecting the land and all improvements thereon known as OCEAN CLUB, a condominium, lying and being in the County of Broward and State of Florida, and described as:

Lot 18, Block 34 of GALT OCEAN MILE ADDITION NO. 1, according to the Plat thereof recorded in Plat Book 45, Page 9, of the Public Records of Broward County, Florida

RECITALS, INTENT AND PURPOSE

WHEREAS, Forty-Twenty, Inc, a Florida corporation, hereinafter referred to as the "Developer", as owner in fee simple of the Property, has constructed thereon a multi-family dwelling containing among other things, two hundred seven (207) residential apartment units, one (1) recreational unit and other appurtenances and facilities, all as hereinafter described; and

WHEREAS, By this Declaration it is intended to divide the Property into two hundred eight (208) separate parcels of real property which, in accordance with the provision herein contained, shall nevertheless be subjected to the benefits and burdens of a condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment unit and an undivided interest in and to all of the Property that remains other than Apartment Units; and

EXHIBIT 'A'

WHEREAS, notwithstanding such separation of title, however, the owners by placing condominium plan into effect will own with others common area property, including, without intending to limit the same to such elements thereof as the lobby, manager's apartment unit, elevators, parking areas, landscaped areas and related facilities used and controlled in a manner consistent with both the needs and desires of the residents and the community in which the property is located; and

WHEREAS, it is desirable therefore that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association, hereinafter referred to, and its Board of Governors, shall have the right and duty to effect the purposes of the condominium.

NOW THEREFORE:

DECLARATION – Developer hereby declares on behalf of itself, its successors, grantees and assigns, to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property from and after the date of the recording of this Declaration in the Office of the Clerk of the Circuit Court, in and for Broward County, Florida, shall be designated Ocean Club Condominium Apartments and shall continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained and in conformance with the provisions of ~~Florida Statutes 711~~ entitled "~~Condominium Act.~~" Florida Statute Chapter 718, as amended from time to time.

19. CONDOMINIUM ACT shall mean the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as amended from time to time.

73-121707

CERTIFICATE

VI, the undersigned, being respectively the President and Secretary of Atlantic Ocean Club Condominium Apartments, Inc., a Florida corporation not for profit, do hereby certify that the revised "Exhibit L-2 entitled Ocean Club, a Condominium Apartment Share by Percentage" by McLaughlin Engineering Company, was unanimously approved at the Annual Owners Meeting held on the 15th day of March, 1973 and that the said foregoing revised Exhibit L-2

was proposed by the Board of Governors and was unanimously approved by said Board on March 15, 1973.

This Certificate is hereby made pursuant to Chapter 711.08 of the Florida Statutes.

73 JUN 12 PM 1:13
JULY PUBLIC COUNTY RECORD



Fred Hill
FRED HILL, President

H. Z. Yoder
H. Z. YODER, Secretary

STATE OF FLORIDA
COUNTY OF VOLUNTEER

XXXXXX VI, the undersigned authority, personally appeared Fred Hill and H. Z. Yoder, as President and Secretary respectively of Atlantic Ocean Club Condominium Apartments, Inc., a Florida corporation not for profit, and they, and each of the, acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

911 5319 not 802

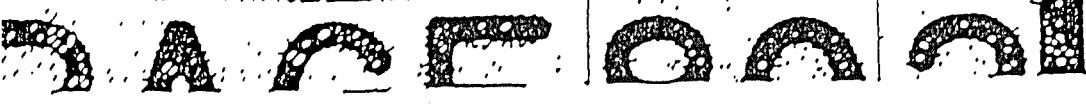
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, said County and State, this 11th day of June, 1973.

Mary E. Thompson
MARY E. THOMPSON, Notary Public



My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA & U.S.A.
MY COMMISSION EXPIRES APR. 11, 1977
Issued by Secretary of State, Tallahassee, Fla.

E. Goldin
4020 Gull Ocean Dr.
Ft. Lauderdale, Fla. 33308



400 N. W. 10th AVENUE
FORT LAUDERDALE, FLORIDA

McLAUGHLIN ENGINEERING CO.
ENGINEERS - SURVEYORS

EXHIBIT A-2

OCEAN CLUB, A CONDOMINIUM
APARTMENT SHARE BY PERCENTAGE

ENTRANCE LEVEL

APARTMENT NO. 1	0.250 %
APARTMENT NO. 2	0.159 %
APARTMENT NO. 3	0.249 %
APARTMENT NO. 4	0.338 %
APARTMENT NO. 6	0.106 %
	1.102 %

MEZZANINE LEVEL

APARTMENT NO. 101	0.440 %
APARTMENT NO. 102	0.451 %
APARTMENT NO. 103	0.390 %
APARTMENT NO. 104	0.247 %
APARTMENT NO. 105	0.367 %
APARTMENT NO. 106	0.284 %
APARTMENT NO. 107	0.350 %
APARTMENT NO. 109	0.392 %
APARTMENT NO. 110	0.298 %
APARTMENT NO. 111	0.440 %
APARTMENT NO. 112	0.574 %
	4.233 %

FLOORS 2nd THROUGH 12th AND
14th THROUGH 18th INCLUSIVE (16 FLOORS)

APARTMENTS with numbers ending in digit no. 1	0.461 %
APARTMENTS with numbers ending in digit no. 2	0.476 %
APARTMENTS with numbers ending in digit no. 3	0.410 %
APARTMENTS with numbers ending in digit no. 4	0.429 %
APARTMENTS with numbers ending in digit no. 5	0.411 %
APARTMENTS with numbers ending in digit no. 6	0.495 %
APARTMENTS with numbers ending in digit no. 7	0.367 %
APARTMENTS with numbers ending in digit no. 8	0.494 %
APARTMENTS with numbers ending in digit no. 9	0.411 %
APARTMENTS with numbers ending in digit no. 10	0.307 %
APARTMENTS with numbers ending in digit no. 11	0.461 %
APARTMENTS with numbers ending in digit no. 12	0.602 %
	5.324 % x 16 = 85.184 %

19th AND 20th FLOORS

RECREATIONAL UNIT 9.481 %

TOTAL 100.000 %

DATE: 04/22/1999
BY: R.L.B.
CHECKED: D.F.B.

DRAWN BY R.L.B.
CHECKED BY D.F.B.

G-3956 (Revised)

111 5319 ME 803

Record
Return
to
WILL
CALL

This instrument was prepared by:
LYNN SIMPSON WOODS, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

95-158264
04-17-95

10:17AM

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF OCEAN CLUB, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Ocean Club, a Condominium, as recorded in Official Records Book 4513 at Page 506 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in Article XIII of the Declaration of Condominium, at a meeting held April 1, 1995.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of April, 1995, at Fort Lauderdale, Broward County, Florida.

WITNESSES

Sign *Janet L. Bolt*
Print JANET L. BOLT

Sign *Howard Capristo*
Print HOWARD CAPRISTO

ATLANTIC OCEAN CLUB CONDOMINIUM
APARTMENTS, INC., a Florida
not-for-profit corporation

By: *Rose L. Guttman*
ROSE GUTTMAN, President
4020 Galt Ocean Drive
Ft. Lauderdale, FL 33308

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of April, 1995, by ROSE GUTTMAN, as President of Atlantic Ocean Club Condominium Apartments, Inc., a Florida not-for-profit corporation.

BK233345FC0364

Personally Known X OR
Produced Identification _____
Type of Identification _____

NOTARY PUBLIC - STATE OF
FLORIDA

sign *George W. Boggs*
print GEORGE W. BOGGS
My Commission expires: _____

OFFICIAL NOTARY SEAL
GEORGE W BOGGS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365076
MY COMMISSION EXP. MAY 29, 1998

146222_1

(Handwritten initials)

AMENDMENTS TO DECLARATION
OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

("additions indicated by underlining; deletions indicated
by "---"; unaffected text indicated by ". . .")

A. Amendment to Article I, Section 19, to read as follows:

~~19. SINGLE FAMILY RESIDENCES: The term "Single family" is defined herein as one or more persons related by blood, marriage or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit.~~

B. Amendment to Article III, Section 5, to read as follows:

5. ALL INSURANCE POLICIES purchased by the Association shall be for the benefit of the Association and ~~the apartment unit owners and Recreation Unit owner~~ and their respective mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association to be managed by the Board of Governors, except in the event of total destruction as defined in Section (b)(ii) herein. ~~Broward National Bank of Fort Lauderdale, as Trustee, or to any other bank in Florida with trust powers and total assets of more than \$50,000,000.~~ In the event of total destruction, the Board of Governors of the Association shall appoint a bank in Florida with trust powers to serve as Insurance Trustee. Such Trustee or any other bank acting as such is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Apartment Unit Owners, ~~the Recreational Unit Owner~~ and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(a) COMMON ELEMENTS. Proceeds on account of damage to Common Elements - that undivided share for each Apartment Unit owner and his mortgagee, if any, which is set forth in Exhibit A.-2.

(b) APARTMENT UNITS. Proceeds on account of Apartment Units shall be held in the following manner in undivided shares:

(i) PARTIAL DESTRUCTION when the Building is restored - for the Owners of damaged Apartments Units in proportion to the costs of repairing the damage suffered by each damaged Apartment Unit. ~~Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee, the appropriate portions as aforesaid, and each Apartment Unit Owner shall be bound by and the Insurance trustee may rely upon such certification.~~

BK23345PG0365

C. Amendment to Article V, Sections 1, 3 and 9, to read as follows:

1. THE APARTMENT UNITS shall be used for single family residences only. Single family shall be defined as parents, brother, sisters, children and grandchildren of record title holder or record title holder's spouse. Single family shall also include no more than two unrelated persons living and cooking together as a single housekeeping unit.

...

3. NO APARTMENT SHALL be occupied by any persons not approved in advance by the Board of Governors of the Association or such person's immediate family, as herein defined. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, his residence address, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Governors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions of this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee. Immediate family as used herein shall be defined as parents, brothers, sisters, children and grandchildren of record title holder or record title holder's spouse.

...

9. No commercial activity of any nature shall be permitted. Commercial activity shall be defined to include the storage or parking of commercially marked vehicles (marking to include writing or logo) or vehicles clearly used for business purposes which, by way of example only, shall include, tow trucks, dump trucks, equipment vans (indicated by attachments for the carrying of ladders, glass, etc.; advertisements [more often than annually]) for the sale of goods or services which results in persons visiting the property; distribution of sales type literature, of any sort, within the building.

D. Amendment to Article VI, Section 1(d), to read as follows:

(d) THE ASSOCIATION shall have the right to establish an approval fee per applicant in the highest amount permitted by law chargeable to the apartment unit owner for investigation of a prospective purchaser and/or lessee and for the changing of the Association's records. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval fee is paid. The time frame for approval of the transfer shall not begin to run until all documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check or money order, payment shall not be deemed received unless and until the funds have cleared. In addition to such approval fee, in the event of a lease of a unit, the unit owner or prospective lessee shall place a security deposit, in the highest amount permitted by law, into an escrow account maintained by the Association.

BK233145PG0366

E. Amendment to Article XI, Section 12, to read as follows:

12. COLLECTION

(a) INTEREST, LATE FEE, APPLICATION OF PAYMENTS. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ~~six~~eighteen percent (~~6~~18%) or the highest amount allowed by law per annum from the date when due until paid together with an administrative late fee of the greater of \$25 or 5% of the assessment for each delinquent installment, or the highest amount permitted by law. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) SUIT. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ~~six~~eighteen percent (~~6~~18%) or the highest amount allowed by law per annum, administrative late fee, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same, to reasonable attorney's fees.

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

BK23345PG0367

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

ARTICLE VI
CONVEYANCES

1. SALE OR LEASE. No Apartment Unit Owner may dispose of an Apartment Unit or any interest therein by sale or by lease without approval of the Board of Governors of the Association, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereafter provided. No lease of a Unit will be permitted within one year of purchase of the Unit.

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

BK-15453PG-590

80-348188

AMENDMENTS TO BY-LAWS OF
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.
A CONDOMINIUM

We, the President and Secretary of ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., do hereby certify that by a vote of more than two-thirds of the entire membership of the Board of Governors and seventy-five (75%) percent of the entire membership of the Association, the By-Laws of Condominium of ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., a Condominium, dated February 23, 1971 and recorded in the Public Records of Broward County, Florida, in Official Records Book 4513, commencing at Page 554 are hereby amended as follows:

1. ARTICLE VIII. AMENDMENTS - At Paragraph two is amended by deleting present paragraph in its entirety:

~~2. A resolution adopting a proposed amendment must receive approval of two-thirds (2/3) votes of the entire membership of the Board of Board of Governors of the Association and seventy-five (75%) percent of the votes of the entire membership of the Association. Governors and members not present at the meeting considering the Amendment may express their approval in writing.~~

and substituting therefor the following:

2. A resolution adopting a proposed amendment must receive approval of sixty (60%) percent of the votes of the entire membership of the Board of Governors and 60% of the votes of the entire membership of the Association. Governors and members not present at the meeting considering the amendment may express their approval in writing

2. That in all other respects the said By-Laws of the ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., shall remain in effect.

Dated at: Fort Lauderdale, Florida, this 12TH day of NOVEMBER, 1980.

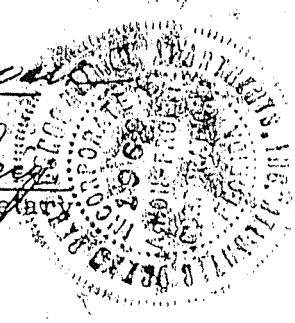
Signed, sealed and delivered in the presence of:

[Signature]
Edith Owen

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

BY: [Signature]
SAMUEL GORAN, President

ATTEST [Signature]
H. E. GOLDSTEIN, Secretary



80 NOV 25 PM 12:37

Words struck through are hereby deleted and underscored words are additions or replacements.

OFF 9265 PAGE 193

1.00

STATE OF FLORIDA

COUNTY OF BROWARD

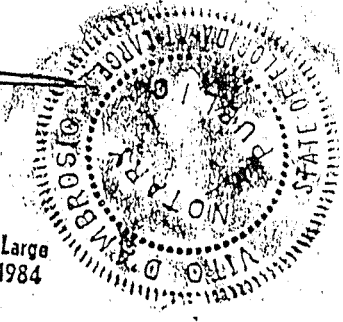
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SAMUEL GORAN and H. E. GOLDSTEIN, well known to me to be the President and Secretary, respectively, of the corporation above-named, and they acknowledged executing the foregoing Amendment to By-Laws freely and voluntarily, under authority duly invested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 12TH day of NOVEMBER, 1980.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 23, 1984
Bonded Thru Troy Fain Insurance Inc.



Return to:

Samuel Goran, President
Atlantic Ocean Club Condominium
Apartments, Inc.
4020 Galt Ocean Drive
Fort Lauderdale, Florida

RECORDED IN THE OFFICIAL RECORDS OF
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

OFF REC 9265 PAGE 194

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.
A CONDOMINIUM

We, the President and Secretary of ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., do hereby certify that by a vote of more than seventy-five (75%) percent of the entire membership of the Board of Governors and seventy-five (75%) percent of the entire membership of the Association, the Declaration of Condominium of ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., a Condominium, dated April, 1, 1971 and recorded in the Public Records of Broward County, Florida, in Official Records Book 4513, commencing at Page 506 are hereby amended as follows:

1. ARTICLE XIII. AMENDMENT - At Paragraph 2(b) thereof is amended by deleting present paragraph in its entirety:

~~(b) RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the Apartment Unit Owners and Recreational Unit Owner meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Governors and Unit Owners not present at the meeting considering such Amendment may express their approval in writing or by proxy. Such approvals must be by not less than Seventy-Five (75%) percent of the Governors and Seventy-Five (75%) of the Apartment Unit Owners and Recreational Unit Owners and their mortgagees.~~

and substituting therefor the following:

(b) RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board or Governors of the Association or by the Apartment Unit Owners meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Governors and Apartment Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than sixty (60%) percent of the Governors and sixty (60%) percent of the Apartment Unit Owners.

2. That in all other respects the said Declaration of Condominium of ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., shall remain in effect.

Dated at: Fort Lauderdale, Florida, this 12TH day of NOVEMBER, 1980.

Signed, sealed and delivered in the presence of:

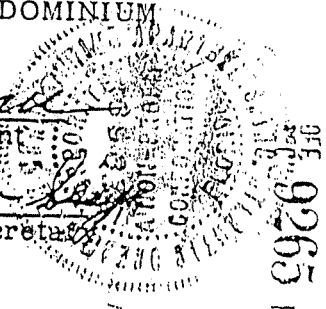
[Signature]
[Signature]

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

BY: [Signature]
SAMUEL GORAN, President

ATTEST [Signature]
H. E. GOLDSTEIN, Secretary

NOV 25 PM 12:37



OFF 9265 PAGE 195

Words ~~struck through~~ are hereby deleted and underscored words are additions or replacements.

PREPARED BY AND RETURN TO: LOUIS N. SCHOLNIK, ESQ.
GRAHAM, HODGE & LARSON, P.A.
5100 North Federal Highway
Fort Lauderdale, Florida 33308

[Handwritten mark]

STATE OF FLORIDA

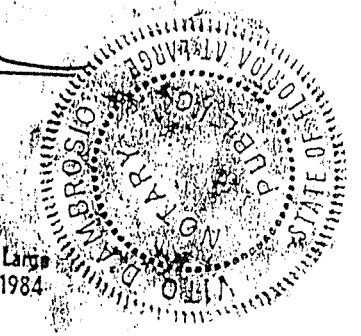
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SAMUEL GORAN and H. E. GOLDSTEIN, well known to me to be the President and Secretary, respectively, of the corporation above-named, and they acknowledged executing the foregoing Amendment to Declaration of Condominium, freely and voluntarily, under authority duly invested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 12TH day of NOVEMBER, 1980.

Vito D'Amico
NOTARY PUBLIC

My Commission Expires:



Notary Public, State of Florida at Large
My Commission Expires Aug. 23, 1984
Bonded Thru Troy Fain Insurance Inc.

Return to:

Samuel Goran, President
Atlantic Ocean Club Condominium
Apartments, Inc.
4020 Galt Ocean Drive
Fort Lauderdale, Florida

RECORDED IN THE OFFICIAL RECORDS OF
BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

OFF REC 9265 PAGE 196

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
AND BY-LAWS OF
OCEAN CLUB, A CONDOMINIUM

89213523

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Ocean Club, a Condominium, and the By-Laws, an Exhibit to the Declaration of Condominium of Ocean Club, as described in OR Book 1513 at Page 506 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article XIII of the Declaration of Condominium, that is by proposal of the Board of Directors and approval by 60% of the members of the Association at a meeting held March 11, 1989 and reconvened on May 1, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 3rd day of May, 1989, at Ft. Lauderdale, Broward County, Florida.

ATLANTIC OCEAN CLUB CONDOMINIUM
APARTMENTS, INC.

By: Rose L. Guttman
Rose L. Guttman, President

Attest: Robert E. Dillon
Msgr. Robert Dillon, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 3rd day of May, 1989, personally appeared ROSE L. GUTTMAN and MSGR. ROBERT DILLON, 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.

James W. Boggs
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 29, 1990
Bonded thru Huckleberry, Sibley &
Harvey Insurance and Bonds, Inc.

BK 16471 PG 563

1300
2/15/90

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

(additions indicated by underlining, deletions by "----" and unaffected language by ". . .")

II. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS USE

9. RIGHTS OF DEVELOPER. . . . No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Apartment Unit to which it is appurtenant, except that if the owner of an Apartment Unit acquires by assignment or otherwise a second parking space, this second space shall not be considered an appurtenance to the Apartment Unit, and ~~may~~ shall be freely assigned or transferred to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of this second space, the same shall be released from any mortgage, lien or encumbrance thereon. . . . No assignment of a garage parking space is valid without approval of the Board of Directors.

XI. ASSESSMENTS

4. ACCOUNTS. All sums collected by the Association from assessments may be co-mingled in a single fund but they shall be held for the apartment unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments.

(c) RECONSTRUCTION AND REPAIR ACCOUNT - to which shall be credited all sums collected reconstruction and repair assessments. No funds may be transferred from the reconstruction and repair account without approval of 75% of the unit owners at Ocean Club.

(d) EMERGENCY ACCOUNT - to which shall be credited all sums collected for emergencies.

BK 16471 PG 564

AMENDMENT TO THE
BY-LAWS OF
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

(additions indicated by underlining, deletions by "----" and unaffected language by ". . .")

VI. FISCAL MANAGEMENT

2. Budget.

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

(1) Common Expense Budget:

- (i) Management, maintenance and operation of Common Elements; landscaping, office and shop, street and walkways, swimming pool, guest units, maids' rooms.
- (ii) Utilities
- (iii) Liability Insurance
- (iv) Casualty Insurance
- (v) Administration
- (vi) Reserve account for reconstruction and repair unless waived by vote of a majority of the unit owners present at a meeting at which a quorum is certified.

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

BK11 6471 PG 565

This instrument was prepared by:
Lynn S. Woods, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

98-170909 T#001
03-24-98 11:03AM

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Ocean Club, a condominium, as recorded in Official Records Book 4513 at Page 506 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held March 14, 1998.

IN WITNESS WHEREOF, we have affixed our hands this 18TH day of MARCH, 1998, at FT LAUD, Broward County, Florida.

WITNESSES

Sign Eugene T. Kimble

Print George W. Boggs

Sign EUGENE T. KIMBLE

Print GEORGE W. BOGGS

ATLANTIC OCEAN CLUB CONDOMINIUM
APARTMENTS, INC.

By: Rose Guttman

Rose Guttman, President

Address: 4020 GALT OCEAN DRIVE #1602
FT LAUDERDALE, FL 33308

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18TH day of MARCH, 1998, by Rose Guttman, as President of Atlantic Ocean Club Condominium Apartments, Inc., a Florida not-for-profit corporation.

Personally Known X OR
Produced Identification _____
Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign Janet L Bolt
print _____

My Commission expires: _____



JANET L BOLT
My Commission CC455895
Expires Apr. 26, 1999
Bonded by ANB
800-852-5878

BK 27917 PG 0886

2
AC

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

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

1. Amendment to Article VI, Section 1b of the Declaration as follows:

(b) ELECTION OF ASSOCIATION. Within thirty (30) days after receipt of such notice, the Board of Governors of the Association shall either approve the transaction or not unduly reject the application for good cause. At the election of the Association the Board of Governors may furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days nor more than forty-five (45) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Governors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form as aforesaid. The apartment unit owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.

BK 27917PG 887

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

This instrument was prepared by:
Lynn S. Woods, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

W/C

97-155683 T#001
03-27-97 11:17AM

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Ocean Club, a condominium, as recorded in Official Records Book 4513' at Page 506 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held March 8, 1997.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of March, 1997, at Ft Lauderdale Broward County, Florida.

WITNESSES

Sign *George W. Boggs*

Print GEORGE W. BOGGS

Sign *Michael Rada*

Print MICHAEL RADA

ATLANTIC OCEAN CLUB CONDOMINIUM
APARTMENTS, INC.

By: *Rose L. Guttman*

Rose Guttman, President
Address: 4020 Galt Ocean Drive
Ft Lauderdale, FL

BR 26202PG0058

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of March, 1997, by Rose Guttman, as President of Atlantic Ocean Club Condominium Apartments, Inc., a Florida not-for-profit corporation.

Personally Known X OR
Produced Identification _____
Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign *Janet L. Bolt*
print Janet L. Bolt
My Commission expires _____



JANET L BOLT
My Commission CC455806
Expires Apr. 28, 1999
Bonded by ANB
800-852-5878

2
AE

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
OCEAN CLUB, A CONDOMINIUM

1. Amendment to Article I, Section 10 of the Declaration of Condominium as follows:

10. CONDOMINIUM DOCUMENTS: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - Surveyor Plans: Site Plan, Basement Level, Entrance Level, Mezzanine Level, Floors 2-12, 14-18, Recreational Unit and Roof Level, prepared by McLaughlin Engineering Co., Fort Lauderdale, Florida, as recorded in Condominium Plat Book 5, Page 11, Broward County Public Records.

Exhibit A1 - Legal Description of Recreational Unit

Exhibit A2 - Apartment Share by Percentage

Exhibit B - Amended Articles of Incorporation of Atlantic Ocean Club Condominium Apartments, Inc.

Exhibit C - By-Laws of Atlantic Ocean Club Condominium Apartments, Inc.

~~Exhibit D - Management and Hotel Facilities Use Agreement~~

Exhibit ED - Recreation and Health Unit Agreement

Exhibit FE - Rules and Regulations

Exhibit GE - Form of Condominium Deed

2. Amendment to Article VI, Section 1(b) of the Declaration of Condominium as follows:

VI. CONVEYANCES

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

(b) ELECTION OF ASSOCIATION. Within thirty (30) days after ~~receipt of such notice~~ screening, the Board of Governors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days nor more than forty-five (45) days subsequent to the date of approval within which to close the transaction, ~~and except that the approval of a corporation may be conditioned as elsewhere stated.~~ Screening as used above, shall mean receipt by the Board of Directors or Screening Committee of all information requested by the Board of Directors in order to conduct its screening, including but not limited to completion of the interview. The approval of the Board of Governors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form as aforesaid. The apartment unit owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.

BK 26202PG0059

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

87136934

p 24

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND THE BY-LAWS OF
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

MAR 31 12 57 PM '87

WE HEREBY CERTIFY THAT the attached amendments to the _____,
an exhibit to the Declaration of Condominium of Atlantic Ocean Club
Condominium Apartments, Inc. as described in Book 1513 at Page 506
of the Official Records of Broward County, Florida were duly
adopted in the manner provided in Article XIII of the Declaration
and Article VIII of the By-laws, that is by proposal of the Board
of Directors and approval by a majority of the members of the
Association at a meeting held March 14, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 20 day
of March, 1987, at Ft. Lauderdale, Broward County, Florida.

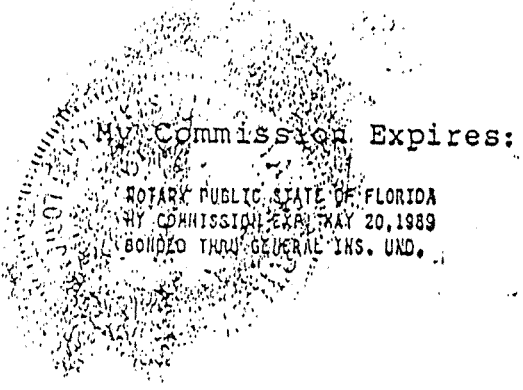
By: Robert E. Dillon Pres.
President
Attest: Rose Gutman
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 20 day of MARCH, 1987, personally appeared
ROBERT E. DILLON and ROSE GUTMAN, 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.

Maria C. Day
Notary Public



OFF REC 14301 PAGE 138

13-
[Signature]

AMENDMENT TO THE BY-LAWS OF
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

(additions indicated by underlining; deletions indicated
by "----"; omitted text indicated by ". . .")

III. GOVERNORS

5. ~~Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of the Governors.~~ Regular meetings of the Board of Governors shall be held monthly excluding June, July, August and September. Should an emergency arise during the summer months a Special meeting shall be called by the President. Notices of regular meetings shall be given to each Governor personally or by mail, telephone or telegraph at least seven (7) days prior to the date named for such meeting unless such notice is waived.

OFF 14301 PAGE 139

LAW OFFICES

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

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

(additions indicated by underlining; deletions indicated
by "---"; omitted text indicated by ". . .")

V. USE RESTRICTIONS

8. LEASING: ~~Entire apartment units may be rented provided the occupancy is only by the lessee and his family and is not for less than one month and not longer than one year. No rooms may be rented and no transient tenants accommodated.~~ No unit owner may dispose of a unit or any interest therein by lease without approval of the Association provided however that occupancy of a unit shall be only by the lessee and the lessee's family and guests. No lease may be for a period less than 190 days nor greater than one year, and no unit may be leased more frequently than once each twelve month period.

COMMENTS FROM THE BOARD OF GOVERNORS: The Newsletter entitled "Community Up-Date" vol. 86, No. 9, September 1986 published by the law offices of Becker, Poliakoff and Streitfeld contains the following:

"CH 509, Florida Statutes requires that "public lodging establishments" must upgrade their fire safety by putting in elaborate sprinkler systems and smoke detectors. The "rumor" in the community which has been repeated to us is that condominiums are "public lodging establishments if they have one or more units being rented for a period of six months or less...." Although it does not appear to have been intended by the legislature, the Division of Hotels and Restaurants has indicated that it will interpret its rules as requiring condominiums with one or more units being leased for six months or less, to be registered as and comply with all the requirements of "public lodging establishments." Further the State Fire Marshall's Office is considering rewriting its rules to limit the impact of Chapter 509 on condominiums. Accordingly to avoid substantial expense and to further the single family residence concept of the OCEAN CLUB, we are suggesting and recommending that at the Owner's Annual Meeting on March 14, 1987, the above amendment be adopted by the members, present in person or by proxy.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
CELIENE BRUCE
COUNTY ADMINISTRATOR

OFF
REC 14301 PAGE 140

LAW OFFICES

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

71- 78088

THIS INSTRUMENT WAS PREPARED BY:
HARRY B. DUFFY
DUFFY, SLADON & CASORIA
424 BAYVIEW BUILDING
FORT LAUDERDALE, FLA. 33304

DECLARATION OF CONDOMINIUM

Affecting the land and all improvements thereon known as OCEAN CLUB, a condominium, lying and being in the County of Broward and State of Florida, and described as:

Lot 18, Block 34 of GALT OCEAN MILE ADDITION NO. 1, according to the Plat thereof recorded in Plat Book 45, Page 9, of the Public Records of Broward County, Florida.

RECITALS, INTENT AND PURPOSE

WHEREAS, Forty-Twenty, Inc., a Florida corporation, hereinafter referred to as the "Developer", as owner in fee simple of the Property, has constructed thereon a multi-family dwelling containing among other things, two hundred seven (207) residential apartment units, one (1) recreational unit and other appurtenances and facilities, all as hereinafter described; and

WHEREAS, By this Declaration it is intended to divide the Property into two hundred eight (208) separate parcels of real property which, in accordance with the provisions herein contained, shall nevertheless be subjected to the benefits and burdens of a condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment unit and an undivided interest in and to all of the Property that remains other than Apartment Units; and

WHEREAS, notwithstanding such separation of title, however, the owners by placing condominium plan into effect will own with others common area property, including, without intending to limit the same to such elements thereof as the lobby, manager's apartment unit, elevators, parking areas, landscaped areas and related facilities used and controlled in a manner consistent with both the needs and desires of the residents and the community

RETURN TO: HARRY B. DUFFY,
DUFFY, SLADON & CASORIA
424 BAYVIEW BUILDING
FT. LAUDERDALE, FLORIDA

55-1513-506

in which the property is located; and

WHEREAS, it is desirable therefore that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association, hereinafter referred to, and its Board of Governors, shall have the right and duty to effect the purposes of the condominium.

NOW THEREFORE:

DECLARATION - Developer hereby declares on behalf of itself, its successors, grantees and assigns, to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property from and after the date of the recording of this Declaration in the Office of the Clerk of the Circuit Court, in and for Broward County, Florida, shall be designated Ocean Club Condominium Apartments and shall continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained and in conformance with the provisions of Florida Statutes 711 entitled "Condominium Act".

I. DEFINITIONS: As used herein or elsewhere in the Condominium Documents unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided.

1. UNIT: A part of the condominium property which is subject to private ownership.
2. UNIT OWNER: The person or persons holding title in fee simple to a Unit.
3. ASSESSMENT: That portion of the cost of maintenance, repairing and managing the Property which is to be paid by each Unit Owner.
4. ASSOCIATION: The Atlantic Ocean Club Condominium Apartments, Inc. and its successors, a Florida corporation not for profit, copies

RECORDED
1973
PAGE 507

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of the Articles of Incorporation and By-Laws of which corporation are annexed hereto and made parts hereof as Exhibits B and C respectively.

5. BUILDING: The entire structure located on the property has been built substantially in accordance with the Plans and Specifications therefor prepared by Liebman, Liebman & Associates, 77 Third Avenue, New York, N. Y., entitled "Ocean Club", Commission No. 6901.

6. GENERAL COMMON ELEMENTS: All that part of the Property which is not within the 207 apartment units and Recreational Unit as such apartment units and Recreational Unit are shown on the Surveyor Plans or which exist within apartment units or Recreational Unit as appurtenances thereto by virtue of an easement herein created and the apartment unit dividers on the balconies of the Building, and the Manager's apartment unit.

7. LIMITED COMMON ELEMENTS:

(a) That portion of the Common Elements consisting of separate and designated covered parking spaces with a minimum of one (1) parking space for each apartment unit as specifically shown on Pages 1 and 2 of Exhibit A, and to each of which said covered parking spaces a right of exclusive use shall be reserved as an appurtenance to a particular apartment unit as hereinafter described.

(b) That portion of the Common Elements consisting of separate and designated cabanas for those apartment

(CABANAS) The rental of cabanas was the next item under discussion. Mr. Buss said that Mr. Zutis had studied the Documents and that this was the business of the Association. Mr. Shull said he had written a memo to Mr. Buss regarding the cabana situation and that out of the 14 cabanas available, 6 owners were willing to pay the \$1,000.00 a year rental and that they were waiting for a lease to let them use them. Mr. Zutis asked Mr. Duffy to have his office prepare a lease form. Mr. Duffy asked how the rent was to be paid. Mr. Shull said that several owners had been told that if it was paid in advance for the year, they could take off 6% interest; otherwise they would be billed for a quarter less other charges. Mr. Zutis said it was clear that all the income from the rentals goes to the Condominium Association, so the expenditures involved should be absorbed by the Association. Mr. Duffy mentioned that all the cabanas should not be rented on a yearly basis as it would preclude others from enjoying them. Some should be left for rental on a month to month basis and also that we should back date rent on those cabanas which have been used.

Mr. Shull mentioned it would be easier to rent the remaining cabanas if they were air conditioned. Mr. Buss had made an inquiry into an 800 BTU unit and the total cost including labor, would be \$300.00. He also suggested using sleeves, or electrical outlets, so that all the cabanas could be air conditioned. Mr. Shull felt the Association should own the air conditioners. Mr. Zutis suggested renting them first and then when the money is available buy them and charge rent. Mr. Buss asked Mr. Shull to obtain information on the rental of air conditioners.

Mr. Zutis stated that 10 cabanas should be rented on a yearly basis leaving 4 available on a monthly basis and this should be tried for a year to see how it would work out.

9. COMMON SURPLUS: The excess of all receipts of the Association including but not limited to assessments; rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

10. CONDOMINIUM DOCUMENTS: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - Surveyor Plans: Site Plan, Basement Level, Entrance Level, Mezzanine Level, Floors 2-12, 14-18, Recreational Unit and Roof Level, prepared by McLaughlin Engineering Co., Fort Lauderdale, Florida, as recorded in Condominium Plat Book 5, Page 11, Broward County Public Records.

Exhibit A1 - Legal Description of Recreational Unit

Exhibit A2 - Apartment Share by Percentage

Exhibit B - Amended Articles of Incorporation of Atlantic Ocean Club Condominium Apartments, Inc.

Exhibit C - By-Laws of Atlantic Ocean Club Condominium Apartments, Inc.

Exhibit D - Management and Hotel Facilities Use Agreement.

Exhibit E - Recreation and Health Unit Agreement

Exhibit F - Rules and Regulations

Exhibit G - Form of Condominium Deed

11. DEVELOPER: Forty-Twenty, Inc., a Florida corporation, its successors and/or assigns.

12. PERSON: Developer and any individual, firm, corporation, trustee or other entity capable of holding title to real property.

13. PLANS AND SPECIFICATIONS: the Plans and Specifications referred to in Article I. 5 hereof.

14. SHARE: The percentage in and to the Common Elements attributed to each Apartment Unit and the Recreational Unit as set forth in Exhibit A-2.

15. BY-LAWS: The By-Laws for the government of the condominium as they may exist from time to time.

16. CONDOMINIUM PARCEL: Includes an apartment unit, or the Recreational Unit, together with the undivided share in the common elements which is appurtenant to the unit.

17. PROPERTY OR CONDOMINIUM PROPERTY: Means and includes the land in the condominium and all improvements thereon and all easements and right appurtenant thereto for use in connection with this condominium. Included therein as the individual owner's rights in individual leases to the Recreation Unit which is a part of Ocean Club Condominium Apartments.

18. RECREATION UNIT: Recreation Unit includes club facilities designated as Recreational Unit on Exhibit A1 . The ownership of the Recreation Unit will be retained by the Developer or its successors and assigns, and it will be leased by 207 individual leases by virtue of assignments to the owners of the 207 individual apartment units. No voting right shall accrue to the Developer, its successors and/or assigns by virtue of its ownership of the Recreation Unit.

II. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS USE: The Common Elements shall be used in accordance with and subject to the following provisions:

1. COVENANTS AGAINST PARTITION. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium Method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of this Declaration, in accordance with provisions herein elsewhere contained.

2. RULES AND REGULATIONS PROMULGATED BY THE ASSOCIATION. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, lessees, invitees and

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servants, as well as to provide for the exclusive use by an Apartment Unit Owner and his guests, for specific occasions, of the swimming pool, recreation unit or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Apartment Unit Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

3. MAINTENANCE, REPAIR, Management and Operation of the General Common Elements and Recreation Unit shall be the responsibility of the Association, and the Association shall have the right to delegate the responsibility of management, rent collection and operation to a management organization.

4. EXPENSES incurred or to be incurred for the maintenance, repair, management and operation of the General Common Elements and Recreation Unit shall be collected from Apartment Unit Owners, as assessed, in accordance with provisions contained elsewhere herein.

5. SUBJECT TO the rules and regulations from time to time pertaining thereto, all apartment unit owners may use the General Common Elements in such manner as will not interfere with or impede the use thereof by other apartment unit owners.

6. ALTERATIONS AND IMPROVEMENTS. The Association shall have the right to make or cause to be made such alterations and improvements to the General Common Elements as do not exceed the sum of \$25,000. In the event the cost of said alterations and improvements shall exceed the sum of \$25,000, the approval of 75% of the first mortgagees shall be required. For such purpose, the dollar volume of unpaid balance of mortgages shall be utilized.

7. SHARES OF APARTMENT UNIT OWNERS. The Share of the Apartment Unit Owners in the Common Elements shall be as stated in Exhibit A-2 annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the Apartment Unit Owners and first mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

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8. THE SHARE OF APARTMENT UNIT OWNER in the Common Elements is appurtenant to the Apartment Unit owned by him, and inseparable from apartment unit ownership.

9. RIGHTS OF DEVELOPER. Within five years from the date of the recording of this Declaration of Condominium, the Developer shall have the right to assign particular parking spaces in the Limited Common Elements to particular Apartment Units, which assignments shall be made by instrument in writing. This assignment shall be made by a document separate from the deed of conveyance of an apartment unit. Upon such assignment of such parking space in the Limited Common Elements to an Apartment Unit, the owners of such apartment unit shall have the exclusive right to the use thereof without separate charge therefor by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against his Apartment Unit, as hereinafter provided, it being the intention hereof that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all Apartment Units for purposes of assessment. Upon such assignment the exclusive right of the owner of the Apartment Unit to which such assignment is made shall become an appurtenance to said Apartment Unit and shall be encumbered by and subject to any mortgage then or thereafter encumbering said Apartment Unit, and upon the conveyance of or passing of title to the Apartment Unit to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such Apartment Unit. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Apartment Unit to which it is appurtenant, except that if the owner of an Apartment Unit acquires by assignment or otherwise a second parking

space, this second space shall not be considered an appurtenance to the Apartment Unit, and may be freely assigned or transferred to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of this second space, the same shall be released from any mortgage, lien or encumbrance thereon. Whenever the Association shall become the owner of the exclusive right to use any parking space constituting Limited Common Elements, the acquisition of which such exclusive right shall be by written instrument, such exclusive right may be thereafter by written instrument transferred by the Association to any Apartment with the same force and effect as if originally assigned thereto by the Developer. However, while the Association shall be the owner of the exclusive right to use any parking space constituting Limited Common Elements, the same shall be treated by the Association just as though said parking space constituted a part of the Common Elements instead of the Limited Common Elements. / In the event that Developer shall not have transferred the exclusive right to use all parking spaces constituting Limited Common Elements to particular Apartment Units at the expiration of five years from the date of recordation of this Declaration of Condominium, then the right of the Developer to make such assignment shall cease and terminate with respect to the exclusive right to use any then unassigned parking spaces constituting Limited Common Elements and the rights previously vested in the Developer as to said unassigned parking spaces constituting Limited Common Elements shall pass unto and be vested in the Association just as though the Developer had assigned same to particular Apartment Units, from which Apartment Units same had been transferred to the Association. /

III. MAINTENANCE AND REPAIR OF CONDOMINIUM PROPERTY

1. THE ASSOCIATION, at its expense, shall be responsible for the maintenance and repair and replacement of:

(a) All portions of the apartment units which contribute to the support of the Building, excluding, however, interior wall, ceiling and floors not damaged

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due to structural defects, and including without intending to limit the same to outside walls of the Building, structural slabs, roof, interior boundary walls of apartment units and loadbearing columns.

(b) All conduits excepting those serving the air conditioning units for the various apartment units returning to the air conditioning units located in the lobby, ducts, plumbing, wiring, lighting fixtures and other facilities for the furnishing of utility services which may be contained in the apartment unit but excluding therefrom appliances and plumbing fixtures.

(c) All incidental damage caused to an apartment unit by such work as may be done or caused to be done by the Association in accordance herewith.

(d) Nothing contained herein shall be construed so as to cause the Association to be obligated for damage caused by the negligence of owners, their respective families, lessees, invitees and guests, but rather these persons shall be liable for any damage which they may cause to the Common Elements.

2. BY THE APARTMENT UNIT OWNERS. The responsibility of the Apartment Unit Owners shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the Apartment Unit except the portions of each to be maintained, repaired and replaced by the Association.

(b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the Building.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the apartment unit, unless the written consent of the Association is obtained.

(d) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(e) Not to make any alterations in the portions of the Apartment Unit or the Building which are to be maintained by the Association or remove

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an portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Governors of the Association and all first mortgagees of individual units, nor shall any Unit owner impair any easement without first obtaining the written consent of the Association and of the apartment unit owner or owners for whose benefit such easement exists.

(f) The apartment unit owners shall be responsible for paying their proportionate share of the maintenance, repair and replacement of the Recreation Unit.

3. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement of the interior of any apartment unit, but the Association's liability for said interior of any apartment unit shall be limited to damages resulting from its negligence or that of its agents, employees or servants.

IV. APARTMENT UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. REAL PROPERTY. Each Unit, together with the space within it as shown on the Surveyor Plans together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject, however, to the provisions of this Condominium Declaration.

2. BOUNDARIES. Each Unit shall be bounded as to both horizontal and vertical boundaries as shown in the Surveyor Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the building or permissible repairs, reconstructions or alterations. Said boundaries are substantially as follows:

(a) VERTICAL BOUNDARIES:

(i) The underside of the concrete slab above and abutting the

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the apartment unit;

(ii) the underside of the concrete slab below and abutting the apartment units;

(b) HORIZONTAL BOUNDARIES:

(i) INTERIOR, BETWEEN APARTMENT UNITS - the various planes formed by the center lines of the interior walls between Apartment Units;

(ii) INTERIOR, ADJACENT TO A COMMON ELEMENT - the various planes formed by the exterior of the interior Apartment Unit wall adjacent to a Common Element serving more than one apartment Unit;

(iii) EXTERIOR OF APARTMENT UNITS - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment Unit being bounded, the Apartment Unit boundary shall be extended and include within it such balcony or patio.

3. RECREATION UNIT BOUNDARIES: The Recreation Unit boundaries shall include all of the property described in the Recreation and Health Unit Agreement, a copy of which is attached to this Declaration of Condominium as Exhibit E and made a part hereof.

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

(a) GENERAL COMMON ELEMENTS: The right to use in common with the other apartment unit owners the general common elements which shall be all parts of the condominium not included within an individual unit or within a limited common element subject, however, to the terms and conditions of the recreation leases regulating the Recreation Unit. The ownership of each unit shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of an apartment unit owner in the condominium property. Each apartment unit shall have an undivided share in and to the common areas, facilities and elements of

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the condominium, and each apartment unit shall bear an undivided share of the common surplus of the condominium. The Recreation Unit shall have an undivided share in the common areas, facilities and elements of the condominium and shall bear an undivided share of the common expenses of the condominium (which are to be paid, however, by the owners of the condominium apartment units) and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall not have any voting rights in the affairs of Ocean Club Condominium Apartments, provided, however, that no amendment, change or modification may be made to this Declaration of Condominium, the Amended Articles of Incorporation, By-Laws, Rules and Regulations, form of Warranty Deed, or form of Recreation and Health Unit Agreement, of Ocean Club Condominium Apartments without the written consent of the owners of said Recreational Unit. The undivided share in the common areas, facilities and elements and the common expenses and common surplus assigned to each apartment unit and to the Recreation Unit are set forth in Exhibit A-2.

(b) LIMITED COMMON ELEMENTS: Subject to the terms and conditions of the Recreation leases, each apartment unit owner shall have the exclusive right to use one parking space, and together with other apartment unit owners shall have the right to use an unassigned parking space (any unassigned parking space means those spaces reserved for guests, invitees, etc. of apartment unit owners.) Each apartment unit owner shall have the exclusive right to use one storage closet.

(c) EASEMENTS for the benefit of the Apartment Unit.

(d) ASSOCIATION MEMBERSHIP and funds and assets held by the Association for the benefit of the Apartment Unit Owner.

(e) ALL SUCH APPURTENANCES, however, shall be and continue to be subject to the easements for the benefit of other Apartment Units.

(f) IN ADDITION TO and not in derogation of the ownership of the space described on the Surveyor Plans an exclusive easement for the use of the space not owned by the Apartment Unit Owner and which is occupied by the

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Apartment Unit, which easement shall exist until this Declaration is terminated in accordance with provisions herein elsewhere contained.

(g) THE FOLLOWING EASEMENTS from each Apartment Unit Owner to each other Apartment Unit Owner and to the Association:

(i) INGRESS AND EGRESS. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

(ii) STRUCTURAL SUPPORT. Every portion of an Apartment Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements.

(iii) EMERGENCY EASEMENTS OF INGRESS AND EGRESS. Easements over all balconies whenever reasonable required for emergency ingress and egress.

(iv) NO APARTMENT unit owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

(h) THE FOLLOWING easements from each apartment unit owner to the Association:

(i) MAINTENANCE, REPAIR AND REPLACEMENT. Easements through the apartment units and Common Elements for maintenance, repair and replacement of the apartment units and Common Elements. Use of these easements, however, for access to the apartment units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(ii) UTILITIES. Easements through the apartment units and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements through an apartment unit for such facilities shall be only substantially in accordance with the Plans and Specifications of the Building.

V. USE RESTRICTIONS

In order to provide for congenial occupancy of the Building and to provide for the protection of the values of the apartment units, the use of the Property shall be restricted to and be in accordance with the following provisions:

1. THE APARTMENT UNITS shall be used for single family residences only.
2. THE COMMON ELEMENTS shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the apartment units.
3. NO APARTMENT UNIT SHALL BE occupied by any person not approved in advance by the Board of Governors of the Association. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, his residence adress, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Governors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions of this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee.
4. NO NUISANCE shall be allowed upon the Property nor shall any use or 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.
5. LAWFUL USE. 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 respective responsibilities of apartment unit owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall

be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.

6. INTERPRETATION. In interpreting deeds, mortgages and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movements of the Building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the Building.

7. REGULATIONS. Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth, provided, however, that copies of such regulations are furnished to each Apartment Unit Owner prior to the time that the same become effective. The initial regulations shall be deemed effective until amended by the Association. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

8. LEASING: Entire apartment units may be rented provided the occupancy is only by the Lessee and his family and is not for less than one month and not longer than one year. No rooms may be rented and no transient tenants accommodated.

VI. CONVEYANCES

The sale, leasing and mortgaging of Apartment Units shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained.

1. SALE OR LEASE. No Apartment Unit Owner may dispose of an Apartment Unit or any interest therein by sale or be lease without approval of the Board of Governors of the Association, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereafter provided:

(a) NOTICE TO ASSOCIATION. An Apartment Unit Owner intending to make a sale or a lease of his unit or any interest therein shall give notice to

the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Unit Owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the Apartment Unit Owner believes the proposal to be bona fide in all respects.

(b) ELECTION OF ASSOCIATION. Within thirty (30) days after receipt of such notice, the Board of Governors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days nor more than forty-five (45) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Governors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form as aforesaid. The apartment unit owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.

(c) THE ASSOCIATION, subject to approval of the Board of Governors, shall have the right to purchase any apartment unit, subject to the rights of mortgagees as hereinafter set forth.

(d) THE ASSOCIATION shall have the right to establish a fee chargeable to the apartment unit owner for investigation of a prospective purchaser and/or lessee and for the changing of the Association's records.

(e) The provisions of this paragraph requiring Board of Governor approval of sales, leases or mortgages shall not apply to the Developer,

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2. MORTGAGE. No apartment unit owner may mortgage his unit or any interest therein without the approval of the Association except to a bank, life insurance company, public or private pension fund, or savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Governors of the Association.

VII. ADMINISTRATION

The administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

1. THE ASSOCIATION has been incorporated under the name "Atlantic Ocean Club Condominium Apartments, Inc.," as a corporation not for profit under the laws of the State of Florida, under ^{Amended} Articles of Incorporation of which a copy is attached as Exhibit B. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

2. THE BY-LAWS of the Association shall be in the form attached as Exhibit C until such are amended in the manner therein provided.

3. THE DUTIES AND POWERS OF THE ASSOCIATION shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and conditions of this Declaration shall prevail and the Apartment Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Governors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

4. NOTICE OR DEMANDS, for any purpose, shall be given by the Association to Apartment Unit Owners, and by Apartment Unit Owners to the Association and other Apartment Unit Owners in the manner provided by the By-Laws of the Association for notices to members of the Association.

5. ALL FUNDS AND THE TITLES of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the apartment unit owners for the purposes herein stated.

6. ALL INCOME received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

VIII. INSURANCE

The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE. Except Builders Risk and other required insurance furnished by the Developer, during construction; all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment unit owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgagee endorsements to the holders of first mortgages on the apartment units or any of them and, if insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claim against apartment unit owners, the Association and their respective servants, guests and agents, Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. APARTMENT UNIT OWNERS. Each apartment unit owner may obtain insurance, at his own expense, affording coverage upon his personal

property and for his liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII., 1. hereof.

3. COVERAGE.

(a) CASUALTY. The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against the following:

(i) LOSS OR DAMAGE by fire and other hazards covered by the standard extended coverage endorsement;

(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(b) PUBLIC LIABILITY and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

(c) WHENEVER and for so long as Atlantic Federal Savings and Loan Association of Fort Lauderdale has a mortgage encumbering any apartment, all insurance policies upon the condominium property shall be purchased only in a company and through an agency approved by Atlantic Federal Savings and Loan Association of Fort Lauderdale, and it shall be furnished evidence of payment of the insurance premiums when due. This is a covenant for the benefit of said mortgagee and may be enforced by it.

(d) WORKMEN'S COMPENSATION policy to meet the requirements of law.

(e) ALL LIABILITY INSURANCE shall contain cross-liability endorsements to cover liabilities of the apartment unit owners as a group to an apartment

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unit owner.

4. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

5. ALL INSURANCE POLICIES purchased by the Association shall be for the benefit of the Association and the apartment unit owners and Recreation Unit owner and their respective mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Broward National Bank of Fort Lauderdale, as Trustee, or to any other bank in Florida with trust powers and total assets of more than \$50,000,000. Such Trustee or any other bank acting as such is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Apartment Unit Owners, the Recreational Unit Owner and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(a) COMMON ELEMENTS. Proceeds on account of damage to Common Elements-that undivided share for each Apartment Unit Owner and his mortgagee, if any, which is set forth in Exhibit A. - 2 .

(b) APARTMENT UNITS. Proceeds on account of Apartment Units shall be held in the following manner in undivided shares:

(i) PARTIAL DESTRUCTION when the Building is restored - for the Owners of damaged Apartment Units in proportion to the costs of repairing the damage suffered by each damaged Apartment Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee, the appropriate portions as aforesaid, and each Apartment Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) TOTAL DESTRUCTION when the Building is destroyed or

where the Building is not to be restored - for all Apartment Unit Owners, the share of each being that share set forth in Exhibit A.- 2 .

(c) MORTGAGEES. In the event a mortgagee endorsement has been issued as to an Apartment Unit, the share of the Apartment Unit Owner shall be held in trust for the mortgagee and the Apartment Unit Owner as their interests may appear.

(d) RECREATION UNIT. In the event of any damage to the Recreation Unit covered by insurance, the proceeds on account of such damage shall be held for the benefit of the owners of the Recreation Unit if said improvements are to be restored. If said improvements are not to be restored and the condominium is to be terminated as provided herein, then and in that event, said insurance proceeds shall be held for the benefit of all apartment unit owners and their first mortgagees, and Recreation Unit owner in the same manner as hereinabove provided in Article VIII. 5. (a).

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 after first paying or making provisions for payment of the expenses of the Insurance Trustee in the following manner:

(a) RECONSTRUCTION OR REPAIR. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners; all remittances to apartment unit owners and their respective mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment unit and may be enforced by him.

(b) FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners; remittance to apartment unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment unit and may be enforced by him.

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(c) CERTIFICATE. In making distribution to apartment unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the apartment unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver such certificate.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. If any part of the Common Elements shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided or unless such damage renders one-half or more of the apartment Units untenable and Apartment Unit Owners, who, in the aggregate own 80% or more of the shares, vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter.

1. ANY SUCH RECONSTRUCTION or repair shall be substantially in accordance with the Plans and Specifications.

2. ENCROACHMENTS UPON or in favor of Apartment Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Apartment Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

3. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

B. Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the Apartment Unit Owner, then the Apartment Unit 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.

1. ESTIMATE OF COSTS. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Governors desires.

2. ASSESSMENTS. If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment shall be made against all Apartment Unit Owners in sufficient amounts to provide funds for the payment of such costs.

3. CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Apartment Unit Owners, shall be disbursed in payment of such cost in the following manner:

(a) ASSOCIATION: If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee.

(b) INSURANCE TRUSTEE: The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections against Apartment 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:

(i) APARTMENT UNIT OWNER AND RECREATIONAL OWNER. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Apartment Unit Owner and Recreational Unit Owner; to such contractors, suppliers and personnel as do the work or supply

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the materials or services required for such reconstruction or repair, in such amounts and at such times as the Apartment Unit Owner and Recreational Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Apartment Unit Owner and/or Recreational Unit Owner and the first mortgagee direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility to the Apartment Unit Owner or Recreational Unit Owner to make such reconstruction or repair.

(ii) ASSOCIATION-LESSER DAMAGE. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) ASSOCIATION-MAJOR DAMAGE. If the amount of the estimated cost of reconstruction and repair of the Building or other improvements is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, and that the sum requested does not exceed the value of the services and materials described in the certificate, and (2) that except for the amount stated in such cer-

tificate to be due as aforesaid, there is not outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's mechanic's, materialmen's or similar lien upon such work, the Common Elements or any individual apartment unit or the Recreation Unit, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(iv) SURPLUS. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and 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 Apartment Unit Owners and Recreational Unit Owner and their mortgagees jointly, who are the beneficial owners of the Fund.

4. INSURANCE ADJUSTMENTS. Each Apartment Unit Owner and Recreational Unit Owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Apartment Unit Owners or Recreational Unit Owner.

5. MORTGAGEES. In the event a mortgagee endorsement has been issued as to an Apartment Unit or Recreational 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 or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

6. THE PROVISIONS OF THIS ARTICLE may not be amended without the express approval of the mortgagees.

X. TAXES AND SPECIAL ASSESSMENTS

1. THE ASSESSMENT of each of the Apartment Units and Recreation Unit for taxes and special assessments by governmental bodies shall be subject to applicable Florida Statutes.

2. DURING ANY PERIOD OF TIME the taxes and special assessments upon the Property, including the Recreation Unit, or any portion thereof are not assessed to Units as aforesaid, the taxes and assessments not separately assessed to Units shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each apartment unit owner and Recreation Unit owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by tax assessors.

3. RETURN FOR TAXATION. The Association shall make a return for all property for taxation in the names of the respective apartment unit owners and Recreation Unit owner, returning for each a share determined in the manner hereinabove provided for allocation of assessments by tax assessors.

XI. ASSESSMENTS

Assessments against the apartment unit owners and Recreation Unit owner shall be made or approved by the Board of Governors of the Association and shall be paid by the apartment unit owners and Recreation Unit owner to the Association in accordance with the following provisions:

1. SHARE OF EXPENSES. Common Expenses. The expense for the operation and maintenance of the common elements (including general common elements, limited common elements and the Recreation Unit) shall be a common expense, and each unit owner shall be liable for his share of the common expenses, which share shall be equal to the percentage that each unit bears to the Common Elements as set forth in Exhibit A-2, and his share in the Common Surplus shall be a like percentage.

2. DURING THE PERIOD in which there are more than (10) unsold and unoccupied units owner by the Developer, it shall be the responsibility of the Developer, as its share of Common Expenses on those unsold units, to provide such funds to the Association as are necessary to pay for the services set forth and contemplated in the Management Agreement which is attached as Exhibit D;

it is contemplated that the services will require the approximate amount which would be due from the Developer as monthly maintenance assessments on these unsold apartment units, but it is understood and agreed, however, that the maximum responsibility of the Developer in this regard shall not exceed what would be the Developer's prorata share for the unsold units as set forth in Exhibit A-2.

3. ASSESSMENTS OTHER THAN COMMON EXPENSES. Any assessments, the authority to levy which is granted to the Association or its Board of Governors by the Condominium Documents, shall be paid by the unit owners to the Association in the proportions set forth in the provisions of the Condominium Documents authorizing the assessment, except that for the purpose of this paragraph mortgagees shall not be considered unit owners nor shall they be liable for these assessments.

4. ACCOUNTS. All sums collected by the Association from assessments may be co-mingled in a single fund but they shall be held for the apartment unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments.

(c) RECONSTRUCTION AND REPAIR ACCOUNT - to which shall be credited all sums collected for reconstruction and repair assessments.

(d) EMERGENCY ACCOUNT - to which shall be credited all sums collected for emergencies.

5. ASSESSMENTS FOR COMMON EXPENSES. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessment is made and at such other and additional times as in the judgment of the

Board of Governors additional Common Expense assessments are required for the proper management, maintenance and operation of the Common Elements and Recreation Unit. Such annual assessments shall be due and payable monthly or quarterly during the calendar year, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

For purposes of determining the Apartment Unit Owner and the commencement date for monthly assessments, the Developer shall not be construed to be the owner of any unit under a contract for sale, but as of 30 days from date of issuance of Certificate of Occupancy, all contract purchasers, whether closed or not, shall be responsible for monthly assessments, and the Developer shall be liable for its share of Common Expenses in accordance with the terms of Paragraph 2 of this Article.

6. OTHER ASSESSMENTS. Other assessments shall be made in accordance with the provisions of the Condominium Documents, and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Governors of the Association.

7. ASSESSMENTS FOR EMERGENCIES. Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Governors of the Association.

8. ASSESSMENTS FOR LIENS. All liens of any nature including taxes and special assessments levied by governmental authority, which are a lien upon more than one unit, the Recreational Unit, or upon any portion of the Common Elements shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the share of the Units concerned or

charged to the Common Expense Account, whichever in the judgment of the Board of Governors is appropriate.

9. ASSESSMENT ROLL. The assessments against all Apartment Unit Owners shall be set forth upon a roll of the Apartment Units which shall be available in the office of the Association for inspection at all reasonable times by Apartment Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for each unit for all purposes and the amounts of all assessments paid and unpaid. A Certificate made by the Association as to the status of an Apartment Unit Owner's assessment account shall limit the liability of any person for whom made other than the Apartment Unit Owner may request in writing.

10. LIABILITY FOR ASSESSMENTS. The Owners of an Apartment Unit and his grantees shall jointly and severally be liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Apartment Unit for which the assessments are made. A purchaser of an Apartment Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchase as aforesaid shall be entitled to the benefit for all prepaid assessments paid beyond the date such purchaser acquires title.

11. LIEN FOR ASSESSMENTS. The unpaid portion of an assessment which is due shall be secured by a lien which shall be subordinate to any prior recorded mortgage on the Apartment Unit, said lien to attach to the following:

(a) The Apartment Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Broward County. The Association shall not, however, record such claim of lien

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until the assessment is unpaid for not less than twenty (20) days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

(b) ALL TANGIBLE personal property located in the Apartment Unit except that such lien shall be subordinate to prior bona fide liens of record.

12. COLLECTION

(a) INTEREST; APPLICATION OF PAYMENTS. Assessments and installments thereof paid on or before ten (10) days after the date when due shall bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of six percent (6%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) SUIT. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of six percent (6%) per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same, to reasonable attorney's fees.

XII. COMPLIANCE AND DEFAULT

Each Apartment Unit Owner shall be governed and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Apartment Unit Owners to the following relief:

1. LEGAL PROCEEDING. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same to, an action to recover sums due for damages, injunctive relief, foreclosure of lien

or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Apartment Unit Owner.

2. ALL APARTMENT UNIT OWNERS and Recreation Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates, occasioned by use, misuse, occupancy or abandonment of any Apartment Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. COSTS AND ATTORNEY'S FEES. In any proceeding arising because of an alleged default by an Apartment Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

4. NO WAIVER OF RIGHTS. The failure of the Association or an Apartment Unit Owner or Recreational Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Apartment Unit Owner or Recreational Unit Owner to enforce such right, provision, covenant or condition in the future.

5. ALL RIGHTS, remedies and privileges granted to the Association or an Apartment Unit Owner or Recreational Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall not be deemed to constitute an election or remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XIII. AMENDMENT

Except for alterations in the Shares which cannot be done except with the consent of all Apartment Unit Owners and Recreational Unit Owner whose

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shares are being affected, and their mortgagees, and with the exception of the insurance provisions hereinabove set forth relating to prohibition of amendment without the consent of mortgagees, the Condominium Documents may be amended in the following manner:

1. DECLARATION. Amendments to the Declaration shall be proposed and adopted as follows:

(2) NOTICE. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

(b) RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the Apartment Unit Owners and Recreational Unit Owner meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Governors and Apartment Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) of the Governors and seventy-five percent (75%) of the Apartment Unit Owners and Recreational Unit Owner and their mortgagees.

(c) RECORDING. A copy of each amendment shall be certified by at least two officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida. Copies of the same shall be sent to each Apartment Unit Owner and Recreational Unit Owner and his mortgagee in the manner elsewhere provided for the giving of notice but the same shall not constitute a condition precedent to the effectiveness of such amendment.

(d) DEVELOPER'S ADDITIONAL RIGHTS. Irrespective of anything else herein contained, no amendment may be made to this Declaration of Condominium, the Amended Articles of Incorporation and By-Laws of Atlantic Ocean Club Condominium Apartments, Inc., Rules and Regulations, or the warranty deeds of Ocean Club, without the written consent of Forty-Two, Inc., so long as it retains the ownership of any condominium parcel (apartment unit).

(e) IRRESPECTIVE OF ANY of the terms and conditions con-

tained in this Article XIII no amendments may be made to this Declaration of Condominium, the Amended Articles of Incorporation, By-Laws, Rules and Regulations, Warranty Deed, or the Recreation and Health Unit Agreement, without the written consent of the owners of the Recreation Unit.

2. ASSOCIATION: Amended Articles of Incorporation and By-Laws. The Amended Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents and in accordance with provisions contained in Article XIII. 1. (d) and (e) hereof.

XIV. TERMINATION.

The Condominium shall be terminated, if at all, in the following manner:

1. THE TERMINATION OF THE CONDOMINIUM may be effected by the agreement of all Apartment Owners and Recreational Unit Owner and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

2. DESTRUCTION. If it is determined in the manner elsewhere provided, that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

3. SHARES OF APARTMENT UNIT OWNERS AND RECREATIONAL UNIT OWNER AFTER TERMINATION. After termination of the Condominium, the Apartment Unit Owners and Recreational Unit Owner shall own the property as tenants in common in undivided shares, and the holders of mortgages and liens against the unit or unit formerly owned by such unit owners shall have mortgages and lien upon the respective undivided shares of the Apartment Unit Owners and Recreational Unit Owner; such undivided shares shall be set

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forth in Exhibit A-2. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Unit Owners and Recreational Unit Owner and their first mortgagees in proportion to their ownership of the Common Elements. The costs incurred by the Association in connection with a termination shall be a Common Expense.

4. FOLLOWING TERMINATION, the Property may be partitioned and sold upon the application of any apartment unit owner or Recreation Unit Owner, If the Board of Governors, following a termination, by not less than three fourths vote determines to accept an offer for sale of the Property, each apartment unit owner and the Recreation Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect as such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

5. THE MEMBERS of the Board of Governors acting collectively as agent for all unit owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every apartment unit and the Recreation Unit and the appurtenances thereto, and every unit owner and Recreation Unit owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

XVI. LIENS

1. PROTECTION OF PROPERTY. All liens against a unit other than for permitted mortgages, taxes of special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All

taxes and special assessments upon a unit shall be paid before becoming delinquent.

2. NOTICE OF LIEN. An apartment unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

3. NOTICE OF SUIT. Apartment Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his unit or any other part of the Property; such notice to be given within five (5) days after the unit owner receives notice thereof.

4. FAILURE TO COMPLY with this Article concerning liens will not affect the calidity of any judicial sale.

5. THE ASSOCIATION shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES

1. NO JUDICIAL SALE of an apartment unit nor any interest therein shall be valid unless:

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

(b) PUBLIC SALE. The sale is a result of a public sale with open bidding.

2. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Governors of the Association.

3. IN THE EVENT proceedings are instituted to foreclose any mortgage on any unit, the Association on behalf of one or more Apartment Unit Owners shall have the authority with the permission of the mortgagee to redeem

from the mortgagee for the amount due thereon or to purchase such unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, from any claim or right of any grantee, his heirs or assigns of such mortgagor and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any apartment unit, and such lending institution shall have an unrestricted absolute right to accept title to the apartment unit in settlement and satisfaction of said mortgage in accordance with the terms thereof and the laws of the State of Florida, and to bid upon said apartment unit at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the institution of foreclosure proceedings. Should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale may acquire such apartment unit and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said Property to persons approved by the Association. If the Association or any members as aforesaid redeems such mortgage, it shall have a lien against the apartment unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

XVIII. PROVISIONS PERTAINING TO DEVELOPER

For so long as the Developer continues to own any of the apartment units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment unit owner to pay assessments as to each unit owned by it, in accordance with the Condominium Documents.

1. FOR SO LONG as the Developer owns ten or more apartment units, a majority of the Board of Governors of the Association shall be selected by the Developer and such members as may be selected by the Developer need not be residents in the Building. At a time when the Developer owns less than ten (10) apartment units, it shall be entitled to select only one member of the Board of Governors, but in no event shall the Developer select a majority of the Board of Governors for a period of longer than two years from date of recording of the Declaration of Condominium.

2. THE DEVELOPER specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

3. THE DEVELOPER shall have the right to use residential unit or units for the purpose of a sales and marketing office for as long as there is a residential unit to be sold, provided that the developer pays his proportionate share towards the common expenses according to the declaration hereof.

XIX. INVALIDITY OR UNENFORCEABILITY - If any term, covenant, provision, phrase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant, phrase or element of the Condominium Documents.

XX. APARTMENT UNIT DEEDS

Any transfer of an apartment unit shall include all appurtenances thereto whether or not specifically described.

XXI. CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXII. GENDER, SINGULAR, PLURAL

Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

XXIII. SEVERABILITY

If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 1st day of April, 1971.

FORTY-TWENTY, INC.

BY J. Zutis

SEAL

ATTEST:

[Signature]

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared A. ZUTIS and OLGERTS A. BODNIEKS, as Vice President and Secretary respectively of Forty-Twenty, Inc., a Florida corporation, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

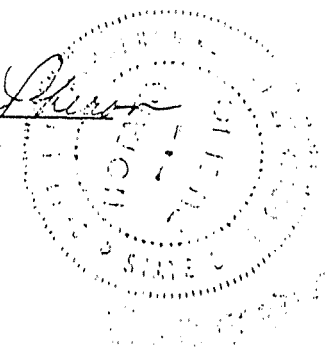
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, said County and State, this 1st day of April, 1971.

[Signature]
NOTARY PUBLIC

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 9, 1971
BONDED THROUGH FRED W. DIEBELHORST

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JOINDER OF MORTGAGEE

ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, hereinafter called the Mortgagee, the owner and holder of mortgages upon those two hundred and seven (207) apartment units in the Ocean Club Condominium Apartments located in Broward County, Florida, joins in the making of the foregoing Declaration of Condominium.

Signed, sealed and delivered in the presence of:

ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE

By [Signature]

Attest [Signature]

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

PERSONALLY APPEARED before me, the undersigned authority,

Robert W. Fox and Jean M. Teson respectively as Senior Vice President and Secretary of ATLANTIC

FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, who being by me first duly sworn depose and say that they executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, said County and State, the 1 day of June, 1971.

[Signature]
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Dec. 8, 1974
Bonded By American Fire & Casualty Co.

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INDICATES MARKERS

SCALE =

Exhibit A-1

LEGAL DESCRIPTION - RECREATIONAL UNIT
OCEAN CLUB - A CONDOMINIUM

A portion of Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida, and being both perimetricaly and vertically described as follows:

PERIMETRICAL DESCRIPTIONS:

Commencing at the Northwest corner of said Lot 18; thence due East along the North line of said Lot 18, a distance of 96.01 feet; thence due South a distance of 38.73 feet to the Point of Beginning; thence due East a distance of 295.67 feet; thence due South a distance of 90 feet; thence due West a distance of 295.67 feet; thence due North a distance of 90 feet to the Point of Beginning, less that portion more fully described as follows: Commencing at the Northwest corner of said Lot 18; thence due East along the North line of said Lot 18, a distance of 96.01 feet; thence due South a distance of 38.73 feet; thence due East a distance of 159.42 feet; thence due South a distance of 8.33 feet to the Point of Beginning; thence continuing due South a distance of 32.25 feet; thence due West a distance of 5.67 feet; thence due North a distance of 2.08 feet; thence due West a distance of 17.50 feet; thence due North a distance of 22.58 feet; thence due East a distance 11.75 feet; thence due North a distance of 7.59 feet; thence due East a distance of 11.42 feet to the Point of Beginning, hereinafter referred to as 19th Floor, Recreational Unit;

TOGETHER WITH:
Commencing at the Northwest corner of said Lot 18; thence due East along the North line of said Lot 18, a distance of 96.01 feet; thence due South a distance of 38.73 feet; thence due East a distance of 70.42 feet; thence due South a distance of 7 feet to the Point of Beginning; thence due East a distance of 103 feet; thence due South a distance of 8 feet; thence due East a distance of 8 feet; thence due North a distance of 8 feet; thence due East a distance of 103 feet; thence due South a distance of 8 feet; thence due East a distance of 8 feet; thence due South a distance of 60 feet; thence due West a distance of 8 feet; thence due South a distance of 8 feet; thence due West a distance of 103 feet; thence due North a distance of 8 feet; thence due West a distance of 8 feet; thence due South a distance of 8 feet; thence due West a distance of 103 feet; thence due North a distance of 8 feet; thence due West a distance of 8 feet; thence due North a distance of 60 feet; thence due East a distance of 8 feet; thence due North a distance of 8 feet to the Point of Beginning, less that portion more fully described as follows: Commencing at the said Northwest corner of Lot 18; thence due East along the North line of said Lot 18, a distance of 96.01 feet; thence due South a distance of 38.73 feet; thence due East a distance of 159.75 feet; thence due South a distance of 16.58 feet to the Point of Beginning; thence continuing due South a distance of 23.75 feet; thence due East a distance of 0.67 feet; thence due South a distance of 20.50 feet; thence due West a distance of 39.08 feet; thence due North a distance of 1 foot; thence due East a distance of 0.33 feet; thence due North a distance of 19.50 feet; thence due East a distance of 0.67 feet; thence due North a distance of 23.75 feet; thence due East a distance of 37.42 feet to the Point of Beginning, hereinafter referred to as 20th Floor, Recreational Unit; ALSO TOGETHER WITH:

Commencing at the said Northwest corner of Lot 18; thence due East along the North line of Lot 18, a distance of 96.01 feet; thence due South a distance of 38.73 feet; thence due East a distance of 159.75 feet; thence due South a distance of 40.33 feet to the Point of Beginning; thence due East a distance of 0.67 feet; thence due South a distance of 20.50 feet; thence due West a distance of 39.08 feet; thence due North a distance of 1 foot; thence due East a distance of 0.33 feet; thence due North a distance of 19.50 feet; thence due East a distance of 13.92 feet; thence due North a distance of 1.83 feet; thence due East a distance of 18.17 feet; thence due South a distance of 1.83 feet; thence due East a distance of 5.33 to the Point of Beginning, hereinafter referred to as 20th Floor, Recreational Unit, Elevator Lobby.

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o INDICATES MARKERS

SCALE 1" =

VERTICAL DESCRIPTIONS:

The following descriptions are based on United States Coastal and Geodetic Survey (Mean Sea Level Datum).

Vertical description of the afore referenced 19th Floor, Recreational Unit the lower limits being a horizontal plane with an elevation of 175.89 feet and the upper limits being a horizontal plane with an elevation of 181.89 feet, both horizontal planes being extended in all directions to an intersection with the above described perimetrical boundary.

Vertical description of the afore referenced 20th Floor, Recreational Unit the lower limits being a horizontal plane with an elevation of 181.89 feet and the upper limits being a horizontal plane with an elevation of 207.30 feet both horizontal planes being extended in all directions to an intersection with the above described perimetrical boundary.

Vertical description of the afore referenced 20th Floor, Recreational Unit Elevator Lobby, the lower limits being a horizontal plane with an elevation of 181.89 feet and the upper limits being a horizontal plane with an elevation of 181.89 feet, both horizontal planes being extended in all directions to an intersection with the above described perimetrical boundary.

DFB
2/17/70
G-3956

Revised 2/18/70
Revised 4/5/71

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MAY 20 1999 04/22/1999 17:18:30pm

1100 W. G. WING AVENUE
PORT LAUDERDALE, FLORIDA

MCLAUGHLIN ENGINEERING CO.
ENGINEERS - SURVEYORS

EXHIBIT A-2 OCEAN CLUB, A CONDOMINIUM APARTMENT SHARE BY PERCENTAGE

ENTRANCE LEVEL

APARTMENT NO. 1	0.250 %
APARTMENT NO. 2	0.159 %
APARTMENT NO. 3	0.249 %
APARTMENT NO. 4	0.338 %
APARTMENT NO. 5	0.106 %
<hr/>	
	1.102 %

MEZZANINE LEVEL

APARTMENT NO. 101	0.440 %
APARTMENT NO. 102	0.451 %
APARTMENT NO. 103	0.390 %
APARTMENT NO. 104	0.247 %
APARTMENT NO. 105	0.367 %
APARTMENT NO. 106	0.284 %
APARTMENT NO. 107	0.350 %
APARTMENT NO. 109	0.392 %
APARTMENT NO. 110	0.298 %
APARTMENT NO. 111	0.440 %
APARTMENT NO. 112	0.574 %
<hr/>	
	4.233 %

FLOORS 2nd THROUGH 12th AND 14th THROUGH 18th INCLUSIVE (16 FLOORS)

APARTMENTS with numbers ending in digit no. 1	0.461 %
APARTMENTS with numbers ending in digit no. 2	0.476 %
APARTMENTS with numbers ending in digit no. 3	0.410 %
APARTMENTS with numbers ending in digit no. 4	0.429 %
APARTMENTS with numbers ending in digit no. 5	0.411 %
APARTMENTS with numbers ending in digit no. 6	0.495 %
APARTMENTS with numbers ending in digit no. 7	0.367 %
APARTMENTS with numbers ending in digit no. 8	0.494 %
APARTMENTS with numbers ending in digit no. 9	0.411 %
APARTMENTS with numbers ending in digit no. 10	0.307 %
APARTMENTS with numbers ending in digit no. 11	0.461 %
APARTMENTS with numbers ending in digit no. 12	0.602 %
<hr/>	
	5.324 % x 16 = 85.184 %

19th AND 20th FLOORS

RECREATIONAL UNIT 9.481 %

TOTAL 100.000 %

RECORDED BY THE ORIGINAL RECORDS DEPARTMENT
OF THE COUNTY OF DADE
5/20/99 WRE/SUB
MCLAUGHLIN

REC 5319
MAY 20 1999

JOB ORDER No. G-3956 (Revised)

DRAWN BY R.L.B.
CHECKED BY D.F.B.

AMENDED ARTICLES OF INCORPORATION

OF

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

THE UNDERSIGNED hereby associate ourselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1961, and certify as follows:

ARTICLE I.

NAME:

The name of the corporation shall be "ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.," and the principal office of this corporation shall be 4020 Galt Ocean Drive, Fort Lauderdale, Florida. For convenience the corporation shall be referred to as the "Association".

ARTICLE II.

PURPOSE:

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

1. A condominium known as OCEAN CLUB is being constructed upon the following lands in Broward County, Florida:

Lot 18, Block 34 of GALT OCEAN MILE ADDITION NO. 1, according to the Plat thereof recorded in Plat Book 45, Page 9, of the Public Records of Broward County, Florida.

2. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of 207 apartments within the Property, together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

3. The Association shall make no distributions of income to its members, Governors or officers.

ARTICLE III.

POWERS:

1. The Association shall have all of the common law and statutory

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powers of a corporation not for profit, which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

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

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The reconstruction of improvements after casualty and the further improvements to the Property.

(e) To make and amend regulations respecting the use of the Property in the condominium.

(f) To approve or disapprove proposed purchasers, lessees and mortgagees of apartments.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the condominium.

(h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the Property.

ARTICLE IV.

MEMBERS:

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

1. All owners of apartment units in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument; the new owners designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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 the apartment units in the condominium.

ARTICLE V.

1. The affairs of the Association will be managed by a Board of not less than three nor more than nine Governors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Governors.

2. Governors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By Laws, except that for so long as the Developer, or its successors, is the owner of ten or more apartment units, it shall have the right to elect a majority of the Governors, who need not be residents of the condominium. At a time when the Developer owns less than ten apartments, it shall be entitled to select only one member of the Board of Governors, but in no event shall the Developer select a majority of the Board of Governors for a period

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of longer than two years from date of recording of the Declaration of Condominium.

Governors may be removed and vacancies on the Board of Governors shall be filled in the manner provided by the By-Laws.

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

<u>NAME</u>	<u>ADDRESS</u>
O. J. LAGZDINS	2100 South Ocean Lane
OLGERTS A. BODNIEKS	1920 South Ocean Drive
HARRY B. DUFFY	1040 Bayview Drive

FORT LAUDERDALE, FLORIDA

ARTICLE VI.

OFFICERS:

The affairs of the Association shall be administered by officers elected by the Board of Governors at its first meeting following the Annual Meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Governors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Governors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
O. J. LAGZDINS President	2100 South Ocean Lane
OLGERTS A. BODNIEKS Vice President	1920 South Ocean Drive
HARRY B. DUFFY Secretary-Treasurer	1040 Bayview Drive

FORT LAUDERDALE, FLORIDA

ARTICLE VII.

INDEMNIFICATION:

Every Governor and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including

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

ARTICLE VIII.

BY-LAWS:

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

ARTICLE IX.

AMENDMENTS:

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by 75% of all of the Governors and by not less than 75% of the members of the Association. Governors and members not present at the meeting considering the amendment may express their approval in writing, and shall be effective when recorded in the Public Records of Broward County, Florida.

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ARTICLE X.

TERM:

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Condominium Documents.

ARTICLE XI.

SUBSCRIBERS:

The names and residences of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
HARRY B. DUFFY	1040 Bayview Drive
DeETTE F. KAROLY	1040 Bayview Drive
SHARRON S. PORTER	1040 Bayview Drive

FORT LAUDERDALE, FLORIDA

IN WITNESS WHEREOF, the Subscribers have hereto affixed their signatures this 1st day of Sept, 1970.

Harry B. Duffy
HARRY B. DUFFY

Deette F. Karoly
DeETTE F. KAROLY

Sharron S. Porter
SHARRON S. PORTER

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

BEFORE ME, the undersigned authority, personally appeared HARRY B. DUFFY, DeETTE F. KAROLY and SHARRON S. PORTER, who, after being sworn by me on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me at Fort Lauderdale, sand County and State, this 1st day of Sept, 1970.

[Signature]
NOTARY PUBLIC

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 21, 1974
BONDLO THRU FRED W. DIESTELHORST

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84-185943

AMENDMENT TO THE BY-LAWS

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

KNOW ALL MEN BY THESE PRESENTS that the undersigned President and Secretary of the Atlantic Ocean Club Condominium Apartments, Inc., do hereby certify as follows:

84 MAY 23 PM 2 15

I. That at the Annual Meeting of the Owners of the Atlantic Ocean Club Condominium Apartments, Inc., on February 18, 1984, the following Amendments to the Declaration of Condominium and the By-Laws were duly proposed and passed by a vote of not less than 60% of the votes of the entire membership of the members of the Association, and

II. The Amendments to the Declaration of Condominium and the By-Laws so adopted are as follows:

A. Article II of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Members" Paragraph 1 is amended to read as follows:

"The annual members meeting shall be held at the office of the Corporation at 4020 Galt Ocean Drive on the second Saturday of March of each year for the purpose of electing Governors and transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held on the next following Saturday."

B. Article II of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Members" Paragraph 4, is amended to read as follows:

"Special members' meetings shall be held whenever called by the President or Vice President, or by the majority of the Board of Governors, and must be called by such officers upon receipt of a written request from 10% of the entire membership".

Y
RETURN TO:
EDWARD R. KUHLEN, ESQ.
2870 East Oakland Park Blvd.
Ft. Lauderdale, FL 33306

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C. Article II of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Members" Paragraph 5, is amended to read as follows:

"Notice of all members' meetings stating the time, place, and the objections for which the meeting is called, shall be given by the President, Secretary or Vice President. Such notice shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed not less than fifteen (15) days or more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice."

D. Article II of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Members" Paragraph 6 is amended to read as follows:

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

E. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 1, is amended to read as follows:

"Each member of the Board of Governors, which comprises seven (7) persons, shall be either the owner of an apartment unit, have an interest therein, or in the event of a corporation ownership, any officer or director of the corporation."

F. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 2, Section B, is amended to read as follows:

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"Vacancies in the Board of Governors shall be filled by the appointment to the Board of Governors of another member of the association by a majority of the votes of the remaining Governors within one (1) month from the time the vacancy occurs."

G. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 2, Section C, is amended to read as follows:

"Beginning with the election of the Board of Governors at the annual meeting to be held in March, 1984, the Governors shall serve staggered terms. At the 1984 annual meeting, seven (7) Governors shall be elected and of those seven (7), the three (3) Governors who receive the highest number of votes shall serve for a period of two (2) years and the remaining four (4) Governors elected, shall serve for a period of one (1) year only. At subsequent annual elections, all Governors shall serve for a period of two (2) years. This shall be effective upon recording and shall operate for purposes of the 1984 election.

In the event of a tie to determine who fills the last vacancy of either the two (2) year Governors, and/or the one (1) year Governors, the candidates who tie may immediately resolve the tie by common accord among themselves; otherwise, a new ballot shall be taken immediately by that office."

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H. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 3, is deleted.

I. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 5, is amended to read as follows:

"Regular meetings of the Board of Governors shall be held monthly at a specific date, time and place as shall be determined by the majority of the Governors. Notice of regular meetings shall be given each Governor personally or by mail, telephone or telegraph at least seven (7) days prior to the date named for such meeting unless such notice is waived."

J. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 8, is amended to read as follows:

"A quorum at Governors' meetings shall consist of the Governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by the majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present must adjourn the meeting from time-to-time until a quorum is present. At an adjourned meeting any business which might have

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been transacted at that meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of the meeting by signing and concurring in the minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum."

K. Article III of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 9, is deleted.

L. Article II of the By-Laws of the Atlantic Ocean Club Condominium Apartments, Inc., entitled "Governors" Paragraph 10, is amended to read as follows:

"Governors shall serve without renumeration."

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In all other respects the said By-Laws of the ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., shall remain in effect.

Dated at Fort Lauderdale, Florida, this 18th day of

FEBRUARY, 1984.

Signed, Sealed and Delivered in the presence of:

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

CLYDE MURDOCK

By: Clyde Murdock
President

ROBERT E. DILLON

Attest: Robert E. Dillon
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Clyde Murdock and Robert E. Dillon, as President and Secretary, respectively, of the corporation above named, and they acknowledged executing the same freely and voluntarily under authority duly invested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal this 18th day of February, 1984.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 23, 1986
BONDED BY MINCEY AGENCY - 462-3641

My Commission Expires:

Howard R. Bradley
Notary Public



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

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THIS INSTRUMENT WAS PREPARED BY
HARRY B. DUFFY
BY HARRY B. DUFFY
HARRY B. DUFFY & CASORIA
424 BAYVIEW BUILDING
FORT LAUDERDALE, FLA. 33304

BY-LAWS

OF

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.
a condominium corporation not for profit under the laws of the
State of Florida

I. IDENTITY

These are the By-Laws of Atlantic Ocean Club Condominium Apartments, Inc., a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on April 18, 1969, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as OCEAN CLUB. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida:

Lot 18, Block 34 of GALT OCEAN MILE ADDITION
NO. 1, according to the Plat thereof recorded in
Plat Book 45, Page 9, of the Public Records of
Broward County, Florida.

1. The Office of the Association shall be at 4020 Galt Ocean Drive, Fort Lauderdale, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

II. MEMBERS

1. The annual members' meeting shall be held at the office of the corporation at 4020 Galt Ocean Drive on the 15th day of February of each year for the purpose of electing Governors and transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

2. All of the owners of condominium parcels (including, both the owners of apartment units and the Recreation Unit) shall be members of this

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WRN TO: HARRY B. DUFFY
BY HARRY B. DUFFY & CASORIA
BAYVIEW BUILDING
FORT LAUDERDALE, FLORIDA

corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

3. Voting by the Owners of Ocean Club, a condominium, in the affairs of the corporation shall be on the basis of one vote per apartment unit. The owners of the Recreation Unit shall not be entitled to vote in the affairs of the corporation, provided, however, that no amendment to the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, form of warranty deed, or form of 99-Year Lease, may be amended, modified, or changed in any respect without the written consent of the owners of said Recreation Unit.

4. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request from one third of the entire membership.

5. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or secretary or Vice President, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meeting.

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

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

8. Approval or disapproval of an apartment unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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

10. The order of business at annual members' meetings, and, as far as practicable at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Report of Officers.
- (f) Reports of Committees.
- (g) Election of Governors.
- (h) Unfinished Business.
- (i) New Business.
- (j) Adjournment.

III. GOVERNORS

1. The Board of Governors shall consist of five (5) persons, subject to the provisions pertaining to the Developer as set forth in the Articles of Incorporation and Paragraph 2. (c) of this Article. Each member of the Board of Governors shall be either the owner of an apartment unit, have an interest therein, or in the event of a corporate ownership, any officer or designated agent thereof.

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

(a) Members of the Board of Governors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(b) Vacancies in the Board of Governors may be filled until the date of the next annual meeting by the remaining Governors.

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(c) For so long as the Developer owns ten or more apartments, a majority of the Board of Governors of the Association shall be selected by the Developer, and such members need not be residents in the Building. At a time when the Developer owns less than ten apartments, it shall be entitled to select only one member of the Board of Governors, but in no event shall the Developer select a majority of the Board of Governors for a period of longer than two years from date of recording of the Declaration of Condominium.

3. The term of each Governor's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

5. Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of the Governors. Notices of regular meetings shall be given to each Governor personally or by mail, telephone or telegraph at least three days prior to the date named for such meeting unless such notice is waived.

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

7. Waiver of Notice. Any Governor may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Governors' meetings shall consist of the Governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors except as specifically otherwise provided in the Declaration of Condominium. If at

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any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of a meeting by signing a concurring in the minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum.

9. The presiding officer of Governors' meetings shall be the chairman of the Board. If such has not been elected, then the President shall preside. In the absence of the presiding officer, the Governors present shall designate one of their number to preside.

10. Governors' fees, if any, shall be determined by the members.

11. A Governor may be removed for cause or for the failure to be either the owner of an Apartment Unit, have an interest therein or in the event of corporate ownership to be an officer or designated agent thereof. The removal of a Governor pursuant to this paragraph shall be by the majority vote of the remaining Board members at a special meeting called for that purpose.

IV. POWERS AND DUTIES OF THE BOARD OF GOVERNORS

All of the powers and duties of the Association shall be exercised by the Board of Governors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Governors shall be exercised in accordance with the provisions of the Declaration of Condominium, which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.

4. The reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartment units in the manner provided by the condominium documents.
7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, By-Laws of the Association, and the regulations for the use of the property in the condominium.
8. To contract for management of the condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.
9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartment units and the appurtenances thereto, and to assess the same against the apartment unit subject to such liens.
10. To carry insurance for the protection of apartment unit owners, and the Association against casualty and liabilities.
11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of the individual units.
12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purpose of the Association.

V. OFFICERS

1. The executive officers of the corporation shall be a President, who shall be a Governor, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Governors and who may be peremptorily removed by a vote of the Governors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary, or an Assistant Secretary.

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The Board of Governors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

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

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

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

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

6. The compensation of all officers and employees shall be fixed by the Governors. This provision shall not preclude the Board of Governors from employing a Governor as an employee of the Association nor preclude the contracting with a Governor for the management of the condominium.

VI. FISCAL MANAGEMENT

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

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

2. Budget.

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

(1) Common Expense Budget:

(i) Management, maintenance and operation of Common Elements; landscaping, office and shop, street and walkways, swimming pool, guest units, maids' rooms.

(ii) Utilities

(iii) Liability Insurance

(iv) Casualty Insurance

(v) Administration

(2) Proposed assessments against each member.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Governors and in which the monies of the Association shall be deposited. Withdrawals of monies from such

accounts shall be only by checks signed by such persons as are authorized by the Governors.

4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

5. Fidelity bonds may be required by the Board of Governors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Governors, but shall be at least the amount of the total assessments against members for Common Expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

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

VIII. AMENDMENTS

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

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

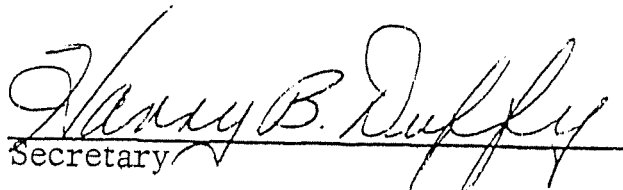
2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Governors and 75% of the votes of the entire membership of the Association. Governors and members not present at the meetings considering the amendment may express their approval in writing.

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

4. Effective Date. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of Atlantic Ocean Club Condominium Apartments, Inc., a condominium corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Governors on the 23rd day of February, 1971.


Secretary

APPROVED:

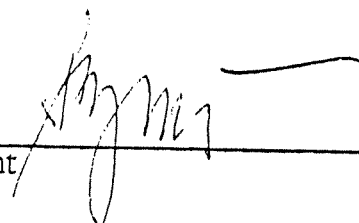

President

EXHIBIT A

PAGE 1

ANNEXED TO AND MADE A PART OF
"DECLARATION"

BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY, 1970

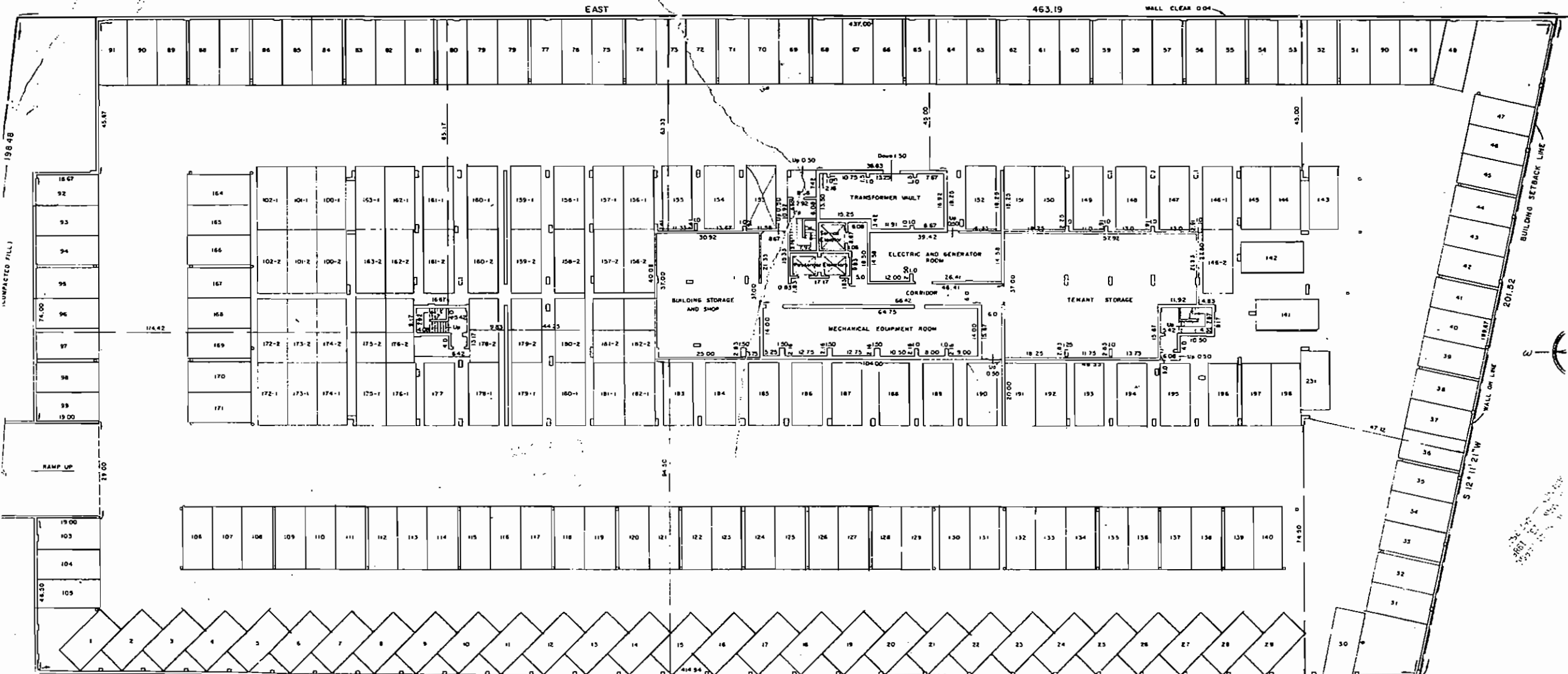
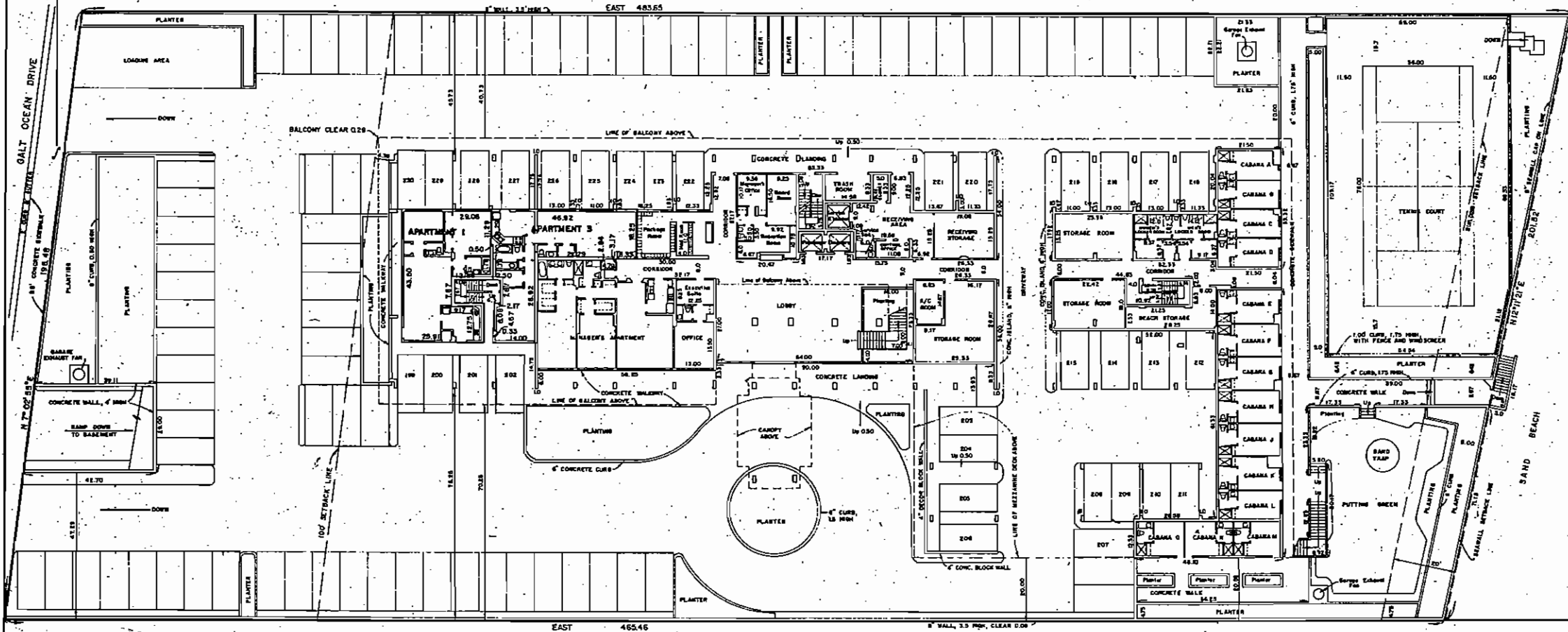


EXHIBIT A

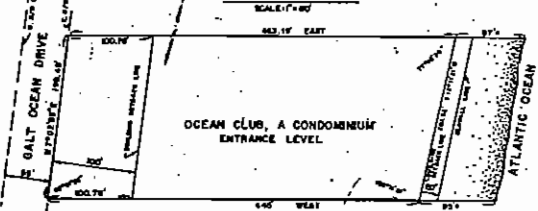
PAGE 2
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 6th DAY OF AUGUST, 1970



LEGAL DESCRIPTION OF PROPERTY:

Lot 16, Block 34, GALT OCEAN WALK ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those 61 UNDESIGNATED parking spaces, as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces or set forth in I-7 and X-3(b) of the Declaration of Condominium and shown on Page 1 and 2 of Exhibit A, together with those 14 Cabanas as shown on Page 2 of Exhibit A.

NOTES:

Bearings shown herein are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown herein are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6901, and subject to final survey upon completion of building and appointments.

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, 19th day of August, 1970.

McLAUGHLIN ENGINEERING CO.

By Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



OCEAN CLUB, A CONDOMINIUM

ENTRANCE LEVEL

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

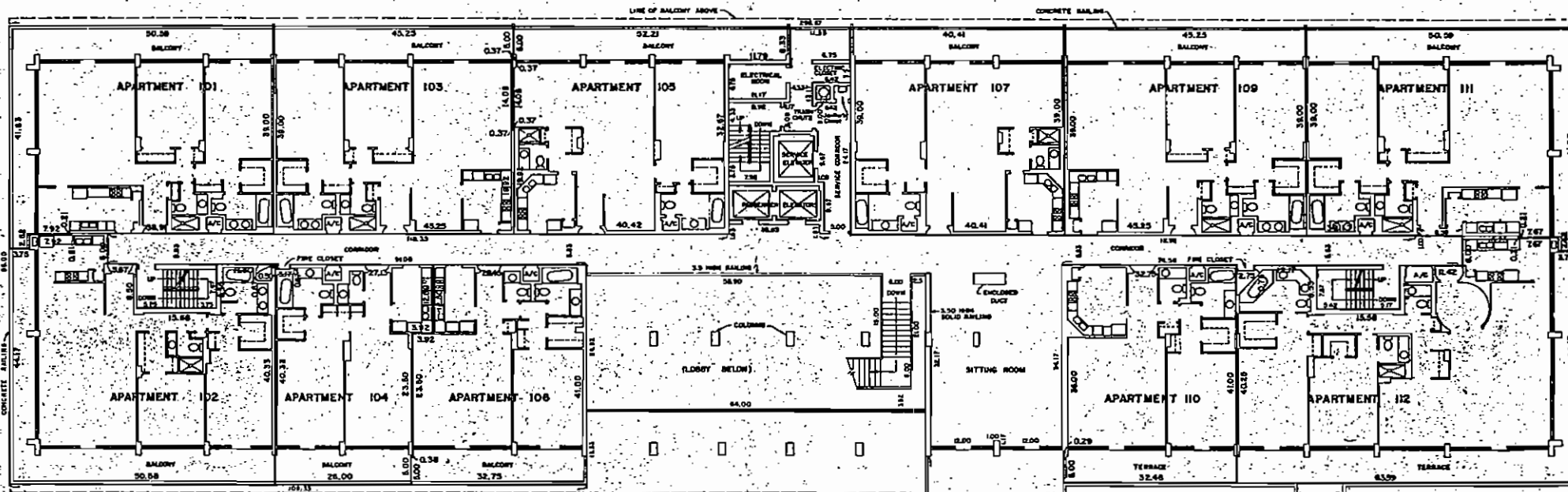
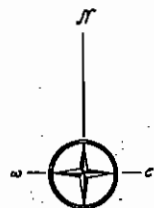
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 8-6-70	SCALE: 1" = 10'
CHECKED BY: D.F.B.	J.D. NO. 6-3956	C.L. NO. 44-21

EXHIBIT A

PAGE 3
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Essentials.
Installations for the furnishing of utility services to more than one apartment unit, or to an apartment or unit other than the apartment or unit creating the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, conveyors, balcony dividers, commoner's apartment, and those - (b) UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

LEGAL DESCRIPTION OF PROPERTY:

Lot 19, Block 34, GALT OCEAN WALK ADDITION NO. 1, as recorded in Plot Book 45, Page 9, of the public records of Broward County, Florida.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 spaces as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

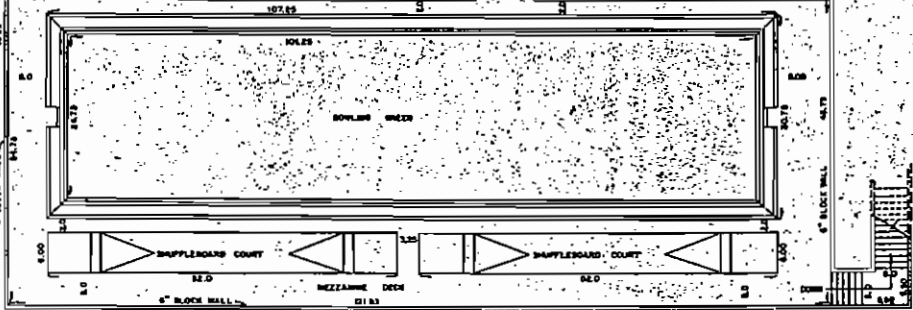
Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units.
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element, more than one Apartment or unit.
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C.B. G.S. Datum. Mezzanine floor includes two apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 25.92
Bottom of Apartment drop ceiling: 33.64
Bottom of Balcony floor slab elevation: 25.67
Bottom of Balcony ceiling slab elevation: 37.83

CERTIFICATION:

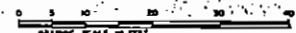
This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be detached therefrom the location, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

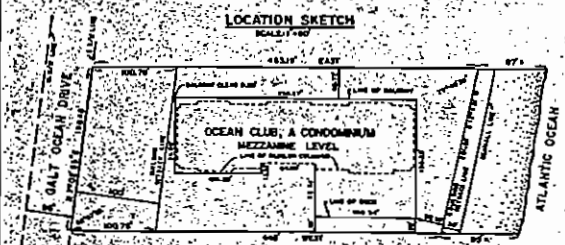
By *William P. McLaughlin*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



NOTES:
Bearings shown hereon are based on a bearing of N 7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These surveyor plans and elevations are compiled from plans and data supplied by Liberman, Liberman & Associates, Architects, entitled Ocean Club Condominium Apartments, Commission No. 5901, and subject to final survey upon completion of building and appearance.
Apartment or unit boundary shown and dimensioned here: 42.41
Proposed room or partition dimensions shown here: 34.17



28

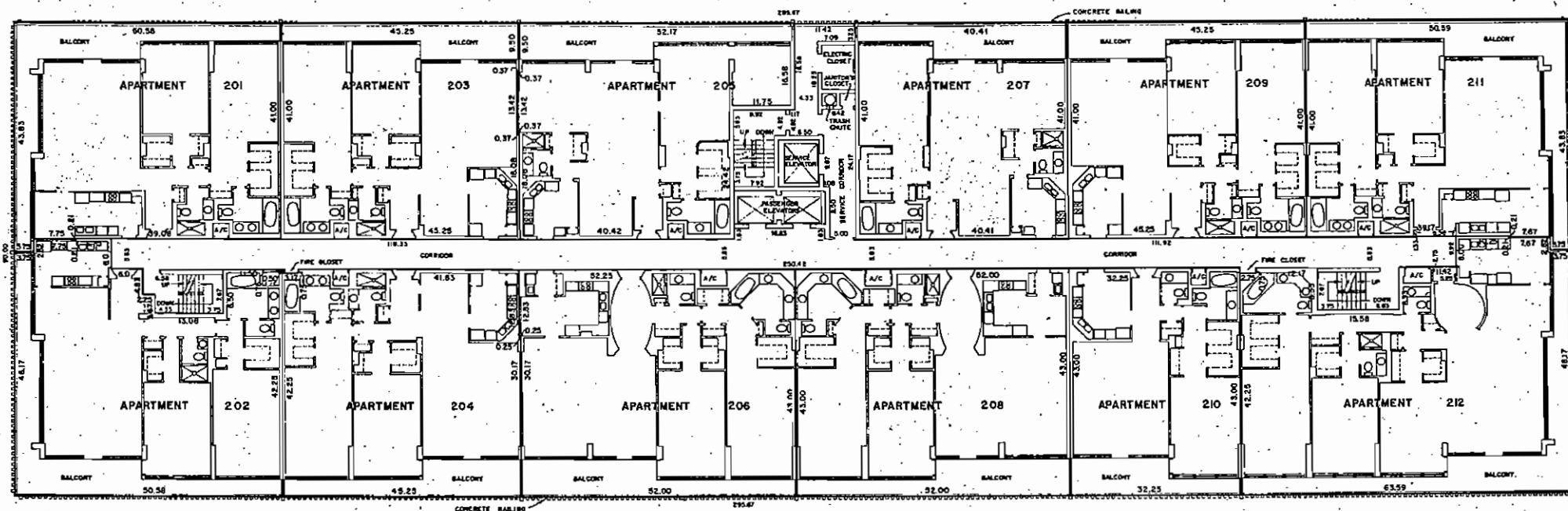
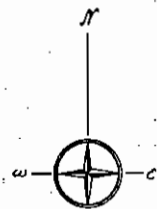


OCEAN CLUB, A CONDOMINIUM
MEZZANINE LEVEL
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: D.F.R.	J.D. NO. G-3956	C.E. NO. 44-21

EXHIBIT A

PAGE 4
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970

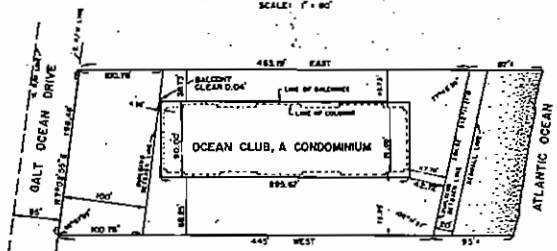


LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 60'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manwalk apartment, and those UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in I-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabins as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:

- (a) Vertical Boundaries:
 - (i) the underside of the concrete slab above and abutting the apartments or units.
 - (ii) the underside of the concrete slab below and abutting the apartments or units.
 - (b) Horizontal Boundaries:
 - (i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
 - (ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
 - (iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Apartment or unit balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
- Elevations, in feet, are based on U.S.C. & G.S. Datum. Second floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 3A.08 Bottom of Balcony floor slab elevation: 37.03
Bottom of Apartment ceiling slab elevation: 46.75 Bottom of Balcony ceiling slab elevation: 46.50

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and area of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *[Signature]*
Registered Engineer No. 1753
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown herein are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown herein are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6901, and subject to final survey upon completion of building and appurtenances.
Apartment or unit boundary shown and dimensioned thus: 40'-4"
Proposed room or partition dimensions shown thus: 24'-7"



OCEAN CLUB, A CONDOMINIUM SECOND FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

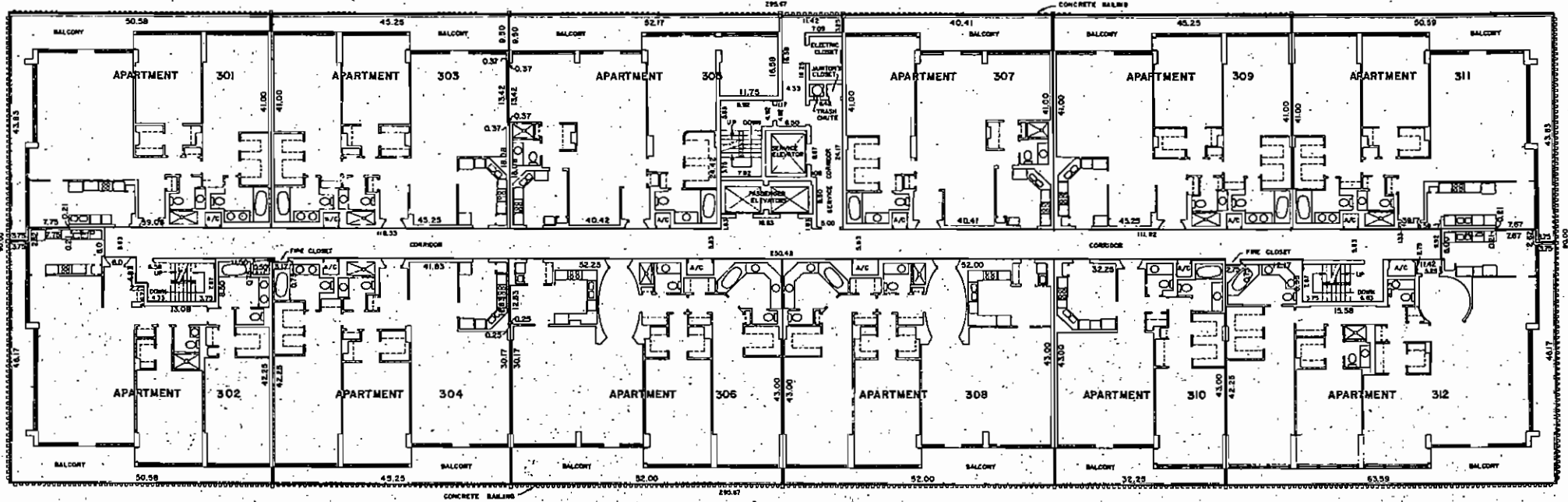
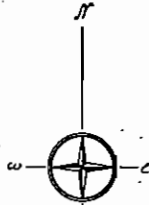
DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1" = 10'
CHECKED BY: D.F.B. J.O. NO. G-3956 C.E. NO. 44-21

EXHIBIT A

PAGE 5

ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY 1970

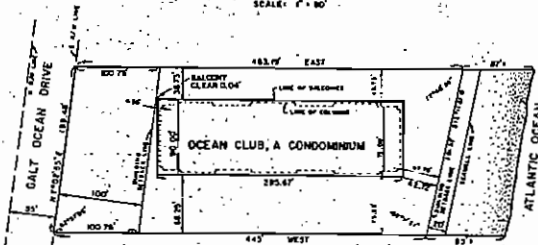


30

LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, laundries, pumps, motors, fans, compressors, balcony dividers, managers' apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 spaces as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum. Third Floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 48.75 Bottom of Balcony floor slab elevation: 44.50
Bottom of Apartment ceiling slab elevation: 55.42 Bottom of Balcony ceiling slab elevation: 55.17

CERTIFICATION:

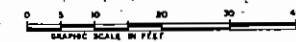
This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *J. D. McLaughlin*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



NOTES:
Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments - Commission No. 6901, and subject to final survey upon completion of building and apartments. Apartment or unit boundary shown and dimensioned thus: 49.41 Proposed room or portion dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM
THIRD FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

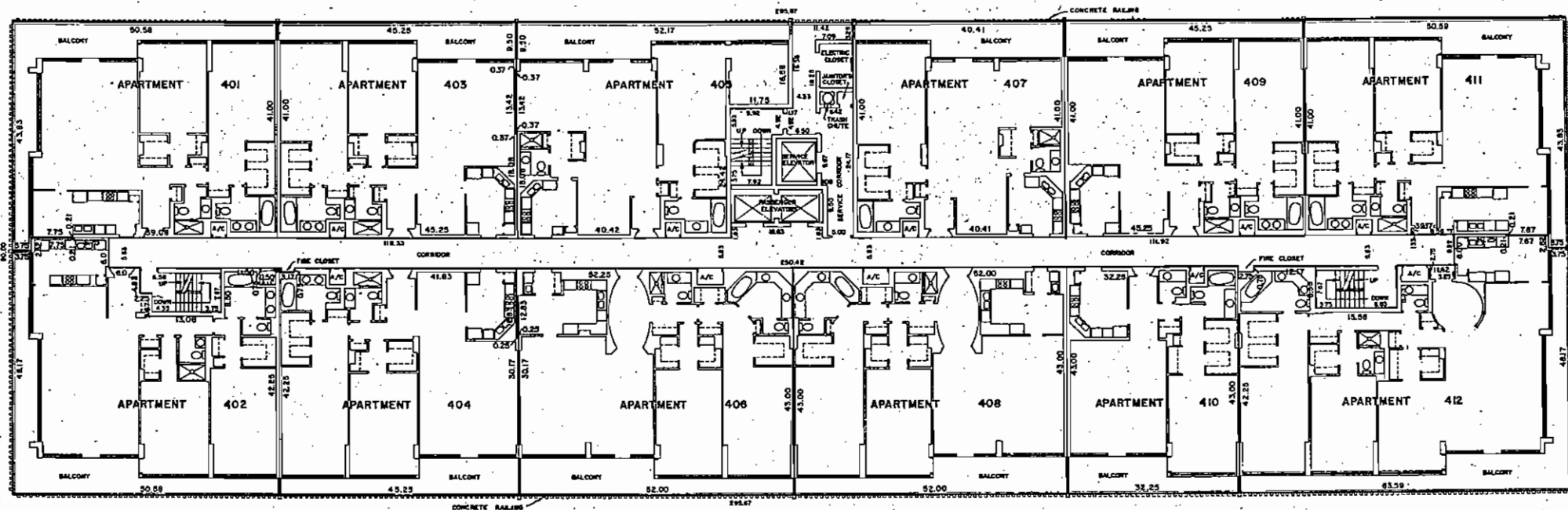
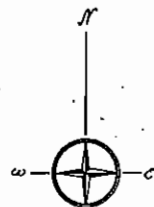
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1" = 30'
CHECKED BY: G.F.B. J.O. NO. G-3956 C.E. NO. 44-21

EXHIBIT A

PAGE 6
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970

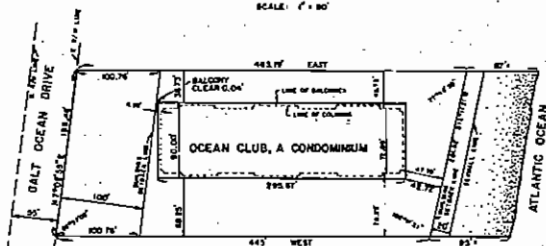


LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land,
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, managers apartment, and those **UNDESIGNATED** parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those **NUMBERED** parking spaces as set forth in I-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 spaces as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it each balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum.
Fourth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 55.42 Bottom of Balcony floor slab elevation: 55.17
Bottom of Apartment ceiling slab elevation: 64.08 Bottom of Balcony ceiling slab elevation: 63.83

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *[Signature]*
Registered Engineer No. 1715
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N77°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These surveyor plans and elevations are compiled from plans and data supplied by Lieberman, Lieberman & Associates, Architects, entitled Ocean Club Condominium Apartments, Commission No. 6901, and subject to final survey upon completion of building and appliances.
Apartment or unit boundary shown and dimensioned thus: 40-41
Proposed room or partition dimensions shown thus: 24.17

0 5 10 20 30 40
GRAPHIC SCALE IN FEET

OCEAN CLUB, A CONDOMINIUM FOURTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.

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

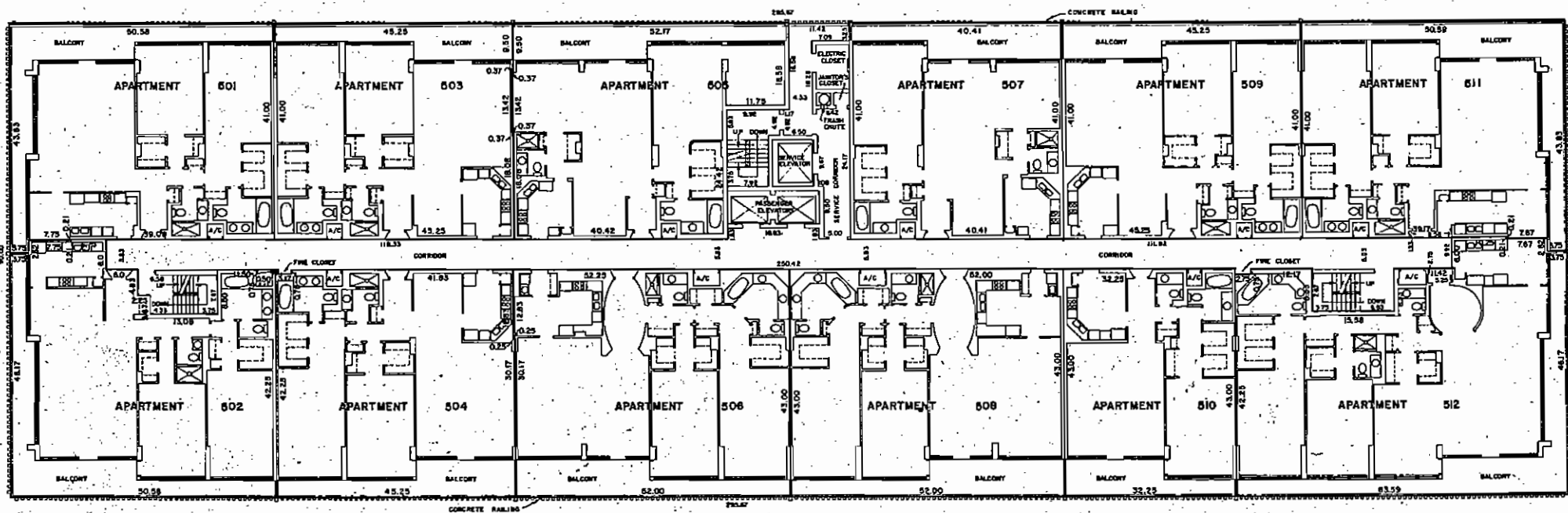
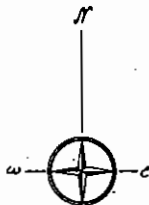
DRAWN BY: R.L.B. DATE: E-20-70 SCALE: 1"=10'
CHECKED BY: G.F.B. J.O. NO. 6-3958 C.E. NO. 44-21

EXHIBIT A

PAGE 7

ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY, 1970



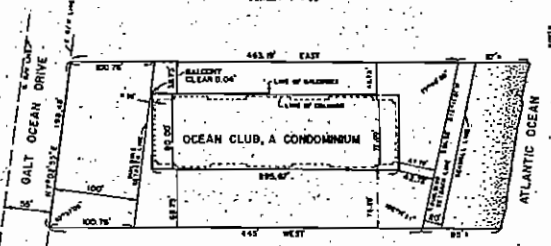
32

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces on lot 18 in I-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanas as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Buildings, or permissible repairs, reconstruction or other actions. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units.
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the Interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit.
(iii) Exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C.B. U.S. Datum. Fifth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 54.08 Bottom of Balcony floor slab elevation: 63.83
Bottom of Apartment ceiling slab elevation: 72.75 Bottom of Balcony ceiling slab elevation: 72.50

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

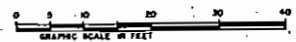
McLAUGHLIN ENGINEERING CO.

By *James P. McLaughlin*
Registered Engineer No. 1715
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6501, and subject to final survey upon completion of building and apartments.
Apartment or unit boundary shown and dimensioned thus: 40'-6"
Proposed room or partition dimensions shown thus: 24'-7"



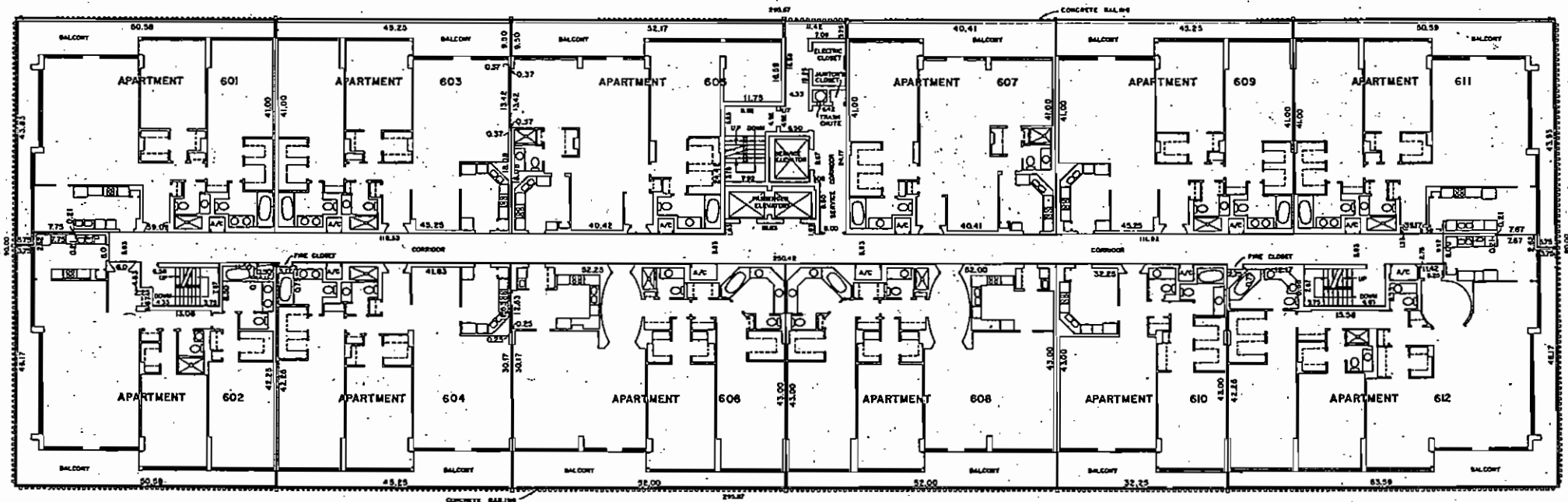
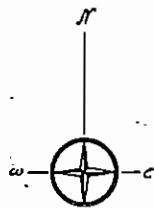
OCEAN CLUB, A CONDOMINIUM		
FIFTH FLOOR PLAN		
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA		
FOR FORTY-TWENTY, INC.		
McLAUGHLIN ENGINEERING CO. 400 N.E. THIRD AVENUE FORT LAUDERDALE, FLORIDA		
DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=80'
CHECKED BY: D.F.B.	J.O. NO. 6-3058	C.E. NO. 44-21

EXHIBIT A

PAGE 8
ANNEXED TO AND MADE A PART OF
"DECLARATION"

BY FORTY-TWENTY, INC.

DATE: 20th DAY OF FEBRUARY, 1970

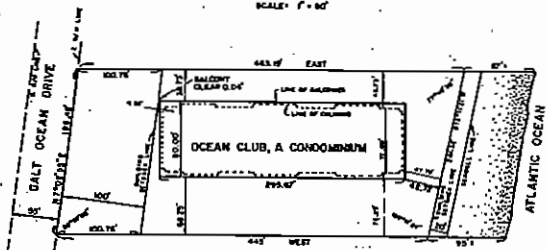


LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony drives, manager's apartment, and those "BI UNDESIGNATED" parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the entrance, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 7-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanos as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartment or unit.
(b) Horizontal Boundaries:
(i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum.
Sixth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 72.75 Bottom of Balcony floor slab elevation: 72.50
Bottom of Apartment ceiling slab elevation: 81.42 Bottom of Balcony ceiling slab elevation: 81.17

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *William P. McLaughlin*
Registered Engineer No. 1713
Registered Land Surveyor No. 1637
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebrson, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6301, and subject to field survey upon completion of building and appearances.
Apartment or unit boundary shown and dimensioned thus: 40.41
Proposed rooms or partition dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM

SIXTH FLOOR PLAN

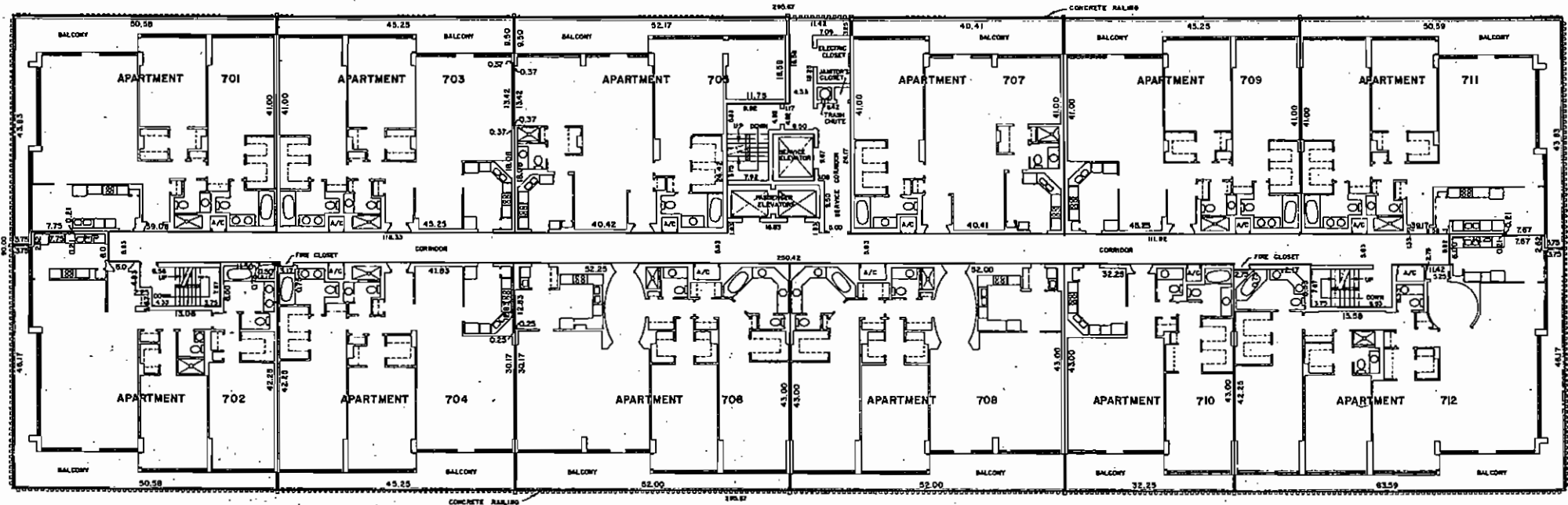
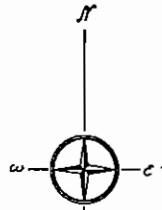
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1"=40'
CHECKED BY: D.F.B. J.O. NO. G-3958 C.E. NO. 44-21

EXHIBIT A
 PAGE 9
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 20th DAY OF FEBRUARY, 1970



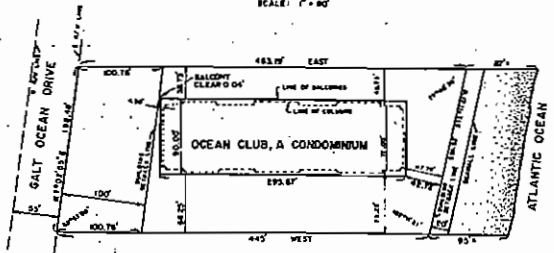
34

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
 All parts of the apartment building not included within the apartments or units.
 All improvements not included within the apartment building.
 Easements.
 Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
 The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
 The tangible personal property required for the maintenance and operation of the condominium property.
 All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in [7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 spaces as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

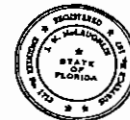
Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
 (a) Vertical Boundaries:
 (i) the underside of the concrete slab above and abutting the apartments or units,
 (ii) the underside of the concrete slab below and abutting the apartments or units.
 (b) Horizontal Boundaries:
 (i) Interior, between apartments—the various planes formed by the centerlines of the interior walls between apartments or units;
 (ii) Interior, adjacent to a Common Element—the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
 (iii) exterior of Apartments—the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
 Elevations, in feet, are based on U.S.C. & G.S. Datum. Seventh floor includes twelve apartments, having the following elevations:
 Bottom of Apartment floor slab elevation: 81.42 Bottom of Balcony floor slab elevation: 81.17
 Bottom of Apartment ceiling slab elevation: 90.08 Bottom of Balcony ceiling slab elevation: 89.83

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
 CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

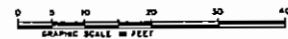
McLAUGHLIN ENGINEERING CO.

By *[Signature]*
 Registered Engineer No. 1773
 Registered Land Surveyor No. 187
 State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
 These survey plans and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled Ocean Club Condominium Apartments, Commission No. 6501, and subject to final survey upon completion of building and appearance.
 Apartment or unit boundary shown and dimensioned thus: - - - - -
 Proposed room or partition dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM
SEVENTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

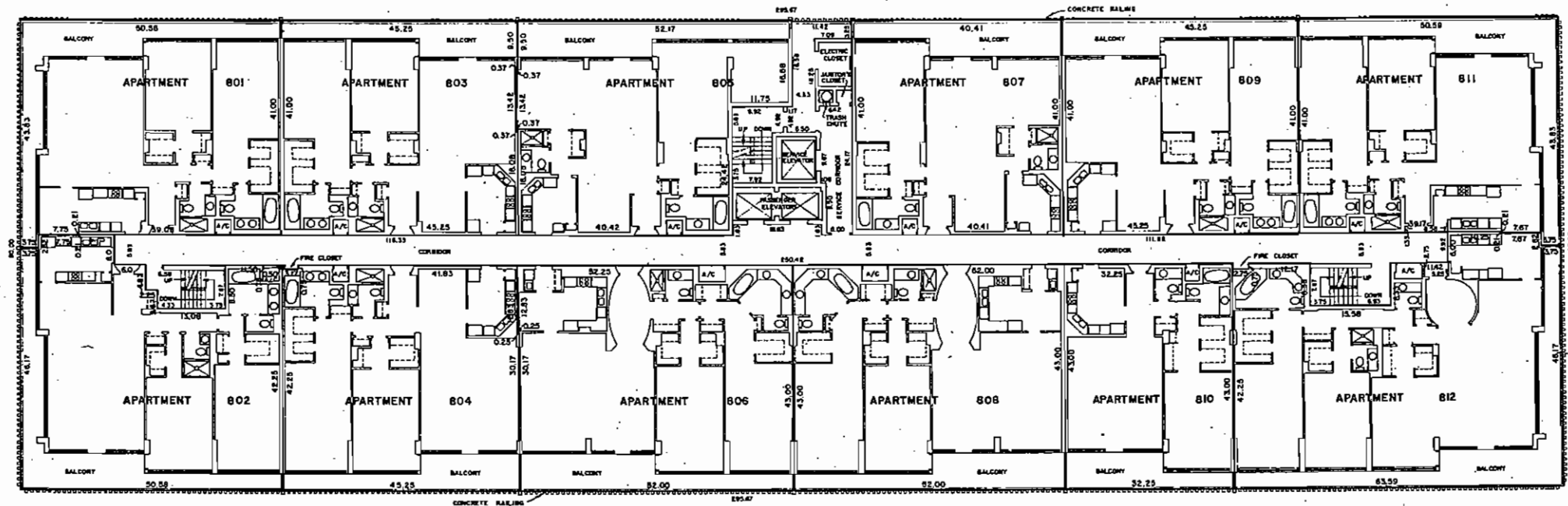
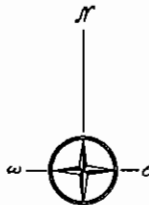
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: D.F.B.	J.O. NO. 9-3956	C.E. NO. 44-21

EXHIBIT A

PAGE 10
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



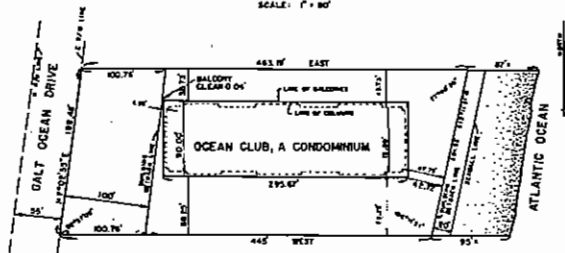
35

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, masonry apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and 11-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanos as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) Exterior of Apartment - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum.
Eighth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 90.08 Bottom of Balcony floor slab elevation: 88.83
Bottom of Apartment floor slab elevation: 88.75 Bottom of Balcony ceiling slab elevation: 88.50

CERTIFICATION:

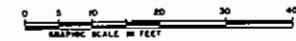
This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.
By *[Signature]*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6301, and subject to final survey upon completion of building and appliances.
Apartment or unit boundary shown and dimensioned thus: \square 40.41
Proposed room or partition dimensions shown thus: \square 21.17



OCEAN CLUB, A CONDOMINIUM

EIGHTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

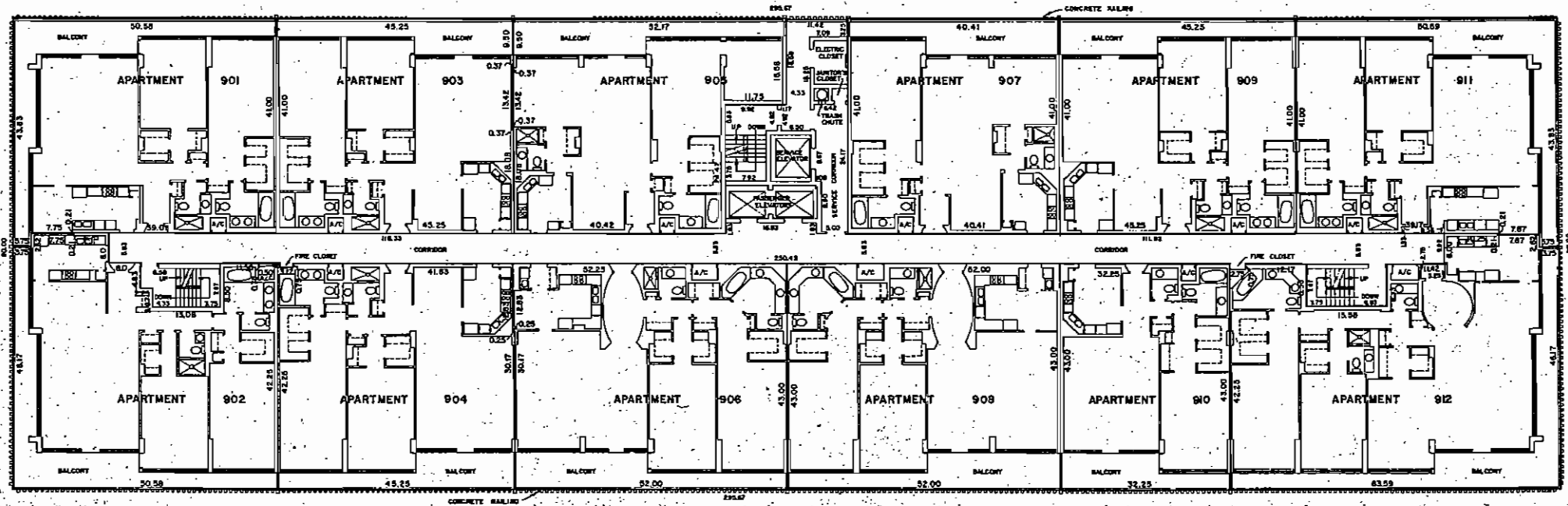
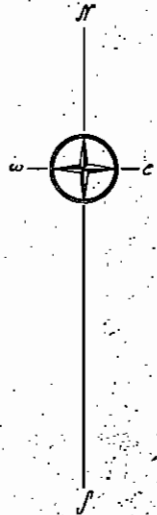
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=80'
CHECKED BY: G.F.B.	J.O. NO. 6-3958	C.E. NO. 44-21

EXHIBIT A

PAGE II
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



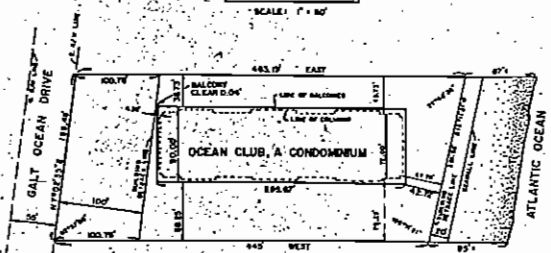
36

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony drives, manager's apartment, and those UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in T-7 and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 spaces as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or unit;
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum.
Ninth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 98.73 Bottom of Balcony floor slab elevation: 98.50
Bottom of Apartment ceiling slab elevation: 107.42 Bottom of Balcony ceiling slab elevation: 107.17

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *J. W. McLaughlin*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N 7°02'55" E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These surveyor plans and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 5501, and subject to final survey upon completion of building and appliances.
Apartment or unit boundary shown and dimensioned thus: 40.41
Proposed room or partition dimensions shown thus: 24.17



**OCEAN CLUB, A CONDOMINIUM
NINTH FLOOR PLAN**

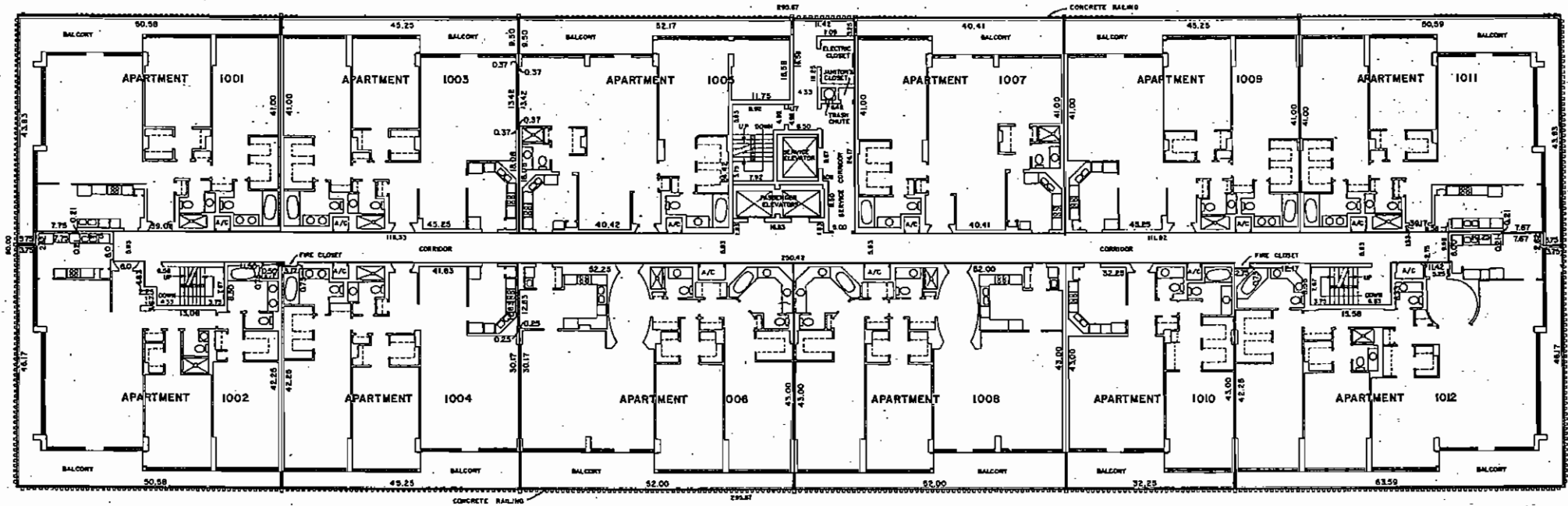
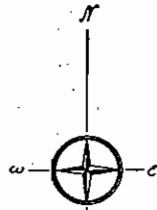
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: G.F.R.	J.O. NO. 8-3898	C.E. NO. 44-21

EXHIBIT A

PAGE 12
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



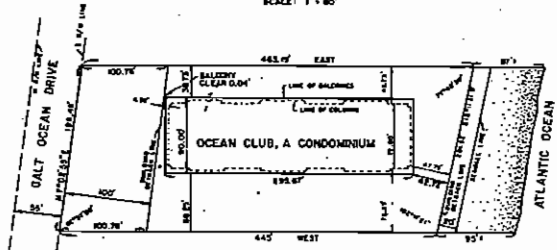
37

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Elevators.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, boilers, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are reasonably of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and 31-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 balconies as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:

- (a) Vertical Boundaries:
 - (i) the underside of the concrete slab above and abutting the apartments or units.
 - (ii) the underside of the concrete slab below and abutting the apartments or units.
 - (b) Horizontal Boundaries:
 - (i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units.
 - (ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit.
 - (iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Apartment or unit balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
- Elevations, in feet, are based on U.S.C & G.S. Datum. Tenth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 107.62 Bottom of Balcony floor slab elevation: 107.17
Bottom of Apartment ceiling slab elevation: 116.08 Bottom of Balcony ceiling slab elevation: 115.83

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *William W. Boschee*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown herein are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown herein are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6501, and subject to final survey upon completion of building and appliances.
Apartment or unit boundary shown and dimensioned thus: -40.41'
Proposed room or partition dimensions shown thus: 84.17'



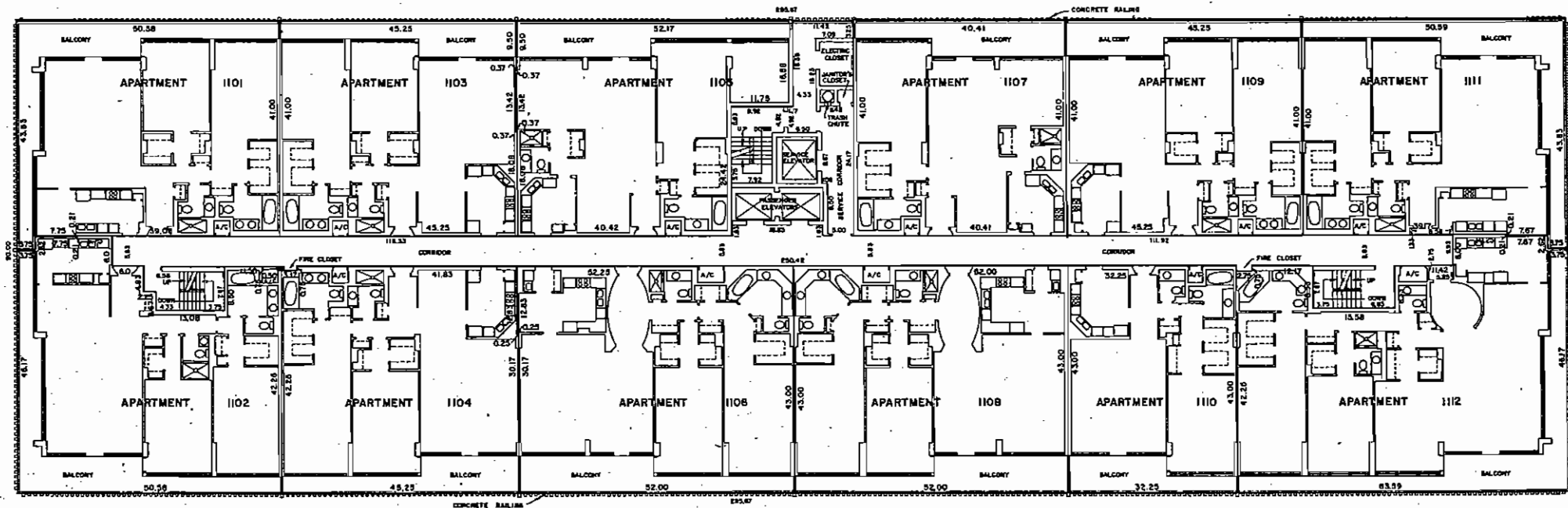
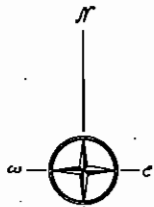
OCEAN CLUB, A CONDOMINIUM
TENTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1" = 10'
CHECKED BY: G.F.B. J.O. NO. 6-3996 C.E. NO. 44-21

EXHIBIT A

PAGE 13
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



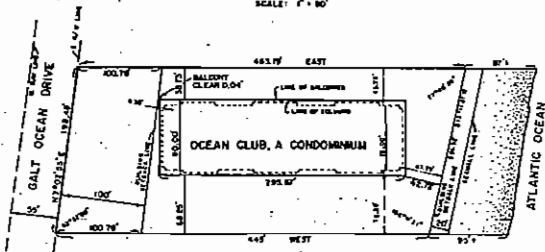
38

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 60'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and 3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 spaces as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit.
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum. Eleventh floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 114.06 Bottom of Balcony floor slab elevation: 113.83
Bottom of Apartment ceiling slab elevation: 124.75 Bottom of Balcony ceiling slab elevation: 124.50

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, elevations and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *J. M. McLaughlin*
Registered Engineer No. 1713
Registered Land Surveyor No. 187
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N 7° 02' 55" E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6501, and subject to final survey upon completion of building and appearance.
Apartment or unit boundary shown and dimensioned thus: 40.41
Proposed room or partition dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM
ELEVENTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1" = 10'
CHECKED BY: D.F.B. J.O. NO. 0-5956 C.E. NO. 44-21

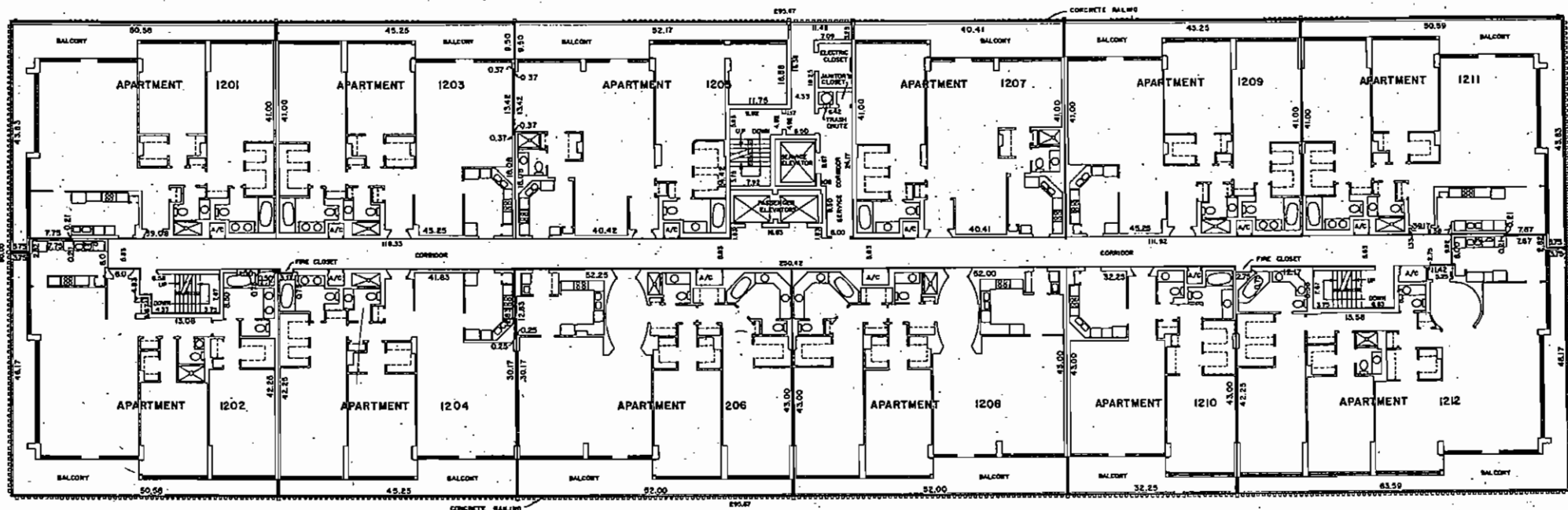
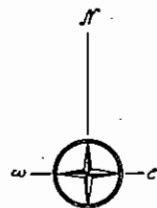
EXHIBIT A

PAGE 14

ANNEXED TO AND MADE A PART OF
"DECLARATION"

BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY, 1970

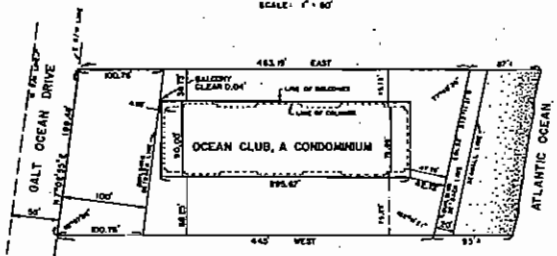


LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, managers' apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in T-T and X-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanas as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit.
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building, a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum. Twelfth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 124.75 Bottom of Balcony floor slab elevation: 124.50
Bottom of Apartment ceiling slab elevation: 133.42 Bottom of Balcony ceiling slab elevation: 133.17

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *[Signature]*
Registered Engineer No. 1713
Registered Land Surveyor No. 1617
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These surveyor plans and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6901, and subject to final survey upon completion of building and apportionments.
Apartment or unit boundary shown and dimensioned thus: 40.41 Proposed room or partition dimensions shown thus: 24.7



**OCEAN CLUB, A CONDOMINIUM
TWELFTH FLOOR PLAN**

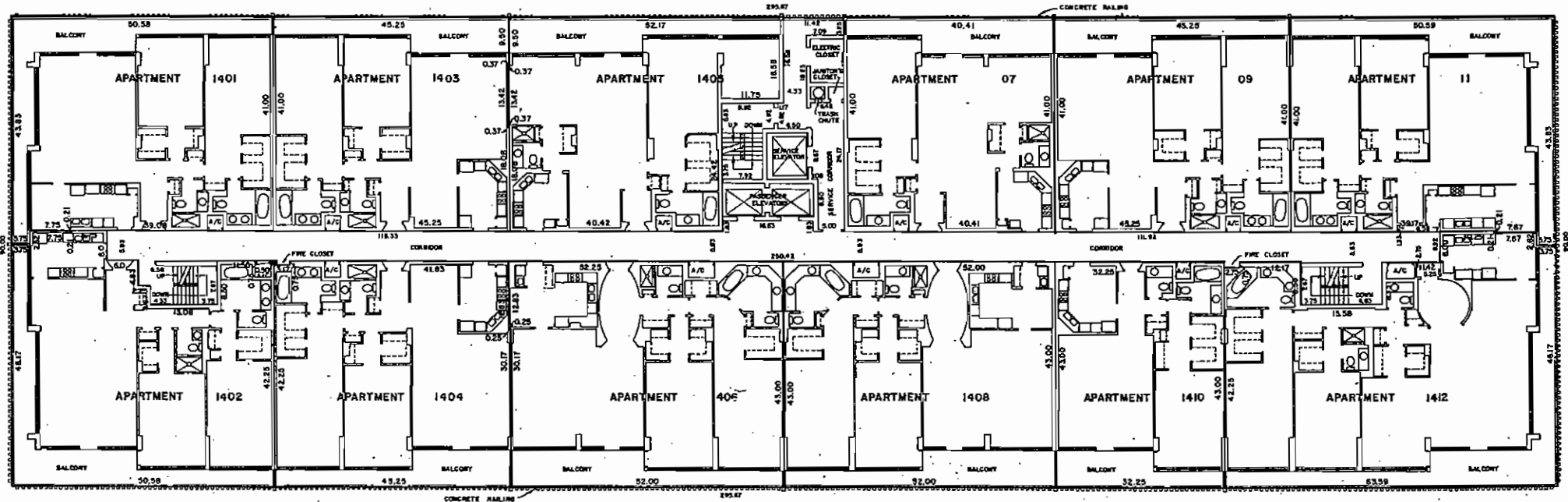
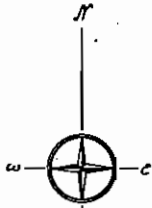
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1"=10'
CHECKED BY: G.F.B. J.O. NO. 6-3956 C.E. NO. 44-21

EXHIBIT A

PAGE 15
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



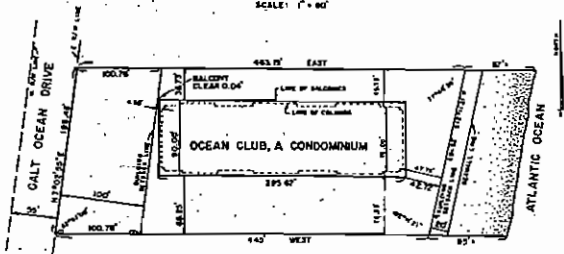
40

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN-MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, lobbies, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the assistance, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces set forth in 1-7 and 3-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cobonors as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor's Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum. Fourteenth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 135.42 Bottom of Balcony floor slab elevation: 133.17
Bottom of Apartment ceiling slab elevation: 142.08 Bottom of Balcony ceiling slab elevation: 141.93

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and site of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *J. W. McLaughlin*
Registered Engineer (No. 1713)
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6901, and subject to final survey upon completion of building and appurtenances.
Apartment or unit boundary shown and dimensioned thus: 45.41
Proposed room or partition dimensions shown thus: 24.17



**OCEAN CLUB, A CONDOMINIUM
FOURTEENTH FLOOR PLAN**

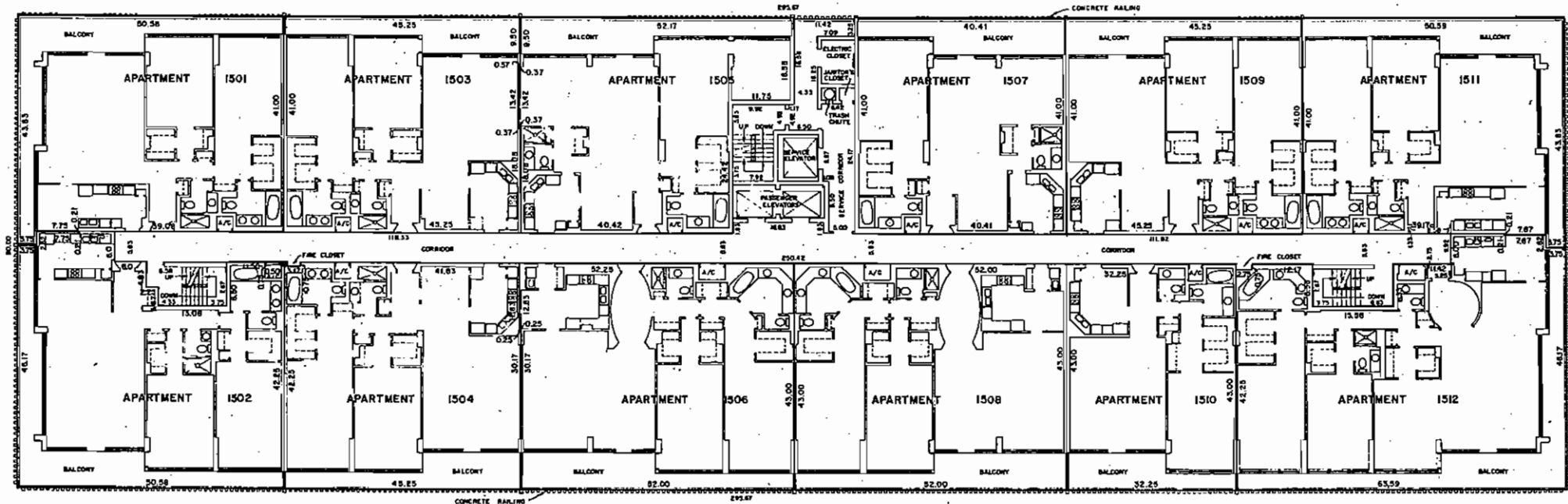
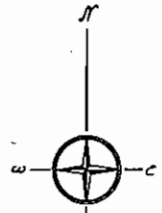
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: D.F.B.	J.G. NO. G-3856	C.E. NO. 44-21

EXHIBIT A

PAGE 16
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970

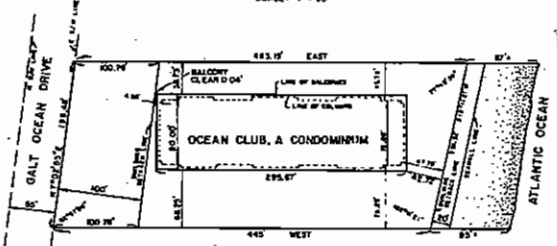


41

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
SCALE: 1" = 60'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, nozzles, fans, compressors, balcony chutes, manager's apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the assistance, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and 2-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabins as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units,
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it each balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum. Fifteenth floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 142.06 Bottom of Balcony floor slab elevation: 141.83
Bottom of Apartment ceiling slab elevation: 150.79 Bottom of Balcony ceiling slab elevation: 150.50

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, the 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *R. W. McLaughlin*
Registered Engineer No. 1715
Registered Land Surveyor No. 167
State of Florida



NOTES:

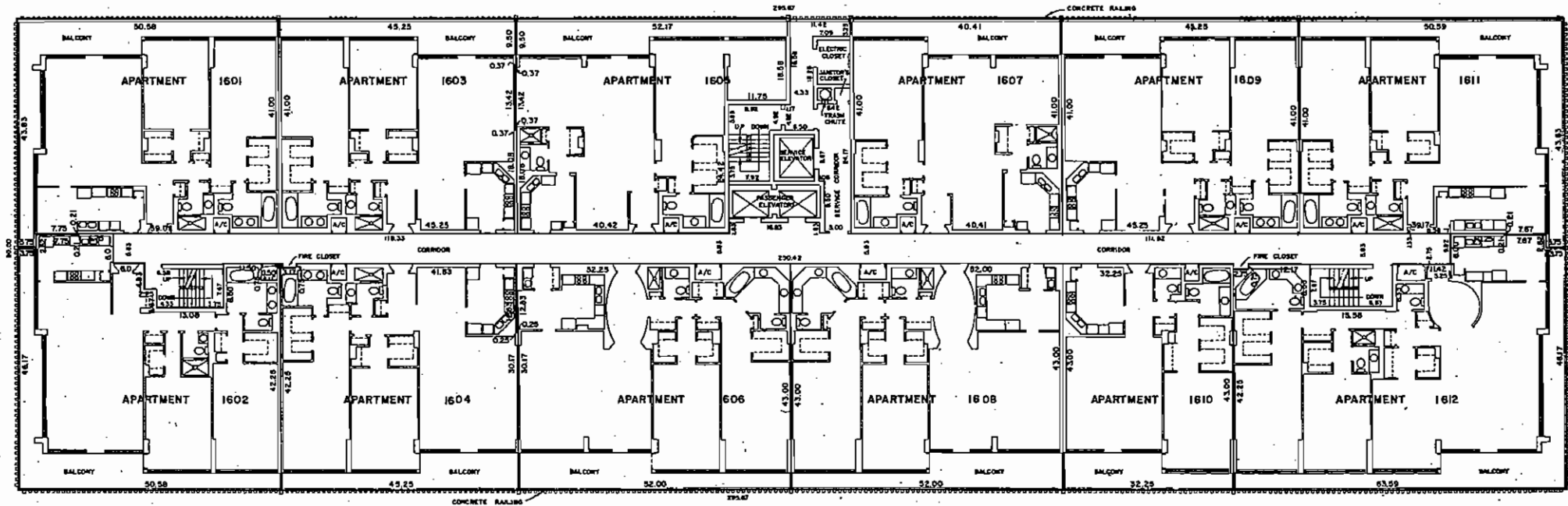
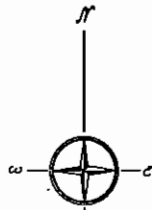
Bearings shown herein are based on a bearing of N1°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown herein are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Libman, Libman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6901, and subject to final survey upon completion of building and appearances.
Apartment or unit boundary shown and dimensioned thus: 40.41
Proposed room or partition dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM
FIFTEENTH FLOOR PLAN
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: D.F.B.	J.O. NO. 6-3956	C.E. NO. 44-21

EXHIBIT A
 PAGE 17
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 20th DAY OF FEBRUARY, 1970

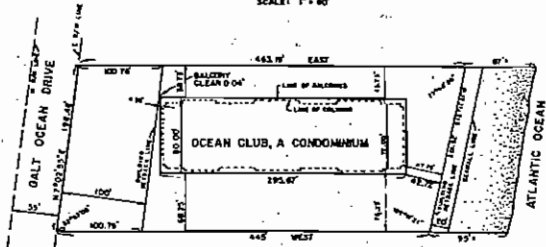


42

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 3A, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
 SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
 All parts of the apartment building not included within the apartments or units.
 All improvements not included within the apartment building.
 Easements.
 Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
 The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, monomers apartment, and those 91 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
 The tangible personal property required for the maintenance and operation of the condominium property.
 All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

These NUMBERED parking spaces as set forth in I-7 and IX-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabins as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
 (a) Vertical Boundaries:
 (i) the underside of the concrete slab above and abutting the apartments or units,
 (ii) the underside of the concrete slab below and abutting the apartments or units,
 (b) Horizontal Boundaries:
 (i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
 (ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
 (iii) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
 Elevations, in feet, are based on U.S.C. & G.S. Datum. Statewide Florida includes twelve apartments, having the following elevations:
 Bottom of Apartment floor slab elevation: 159.75 Bottom of Balcony floor slab elevation: 159.50
 Bottom of Apartment ceiling slab elevation: 159.42 Bottom of Balcony ceiling slab elevation: 159.17

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined herefrom, the identity, location, dimensions and size of the common elements and of each apartment or unit.
 CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

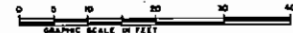
McLAUGHLIN ENGINEERING CO.

By *W. W. Paulson*
 Registered Engineer No. 1715
 Registered Land Surveyor No. 167
 State of Florida



NOTES:

Boundaries shown hereon are based on a bearing of N7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
 These surveyor plans and elevations are compiled from plans and data supplied by Lisitman, Lisitman & Associates, Architects, entitled Ocean Club Condominium Apartments, Commission No. 6901, and subject to final survey upon completion of building and appearances.
 Apartment or unit boundary shown and dimensioned thus: - 40.41 Proposed room or partition dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM
SIXTEENTH FLOOR PLAN

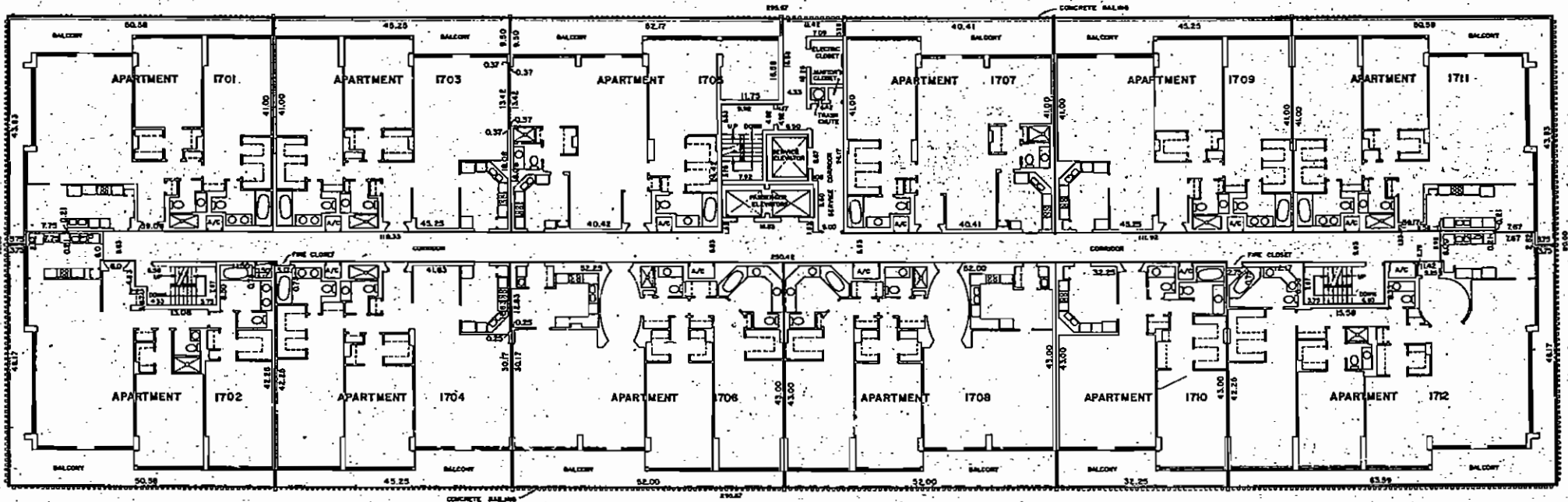
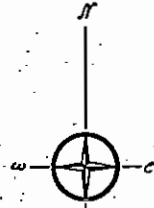
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
 FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: R.F.B.	J.O. NO. G-3998	C.E. NO. 44-21

EXHIBIT A

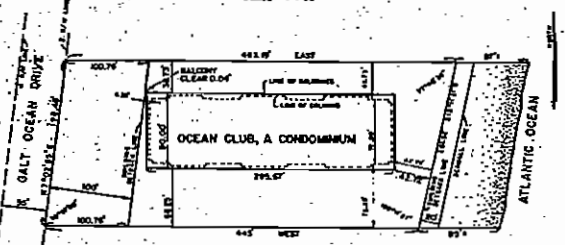
PAGE 18
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



48

LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
SCALE: 1" = 50'



DESCRIPTION OF GENERAL COMMON ELEMENTS:
The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, master's apartment, and those UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the entrance, upkeep and safety of the condominium, and such other common elements provided by Statute.

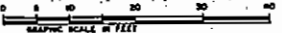
DESCRIPTION OF LIMITED COMMON ELEMENTS:
These UNDESIGNATED parking spaces as set forth in 1.7 and 1.8(13) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 balconies as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:
Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor's Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are substantially as follows:
(a) Vertical Boundaries:
(1) the underside of the concrete slab above and abutting the apartments or units,
(2) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(1) interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(2) interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(3) exterior of Apartments - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Building a balcony or porch serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or porch.
Elevations, in feet, are based on U.S.C.G.S. Datum, Seventeenth Floor includes twelve apartments, having the following elevations:
Bottom of Apartment floor slab elevation: 159.42 Bottom of Balcony floor slab elevation: 159.17
Bottom of Apartment ceiling slab elevation: 162.08 Bottom of Balcony ceiling slab elevation: 162.63

CERTIFICATION:
This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Done at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.
By *[Signature]*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

NOTES:
Bearings shown hereon are based on a bearing of N 7°02'55" E on the East right-of-way line of 608 Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments - Commission No. 5901, and subject to final survey upon completion of building and appearances.
Apartment or unit boundary shown and dimensioned here: 45.41
Proposed room or partition dimensions shown here: 34.17



OCEAN CLUB, A CONDOMINIUM SEVENTEENTH FLOOR PLAN

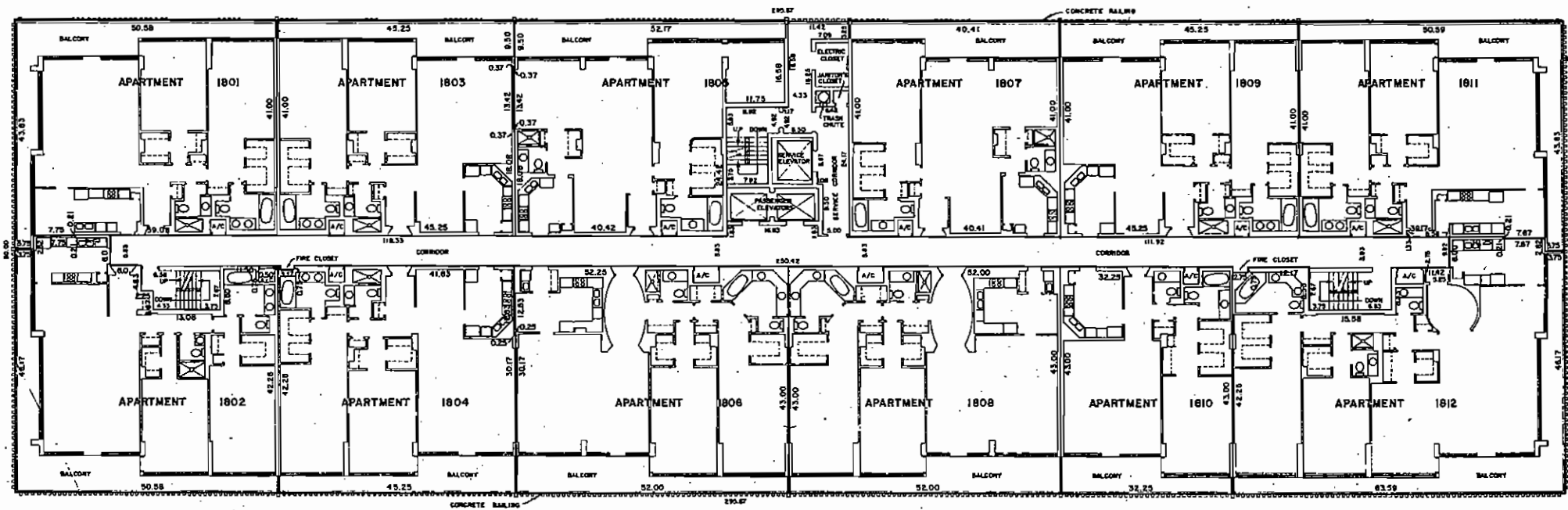
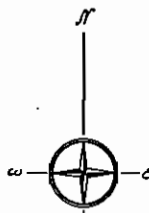
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=50'
CHECKED BY: D.F.S.	J.O. NO. 6-3956	C.E. NO. 44-21

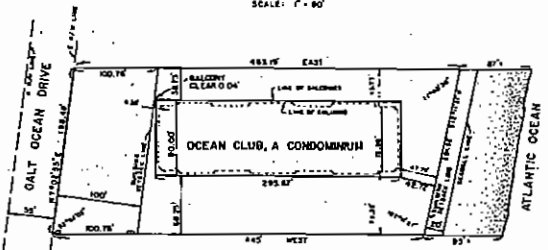
EXHIBIT A
 PAGE 19
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 20th DAY OF FEBRUARY, 1970



44

LEGAL DESCRIPTION OF PROPERTY:
 Lot 19, Block 34, GALT OCEAN HILL ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
 SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
 All parts of the apartment building not included within the apartments or units.
 All improvements not included within the apartment building.
 Easements.
 Installations for the furnishing of utility services to more than one apartment unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
 The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, monorail apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
 The tangible personal property required for the maintenance and operation of the condominium property.
 All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in 1-7 and 3-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanas as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
 (a) Vertical Boundaries:
 (i) the underside of the concrete slab above and abutting the apartments or units.
 (ii) the underside of the concrete slab below and abutting the apartments or units.
 (b) Horizontal Boundaries:
 (i) Interior, between apartments—the various planes formed by the centerlines of the interior walls between apartments or units;
 (ii) Interior, adjacent to a Common Element—the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
 (iii) exterior of Apartments—the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
 Elevations, in feet, are based on U.S.C. & G.S. Datum. Penthouse floor includes twelve apartments, having the following elevations:
 Bottom of Apartment floor slab elevation: 168.00 Bottom of Balcony floor slab elevation: 167.83
 Bottom of Apartment ceiling slab elevation: 178.01 Bottom of Balcony ceiling slab elevation: 178.83

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
 CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.
 By *J. M. McLaughlin*
 Registered Engineer No. 1713
 Registered Land Surveyor No. 167
 State of Florida



NOTES:
 Bearings shown hereon are based on a bearing of N 7°02'55"E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
 These surveyor plans and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled Ocean Club Condominium Apartments, Commission No. 6501, and subject to final survey upon completion of building and apportionance.
 Apartment or unit boundary shown and dimensioned thus: 40.41 Proposed room or partition dimensions shown thus: 44.17

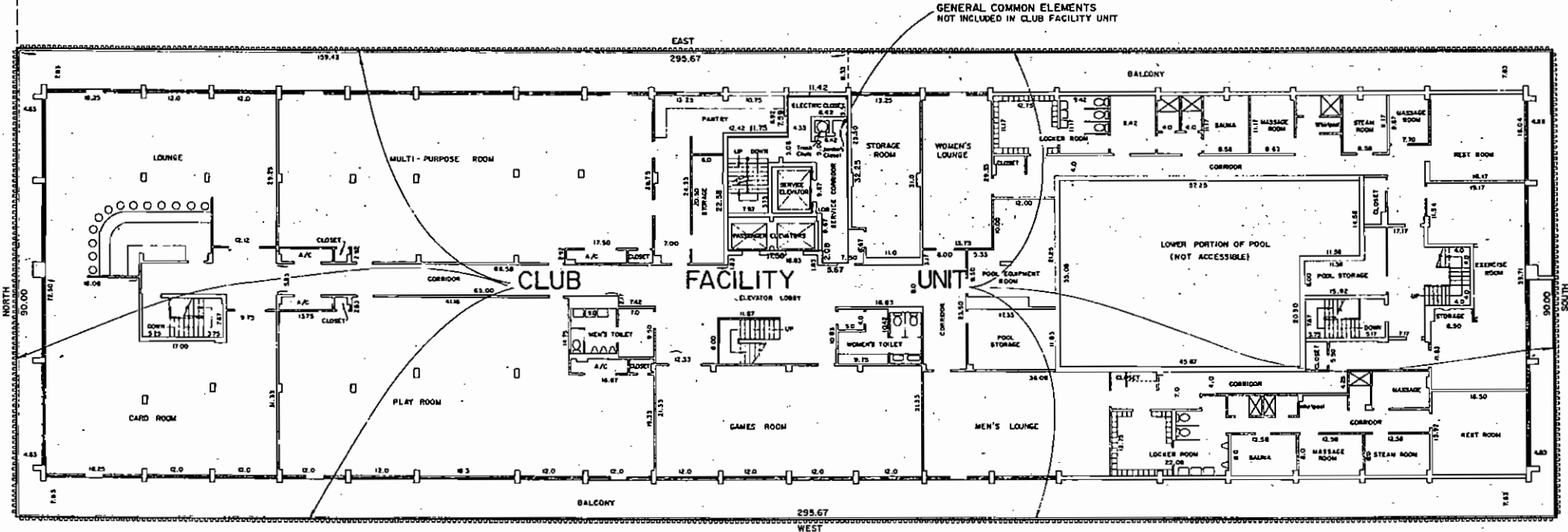
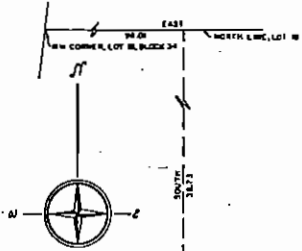


OCEAN CLUB, A CONDOMINIUM
PENTHOUSE FLOOR PLAN
 4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
 FOR
FORTY-TWENTY, INC.
 McLAUGHLIN ENGINEERING CO.
 400 N.E. THIRD AVENUE
 FORT LAUDERDALE, FLORIDA

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: D.F.R.	J.O. NO. 0-3556	C.Z. NO. 44-21

EXHIBIT A

PAGE 20
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



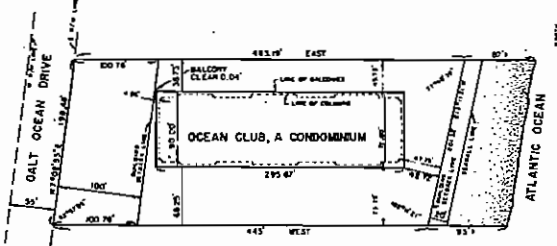
45

LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 80'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manager apartment, and those UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by Statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in I-7 and J-3(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanas as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units.
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) Interior, between apartments - the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) Interior, adjacent to a Common Element - the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartment - the various planes formed by the exterior side of an outside wall of the Building except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C.B. G.S. Datum. Club Level floor includes Club Facility Unit having the following elevations:
Bottom of Apartment floor slab elevation: _____
Bottom of Apartment ceiling slab elevation: _____
Bottom of Balcony floor slab elevation: _____
Bottom of Balcony ceiling slab elevation: _____

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and site of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.
By *[Signature]*
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N 7°02'55" E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments", Commission No. 6901, and subject to final survey upon completion of building and appliances.
Apartment or unit boundary shown and dimensioned thus: $\text{---} \cdot \text{---} \cdot \text{---}$
Proposed room or partition dimensions shown thus: 24.17



OCEAN CLUB, A CONDOMINIUM

CLUB LEVEL

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

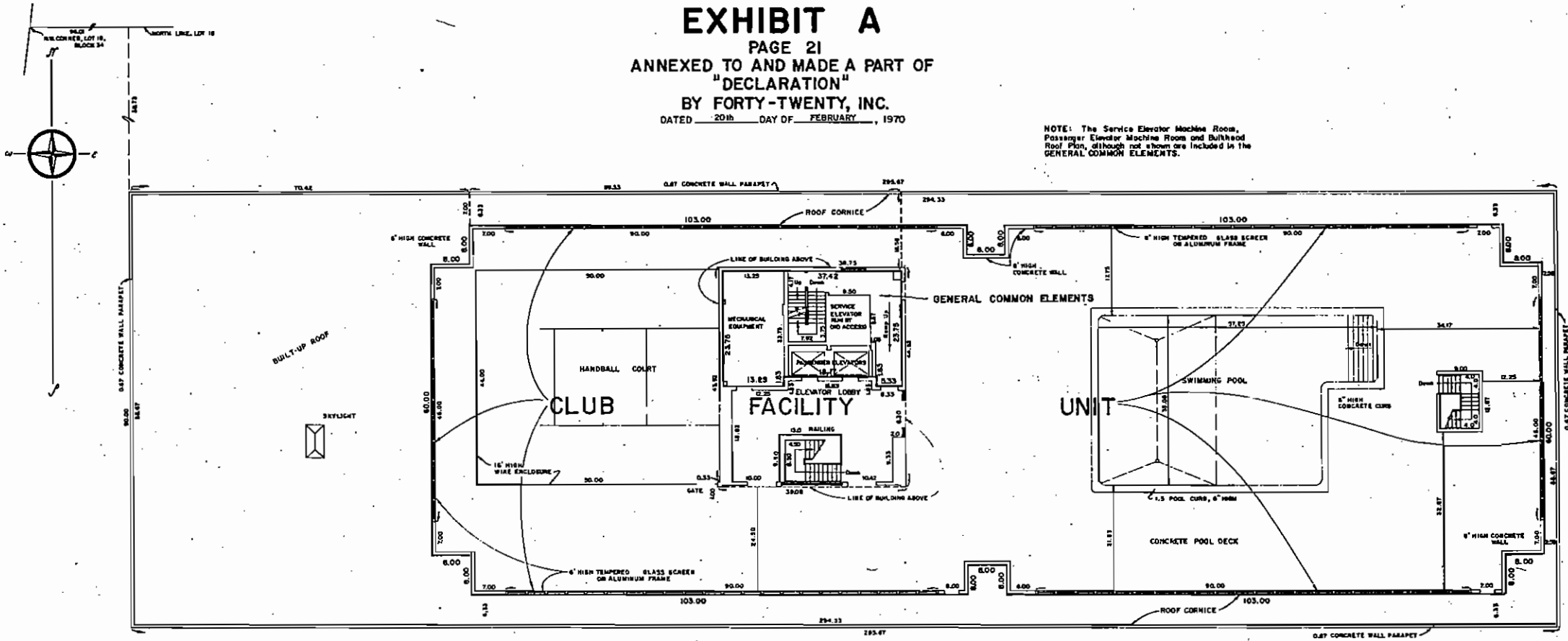
McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN BY: R.L.B.	DATE: 2-20-70	SCALE: 1" = 10'
CHECKED BY: D.F.B.	J.D. NO. 0-3956	C.E. NO. 44-21

EXHIBIT A

PAGE 21
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970

NOTE: The Service Elevator Machine Room, Passenger Elevator Machine Room and Bulkhead Roof Plan, although not shown are included in the GENERAL COMMON ELEMENTS.

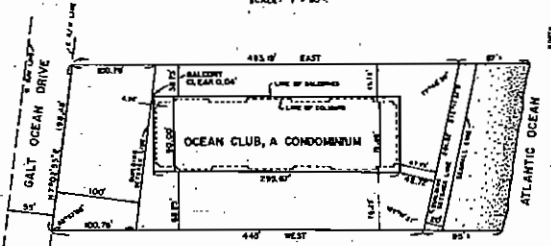


LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 34, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1" = 50'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land.
All parts of the apartment building not included within the apartments or units.
All improvements not included within the apartment building.
Easements.
Installations for the furnishing of utility services to more than one apartment or unit, or to an apartment or unit other than the apartment or unit containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
The personal property and installations in connection therewith required for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors, balcony dividers, manager's apartment, and those 81 UNDESIGNATED parking spaces as shown on Page 2 of Exhibit A.
The tangible personal property required for the maintenance and operation of the condominium property.
All other portions of the property which are of a common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by statute.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those NUMBERED parking spaces as set forth in I-7 and X-2(b) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 cabanas as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded on to both horizontal and vertical boundaries as shown on the Surveyor Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Solid boundaries are substantially as follows:
(a) Vertical Boundaries:
(i) the underside of the concrete slab above and abutting the apartments or units,
(ii) the underside of the concrete slab below and abutting the apartments or units.
(b) Horizontal Boundaries:
(i) interior, between apartments—the various planes formed by the centerlines of the interior walls between apartments or units;
(ii) interior, adjacent to a Common Element—the various planes formed by the exterior of the interior Apartment or unit wall adjacent to a Common Element serving more than one Apartment or Unit;
(iii) exterior of Apartments—the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or patio serving only the Apartment or unit being bounded, the Apartment or unit boundary shall be extended and include within it such balcony or patio.
Elevations, in feet, are based on U.S.C. & G.S. Datum. Roof Level floor includes Club Facility Unit, having the following elevations:
Bottom of Apartment floor slab elevation: Bottom of Balcony floor slab elevation:
Bottom of Apartment ceiling slab elevation: Bottom of Balcony ceiling slab elevation:

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the identity, location, dimensions and size of the common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *J. W. McLaughlin*
Registered Engineer No. 1713
Registered Land Surveyor No. 187
State of Florida



NOTES:

Bearings shown hereon are based on a bearing of N 7° 02' 59" E on the East right-of-way line of Galt Ocean Drive and all other bearings shown hereon are relative thereto.
These "surveyor plans" and elevations are compiled from plans and data supplied by Liebman, Liebman & Associates, Architects, entitled "Ocean Club Condominium Apartments - Commission No. 6901, and subject to final survey upon completion of building and appurtenances.
Apartment or unit boundary shown and dimensioned thus: 45.41
Proposed room or partition dimensions shown thus: 25.17



OCEAN CLUB, A CONDOMINIUM

ROOF LEVEL

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1" = 10'
CHECKED BY: D.F.B. JO. NO. 0-3956 C.E. NO. 44-21

71 JUL 9 AM 10:07

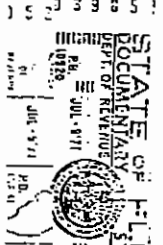
REC 4547 PAGE 264

90
25

71 - 95243

Printed for Lawyer Title Use.

STATE OF FLORIDA
DEPARTMENT OF REVENUE
RECORDS



00.30
00.55
00.00

Title instrument was prepared by:

Name: HARRY B. DUFFY, ESQ.

Address: 424 Bayview Building
Fort Lauderdale, Florida

Warranty Deed

(STATUTORY FORM - SECTION 689.02 FS)

This Indenture, Made this 10th day of April 19 71, Between:

FOKTY-TWENTY, INC., a Florida corporation

of the County of Broward State of Florida, Grantor, and

CEDAR LANE DEVELOPERS, INC., a Florida corporation

whose post office address is: 4020 Galt Ocean Drive, Fort Lauderdale, Florida

of the County of Broward State of Florida, grantee, and

Witnesseth, That said grantor, for and in consideration of the sum of

TEN----- Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, being and being in

Broward County, Florida, to-wit:

Recreational Unit of OCEAN CLUB, a condominium according to the Declaration thereof dated April 1, 1971 and recorded in Official Records Book 4513 at Pages 506 through 618, of the Public Records of Broward County, Florida. Together with all of the appurtenances thereto according to said Declaration. Subject, however, to all of the provisions of said Declaration of Condominium, and the party of the second part assumes and agrees to observe and perform its obligations under the Declaration, including but not limited to the payment of assessments for the maintenance and operation of the unit and condominium. And subject to all other reservations and restrictions of record, and taxes for the current year.

(Whenever used herein the term "Land" shall be construed to mean "Condominium Parcel".)

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

Melvin G. Wheeler
Harry B. Duffy

Forty-TWENTY, INC.
By: *[Signature]*
Attest: *[Signature]*

STATE OF Florida
COUNTY OF Broward

EDWARD H. OFFICIAL R. 2025 BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared A. Zucis and Olgerts A. Bodnleke as Vice President and Secretary respectively of Forty-Twenty, Inc., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last foregoing this 10th day of April 19 71.

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA, AT LAW
AT COMMISSION EXPIRES OCT
1972
EDWARD H. OFFICIAL R. 2025 BOOK

RETURN TO: HARRY B. DUFFY
DUFFY, SLEDSON & GARDNER
424 BAYVIEW BUILDING
FT. LAUDERDALE, FLORIDA



REC 4547 PAGE 264

71 JUL 9 AM 10:07

80-68723

This Warranty Deed Made and executed the 7 day of February A. D. 1980 by

CEDAR LANE DEVELOPERS, INC., Florida and having its principal place of business at 531 North Ocean Blvd., Pompano Beach, Florida 33062 hereinafter called the grantor, to ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., a corporation existing under the laws of the State of Florida with its permanent postoffice address at 4020 Galt Ocean Drive, Fort Lauderdale, Florida hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10,000-- and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

Recreational Unit of OCEAN CLUB, a Condominium, according to the Declaration thereof dated April 1, 1971, and recorded in Official Records Book 4513, Pages 506 through 618, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto according to said Declaration. Subject, however, to all of the provisions of said Declaration of Condominium, and the party of the second part assumes and agrees to observe and perform its obligations under the Declaration, including but not limited to the payment of assessments for the maintenance and operation of the unit and condominium. And subject to all other reservations and restrictions of record, and taxes for the current year. ALSO, any recreational facilities located on the above described property and owned by the Grantor herein.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining...

To Have and to Hold, the same in fee simple forever,

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances



In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

CEDAR LANE DEVELOPERS, INC.

By: Janis Risbergs
Janis Risbergs

ATTEST, Janis Risbergs Secretary

Signed, sealed and delivered in the presence of:

Janis Risbergs
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **JANIS RISBERGS and OLGERTS A. BODNIEKS,**

whom I know to me to be the President and Secretary respectively of the corporation named as grantor

in the foregoing deed, and that they personally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal aforesaid therein is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of February 1980.

RECORDED IN THE OFFICIAL RECORDS BOOK

GRAHAM W. WATT
COUNTY ADMINISTRATOR

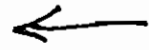
This instrument prepared by:
Address: William E. Asbycraft, Esquire
Post Office Box 11022
Fort Lauderdale, Florida 33339

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 11 1981
KNOXED THIS 27th DAY OF FEBRUARY 1980

FILE 8768 PAGE 70

MAR 5 4 20 PM '80

Return to: GRAHAM, HODGE, LARSON & HUNT, P.A.
5100 N. FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308



QUITCLAIM 0110
FROM CORPORATION

RAMCO FORM 42

80-68733

This Quit-Claim Deed, Executed this 27 day of February, A. D. 1980, by

FORTY-TWENTY, INC.,

a corporation existing under the laws of Florida

and having its principal place of

business at Pompano Beach, Broward County, Florida

first party, to ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., a

Florida corporation not for profit,

whose postoffice address is 4020 Galt Ocean Drive, Pompano Beach, Florida,

second party;

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, male, and
feminine, and persons or individuals, and the successors and assigns of corporations, wherever the context
or admits to the contrary.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-

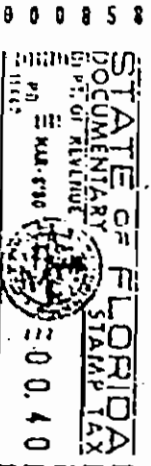
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which

the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being

in the County of Broward State of Florida to wit:

Recreational Unit of OCEAN CLUB, a Condominium, according to the Declaration thereof dated April 1, 1971, and recorded in Official Records Book 4513, Pages 506 through 518, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto according to said Declaration. Subject, however, to all of the provisions of said Declaration of Condominium, and the party of the second part assumes and agrees to observe and perform its obligations under the Declaration, including but not limited to the payment of assessments for the maintenance and operation of the unit and condominium. And subject to all other reservations and restrictions of record, and taxes for the current year.

ALSO, any recreational facilities located on the above described property and owned by the Grantor herein.



To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: *[Signature]*
Dagdas N. Bodnieks - Secretary

FORTY-TWENTY, INC.,
By: *[Signature]*
JANIS RISBERGS

STATE OF FLORIDA
COUNTY OF BROWARD



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JANIS RISBERGS and OIGERTS A. BODNIEKS,

well known to me to be the President and Secretary respectively of the corporation, (Reading this party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, the one corporate and the other individual, and that they were duly sworn in them by said corporation and that the said affidavits in the true corporate and individual capacity of the said parties, and that the said deed is the true and correct copy of the original as the same appears in the County and State file aforesaid this 27 day of February, 1980.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

GRAHAM W. WATL
COUNTY ADMINISTRATOR

This instrument prepared by:
Address: 1111 Galt Ocean Drive, Ft. Lauderdale, Florida 33304

Return to: GRAHAM, HODGE, LARSON & HOME, P.A.
5100 N. FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33303

REC 8768 PAGE 71

MAR 5 4 20 PM '80

404

80-68727

QUITCLAIM DEED
FROM CORPORATION

RAMCO FORM 42

This Quit-Claim Deed, Executed this 27 day of February A.D. 1980 by

GENERAL BUILDERS CORPORATION OF FORT LAUDERDALE, INC.,

a corporation existing under the laws of Florida, and having its principal place of business at 531 North Ocean Blvd., Pompano Beach, Florida 33062
first party, to ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC., a Florida Corporation not for profit,

whose postoffice address is 4020 Galt Ocean Drive, Pompano Beach, Florida

second party;

Wherever used herein the terms "first party" and "second party" shall include their heirs and assigns, their legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

Witnesseth, That the said first party, for and in consideration of the sum of \$10,000

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward State of Florida to wit:

Recreational Unit of OCEAN CLUB, a Condominium, according to the Declaration thereof dated April 1, 1971, and recorded in Official Records Book 4513, Pages 506 through 618, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto according to said Declaration. Subject, however, to all of the provisions of said Declaration of Condominium, and the party of the second part assumes and agrees to observe and perform its obligations under the Declaration, including but not limited to the payment of assessments for the maintenance and operation of the unit and condominium. And subject to all other reservations and restrictions of record, and taxes for the current year.

ALSO, any recreational facilities located on the above described property and owned by the Grantor herein.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PO BOX 1738
TALLAHASSEE, FLORIDA 32304
\$00.40

To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof

the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

Signed, sealed and delivered in the presence of:

[Signature]
GENERAL BUILDERS CORPORATION
Secretary

GENERAL BUILDERS CORPORATION OF
FORT LAUDERDALE, INC.

By *[Signature]*
JANIS RISBERGS

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared JANIS RISBERGS and OIGERTS A. BODNIEKS,

well known to me to be the

President and

Secretary

in the foregoing deed, and that they verily acknowledged executing the same in the presence of two subscribing witnesses, who are respectively under authority duly vested in them by said corporation and that the said official herein is the true corporate secretary of said corporation, and that the day of February 27 day of 1980

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of February 1980

RECORDED IN THE OFFICIAL RECORDS BOOK

OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT

COUNTY ADMINISTRATOR

This instrument prepared by:
William E. Kibcraft, Esquire

Address: Post Office Box 11022
Fort Lauderdale, Florida 33339

NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1981
RONALD DEU GENERAL INS. UNDERWRITERS

REF 8768 MAR 68

MAR 5 4 09 PM '80

BRADAM, HODGE, LARSON & HUISS, P.A.
5100 N. FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

Return to:

This instrument prepared by:
Glazer & Associates, P.A.
One Emerald Place
3113 Stirling Road
Suite 201
Ft. Lauderdale, Florida 33312

**CERTIFICATE ATTESTING TO OPT OUT VOTE TO FOREGO FIRE
SPRINKLER RETROFITTING**

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

WHEREAS, Atlantic Ocean Club Condominium Apartments, Inc. (the "Association") is the entity responsible for operating Ocean Club, a Condominium (hereinafter "Condominium"), pursuant to the Declaration of Condominium thereof recorded in Official Records 4513 at Page 506, of the Public Records of Broward County, Florida; and

WHEREAS, Florida Statutes, Section 718.112(2)(1), allows a condominium association, condominium and unit owners to forego retrofitting the common elements, association property, or units of a residential condominium with a fire sprinkler system by written consent of a majority of all voting interests in the condominium; and

WHEREAS, the Association is required to record notice attesting to the fact that the Association obtained the vote necessary to forego retrofitting of the common elements, association property, or units of the Condominium in the Public Records of Broward County, Florida; and

WHEREAS, the Association, as part of its Official Records, must keep all written consent forms received to evidence proof of the affirmative vote of the majority of all voting interests;

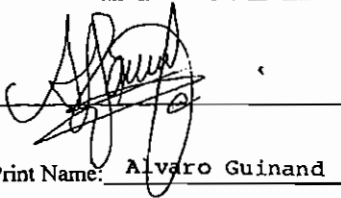
NOW, THEREFORE, the undersigned hereby certifies and attests that the affirmative vote of a majority of all voting interests in the Condominium voted to forego fire sprinkler retrofitting in accordance with Florida Statutes, Section 718.112(2)(1), by written consent.

IN WITNESS THEREOF, the Association sets its hand and seal on this 6 day of December, 2016.

WITNESSES:



Print Name: Kenson Sainvil



Print Name: Alvaro Guinand

Atlantic Ocean Club Condominium
Apartments, Inc.

By: 

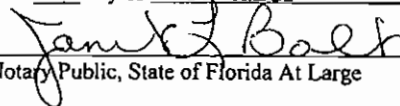
Print Name: Mr. Holly A. Custer

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority appeared Mr. Holly A. Custer, who
is personally known to me, or who produced _____
as identification, and who was sworn and said that the foregoing is true.

SWORN TO BEFORE ME on the 6 day of December, 2016.

 JANET L. BOLT
NOTARY PUBLIC
STATE OF FLORIDA
Comm. FF202888
Expires 4/28/2019


Notary Public, State of Florida At Large

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

**NOTICE OF RESULT OF OPT OUT VOTE TO FOREGO FIRE
SPRINKLER SYSTEM RETROFITTING**

Pursuant to Florida Statutes, Section 718.112(2)(1)(1), the Association notifies each owner that 137 of the voting interests, which is more than a majority of all voting interests in the Association, voted to forego the fire sprinkler retrofitting of the common elements, association property, or units in the Condominium .

Each current owner must provide a copy of this Notice to any new owner prior to closing and to any renter before signing a lease.

Dated: December 6, 2016.

Atlantic Ocean Club Condominium Apartments,
Inc.

By: 

Print Name: RA Holly Acuster

As President

**PROOF OF NOTICE AFFIDAVIT – NOTICE OF RESULT OF
OPT-OUT VOTE TO FOREGO FIRE SPRINKLER
RETROFITTING**

ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.

State of Florida)
County of Broward)

BEFORE ME, personally appeared William Ricco who upon oath, states:

1. I am the Secretary of Atlantic Ocean Club Condominium Apartments, Inc.
2. I personally mailed, pursuant to Florida Statutes, Section 718.112(2)(1), each owner a Notice of Result of Opt-Out Vote to Forego the Fire Sprinkler System Retrofitting.

Dated this 6 day of December, 2016.

By: William Ricco
As Secretary, on behalf of Atlantic Ocean Club
Condominium Apartments, Inc.

The foregoing Affidavit was acknowledged before me this 6 day of December, 2016 by William Ricco the Secretary, on behalf of and for Atlantic Ocean Club Condominium Apartments, Inc.
Personally known.

Janet L Bolt
Notary Public

My Commission Expires:



JANET L. BOLT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF202888
Expires 4/28/2019

**CERTIFICATE OF FILING FOR
THE DECLARATION OF CONDOMINIUM OF
ATLANTIC OCEAN CLUB
CONDOMINIUM APARTMENTS, INC**

THE UNDERSIGNED, being the duly elected and acting President of Atlantic Ocean Club Condominium Apartments, Inc., a Florida corporation not for profit, does hereby certify that the undersign has authority to act on behalf of Atlantic Ocean Club Condominium Apartments Declaration of Condominium as defined by Florida Statute 718 and the Atlantic Ocean Club Condominium Apartments governing documents including but not limited to its Declaration of Condominium, Articles of Incorporation and its Bylaws.

THEREFORE, the undersigned certifies that the Association wishes to attach the Certified Survey for the property described and subject to the Declaration of Condominium for Atlantic Ocean Club Condominium Apartments as originally recorded in **Official Records Book 1513, Page 506** of the Public Records of Broward County, Florida. The original Declaration failed to attach the survey as described as Exhibit A and its filing shall be considered the proper survey for all purposes intended by the original recording. The Certified Sealed Land Survey for Lot 18, Block 34 is attached hereto as Exhibit "A" and shall be incorporated as an official exhibit to the Declaration of Atlantic Ocean Club Condominium Apartments as Exhibit "A".

RESOLVED: That the Declaration of Condominium for Atlantic Ocean Club Condominium Apartments hereby incorporates the Survey describing the subject land.

WITNESS my signature hereto this 3rd day of ~~January~~ ^{February}, 2016 in Broward County, Florida

Atlantic Ocean Club Condominium Apartments
Inc, a Florida Not-for-Profit Corporation

Karin Blair
Witness Print: Karin Blair

By: Mr. Holly A. Custer
Print Name: Mr. Holly A. Custer
Position: President


Keisha Bryant
Witness Print: Keisha Bryant

Attest: William Pucco

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 3rd day of ~~January~~ ^{February}, 2016 by Mr. Holly A. Custer, as President of Atlantic Ocean Club Condominium Apartments, who { X } is personally known to me or { } who has produced as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Atlantic Ocean Club Condominium Apartments, Inc., and who did take an oath.

IN WITNESS WHEREOF, I have set my hand and seal in Broward County, Florida this 3 day of ~~January~~ ^{February}, 2016

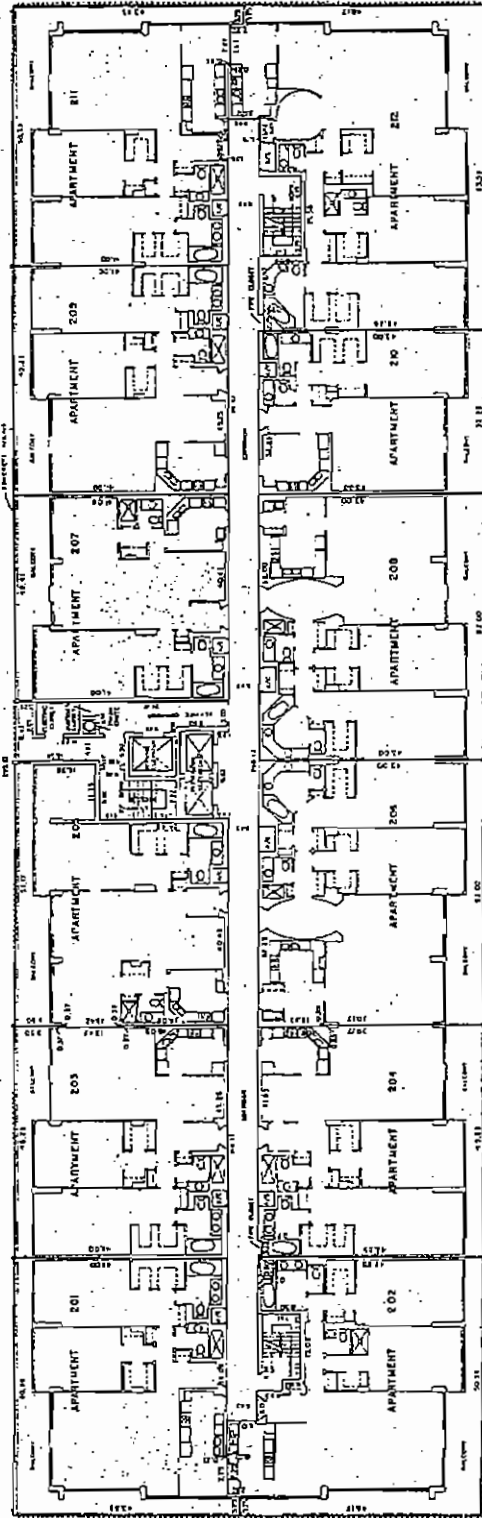
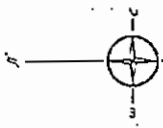
 JANET L. BOLT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF202668
Expires 4/26/2019

Janet L. Bolt
Signature of Notary Public State of Florida

4/18
 8/15/37
 8/15/37
 8/15/37
 8/15/37
 8/15/37

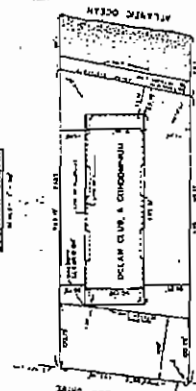
EXHIBIT A

PAGE 4
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 2/20/83 DAY OF FEBRUARY 1983



LEGAL DESCRIPTION OF PROPERTY:
 Lot 10, Tract 1, East 62nd St. West Addition No. 1, in Block 16 in the Block 15, Page 1, of the Public Records of Broward County, Florida.

LOCATION SKETCH:



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The term "General Common Elements" means the portions of the premises which are owned in common by the owners of the units and which are necessary for the use, enjoyment, safety, and health of the premises, and which are not otherwise specifically described in this Declaration. The term "General Common Elements" shall include the portions of the premises which are owned in common by the owners of the units and which are necessary for the use, enjoyment, safety, and health of the premises, and which are not otherwise specifically described in this Declaration.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

The term "Limited Common Elements" means the portions of the premises which are owned in common by the owners of the units and which are necessary for the use, enjoyment, safety, and health of the premises, and which are not otherwise specifically described in this Declaration.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or Unit is described as follows: [Detailed description of the units follows, including floor area, room layouts, and fixtures. The description is organized into numbered paragraphs (1) through (14), corresponding to the apartment numbers on the floor plan.]

EXPLANATION:

The term "Apartment or Unit" as used in this Declaration shall mean the portion of the premises which is described in this Declaration and which is owned in common by the owners of the units and which are necessary for the use, enjoyment, safety, and health of the premises.

NOTES:

1. The floor area shown on this plan is based on a survey of the property, and is subject to change without notice. 2. The floor area shown on this plan is based on a survey of the property, and is subject to change without notice. 3. The floor area shown on this plan is based on a survey of the property, and is subject to change without notice.

OCEAN CLUB, A CONDOMINIUM
SECOND FLOOR PLAN
 4500 EAST OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
 FOR
FORTY-TWENTY, INC.
 MCLAUGHLIN ENGINEERING CO.
 FORT LAUDERDALE, FLORIDA

DATE OF SALE	SHEET NUMBER	SHEET TOTAL
02/20/83	12 OF 14	14 OF 14

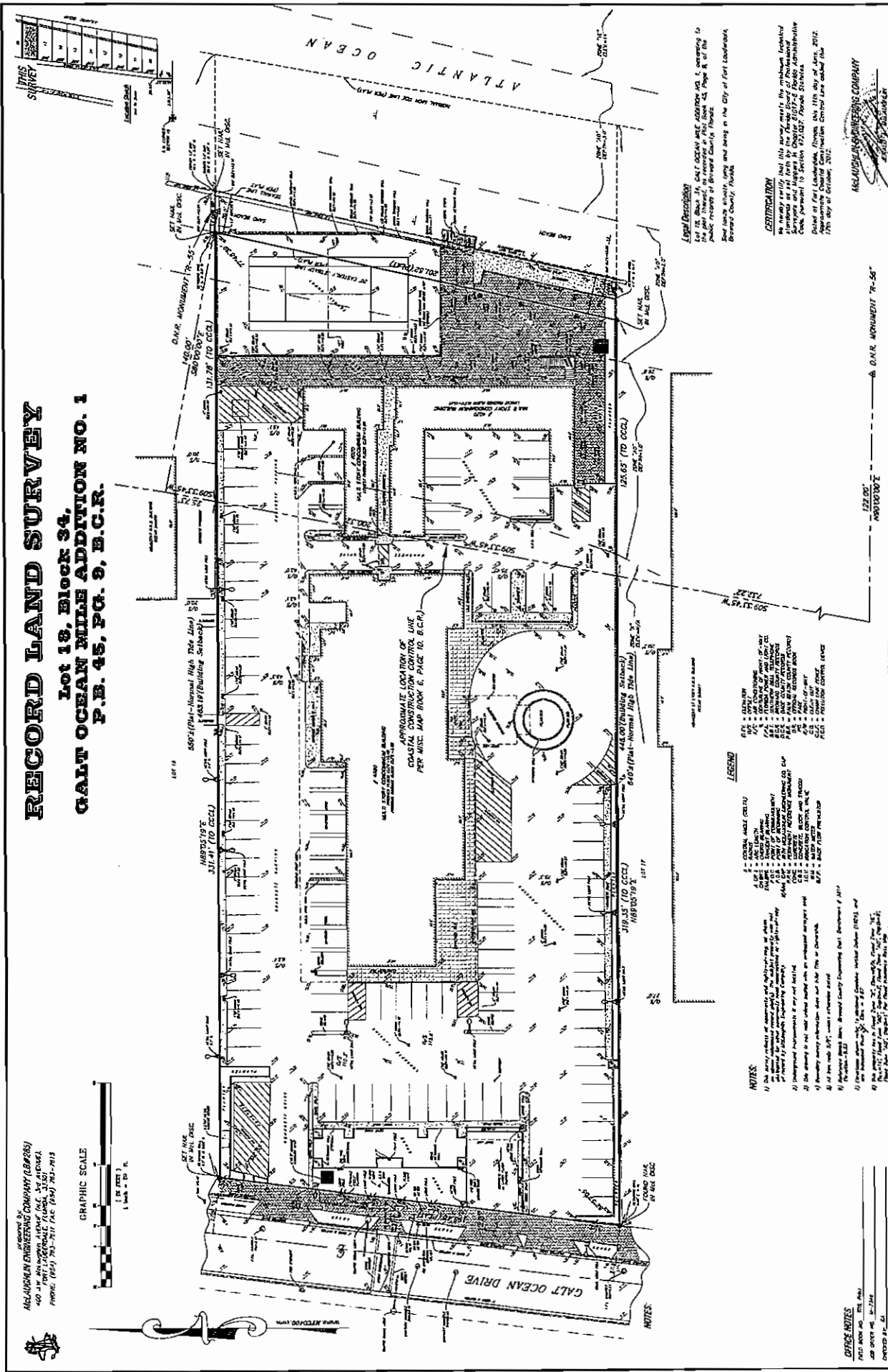
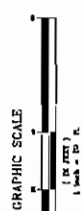


File R-113 509 12-3-80 (RECORDED)

Prepared by
McLARKIN ENGINEERING COMPANY (LBA#285)
 400 W. Washington Avenue, P.O. Box 545, Asheville, NC 28802
 Phone: (828) 753-7011 Fax: (828) 753-7013

RECORD LAND SURVEY

Lot 13, Block 34, GALT OCEAN WALK ADDITION NO. 1 P.B. 45, PG. 9, B.C.R.



Legal Description
 The property described herein is located in Block 34, Page 9 of the Public Record of Beaufort County, North Carolina.
 See also Exhibit, Copy and being in the City of Fort Lauderdale, Broward County, Florida.

CERTIFICATION
 We hereby certify that this survey meets the minimum technical requirements and standards in Chapter 151B-2 of the Florida Administrative Code, pursuant to Section 151.02(2), Florida Statutes.
 Dated at Fort Lauderdale, Florida on the 17th day of June, 2012.
 17th day of October, 2012.

McLARKIN ENGINEERING COMPANY
 Registered Professional Engineer
 License No. 3689

- LEGEND**
- 1 - CONCRETE WALL
 - 2 - CONCRETE COLUMN
 - 3 - CONCRETE SLAB
 - 4 - CONCRETE FOOTING
 - 5 - CONCRETE FOUNDATION
 - 6 - CONCRETE CURB
 - 7 - CONCRETE DRIVE
 - 8 - CONCRETE SIDEWALK
 - 9 - CONCRETE DRIVE
 - 10 - CONCRETE SIDEWALK
 - 11 - CONCRETE DRIVE
 - 12 - CONCRETE SIDEWALK
 - 13 - CONCRETE DRIVE
 - 14 - CONCRETE SIDEWALK
 - 15 - CONCRETE DRIVE
 - 16 - CONCRETE SIDEWALK
 - 17 - CONCRETE DRIVE
 - 18 - CONCRETE SIDEWALK
 - 19 - CONCRETE DRIVE
 - 20 - CONCRETE SIDEWALK

- NOTES**
- 1) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 2) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 3) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 4) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 5) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 6) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 7) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 8) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 9) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.
 - 10) The owner warrants and certifies that the information provided herein is true and correct to the best of his knowledge and belief.

OFFICE NOTES

FILED BOOK NO. 178, PAGE 10
 JOB SHEET NO. 12-2012
 CHECKED BY: [Signature]
 DRAWN BY: [Signature]
 C:\Users\jmc\Documents\12-3-040\12-3-040.dwg 10/27/2012 11:32:34 AM EDT

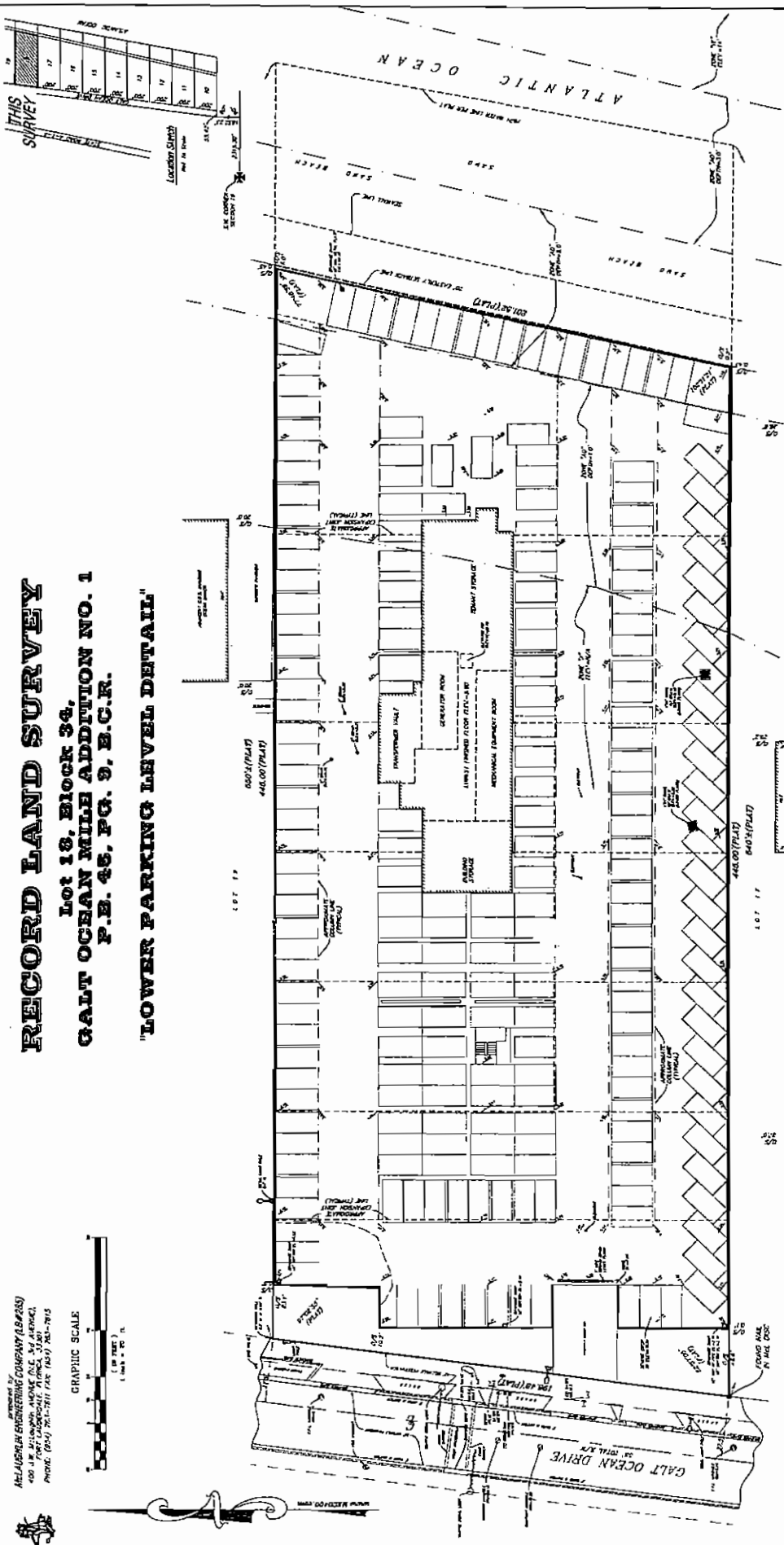
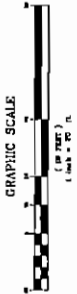
12-3-040(SHEET 1 OF 2)

APPROVED BY
MCLAUGHLIN ENGINEERING COMPANY (A.B.#253)
400 J.W. ALDRIDGE AVENUE (S.E. 3RD AVENUE),
FORT LAUDERDALE, FLORIDA 33304-1715
PHONE (954) 365-7571 FAX (954) 365-7615

RECORD LAND SURVEY

Lot 16, Block 36, GALT OCEAN MILLS ADDITION NO. 1 P.B. 46, PG. 9, B.C.R.

"LOWER PARKING LEVEL DETAIL"



CERTIFICATION
We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Engineers pursuant to Section 475.02, Florida Statute.
Dated at Fort Lauderdale, Florida, this 11th day of June, 2013.
MCLAUGHLIN ENGINEERING COMPANY
Professional Engineer
No. 11232813
Approved: [Signature] P.E. No. 3369

Legal Description
Lot 16, Block 36, GALT OCEAN MILLS ADDITION NO. 1, according to Public Records of Broward County, Florida, Book 46, Page 9 of B.C.R. Said lands situate, lay and being in the City of Fort Lauderdale, Broward County, Florida.

- NOTES**
- 1) The owner(s) of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 2) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 3) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 4) All other notes on this plan shall remain in full force and effect.
 - 5) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 6) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 7) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 8) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 9) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.
 - 10) The utility of all adjacent lots and all interests in them are hereby notified of the location and extent of the proposed improvement.

- LEGEND**
- 1 - EXISTING LOT (P.L.)
 - 2 - EXISTING LOT (P.L.)
 - 3 - EXISTING LOT (P.L.)
 - 4 - EXISTING LOT (P.L.)
 - 5 - EXISTING LOT (P.L.)
 - 6 - EXISTING LOT (P.L.)
 - 7 - EXISTING LOT (P.L.)
 - 8 - EXISTING LOT (P.L.)
 - 9 - EXISTING LOT (P.L.)
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 - 12 - EXISTING LOT (P.L.)
 - 13 - EXISTING LOT (P.L.)
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 - 19 - EXISTING LOT (P.L.)
 - 20 - EXISTING LOT (P.L.)
 - 21 - EXISTING LOT (P.L.)
 - 22 - EXISTING LOT (P.L.)
 - 23 - EXISTING LOT (P.L.)
 - 24 - EXISTING LOT (P.L.)
 - 25 - EXISTING LOT (P.L.)
 - 26 - EXISTING LOT (P.L.)
 - 27 - EXISTING LOT (P.L.)
 - 28 - EXISTING LOT (P.L.)
 - 29 - EXISTING LOT (P.L.)
 - 30 - EXISTING LOT (P.L.)
 - 31 - EXISTING LOT (P.L.)
 - 32 - EXISTING LOT (P.L.)
 - 33 - EXISTING LOT (P.L.)
 - 34 - EXISTING LOT (P.L.)
 - 35 - EXISTING LOT (P.L.)
 - 36 - EXISTING LOT (P.L.)
 - 37 - EXISTING LOT (P.L.)
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 - 43 - EXISTING LOT (P.L.)
 - 44 - EXISTING LOT (P.L.)
 - 45 - EXISTING LOT (P.L.)
 - 46 - EXISTING LOT (P.L.)
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 - 54 - EXISTING LOT (P.L.)
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PLAT NO. 12-3-040 (SHEET 2 OF 2)

OFFICE NOTES
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DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
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AS SHOWN

SCHEDULE "A"

LEASE AMOUNTS ON RECREATION AND HEALTH UNIT

Per Mo. Per Yr.

ENTRANCE LEVEL

Apartment No. 1	28.44	341.28
Apartment No. 3	26.76	321.12
Apartment No. 4	33.47	401.64
Apartment No. 6	20.07	240.84
		<u>1,304.88</u>

MEZZANINE LEVEL

Apartment No. 101	33.47	401.64
Apartment No. 102	33.47	401.64
Apartment No. 103	33.47	401.64
Apartment No. 104	26.76	321.12
Apartment No. 105	30.12	361.44
Apartment No. 106	26.76	321.12
Apartment No. 107	30.12	361.44
Apartment No. 109	33.47	401.64
Apartment No. 110	26.76	321.12
Apartment No. 111	33.47	401.64
Apartment No. 112	40.16	481.92
		<u>4,176.36</u>

FLOORS 2nd THROUGH 12th AND 14th THROUGH 18th INCLUSIVE (16 FLOORS)

Apartments with numbers ending in digit No. 1	33.47	401.64
Apartments with numbers ending in digit No. 2	33.47	401.64
Apartments with numbers ending in digit No. 3	33.47	401.64
Apartments with numbers ending in digit No. 4	33.47	401.64
Apartments with numbers ending in digit No. 5	30.12	361.44
Apartments with numbers ending in digit No. 6	33.47	401.64
Apartments with numbers ending in digit No. 7	30.12	361.44
Apartments with numbers ending in digit No. 8	33.47	401.64
Apartments with numbers ending in digit No. 9	33.47	401.64
Apartments with numbers ending in digit No. 10	26.76	321.12
Apartments with numbers ending in digit No. 11	33.47	401.64
Apartments with numbers ending in digit No. 12	40.16	481.92
		<u>4,739.04x16= 75,824.64</u>

TOTAL PER YEAR

\$81,305.88

OFF. 4513 PAGE 614

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THIS INSTRUMENT WAS PREPARED BY:
HARRY B. DUFFY
DUFFY, SHEDDEN & CASORIA
423 EAST 1ST BUILDING
FORT LAUDERDALE, FLA. 33304

RULES AND REGULATIONS

PASSAGEWAYS

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

SIGNS

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by an Apartment Unit Owner on any part of the outside or inside of the demised premises of the building without the prior written consent of the Association.

WINDOW AND DOOR TREATMENT

3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without the prior written consent of the Association.

WHEEL VEHICLES

4. No baby carriages, velocipedes, or bicycles shall be allowed to stand in the halls, passageways or public areas of the building.

CHILDREN

5. Children shall not play in the public halls, stairways or elevators. Children under twelve (12) years of age shall not be allowed in the pool area unless accompanied by an adult.

DISPOSING OF REFUSE

6. The building is equipped with a trash chute, and garbage and refuse must be sent down to the basement using same.

SERVANT AREAS

7. Servants and domestic help of the Apartment Unit Owners may not gather or lounge in the public areas of the building or grounds, except that such help serving as governess, nurse or babysitter may accompany children to the pool area; no domestic servant shall be permitted to reside in the Building.

OFF. REC. 4513 PAGE 615

SENT TO: HARRY B. DUFFY,
DUFFY, SHEDDEN & CASORIA
423 EAST 1ST BUILDING
FORT LAUDERDALE, FLORIDA

EXHIBIT F

110

KEYS AND LOCKS

8. The Association may retain a pass key to the premises. No Apartment Unit Owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's Agent. In case such consent is given, the Apartment Unit Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demises premises.

ASSOCIATION EMPLOYEES

9. No servants or employees of the Association shall be sent out of the building by any Apartment Unit Owner at any time for any purpose.

TRASH IN PUBLIC AREAS

10. No Apartment Unit Owner shall allow anything whatever to fall from the window or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators or elsewhere in the building or upon the grounds.

REFUSE CONTAINERS, ETC. IN PUBLIC AREAS

11. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.

NUISANCES

12. No Apartment Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Apartment Unit Owners. No Apartment Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of eleven o'clock p. m. and the following eight o'clock a. m., if the same shall disturb

or annoy other occupants of the building. No Apartment Unit Owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrument instruction at any time.

AERIALS

13. No radio or television installation shall be made without the written consent of the Association. Any aerial erected on the roof or exterior walls of the building without the consent of the Association, in writing, is liable to removal without notice.

LEASING

14. Leasing of the Apartment Unit by Apartment Unit Owner is not prohibited; subject, however, to the provisions of Article V and VI of the Declaration.

The foregoing shall not apply to the Developer, Forty-Twenty, Inc., or any person, firm or corporation as provided in Article VI. 1. (e) and Article XVII. 3. of the Declaration of Condominium.

OFF: 4513
REC: 4513 PAGE 617

THIS INSTRUMENT WAS PREPARED BY:
HARRY B. DUFFY
DUFFY, SLADON & CASORIA
424 BAYVIEW BUILDING
FORT LAUDERDALE, FLA. 33304

RECREATION AND HEALTH UNIT AGREEMENT

THIS LEASE, Made and entered into this 1st day of April,
19 71, by and between CEDAR LANE DEVELOPERS, INC., a Florida corpora-
tion, as "Lessor", and FORTY-TWENTY, INC., a Florida corporation, as
"Lessee".

WITNESSETH:

That in consideration of the covenants and agreements hereinafter
set forth to be performed by the parties hereto and the payment of the rental
hereinafter designated by the Lessee in accordance with provisions of this
Lease, the Lessor has leased, rented, let and demised, and by these presents
does lease, rent, let and demise unto the Lessee, its successors and assigns,
the following described real property situate in Broward County, Florida:

An undivided interest in and to the Recreational Unit
which constitutes one of the Units of OCEAN CLUB, a
condominium, according to the Declaration of Con-
dominium thereof recorded in Official Records Book
4513, Page 506, of the Public Records
of Broward County, Florida, a more particular des-
cription of which is attached hereto and made a part
hereof and marked Exhibit A and Exhibit A-1.

TO HAVE AND TO HOLD the above-described premises together with
all and singular the tenements, hereditaments and appurtenances thereunto
belonging, or in any wise incident or appertaining, save and except the rents
and other amounts due to the Lessor by the Lessee, unto the said Lessee for
a term of ninety-nine (99) years, commencing on the 1st day of April,
19 71, unless terminated prior to said date in accordance with the terms
and conditions hereof.

1. TERM: The term of this lease shall begin on the 1st day
of April, 19 71, and shall run for a period of ninety-nine (99) years
unless terminated prior to said date in accordance with the terms and provisions
hereof.

RETURN TO: HARRY B. DUFFY
DUFFY, SLADON & CASORIA
424 BAYVIEW BUILDING
FT. LAUDERDALE, FLORIDA

EXHIBIT E

REC 4513 PAGE 551

2. POSSESSION: The Lessee has accepted possession of its undivided interest in and to the above leasehold property, together with the improvements located thereon and shall be in peaceful possession of the same along with other Lessees and the Lessor so long as the Lessee is not in default under the terms of this Lease. At the expiration of said term, this Lease shall cease and the use of the demised property covered by this Lease shall be surrendered by the Lessee to the Lessor.

The possession of the Lessee consists of the non-exclusive right to utilize the demised premises along with the other Lessees and the Lessor.

3. TITLE: The Lessor covenants and agrees that it has lawful title to said premises free and clear and all liens and encumbrances except the following, which Lessee assumes and agrees to take subject to:

- a. All taxes and assessments subsequent to the year.
- b. Any and all easements, restrictions, reservations or limitations of record.
- c. Governmental zoning of record, building and bulkhead laws, ordinances or regulations, or rights or interests vested in the United States Government or the State of Florida.
- d. Questions of location, measurement and survey.
- e. The Lessee, at its expense, shall furnish such documentary stamps as may be required to be affixed to this Lease by the laws of the State of Florida, and shall pay for the recording of same.
- f. The terms and conditions of the Declaration of Condominium of OCEAN CLUB.

4. RENTAL: The Lessee hereby covenants with the Lessor that it will pay to the Lessor, at such place as the Lessor may designate in writing from time to time, the following sums of money as rent for the use of the leased premises:

- a. The Lessee agrees to pay to Lessor at such place as the Lessor may designate from time to time in writing an annual rental of (see Schedule "A" attached) per year, which is Lessee's proportional share of the total rental of \$81,305.88

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per year to be paid by this Lessee and other Lessees. The rental shall be payable in equal monthly installments in advance of (see Schedule "A" attached) per month, commencing on the 1st day of April, 1971, and monthly thereafter in advance on the 1st day of each and every calendar month throughout the term of this Lease.

b. It is agreed and understood that the rental to be paid to the Lessor is an undivided portion of a net rental as hereinafter set forth in detail and that the Lessee shall be responsible for the payment of all taxes, assessments, costs of utilities, insurance premiums, maintenance, operating costs or any other expenses, including sales or use tax levied by the State of Florida, incurred in connection therewith, all of which are to be paid by the Lessee.

c. In view of the fluctuating purchasing power of the dollar, the parties hereto desiring to adjust the above-described rentals to such purchasing power agree that adjustments shall be made in the annual rental from time to time as hereinafter provided so as to reflect as nearly as possible such fluctuations. The parties hereto adopt as the standard for measuring such fluctuations the Consumer Price Index (revised using the 1957-1959 average as equal to 100), United States average on all items and commodity groups issued by the Bureau of Labor Statistics of the United States Department of Labor hereinafter referred to as the "Index". The average of the Index for the months of January, February, and March of 1970 shall be taken as the Basic Standard. The average of the Index for those months was 132.5 and that figure is therefore the Basic Standard as hereinafter used. The first adjustment shall be made at the end of the fifth year of the Lease so that it shall operate for the next five-year period. These adjustments shall be made and the rental for the ensuing period shall be arrived at by multiplying the rental of (see Schedule "A" attached) dollars by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the Basic Standard. The new index figure will be the average for the months of January, February and March of the Lease year

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prior to that in which the adjustment is made. For example, the new Index figure would be taken from the months of January, February and March of the fifth year and at the end of each five-year period.

It is understood that the above index is now being published by the Bureau of Labor Statistics of the United States Department of Labor monthly. Should it be published at other intervals so that the three months' average cannot be determined exactly as above contemplated for the Basic Standard, then the Basic Standard shall be arrived at from the Index or Indexes published by said Bureau most closely approximating such three months' interval. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use and the adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index, and in the event agreement cannot be reached as to such conversion factor or such new Index, then the parties hereto agree to submit to arbitrators chosen in the usual manner the selection of a new Index approximating as nearly as can be the Index hereinabove first contemplated which new Index may be the one published by a governmental agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar. Should there be no such publication by a governmental agency, then an Index

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prepared by a private agency generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar shall be agreed upon by the parties hereto, or failing such agreement, a generally accepted and approved index shall be selected by three arbitrators chosen in the usual manner. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto.

In the event of any controversy arising as to the proper adjustment for rental payments as herein provided, the Lessee shall continue paying the rental under the last preceding rental adjustment as herein provided until such time as said controversy has been settled at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

5. FIRE, WIND, CASUALTY AND OTHER INSURANCE: Lessee at its sole cost and expense shall keep the demised premises insured for the mutual benefit of Lessor and Lessee (as hereinafter provided) during the term of this lease, against loss or damage by fire, hurricane, tornado, windstorm and against loss or damage by any other risks now or hereafter embraced by "Extended Coverage", so called, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policy, but in any event in an amount not less than eighty (80) percent of the then "full replacement cost" exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Such "full replacement cost" shall be determined from time to time (but not more frequently than once in any thirty-six (36) calendar month at the request of Lessor by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) and paid by Lessee. No omission on the part of the Lessor to request any such determination shall relieve Lessee of any of its obligations under this Paragraph 5.

Lessee at its sole cost and expense, but for the mutual benefit of Lessor and Lessee, shall maintain:

a. Personal injury and property damage liability insurance, with respect to each new building, against claims for bodily injury, death or property

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damage, occurring thereon, in or about the demised premises or the elevators or any escalator therein and on, in or about the adjoining streets, property and passageways, such insurance to afford minimum protection, during the term of this lease, of not less than \$300,000. in respect to any one accident, and not less than \$10,000. property damage arising out of any one accident.

b. Boiler insurance, if applicable, and if requested by Lessor, plate glass insurance in amounts reasonable and satisfactory to Lessor.

c. Such other insurance and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being or to be given to the height and type of building, its construction, use and occupancy.

All insurance provided for in this Paragraph 5 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, which shall be issued by the same insurer issuing the insurance on OCEAN CLUB, a condominium, and approved in the same manner as provided in Article IX of the Declaration of Condominium of OCEAN CLUB. Within a reasonable time after the execution of this Lease and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Paragraph 5, originals (or the certificates of the insurers satisfactory to Lessor when the originals shall have been delivered to mortgagees) of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor. Said policy or policies referred to above may be the same policy covering the entire OCEAN CLUB condominium.

All policies of insurance hereinabove provided for shall name Lessor and Lessee as the insured as their respective interests may appear. Such policies shall also be payable to any mortgagee as the interest of such mortgagee may appear. The loss, if any, under any policies provided for in such paragraphs

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shall be adjusted with the insurance companies (a) by Lessee and said mortgage in the case of any particular casualty resulting in damage or destruction not exceeding \$25,000. in the aggregate, or (b) by Lessor, Lessee and said mortgagee in the case of any particular casualty resulting in damage or destruction exceeding \$25,000. in the aggregate. The proceeds of any such insurance shall be payable:

a. To Lessee and to the mortgagee, if any, in the case of any particular casualty resulting in damage or destruction not exceeding \$25,000. in the aggregate, or

b. To Lessor in the case of any particular casualty resulting in damage or destruction exceeding \$25,000. in the aggregate for the purposes set forth in Paragraph 14 of this Lease.

All policies hereinabove provided for shall provide that the loss if any thereunder shall be adjusted and paid as hereinabove provided.

Each such policy or certificate therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to Lessor.

In the event of failure on the part of the Lessee to provide or obtain any insurance coverage required hereunder, Lessor shall have the right (but not the obligation) to obtain insurance in accordance with the requirements of this Paragraph 5, in which event all sums paid by the Lessor by way of premium payments or otherwise in connection with the said insurance shall be additional rent and shall become due and payable immediately upon demand by the Lessor. The Lessee herein does hereby appoint as Lessee's agent, Atlantic Ocean Club Condominium Apartments, Inc., a non-profit Florida corporation, for the purpose of obtaining the above necessary policy or policies for the use and benefit of Lessee or other Lessees.

6. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS: If Lessee shall at any time fail to pay any sums due under this Lease in accordance with the provisions of this Lease, or to take out, pay for, or maintain any of

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the insurance policies provided for in Paragraph 5 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed, then Lessor after ten (10) days' written notice to Lessee (or without notice in case of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may (but shall not be under any obligation to):

- a. Pay any sum payable by Lessee pursuant to the provisions of this lease, or
- b. Take out, pay for and maintain any of the insurance policies provided for in Paragraph 5 hereof, or
- c. Make any other payment or perform any other act on Lessee's part to be made or performed as in this Lease provided; and may enter upon the demised premises for such purposes and take all such action thereon as may be reasonably necessary therefor.

All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act, together with interest thereon at the rate of eight (8) percent per annum from the respective dates of Lessor's making of each such payment, shall constitute additional rent payable by Lessee under this lease and shall be paid by Lessee to Lessor on demand, and Lessor shall not be limited in the proof of any damages which Lessor may claim against Lessee arising out of or by reason of Lessee's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Lessee and which would have been payable upon such insurance, but Lessor shall also be entitled to recover as damages for such breach, the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provision of this lease. Moreover, any such damages so recovered by the Lessor shall be subject to the provisions of Paragraph 14 hereof. Upon the expiration of this lease the unearned premiums upon any such insurance policies lodged with Lessor by Lessee shall be apportioned if Lessee shall not then be in default in the performance of any of Lessee's covenants, agreements and undertakings in this lease.

RE 4513 REC 588

7. REPAIRS AND MAINTENANCE OF THE PROPERTY: Throughout the terms of this lease, Lessee at its sole cost and expense will take good care of the demised premises, and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural, non-structural, ordinary and extraordinary and unforeseen and foreseen. When used in this Paragraph 7, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Lessee shall be equal in quality and class to the original work. Lessee will do or cause others to do all necessary shoring of foundations and walls of any building or seawalls, and every other act or thing for the safety and preservation thereof which may be necessary by reason of any erosion, excavation or other building operation upon any adjoining property or street, alley or passageway.

The necessity for and adequacy of repairs to any building or other improvement pursuant to Paragraph 7 hereof shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Lessee shall in any event make all repairs necessary to avoid any structural damage or injury to any building or other improvement.

8. TAXES: Lessee agrees that as part of the consideration for this lease, that it will pay any and all real estate taxes or special assessments levied against the land and improvements of the property covered by this lease during the term of this lease, and in the event the Lessee shall fail to pay and cause discharge of the same when due, the Lessor may pay the same and such amounts paid including any penalties and interest, shall be added to the rentals due hereunder and payable to the Lessor by the Lessee upon the next rental payment due.

The parties understand and agree that the Lessee shall pay the taxes and charges as enumerated in this numbered paragraph, and shall deliver official receipts evidencing such payment to the Lessor, at the same place as is then designated by the Lessor as the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least thirty (30) days before the said tax itself would become delinquent in

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accordance with the laws then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to its obligation to pay taxes; provided the Lessee gives the Lessor notice of its intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business in the State of Florida, or a cash bond, in one and one half times the amount of the tax item or the items intended to be contested, conditioned to pay the tax item or items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee to the Lessor not later than a day which is thirty (30) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of the Lessee to pay taxes or other charges, as enumerated in this numbered paragraph and furnish the receipts thereof or to furnish the written notice and bond referred to herein, not later than thirty (30) days before the said tax or taxes or any item of them would be come delinquent, shall constitute the Lessee in default under this lease at Lessor's option as hereinafter set forth.

9. UTILITY CHARGES: The Lessee agrees and covenants to pay all charges for utilities, whether they are supplied by a public or private firm, and to pay them monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility, or any other type of service charge.

10. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES: The Lessee covenants and agrees that it will, at its own expense, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designated to protect the public.

11. **LAWFUL USE OF PREMISES:** The Lessee covenants and agrees that during the term of this lease the property covered by this lease shall be used solely for recreational purposes, for the use and benefit of members of OCEAN CLUB CONDOMINIUM, and a designated number of non-resident members as set forth hereinafter or their authorized sublessees, guests or licensees.

The Lessee further covenants and agrees that during the term hereof, it will not permit the same to be used for any illegal or immoral purpose, business or occupation; provided, that a violation of this paragraph shall operate as a breach of this lease only in the event that the property herein described shall be closed or abated by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such conditions, or has failed to take reasonable steps to obtain such abatement, within thirty (30) days after such closing. In the event of such failure on the part of the Lessee, and the exercise of Lessor's option to treat the same as a breach of this lease, such breach and the right to terminate shall exist only after the expiration of thirty (30) days' written notice and demand for the abatement of such condition.

12. **INSPECTION OF PREMISES:** The Lessee agrees and covenants that the Lessors, or their agents, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same, or if exercising any right or power reserved to the Lessor under the terms and provisions of this indenture.

13. **LIENS CREATED BY LESSEE:** The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the real property covered by this lease, and that no person shall ever be entitled to any lien directly or indirectly through or under it, or its agents, or servants, or on account of any act or omission of the Lessee, which lien shall be superior

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to the interest of this lease reserved to the Lessor upon the leased premises. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this lease, in accordance with the provisions of Chapter 84.101, Florida Statutes. Should any such lien be filed, the Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

14. DAMAGE OR DESTRUCTION: In case of casualty to the demised premises resulting in damage or destruction exceeding \$5,000 in the aggregate, Lessee will promptly give written notice thereof to Lessor. Lessee shall, at its sole cost and expense, and whether or not the insurance proceeds if any shall be sufficient for the purpose, restore, repair, replace, rebuild (including the demolition of a damaged building, if necessary), or alter the demised premises, regardless of the amount of damage or destruction, as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding, demolition or alterations shall be commenced promptly and presecured with reasonable diligence.

All insurance money paid to Lessor on account of such damage or destruction, less the actual cost, fees and expenses, if any, incurred in connection with adjustment of the loss, shall be applied by Lessor to the payment of the cost of the aforesaid demolition, restoration, repairs, replacement, rebuilding or alterations, and shall be paid out from time to time as such restoration progresses upon the written request of Lessee which shall be accompanied by the following:

a. A certificate signed by Lessee, dated not more than thirty (30) days prior to such request, setting forth the following:

(1) That the sum then requested either has been paid by Lessee or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials

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for the restoration therein specified, and giving a brief description of such services and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basis in any previous or then pending request for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Lessee and that the sum then requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amount if any stated, pursuant to the foregoing subparagraph a. (1) in such certificate to be due for services or materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry which is then due for labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or materialmen's statutory or similar lien upon such restoration or upon the demised premises or any part thereof or upon Lessee's leasehold interest therein.

b. An opinion of counsel or other evidence, reasonably satisfactory to Lessors to the effect that there had not been filed with respect to the demised premises or any part thereof or upon Lessee's leasehold interest therein any vendor's, mechanic's, laborer's, materialmen's, or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested.

In the event that any such restoration involves expenditures in excess of \$25,000, the certificate required by clause a. of this numbered paragraph shall be a certificate signed by the architect or engineer in charge of the restoration who shall be a licensed architect licensed to do business in Broward County.

If the insurance money at the time held by Lessors, less the actual cost, fees and expense, if any incurred in connection with the adjustment of the loss, shall be insufficient to pay the entire cost of such restoration, Lessee will pay the deficiency.

Upon receipt by Lessors of satisfactory evidence of the character

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required by paragraphs a. and b. of this Paragraph 14, that the restoration has been completed and paid for in full and that there are no liens of the character referred to therein, any balance of the insurance money at the time held by Lessors shall be paid to Lessee.

All such insurance moneys received by Lessors, shall be held by Lessors in a separate bank account as trust funds until applied as aforesaid.

15. CHANGES AND ALTERATIONS BY LESSEE: Lessee shall have the right at any time and from time to time during the term of this lease to make at its sole cost and expense changes and alterations in any building hereafter erected on the demised premises, provided an "Event of Default" as defined in Paragraph 25 shall not have occurred, subject, however, in all cases to the following:

- a. No single structural change or alteration costing more than \$25,000 shall be undertaken except after twenty (20) days' prior written notice to Lessors.
- b. No change or alteration which would change the character or the structure or the size of the building or other improvements shall be made in any event without the prior written consent of Lessors, such consent not to be withheld if the change or alteration does not impair the value or usefulness of the building or any part thereof.
- c. No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental agencies having jurisdiction.
- d. Any structural change or alteration involving an estimated cost of \$25,000 or more shall be conducted under the supervision of a licensed architect or engineer licensed in Broward County, selected by Lessee, and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and submitted to Lessors.

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e. Any change or alteration shall when completed be of such a character as not to reduce the value of the demised premises below its value immediately before such change or alteration.

f. Any change or alteration shall be made promptly (unavoidable delays excepted) and in good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies hereafter exercising similar functions.

g. The cost of any such change or alteration shall be paid by Lessee so that the demised premises shall at all times be free of liens for labor and materials supplies or claimed to have been supplied to the demised premises.

h. General liability insurance for the mutual benefit of Lessee and Lessor with limits of not less than \$300,000 in the event of bodily injury or death to one person, and not less than \$300,000 in the event of bodily injury or death to any number of persons in any one accident, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies satisfactory to the Lessors and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessors of such payment shall be delivered to Lessors.

i. If the estimated cost of such structural change or alterations shall be \$25,000 or more, Lessee, at Lessee's sole cost and expense, shall furnish to Lessors a surety company completion bond, issued by a company reasonably acceptable to Lessors, or other securities satisfactory to Lessors, in an amount at least equal to the estimated cost of such change or al.

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guaranteeing the completion thereof within a reasonable time, free and clear of all encumbrances, chattel mortgages, conditional bills of sale, and other charges, and in accordance with the plans and specifications approved by Lessors.

16. CONDEMNATION:

a. If at any time during the term of this lease the whole or substantially all of the demised premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Lessors, Lessee and those authorized to exercise such right, this lease and the term hereof, shall terminate and expire on the date of such taking and the net rent, additional rent and other sum or sums of money and other charges herein reserved and provided to be paid by Lessee shall be apportioned and paid to the date of such taking. The equity assigned to the Recreational Unit in the Declaration of Condominium of Ocean Club, a condominium, shall determine the portion of the overall award payable to the Lessors in the event that OCEAN CLUB is condemned as aforesaid.

b. Except as hereinafter otherwise specifically provided, if less than the whole or less than substantially all of the demised premises shall be taken as aforesaid, this lease and the term hereof shall continue, without reduction, abatement or effect of any nature whatsoever upon said term or the liability of Lessee to pay in full the additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, but the annual net rent thereafter payable by Lessee shall be apportioned and reduced as of, and from, the date of each such partial taking by an amount equivalent to ten (10) per cent of the net award or awards (after reasonable fees and expenses of collection) ultimately received and retained by Lessors pursuant to the provisions of sub-paragraph c. of this paragraph, in connection with the partial taking occasioning the particular apportionment and reduction, each such apportionment and reduction to be made only when and as the particular net award to which Lessors are entitled shall ultimately and finally be determined to be due to Lessors.

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c. The rights of Lessors and Lessee in and to the net award or awards (after reasonable fees and expenses of collection) upon any such undertakings shall be determined as follows:

(1) In the event of any such taking, partial, whole or substantially all, as the case may be, Lessors shall always be entitled to receive such portion of the award therefor, with the interest thereon, as shall represent compensation for the Recreational Unit or the part thereof so taken free and clear of leases as of the date of taking;

(2) Lessee shall be entitled to receive any balance of any such award or awards remaining after Lessors shall be paid as hereinabove in subparagraph (1) of subparagraph c. herein provided, subject, however, to the later provisions of this paragraph.

d. Except as otherwise provided in Paragraph 16 of this lease, the Lessee shall have no rights arising out of the termination of this lease pursuant to subparagraph a. of this paragraph. In the event of any taking in this paragraph referred to the Lessee shall not be entitled to any payment based, inter alia, upon the value of the unexpired term of this lease or any renewal thereof, consequential damages to the land or building not so taken or the diminution of the assemblage or plottage value of the land or building not so taken.

e. If any new building or buildings or improvements or any replacement thereof shall be damaged or partially destroyed by any such taking of less than all or substantially all thereof, Lessee shall give prompt notice thereof to Lessors, and Lessee shall proceed with reasonable diligence to conduct any necessary demolition and to repair, replace or rebuild, at Lessee's own cost and expense, any remaining part of said new building and improvements or of any replacement thereof not to be taken so as to constitute such remaining part thereof a complete building in good condition and repair, and Lessee shall hold that portion, if any, of any award which represents consequential damages to said new building and improvements or any replacement thereof, or to the part of said building and improvements or replacements thereof, not so taken,

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together with the right to receive such portion, and together with any award or awards or portion of the award or awards received by Lessee under the provisions of subparagraph c. of this paragraph in trust to apply the same to the cost and expense of such demolition, repairing, replacing and rebuilding, by whomsoever incurred. If the conduct of any demolition or work necessary to repair, replace or rebuild any damage to or destruction of the new building and improvements or any replacement or replacements thereof shall equal or exceed an aggregate cost of \$25,000, the same shall be conducted under the supervision of an architect or engineer licensed in Broward County, selected by Lessee and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Lessors.

f. If the temporary use or the whole or any part of the demised premises shall be taken at any time during the term of this lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Lessee and those authorized to exercise such right, the term of this lease shall not be reduced or affected in any way and Lessee shall continue to pay in full the net rent, additional rent and other sums of money and charges herein reserved and provided to be paid by Lessee, and, if possession of the demised premises shall revert to Lessee prior to the expiration of the term of this lease, Lessee shall at its sole expense restore the demised premises to its condition prior to the taking and in all other respects shall indemnify and keep harmless Lessors from the effects of such taking so that the demised premises in every respect shall upon completion of such restoration be the same as if no such taking had occurred. All questions with respect to the disposition of any sum of money or payments made by any body having authority of eminent domain shall be determined by the appropriate court having jurisdiction thereof.

17. MORTGAGES, ASSIGNMENTS AND SUBLEASES:

a. Lessee shall not mortgage, hypothecate, pledge or assign the lease or subject all or any portion of the demised premises except as herein-

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after specifically permitted.

b. The Lessee may assign its interest in and to this lease only to the owners of an apartment unit in Ocean Club, a condominium, provided that at the time of such assignment the Lessee shall not be in default in any of the covenants, agreements, provisions and conditions herein contained to be kept, observed and performed by the Lessee, and shall have paid all impositions of every kind, which shall have accrued under this lease at the date of any such assignment; provided, also such assignment by the Lessee shall be bona fide, and shall be evidenced by an instrument in writing, duly executed under seal and acknowledged by the assignee, and within ten (10) days after the execution thereof, duly recorded in the Office of the Clerk of the Circuit Court of Broward County, and wherein and whereby such assignee of Lessee's shall expressly accept and assume all the terms, agreements, provisions and conditions in this lease contained, to be kept, observed and performed by the Lessee.

Lessor agrees that this lease shall be freely assignable so long as this lease is in good standing, subject, however, to the terms and conditions set forth in the Declaration of Condominium of Ocean Club and the By-Laws of Atlantic Ocean Club Condominium Apartments, Inc., both of the same having been previously recorded with the Clerk of the Circuit Court of Broward County, Florida.

The Lessee agrees that it shall not assign this lease to any person or legal entity unless simultaneously therewith the Lessee has conveyed to said third person or legal entity all of its right, title or interest in and to the apartment unit owned by it in Ocean Club, a condominium. Any other attempted assignment shall be null and void.

For the purpose of enabling the Lessee to assure the proposed assignee that the lease is in good standing and that there is then no existing default on the part of the Lessee therein, the Lessor covenants and agrees with the Lessee that the lessor will, upon receipt of notice of the proposed assignment, by Registered Mail, and within thirty (30) days after receipt of such notice, apprise

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the Lessee, in writing, of the existence or non-existence of any default on the part of the Lessee in the lease, and if the Lessor fails to do so, then such failure shall have the effect of a representation by the Lessor unto the proposed assignee that there exists then no default on the part of the Lessee in the performance or observance of any of the conditions or covenants of this lease. Notice or the consequent reply shall be deemed given and then shall begin to run when said notice or the consequent reply is deposited in the United States Mails, by Registered Mail, with sufficient postage thereon to carry the same to its address, and the same shall be addressed to the Lessor, or the Lessee, at the places and in the manner described as being the last places for giving notice; provided, however, that any assignment must include the Lessee's entire interest in the demised premises.

Lessor further agrees that the Lessee may sublet or sublease its interest in the demised premises as Lessee shall see fit to do so long as this lease is in good standing; provided, however, that any such subletting or subleasing shall require the subtenants or the sublessees to abide by all of the terms of this lease, subject, however, to the terms and conditions as set forth in the Declaration of Condominium of Ocean Club and of the By-Laws of Atlantic Ocean Club Condominium Apartments, Inc., both of the same having been previously recorded with the Clerk of the Circuit Court of Broward County, Florida. It is understood and agreed that forfeiture or termination of this lease shall automatically effect a forfeiture and termination of all subleases; and further, provided that any subleasing shall not relieve the Lessee or its assigns from any obligation under this lease.

The Lessee may sublet its interest in the demised premises only to a sublessee of the Lessee's apartment in Ocean Club.

Should the Lessee at any time execute an authorized mortgage, as defined in the Declaration of Condominium, on his or her individual condominium unit, the same shall be considered as encumbering the Lessee's undivided leasehold interest as an appurtenance to the Lessee's ownership of said condominium unit, and it shall not be necessary to describe this leasehold

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interest in said mortgage, the lien of said mortgage shall be considered a lien against the Lessee's leasehold interest.

C. The Lessee agrees at any time and from time to time upon not less than twenty days' prior written request by the Lessors to execute, acknowledge and deliver to the Lessors a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified and stating the modifications), and the dates to which the next rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the Lessee and (with respect to Lessor's certification) known to the Lessors, or notice of default served by the Lessors, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or a mortgagee or assignee of any mortgage upon the fee of the demises premises. A copy of such statement shall be delivered to the holder of any mortgage.

D. Nothing in this Lease contained shall prevent the Lessors from at any time conveying by deed or encumbering by way of mortgage its fee title to the demised premises; such deed or mortgage or mortgages, however, shall be in all respects subject and subordinate to this lease.

18. INDEMNIFICATION AGAINST CLAIMS: The Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this lease for any personal injury, loss of life and/or damages to property situated in, or about the demised premises and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or in the defense or any action or proceedings, brought thereon, and from and against any orders, judgments and/or decrees, which may be entered therein.

19. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event the Lessors are compelled to incur any expenses in collecting any sum

of money due under this lease for rent or otherwise or, in the event suit shall be brought by the Lessors for the purposes of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof, or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to pay to the Lessors all expenses and costs of litigation including a reasonable attorney's fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor.

Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against the Lessee.

Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

20. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that the 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 the Lessors and that only the terms of this lease are to be binding upon the Lessor and the Lessee.

21. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same covenants.

22. INTEREST: All sums of money required to be paid by the Lessee to the Lessor shall bear interest from due date, or maturity thereof, at the rate of eight percent (8%) per annum until paid which interest shall be due and payable to the Lessor upon their written demand.

23. BANKRUPTCY OF LESSEE: Should the Lessee at any time during the term of this lease, directly or indirectly, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it, or in any manner

invoke the aid of the bankruptcy court in whatever form, or to make an assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the Lessee's property, or should any order of any court of competent jurisdiction be entered continuing the Lessee in possession of the leased property, or should the Lessee's leasehold interest be levied upon the lien thereof not discharged within thirty (30) days after said levy has been made, or should the Lessee fail to promptly pay when due all taxes of whatever kind required to be paid to the state or federal governments or any subdivision thereof, then and upon the happening of either or any of the aforesaid events, the Lessor shall have the right, at their election, to consider the same a material default on the Lessee of the terms and provisions hereof, and, in the event such default is not cured by the Lessee within a period of thirty (30) days from the date of the giving by the Lessor of written notice to the Lessee of the existence of such default, the Lessor shall have the option of declaring this lease terminated and the interest of the Lessee forfeited, or the Lessor may exercise any other options herein conferred upon them. The pendency of proceedings to which the Lessee shall be a part shall not preclude the Lessor from exercising the option herein conferred upon them. In the event the Lessee or its trustee or receiver of the Lessee's property shall seek an injunction against the Lessor's exercise of the option herein conferred, such action on the part of the Lessee, or its trustee or receiver, shall automatically terminate this lease as of the date of the making of such application. In the event the court shall enjoin the Lessor from exercising the option herein conferred upon them, such injunction shall automatically terminate this lease as of the date of the making of such application. Upon the termination of the lease at the Lessor's option, and/or as herein otherwise provided, it shall become the mandatory duty of the court, as a matter of law, to require the redelivery of the entire leased premises and all of the Lessee's property thereon situated, in a summary proceeding

to the Lessor, upon mere motion or petition of the Lessor. All revenues derived or accruing from the leased premises subsequent to the date of the termination of said lease shall constitute the property of the Lessor, and the same is hereby declared to be a trust fund and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property.

24. STATUTORY REMEDIES: Lessee recognizes the validity and applicability of the summary remedies provided by the Statutes of the State of Florida for the protection of landlord's rights.

The Lessee recognizes that by virtue of the decisional law of the State of Florida, Sections 83.06, 83.05 and 83.08, Florida Statutes, 1953, are treated and considered as being part of this indenture.

It is not the intention of the parties to shorten any of the periods of notice required in this lease by adopting the foregoing provisions.

25. DEFAULT: It is covenanted and agreed by and between the parties hereto that in the event at any time a default in the terms of this lease upon the part of the Lessee for the periods hereinafter set forth, then, and in that event, it shall and may be lawful for the Lessor, at its election, to declare said demised term ended and to re-enter into said demised premises and the building or buildings and improvements situated thereon or any part thereof either with or without chases of law, the Lessee hereby waiving any demand for possession of the said demised premises and any and all buildings and improvements situated thereon.

It is understood and agreed that the limit of each unit owner's liability under the terms of this paragraph shall be for the payment of his proportional share of the total rental, viz., as per Schedule "A" attached hereto, and that a default by one unit owner shall involve no liability on the part of any other unit owner.

a. A default upon the part of the Lessee for a period of fifteen (15) days in making any payments of rental due on this lease or any sales or use tax levied on said rental without any notice to the Lessee being required.

b. A default upon the part of the Lessee in paying any other taxes which are the obligation of the Lessee within fifteen (15) days prior to the time when the same become delinquent, without any notice to the Lessee being required.

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c. A default on the part of the Lessee for a period of fifteen (15) days in making any payment of assessments due Ocean Club, a condominium, or in making any payment due the holder of any institutional first mortgage which constitutes a lien against owner's apartment, without any notice of the Lessee being required.

d. Inasmuch as the Lessor's security for the payment of rental called for under this Lease is a lien, as hereinafter provided, the termination of Ocean Club, a condominium, in accordance with the covenants of the Declaration of Condominium shall constitute a default in the terms of this lease without any notice being required to the Lessee.

e. In the event that the Lessee should fail to perform or become in default of any of the other covenants of this lease by it to be kept or performed, and any such failures or default shall be continued for thirty (30) days after notice thereof in writing by the Lessor to the Lessee specifying the default complained of.

f. During any of the above periods, if the Lessee cures the default, the Lease shall be deemed restored in good standing.

g. The Lessee further covenants and agrees that upon the termination of the said demised term at such election of the said Lessor, or in any other way, the Lessee will surrender and deliver up said premises and the improvements and buildings situated therein peaceably to the Lessor, its agent or attorneys, immediately upon the termination of said demised term.

h. At any time or from time to time after any such expiration or termination, Lessors may relet the demised premises or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease) and on such conditions (which may include concessions or free rent) as Lessor in their uncontrolled discretion may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible or liable for any failure to relet the demised premises or any part thereof, or for any rent due upon any such reletting.

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i. No such expiration or termination of this lease shall relieve the Lessee of its liability and obligations under this lease, and such liability and obligations shall survive any such expiration or termination, whether or not the demised premises or any part thereof shall have been relet. Lessee shall pay to the Lessor the net rent and all other charges required to be paid by Lessee up to the time of such expiration or termination of this lease, and thereafter Lessee, until the end of what would have been the term of this lease in the absence of such expiration or termination, shall be liable to Lessor for and shall pay to Lessor as and for liquidated and agreed current damages for Lessee's default.

(1) The equivalent of the amount of the new rent and the other rent and charges which would be payable under this lease by Lessee if this lease were still in effect, less

(2) the net proceeds of any reletting effected pursuant to the provisions of subparagraph h. hereof, after deducting all Lessor's expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting, Lessee shall pay such current damages (herein called "deficiency") to Lessor annually on the days on which the net rent would have been payable under this lease if this lease were still in effect, and Lessor shall be entitled to recover from Lessee such annual deficiency as the same shall arise.

j. Each right and remedy of Lessor provided for in this lease shall be cumulative and shall be in addition to every other right of remedy provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise.

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k. The Lessee pledges with and assigns unto the Lessor all of the rents, issues and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the demised premises and in connection with such pledging of the rents the Lessee covenants and agrees with the Lessor that if the Lessor upon default of the Lessee elects to file suit in chancery to enforce the lease and protect the Lessor's right hereunder, then the Lessor may, as ancillary to said suit, apply to any court having jurisdiction thereof for the appointment of a receiver of all and singular the demised premises, the improvements and building located thereon; and thereupon, it is expressly covenanted and agreed that the court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases, and such appointment shall be made by such court as a matter of strict right to the Lessors and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien or to the solvency or insolvency of the Lessee and without reference to the commission of waste.

l. The Lessor is the developer of a condominium apartment project known as Ocean Club, a condominium. The Lessors are the owners of the Recreation Unit herein leased to the Lessee in said Ocean Club, the title to which Recreational Unit has been conveyed by warranty deed to the Lessors by the Lessee prior to the execution of this lease.

The Declaration of Condominium of Ocean Club, a condominium, provides that said Recreational Unit is considered as one of the units in said condominium for the purpose of ownership and a percentage of equity (share in the ownership of the common elements) has been assigned to said Recreational Unit in said Declaration of Condominium. Said Recreational Unit shall also be assessed for its proportionate share of the common expenses of maintenance, operation, insurance and taxes in the same manner as other units in said condominium, provided, however, that the costs of said maintenance, operation, insurance, taxes, etc. shall be apportioned among the various owners of the individual apartments in Ocean Club, a condominium, and are not to be assessed

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against the Lessor herein. This lease is a net lease as hereinbefore set forth in the various articles of this lease.

In addition to the Recreational Unit referred to herein, the Lessee has constructed on the lands comprising Ocean Club, a condominium, a building and other improvements containing 207 residential apartment units, which land, building and improvements have, immediately prior to the conveyance of the Recreational Unit to the Lessor, and prior to the recording of this lease, been dedicated and submitted to the condominium form of ownership under the Condominium Act, Chapter 63-65, Laws of Florida, 1963, as amended and title to all 207 of the individual condominium apartment units with all appurtenances thereto, has vested in the Lessee as of the execution of this lease and none of said apartment units have been conveyed to any third person at this time.

The land, building and improvements constructed thereon which are known as Ocean Club, a condominium, are for the use and benefit of the owners of the individual condominium apartments hereinabove described except for the use of the Recreational Unit, the use of which is conditioned upon the terms and conditions of this lease. The Lessee herein as the owner of all of said apartment units will ultimately convey the same to third persons for their individual use and shall assign the undivided interest set forth in this lease to the purchasers of the apartment to which this lease relates. Further, it is contemplated that the Recreational Facilities which are located in and upon Ocean Club Condominium and which are covered by this lease shall be for the use and benefit of the owner or owners of condominium apartment units, and also for the use and benefit of fifty (50) non-resident memberships which may be granted at the sole discretion of the Board of Governors of the Condominium Association for which each non-resident member shall pay dues to be established by the Board of Governors, which dues shall belong to the condominium association.

It is, therefore, agreed between the Lessor and the Lessee that the

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payment of rentals and other charges imposed upon the Lessee or its assigns by the terms of this lease, as well as the performance of all other terms and conditions of this lease shall be further secured by a lien in favor of the Lessor against each and every condominium apartment unit in Ocean Club Condominium, together with the undivided interest assigned to said apartment in the common elements and common surplus of said condominium as set forth in the Declaration of Condominium. Said lien shall be perfected against the aforesaid condominium parcel (apartment unit) when a notice claiming said lien has been recorded by the Lessor or its assigns, in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days and which lien shall be effective as against the owner of said condominium parcel (apartment unit). Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever except the lien of any institutional first mortgage of an individual condominium apartment unit. An institutional first mortgage lien is hereby defined as any such mortgage held by a bank, savings and loan association, pension trust, or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the Lessor herein against said condominium apartment units and appurtenances thereto. Should the holder of any institutional mortgage lien acquire by foreclosure or by deed in lieu of foreclosure the title to said condominium apartment unit, the rentals due and accruing for the use of the recreational facilities provided for under this lease shall abate during the period of ownership by the holder of said institutional mortgage. During the period of ownership of said apartment unit by the holder of said institutional mortgage, the lien granted the Lessor shall be inferior and subordinate to the title of said institutional mortgagee, and may not be foreclosed against said institutional mortgagee, provided, however, that upon transfer of said title by said lending institution to any third party, or to Atlantic Ocean Club Condominium Apartments Inc., said rentals shall be reinstated at their full amount, and shall be due and payable by the owner of said condominium apartment unit to the Lessor

REC-4513 PA 609

herein provided, however, that said transferee shall not be liable for any rentals due the Lessor prior to the date of said transfer.

The lien herein created by the Lessee as the owner of all of the individual condominium apartment units and appurtenances thereto in Ocean Club Condominium shall be enforceable by the Lessor against the individual condominium apartment and appurtenances thereto in Ocean Club, a condominium, in the same manner as mortgages are foreclosed in the State of Florida, and the Lessor herein shall be entitled to the enforcement in said proceedings of any sums due under this lease, plus interest thereon, as provided in this lease together with any costs incurred by them and a reasonable attorney's fee for enforcing said lien. The remedy herein granted to the Lessor shall not be exclusive of any other remedy elsewhere provided in this lease.

26. LIABILITY: The liability of an apartment unit owner for the payment of rental shall terminate and be released upon the sale of his apartment unit by the owner, provided that said apartment unit owner is current in payment and performance of his obligations under the lease at the time the sale is consummated, and, provided that the new purchaser has executed an assumption of this lease appurtenant to the subject apartment unit.

27. NOTICES: All notices required by law and this lease to be given by one party to the other shall be in writing and the same may be served as follows:

a. By Mail. The parties have at the foot hereof affixed their specific addresses. Said notices shall be mailed to the party at their address, or at such other address as the party may by notice in writing designate to the other.

b. By personal delivery to the party, or to the Lessee's agent in charge of the leased premises.

28. GENDER: It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include

REC-1513 MAR 810

all genders; and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

29. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this lease shall be binding upon and shall inure to the benefit of the Lessor and their heirs and assigns, and the Lessee and its respective successors and assigns, and all persons claiming by, through and under the Lessor and the Lessee, and the same shall be construed as covenants running with the land during the term of this lease.

30. DESIGNATION OF AGENT: The Lessee herein irrevocably designates Atlantic Ocean Club Condominium Apartments, Inc., a non-profit corporation, as its agent for the purpose of performing on behalf of the Lessee herein, and all other Lessees, the terms and conditions provided for in this lease.

It is agreed and understood that the Lessee herein, and each and every other Lessee, shall be obligated to pay the monthly rental called for under this lease, together with its undivided share of all of the costs, expenses, maintenance, insurance, taxes, etc. which will be incurred in connection with the operation, maintenance and use of the Recreational Unit referred to in this lease. The Lessee, and each and every other Lessee, shall make said payments to Atlantic Ocean Club Condominium Apartments, Inc., as the agent, which corporation shall, in turn, pay the rental required under this lease and shall pay all of the other costs required under this lease for the Lessee herein, and all other Lessees. Atlantic Ocean Club Condominium Apartments, Inc. shall only be responsible for making said payments when the monies required to pay said rentals and costs and expenses have been received from the Lessee herein. Atlantic Ocean Club Condominium Apartments, Inc. shall make the payment on all said rental costs and expenses from all of the Lessees who have, in fact, paid the rentals or share of their expenses to Atlantic Ocean Club Condominium Apartments, Inc.

This agency herein created shall be binding upon the assigns or assignees of the Lessee herein.

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

WITNESSES

CEDAR LANE DEVELOPERS, INC.

W. Ethel F. McPherson
Sharon S. Porter

By J. Zutis
Attest [Signature]
LESSOR

(Corporate Seal)

FORTY-TWENTY, INC.

W. Ethel F. McPherson
Sharon S. Porter

By J. Zutis
Attest [Signature]
LESSEE

(corporate seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

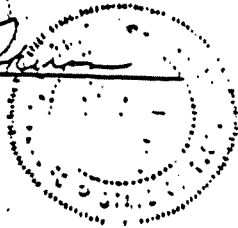
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared A. Zutis and Olgerts A. Bodnieks, as Vice President and Secretary, respectively of CEDAR LANE DEVELOPERS, INC., a Florida corporation, to me well known as the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, this 1st day of April, 19 71.

W. Ethel F. McPherson
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LAW
MY COMMISSION EXPIRES OCT. 9, 1974
BONDED THROUGH FRED W. DISTELBAND



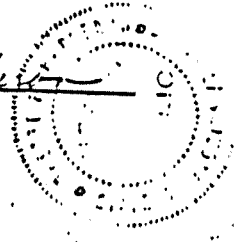
RE 4513 REG 12

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared A. Zutis and Olgerts A. Bodnleks, as Vice President and Secretary, of FORTY-TWENTY, INC., a Florida corporation, to me well known as the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, this 1st day of April, 19 71.

W. E. F. McPherson
NOTARY PUBLIC



My Commission Expires:

NOTARY IN THE STATE OF FLORIDA
MY COMMISSION EXPIRES OCT. 9, 1971
BONDED THROUGH GULF W. OVERSEAS

RE4513 04613

SCHEDULE "A"

LEASE AMOUNTS ON RECREATION AND HEALTH UNIT

	<u>Per Mo.</u>	<u>Per Yr.</u>
<u>ENTRANCE LEVEL</u>		
Apartment No. 1	28.44	341.28
Apartment No. 3	26.76	321.12
Apartment No. 4	33.47	401.64
Apartment No. 6	20.07	240.84
		<u>1,304.88</u>
<u>MEZZANINE LEVEL</u>		
Apartment No. 101	33.47	401.64
Apartment No. 102	33.47	401.64
Apartment No. 103	33.47	401.64
Apartment No. 104	26.76	321.12
Apartment No. 105	30.12	361.44
Apartment No. 106	26.76	321.12
Apartment No. 107	30.12	361.44
Apartment No. 109	33.47	401.64
Apartment No. 110	26.76	321.12
Apartment No. 111	33.47	401.64
Apartment No. 112	40.16	481.92
		<u>4,176.36</u>
<u>FLOORS 2nd THROUGH 12th AND 14th THROUGH 18th INCLUSIVE (16 FLOORS)</u>		
Apartments with numbers ending in digit No. 1	33.47	401.64
Apartments with numbers ending in digit No. 2	33.47	401.64
Apartments with numbers ending in digit No. 3	33.47	401.64
Apartments with numbers ending in digit No. 4	33.47	401.64
Apartments with numbers ending in digit No. 5	30.12	361.44
Apartments with numbers ending in digit No. 6	33.47	401.64
Apartments with numbers ending in digit No. 7	30.12	361.44
Apartments with numbers ending in digit No. 8	33.47	401.64
Apartments with numbers ending in digit No. 9	33.47	401.64
Apartments with numbers ending in digit No. 10	26.76	321.12
Apartments with numbers ending in digit No. 11	33.47	401.64
Apartments with numbers ending in digit No. 12	40.16	481.92
		<u>4,739.04 x 16 = 75,824.64</u>
TOTAL PER YEAR		<u><u>\$81,305.88</u></u>

REC-4513 n48

EXHIBIT A

PAGE 1

ANNEXED TO AND MADE A PART OF
DECLARATION
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY, 1970

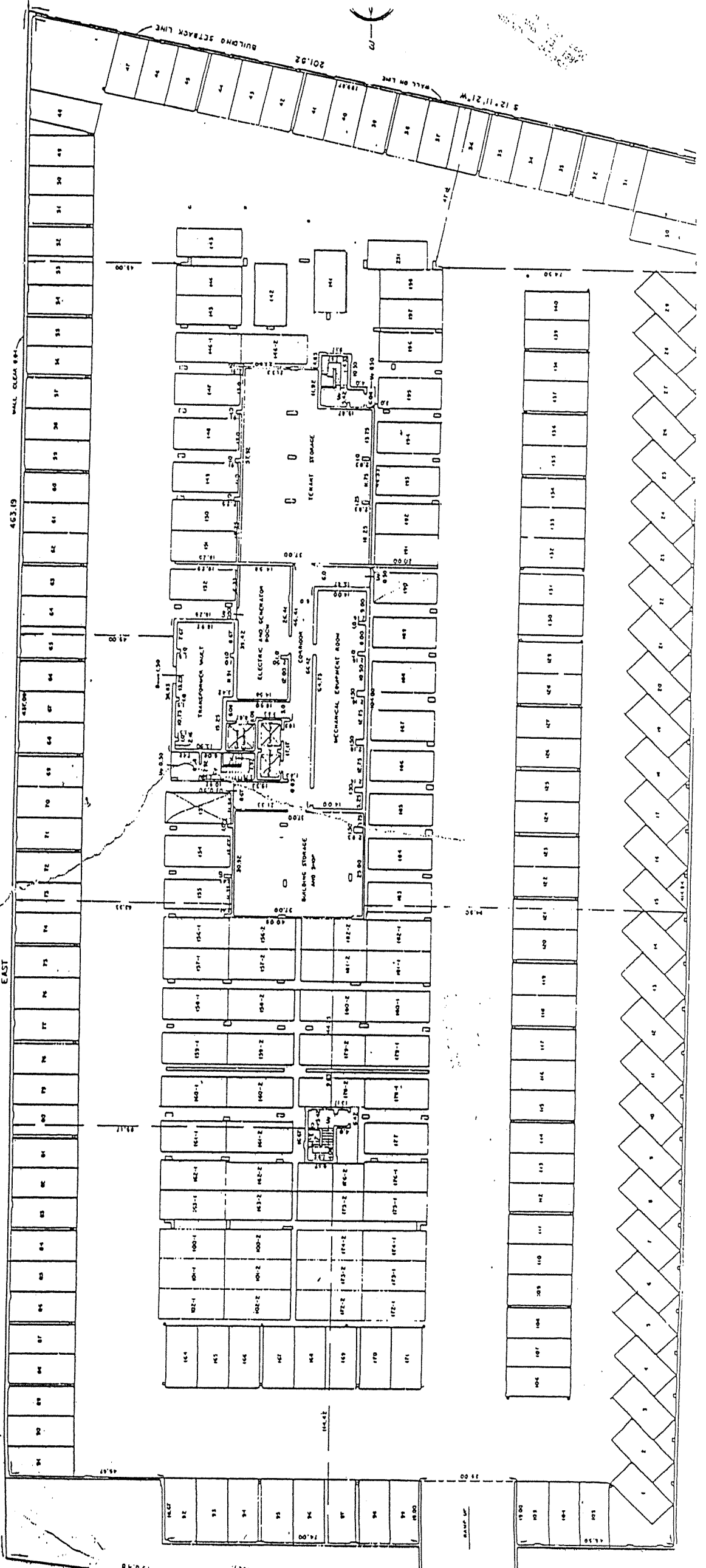
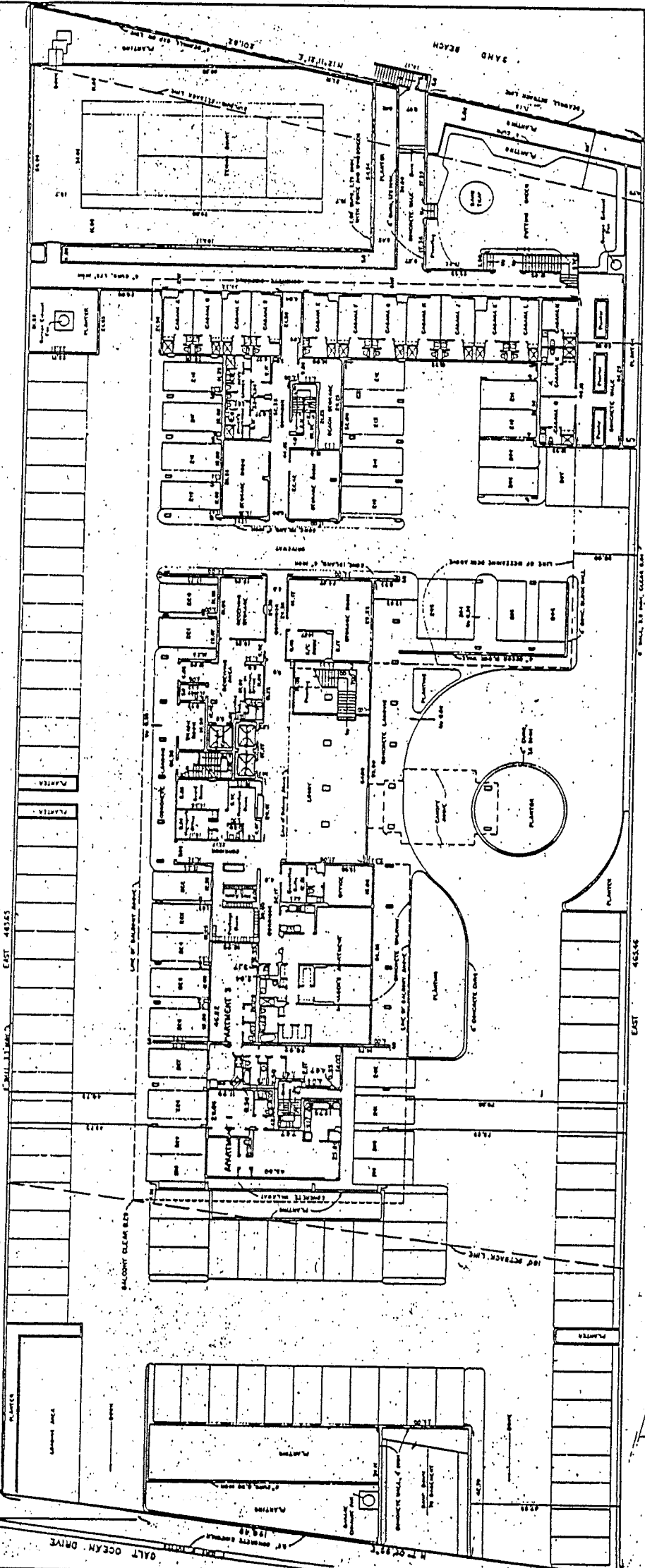
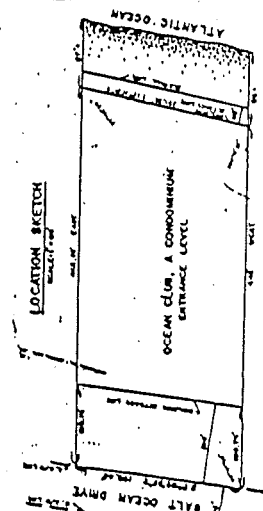


EXHIBIT A

PAGE 2
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 6th DAY OF AUGUST, 1970



LEGAL DESCRIPTION OF PROPERTY:
 Lot 18, Block 24, 44th OCEAN WALK, APT. CONDOMINIUM NO. 1, as provided in Plat Book
 451, Page 9, of the public records of Broward County, Florida.



DESCRIPTION OF GENERAL COMMON ELEMENTS:
 The land of the apartment building and included within the apartment units.
 All improvements and included within the apartment building.
 All easements and rights appurtenant to the building and included within the apartment units.
 The building and contents thereof, including all structural, mechanical, electrical, plumbing, heating, air conditioning, and other equipment and systems, including all fixtures, furniture, and equipment, and all other improvements and appurtenances, including all easements and rights appurtenant to the building and included within the apartment units.
 The building and contents thereof, including all structural, mechanical, electrical, plumbing, heating, air conditioning, and other equipment and systems, including all fixtures, furniture, and equipment, and all other improvements and appurtenances, including all easements and rights appurtenant to the building and included within the apartment units.
 The building and contents thereof, including all structural, mechanical, electrical, plumbing, heating, air conditioning, and other equipment and systems, including all fixtures, furniture, and equipment, and all other improvements and appurtenances, including all easements and rights appurtenant to the building and included within the apartment units.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
 Those numbered parking spaces as set forth in 1-7 and 8-3(5) of the Declaration of Condominium as set forth on Pages 1 and 2 of Exhibit A, together with those 14 Cabanas as shown on Page 2 of Exhibit A.

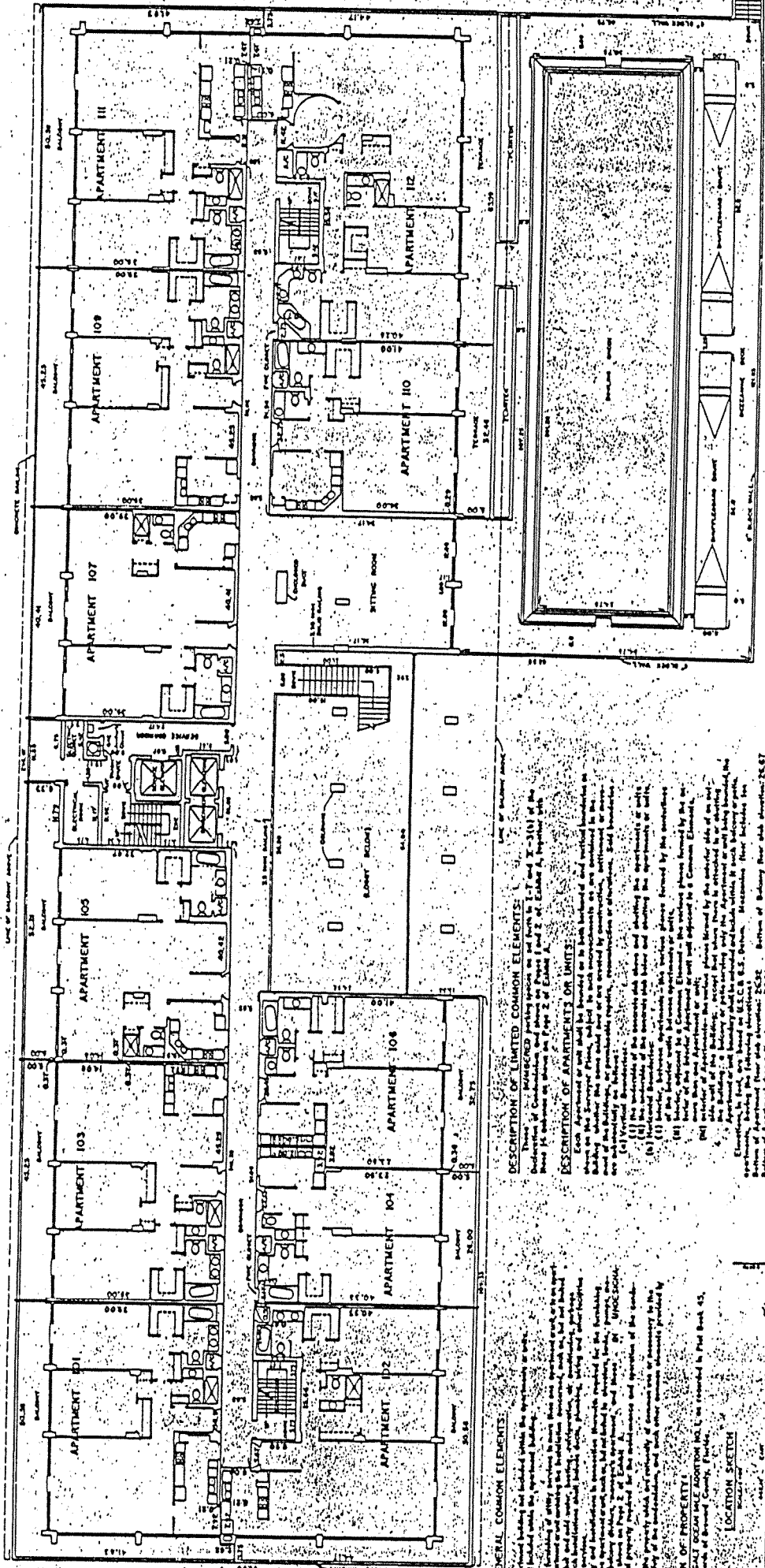
NOTES:
 Drawings shown herein are based on a survey of 187745257, and the Civil Rights of the City of Fort Lauderdale, and all other buildings shown herein are within the right-of-way of the City of Fort Lauderdale. All dimensions are measured from points and data supplied by Liberty Laboratory & Associates, Inc., and subject to their survey error tolerance of building and approximations. Commission No. 6, 804, and subject to their survey error tolerance of building and approximations.

SERIFICATION:
 This plan together with the working in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be no other interpretation of the same. This plan was prepared by the undersigned, a duly licensed and certified Professional Engineer, State of Florida, No. 68,450, dated August, 1970.
 MCLAUGHLIN ENGINEERS CO.
 Registered Engineer No. 1713
 Registered Land Surveyor No. 107
 State of Florida

OCEAN CLUB, A CONDOMINIUM	
ENTRANCE LEVEL	
402D 44th OCEAN DRIVE, FORT LAUDERDALE, FLORIDA	
FOR FORTY-TWENTY, INC.	
MCLAUGHLIN ENGINEERS CO. 400 N.E. THIRD AVENUE FORT LAUDERDALE, FLORIDA	
DRAWN BY: P.L.A.	CHECKED BY: R.C.B.
DATE: 8-8-70	SCALE: 1/4" = 1'-0"
JD. NO. 8-3888	C.G. NO. 44-21

EXHIBIT A

PAGE 3
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWO, INC.
 DATED 20th DAY OF FEBRUARY, 1970



DESCRIPTION OF GENERAL COMMON ELEMENTS:
 The term "General Common Elements" includes all parts of the building not included within the apartments or units. All parts of the building which are necessary for the proper functioning of the building, including, but not limited to, the structure, exterior walls, roof and floor slabs, foundation, exterior walls, and interior walls, are included in the General Common Elements. This includes, but is not limited to, the structural steel framework, exterior walls, roof and floor slabs, foundation, exterior walls, and interior walls, and all other parts of the building which are necessary for the proper functioning of the building.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
 The term "Limited Common Elements" includes all parts of the building which are necessary for the proper functioning of the building, but which are not included within the apartments or units. All parts of the building which are necessary for the proper functioning of the building, but which are not included within the apartments or units, are included in the Limited Common Elements. This includes, but is not limited to, the structural steel framework, exterior walls, roof and floor slabs, foundation, exterior walls, and interior walls, and all other parts of the building which are necessary for the proper functioning of the building.

DESCRIPTION OF APARTMENTS OR UNITS:
 Each Apartment or Unit shall be bounded by walls, doors, windows, and other structural elements which are shown on the floor plan, and which are necessary for the proper functioning of the building. Each Apartment or Unit shall be bounded by walls, doors, windows, and other structural elements which are shown on the floor plan, and which are necessary for the proper functioning of the building.

LEGAL DESCRIPTION OF PROPERTY:
 The property described in this Declaration is located in the County of Duval, State of Florida, and is bounded by the following description: ... (text partially obscured) ...

LOCATION SKETCH:
 A location sketch showing the building's position relative to the Atlantic Ocean and surrounding streets.

NOTES:
 Drawings shown herein are based on a survey of the building and its site by the Florida Engineering Co., Inc., dated 1/20/70, and are subject to the survey report. The building is located at 4050 SALT OCEAN DRIVE, PORT LAUDERDALE, FLORIDA. The building is owned by FORTY-TWO, INC. The building is a Condominium. The building is located in the County of Duval, State of Florida. The building is bounded by the following description: ... (text partially obscured) ...



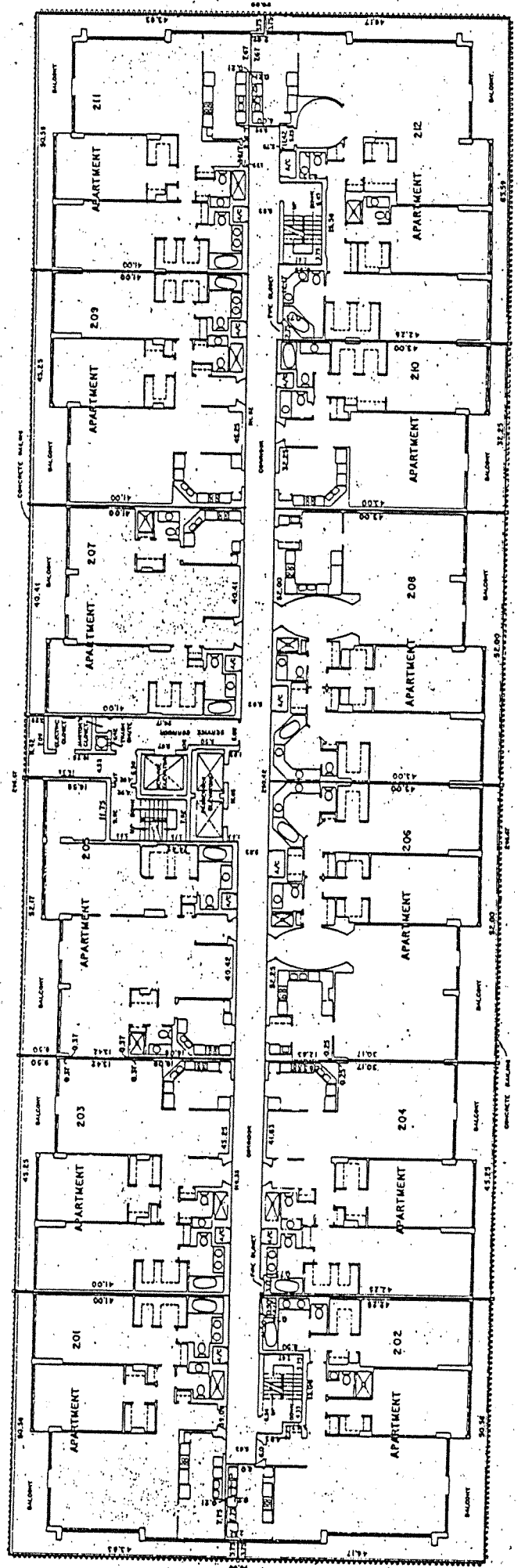
WILLIAM J. McLAUGHLIN
 No. 87
 State of Florida

OCEAN CLUB, A CONDOMINIUM
 MEZZANINE LEVEL
 4050 SALT OCEAN DRIVE, PORT LAUDERDALE, FLORIDA
 FOR
 FORTY-TWO, INC.
 McLAUGHLIN ENGINEERING CO.
 400 N.E. THIRD AVENUE
 PORT LAUDERDALE, FLORIDA

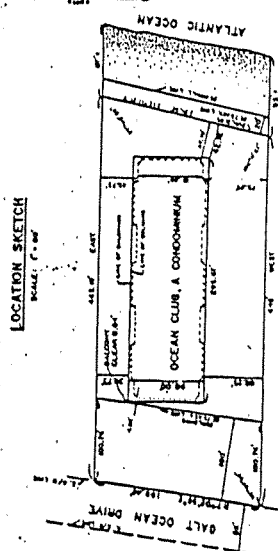
SCALE: 1/8" = 1'-0"	DATE: 1-20-70	SCALE: 1/8" = 1'-0"
DWG. NO. 8-2472		CL-100 44-51

EXHIBIT A

PAGE 4
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
Lot 10, Block 14, Ocean Mile Addition No. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.



LOCATION SKETCH
SCALE: 1" = 40'

DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land, all parts of the apartment building and included within the apartments or units. All improvements included within the apartment building. The building is to be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded on both horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such amendments as are contained in the Declaration. Each Apartment or unit shall be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building.

NOTES:
The floor plan shows the relative locations of the units and the common elements. The floor plan is to be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building. The building is to be used for the purpose of a multi-unit residential building.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

The limited common elements are those elements which are used exclusively for the use of a particular unit. The limited common elements are those elements which are used exclusively for the use of a particular unit. The limited common elements are those elements which are used exclusively for the use of a particular unit.

CERTIFICATION:

This plan together with the Declaration in the Declaration of Condominium, is a correct representation of the actual improvements described, and there are no other improvements or alterations to be made to the same elements and of such apartment or unit. CERTIFIED TO FORTY-TWENTY, INC., 447 of February, 1970.

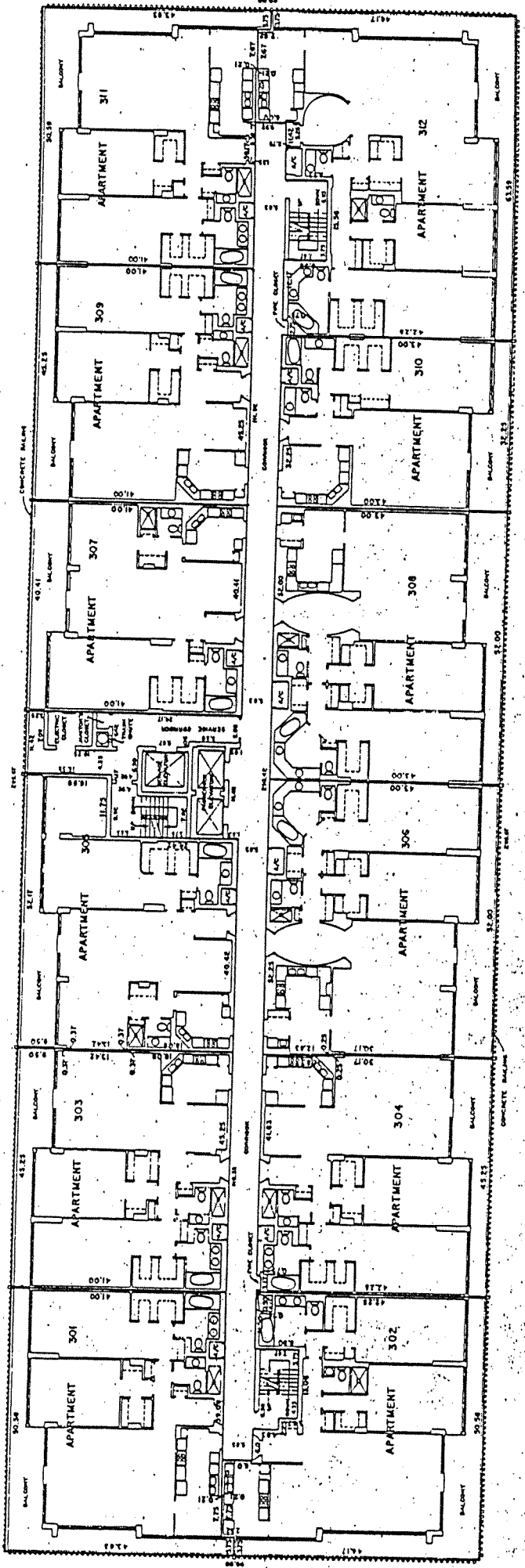


McLAUGHLIN ENGINEERING CO.
By: [Signature]
Registered Engineer No. 1713
Advanced Land Surveyor No. 187
State of Florida

OCEAN CLUB, A CONDOMINIUM SECOND FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
1700 N. W. 15th AVE. SUITE 100
FORT LAUDERDALE, FLORIDA
DRAWN BY: R.L.B. DATE: 2-10-70 SCALE: 1" = 40'
CHECKED BY: B.F.S. JOB NO. 4-1515 C.E. NO. 44-71

PAGE 5
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970

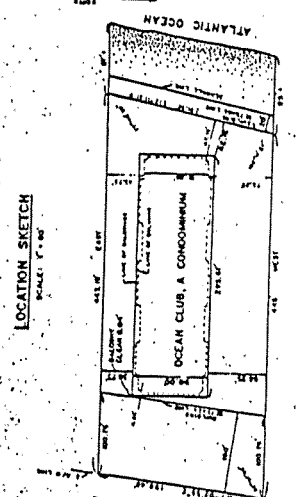


LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 3A, GALT OCEAN WILE ADJOINING NO. 1, as recorded in Plat Book 45, Page 2, of the Public Records of Brevard County, Florida.

DESCRIPTION OF GENERAL COMMON ELEMENTS:
The land, including the apartment building and included within the apartment or unit. All areas, including the parking areas, are shown on the floor plan.
Common areas include:
1. The building and the parking areas.
2. The building and the parking areas.
3. The building and the parking areas.
4. The building and the parking areas.
5. The building and the parking areas.

DESCRIPTION OF APARTMENTS OR UNITS:
Each Apartment or Unit shall be bounded on both horizontal and vertical boundaries, as shown on the floor plan, subject to such encroachments as are shown on the floor plan. The area of each Apartment or Unit shall be as shown on the floor plan and shall be subject to the following:
(1) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(2) The horizontal boundaries of the interior walls between the various rooms formed by the concrete slab floor, ceiling and side walls.
(3) The horizontal boundaries of the exterior walls of the building.
(4) The horizontal boundaries of the exterior walls of the building.
(5) The horizontal boundaries of the exterior walls of the building.
(6) The horizontal boundaries of the exterior walls of the building.
(7) The horizontal boundaries of the exterior walls of the building.
(8) The horizontal boundaries of the exterior walls of the building.

NOTES:
1. The floor plan shows areas not shown on a survey of 117°02'55"E on the upper right corner of the lot of Carl Oden Dink and all other buildings shown thereon.
2. The survey plan and elevations are completed from plans and data supplied by Johnson, Clemons & Associates, Architects, certified by the State of Florida as a Professional Engineer, and are subject to the act of the State of Florida.
3. Proposed room or partition dimensions shown there: 7'-0"



DESCRIPTION OF LIMITED COMMON ELEMENTS:
The numbered parking spaces are as follows: 1 and 2 of Exhibit A, together with those parking spaces as shown on Page 2 of Exhibit A.

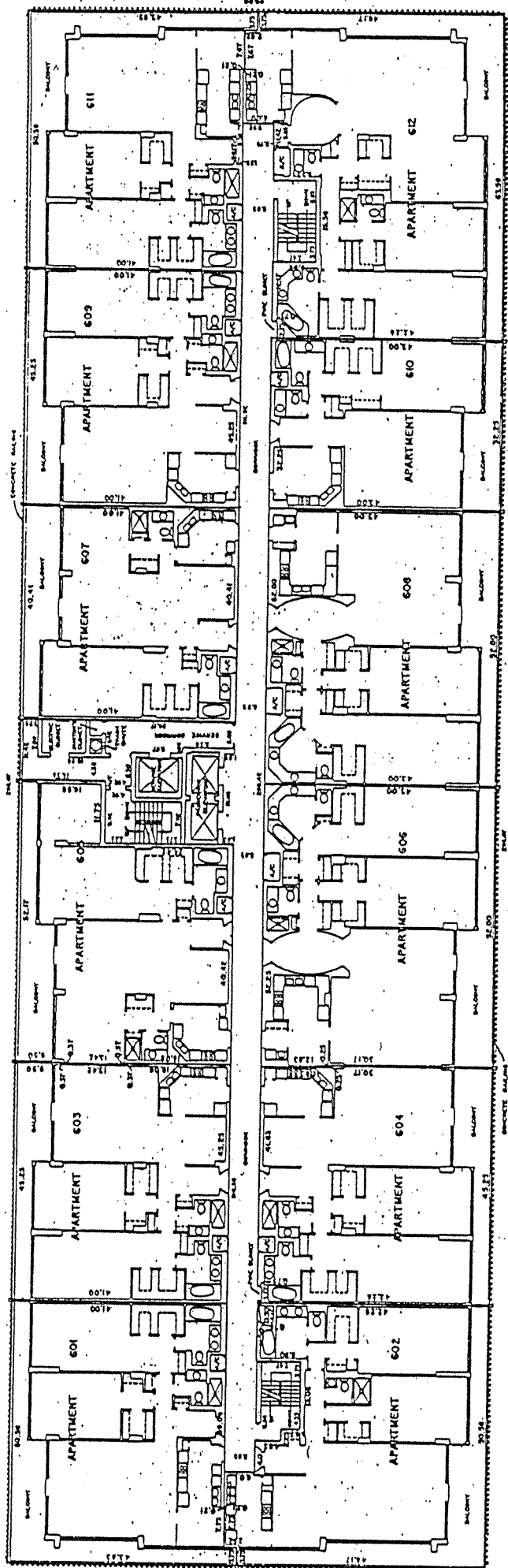
CERTIFICATION:
This plan together with the working drawings in the Declaration of Condominium, is a correct representation of the actual improvements described, and there are no other improvements, alterations or additions thereto. This Declaration of Condominium and this floor plan were prepared by the undersigned on the 20th day of February, 1970.
McLaughlin Engineering Co.
McLaughlin Engineering Co.
1713
State of Florida

OCEAN CLUB, A CONDOMINIUM
THIRD FLOOR PLAN
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
400 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN BY: P.L.B.	DATE: 2-20-70	SCALE: 1"=10'
CHECKED BY: R.F.E.	JO. NO. E-1928	GE. NO. 14-21

EXHIBIT A

PAGE 8
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970

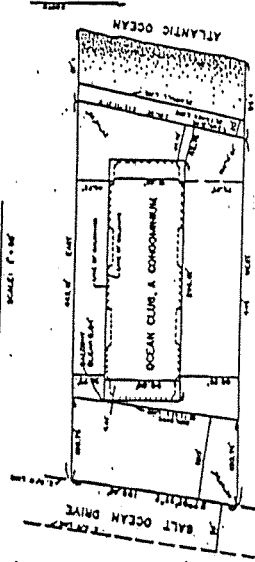


LEGAL DESCRIPTION OF PROPERTY:

Subsection 1, Block 45, Lot 1, of the public record of Subsection 1, Block 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH

SCALE: 1"=40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The floor, walls, ceiling, roof, and foundation of the building and included within the apartments or units. The common elements include the structural frame, exterior walls, roof, and foundation. The common elements also include the utility services for the building, including water, gas, and electricity. The common elements also include the structural frame, exterior walls, roof, and foundation. The common elements also include the utility services for the building, including water, gas, and electricity.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

These LIMITED COMMON ELEMENTS are set forth in 1.7 and 1.8(1) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those 14 elements set forth on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

- (1) Each apartment or unit shall be bounded on both horizontal and vertical boundaries by the exterior walls of the building, and shall include the interior walls, ceiling, floor, and roof of the building, and shall include the utility services for the apartment or unit.
- (2) The boundaries of the common elements, including the structural frame, exterior walls, roof, and foundation, shall be as shown on the plan.
- (3) The boundaries of the limited common elements shall be as shown on the plan.
- (4) The boundaries of the common elements shall be as shown on the plan.
- (5) The boundaries of the limited common elements shall be as shown on the plan.

CERTIFICATION:

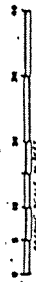
This plan together with the Declaration of Condominium, is a correct and true representation of the actual conditions of the property, and there are no other interests in the property, including any easements, rights, or claims, which are not shown on this plan, except as shown on Page 2 of Exhibit A.

McLAUGHLIN ENGINEERS CO.

91 S.W. 11th Street
Fort Lauderdale, Florida 33304
Professional Engineer No. 11713
Registered Land Surveyor No. 1617
State of Florida



NOTES:
Boundary shown herein are based on a bearing of N70°05'35"E on the East right-of-way line of Salt Ocean Drive and all other boundaries shown on this plan. There are no other boundaries shown on this plan. All dimensions are rounded from plans and field notes to the nearest foot. The boundaries of the common elements, including the structural frame, exterior walls, roof, and foundation, shall be as shown on the plan. The boundaries of the limited common elements shall be as shown on the plan. The boundaries of the common elements shall be as shown on the plan. The boundaries of the limited common elements shall be as shown on the plan.



OCEAN CLUB, A CONDOMINIUM

SIXTH FLOOR PLAN

4020 SALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

BY FORTY-TWENTY, INC.

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

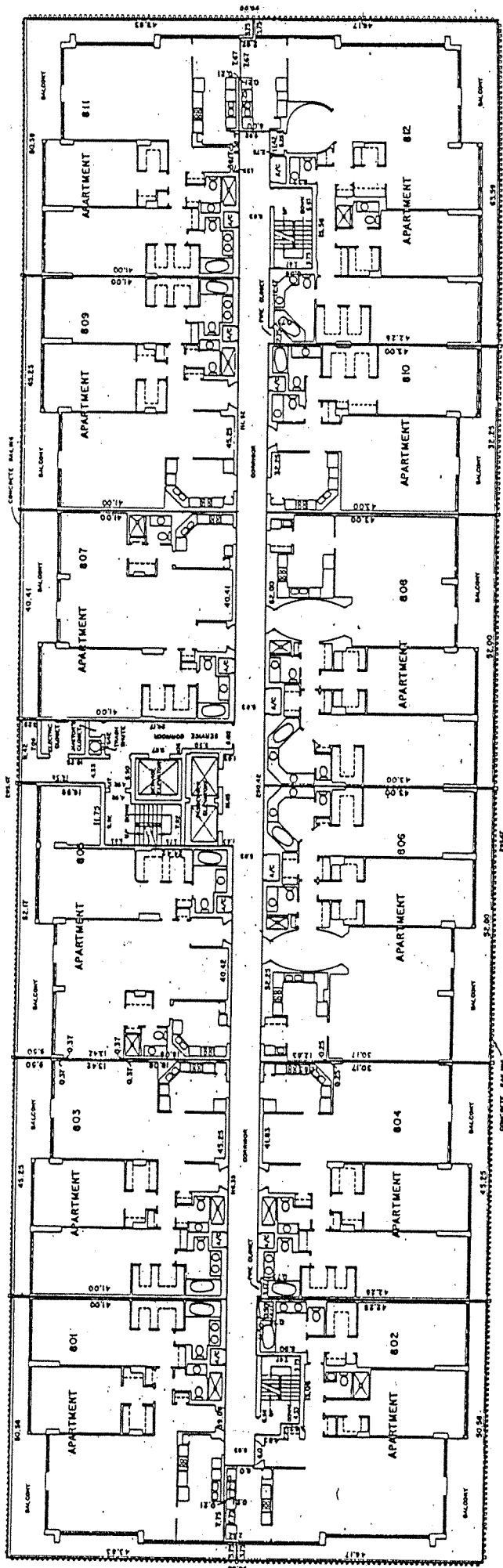
DATE: 2-20-70
J.D. RO. E-1938
SCALE: 1"=40'
C.E. RO. 41-71

EXHIBIT A

PAGE 10

ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY 1970



LEGAL DESCRIPTION OF PROPERTY:

Lot 18, Block 3A, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 65, Page 9, of the public records of Broward County, Florida.

DESCRIPTION OF GENERAL COMMON ELEMENTS:

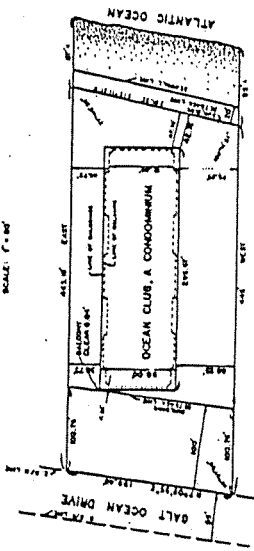
The land, including the apartment buildings, and included within the apartment or units. All improvements and included within the apartment building. Equipment used or intended for the furnishing of utility services to more than one apartment or unit, or to an apartment, including power, gas, hot and cold water, heating, cooling, plumbing, wiring and other facilities for the use of the building. The personal property and fixtures in connection therewith needed for the furnishing of services to more than one apartment or unit, including but not limited to elevators, stairs, ramps, and other facilities. The tangible personal property required for the maintenance and operation of the condominium, including but not limited to the furniture, fixtures, and equipment. All property, interests in the property, which are necessary for the maintenance, operation and safety of the condominium, and which other common elements provided by the Declaration.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded on both horizontal and vertical boundaries, as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration. The common areas shall be bounded on both horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration. The boundaries of the common areas shall be bounded on both horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration. The boundaries of the common areas shall be bounded on both horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration.

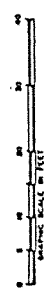
LOCATION SKETCH

SCALE: 1" = 80'



NOTES:

1. Dimensions shown herein are based on a reading of U.S.G.S. maps on the East right-of-way line of Galt Ocean Drive and all other boundaries shown herein are relative thereto.
2. The floor plan and elevations are completed from photogrammetric data. The floor plan and elevations are completed from photogrammetric data. The floor plan and elevations are completed from photogrammetric data. The floor plan and elevations are completed from photogrammetric data. The floor plan and elevations are completed from photogrammetric data.



OCEAN CLUB, A CONDOMINIUM
EIGHTH FLOOR PLAN
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
4020 GALT OCEAN DRIVE
FORT LAUDERDALE, FLORIDA

DESCRIPTION OF LIMITED COMMON ELEMENTS:

There are NO LIMITED COMMON ELEMENTS shown on this Plan. There are NO LIMITED COMMON ELEMENTS shown on this Plan. There are NO LIMITED COMMON ELEMENTS shown on this Plan. There are NO LIMITED COMMON ELEMENTS shown on this Plan. There are NO LIMITED COMMON ELEMENTS shown on this Plan.

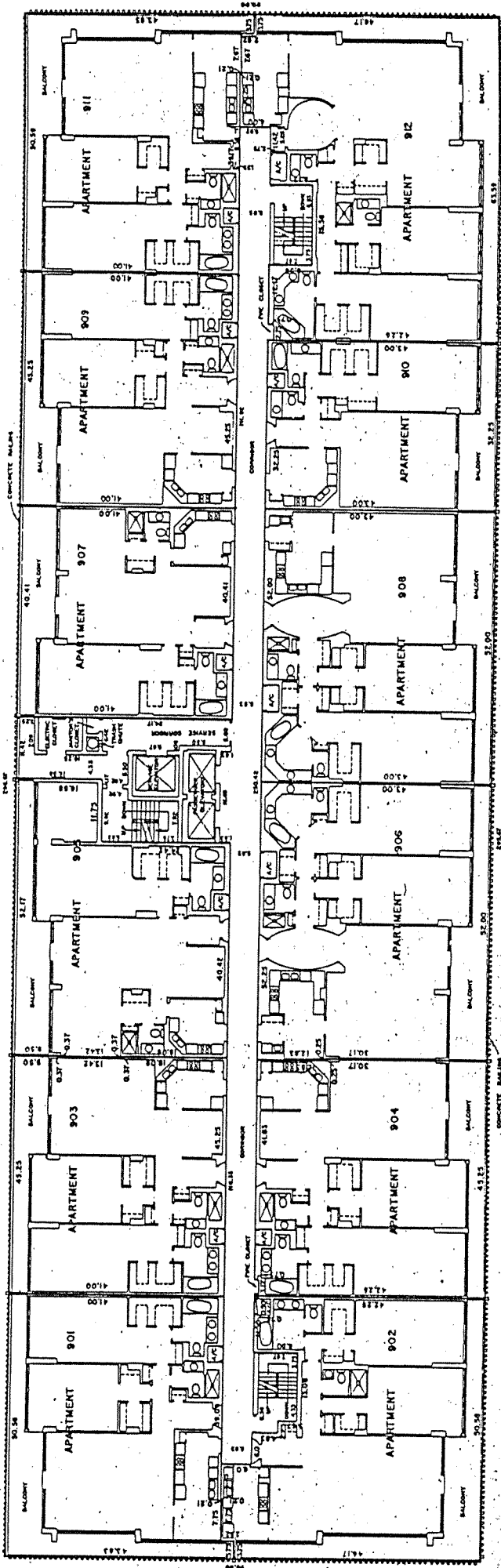


McLAUGHLIN ENGINEERING CO.
By *[Signature]*
Registered Engineer No. 1715
Professional Land Surveyor No. 167
State of Florida

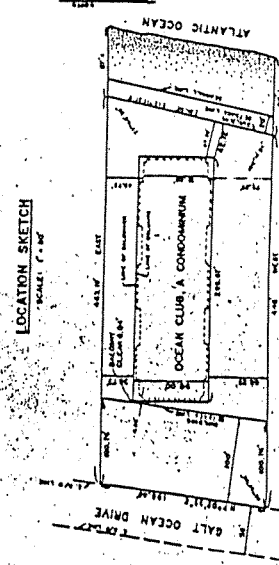
SCALE: 1" = 40'
DATE: 2-20-70
JOB NO. E-3884
C.E. NO. 44-21

EXHIBIT A

PAGE 11
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
Lot 16, Block 3, GALT OCEAN WALK ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the Public Records of Broward County, Florida.



DESCRIPTION OF GENERAL COMMON ELEMENTS:
The land.
All improvements and included within the apartment or units.
All improvements and included within the apartment building.
Provision for the furnishing of utility services to more than one apartment or unit in an apartment or unit other than the apartment or unit in which the utility services are provided, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage disposal, and other utility services.
The personal property and furnishings in connection therewith required for the furnishing of such utility services.
All other personal property required for the maintenance and operation of the condominium project.
All other portions of the property which are necessary or convenient to the enjoyment, use, and safety of the condominium, and such other common elements provided by statute.

DESCRIPTION OF APARTMENTS OR UNITS:
Each Apartment or unit shall be bounded on both horizontal and vertical boundaries by the exterior walls, subject to such encroachments as are contained in the Declaration of Condominium. The boundaries of each Apartment or unit are set forth as follows:
(1) The outside of the concrete slab above and abutting the apartments or units.
(2) The interior boundaries of the exterior walls between apartments or units.
(3) The interior walls between apartments or units.
(4) The exterior walls between apartments or units.
(5) The exterior walls of the building, subject to such encroachments as are contained in the Declaration of Condominium.
The boundaries of the balcony shall be bounded by the exterior walls of the balcony and the exterior walls of the building.
The boundaries of the common elements shall be bounded by the exterior walls of the building.
Bottom of Apartment lobby slab elevation: 107.42 Bottom of Balcony lobby slab elevation: 107.77

DESCRIPTION OF LIMITED COMMON ELEMENTS:
There shall be no limited common elements in this Condominium.
The boundaries of the limited common elements shall be as shown on Page 2 of Exhibit A.

CERTIFICATION:
This plan together with the wording in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be determined therefrom the boundaries of the limited common elements and of each apartment or unit.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

NOTES:
Elevations shown herein are based on a bench mark of 87.000'± on the East right-of-way line of Galt Ocean Drive and all other bearings shown herein are relative thereto.
Dimensions are given in feet and inches and are rounded to the nearest 1/8 inch.
The drawings were prepared by the Architectural Firm of Fort Lauderdale, Florida, known as Fort Lauderdale Architects, Inc., a Florida corporation, and are a part of the plans for the construction of the building and improvements thereon.
Approved on behalf of the Architect:
Prepared upon the partition drawings shown there: 8-77

OCEAN CLUB, A CONDOMINIUM
NINTH FLOOR PLAN
4020 SALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
MCLAUGHLIN ENGINEERING CO.
FORT LAUDERDALE, FLORIDA
DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1"=10'
CHECKED BY: S.T.R. J.R. NO. 61-3894 C.E. NO. 44-21

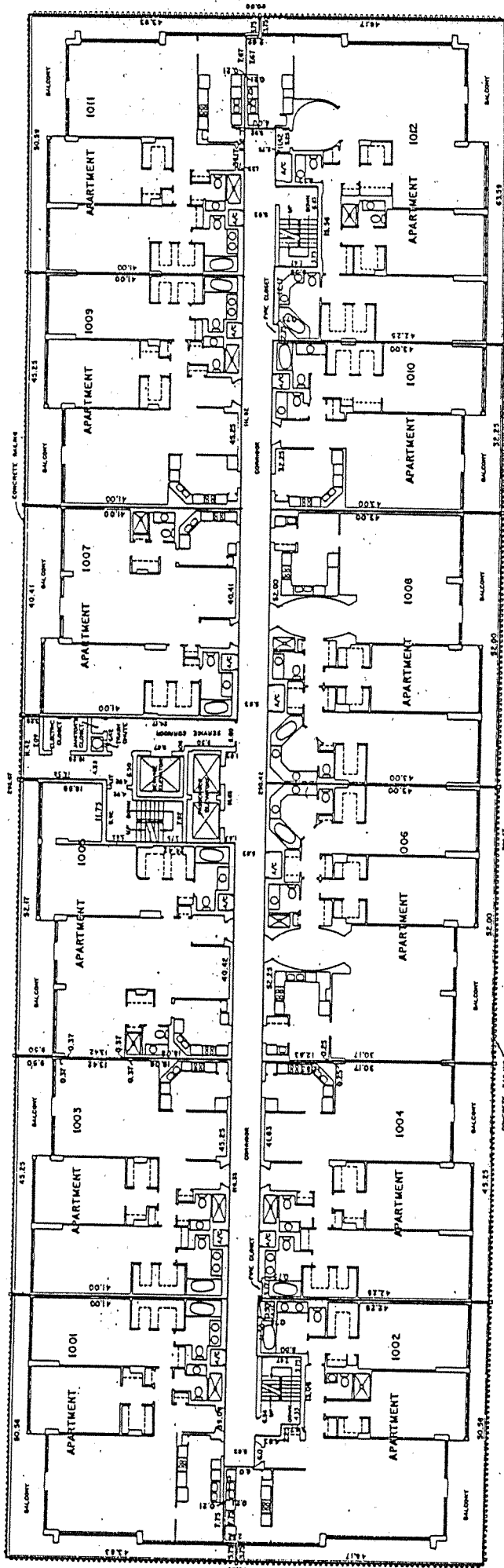
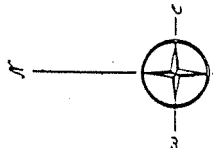


MCLAUGHLIN ENGINEERING CO.
REGISTERED ENGINEER
No. 1713
Professional Land Surveyor No. 167
State of Florida

EXHIBIT A

PAGE 12
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 34, Salt Ocean Mile Addition No. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

DESCRIPTION OF GENERAL COMMON ELEMENTS:
All parts of the apartment building not included within the apartments or units. All improvements not included within the apartment liability.

Consistent with the liabilities of utility companies there are no appliances such as electric power, gas, hot and cold water, heating, refrigeration, air conditioning, plumbing or other improvements included within the apartment liability. The personal property and furnishings included therein are for the temporary use of the apartment owner and are not included in the apartment liability. The specific personal property included for the maintenance and operation of the common areas is set forth in Article IV of the Declaration. All other portions of the property which are primarily of common use or necessary to the existence, upkeep and safety of the condominium, and such other common elements provided by the Declaration.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
None.

MAILED per the specification of the Declaration of Condominium, is a general representation of the actual improvements described, and there can be determined therefrom the location, location, dimensions and size of the common elements and of each apartment unit as shown on Page 2 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment shall be bounded on all sides by the boundaries shown on this Survey Plan, subject to such encroachments as are shown in the plan of the building in the same case as are caused by construction, settlement or otherwise, and shall be subject to the following:

- (1) Vertical boundaries;
- (2) Horizontal boundaries;
- (3) The boundaries of the concrete slab shown and abutting the apartments or units;
- (4) The boundaries of the concrete slab shown and abutting the apartments or units;
- (5) The boundaries of the concrete slab shown and abutting the apartments or units;
- (6) The boundaries of the concrete slab shown and abutting the apartments or units;
- (7) The boundaries of the concrete slab shown and abutting the apartments or units;
- (8) The boundaries of the concrete slab shown and abutting the apartments or units.

CERTIFICATION:

This plan together with the wording in the Declaration of Condominium, is a general representation of the actual improvements described, and there can be determined therefrom the location, location, dimensions and size of the common elements and of each apartment unit as shown on Page 2 of Exhibit A, dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By *William L. Laughtlin*
Professional Engineer
No. 1713
Advanced Land Surveyor No. 187
State of Florida



OCEAN CLUB, A CONDOMINIUM

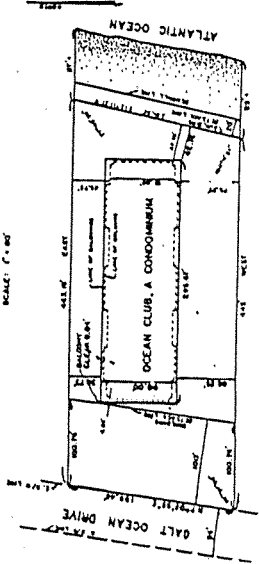
TENTH FLOOR PLAN

4020 SALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

PLANNED BY: R.L.B. DATE: 2-10-70 SCALE: 1"=10'
CHECKED BY: D.F.E. DATE: 2-10-70 SCALE: 1"=10'
J.O. NO. 4-3874 C.C. NO. 44-2-11



LOCATION SKETCH
SCALE: 1"=50'

NOTES:
The floor lines shown are based on a bearing of N73°25'17"E on the East side of the line of Salt Ocean Drive and all other bearings shown herein are relative thereto. These bearings, distances and elevations are compiled from plans and surveys on file in the office of the Surveyor General, State of Florida, Fort Lauderdale, Florida. The plan is subject to the provisions of the Ocean Club Condominium Act, Chapter 192, Florida Statutes, and subject to final survey upon completion of building and improvements. Proposed room or partition dimensions shown here: 5'0"=12'

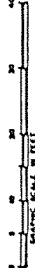
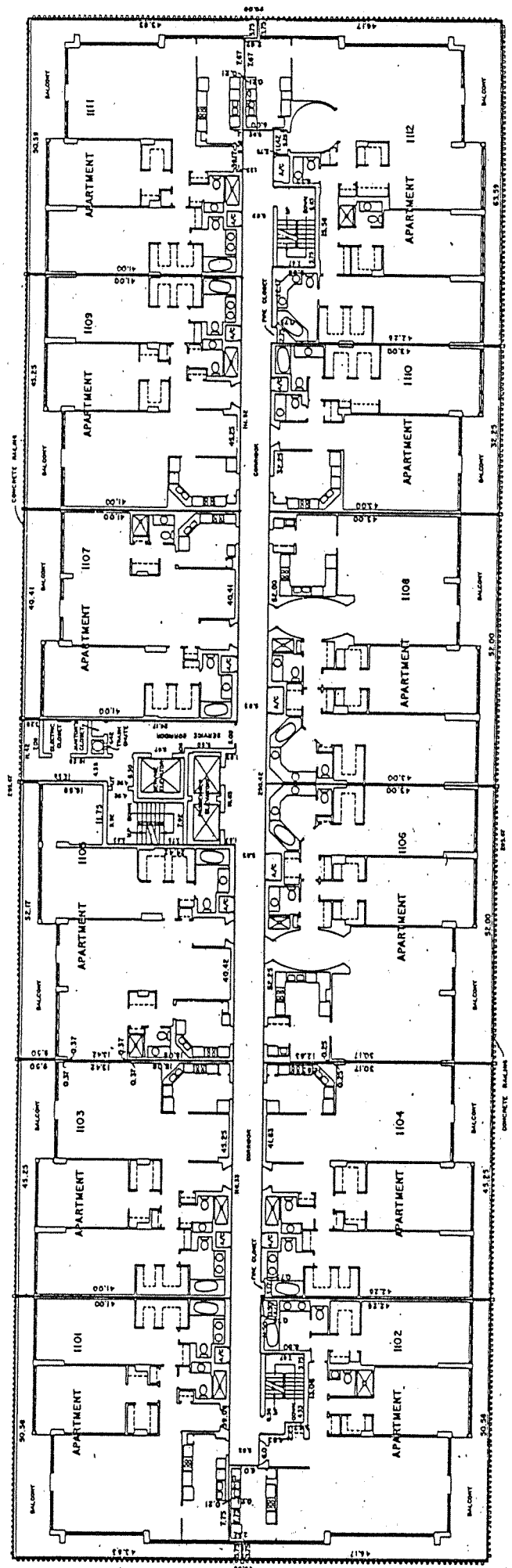


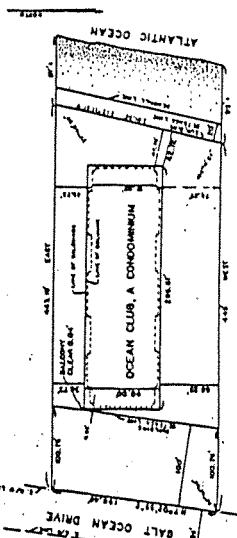
EXHIBIT A

PAGE 13
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
Lot 14, Block 3A, GALT OCEAN HILL ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:
All parts of the apartment building and included within the apartments or units.
All improvements not included within the apartment building.
Elevators, for the building of utility, including those from one apartment to another, and all other parts of the building, including but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage disposal, and other facilities.
The personal property and installations in connection therewith required for the furnishing of service to more than one apartment or unit, such as, but not limited to, elevators, fans, pumps, and other equipment.
The tangible personal property required for the maintenance and operation of the condominium, including but not limited to, furniture, fixtures, and other equipment.
All other portions of the property which are necessary or convenient for the use, enjoyment, safety and security of the condominium, and such other common elements provided by the State.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
Those numbered parking spaces as set forth in 1-7 and 3-3(1) of the Declaration, and the site of the common elements and of each apartment or unit, as shown on Page 2 of Exhibit A.

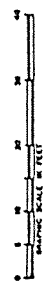
DESCRIPTION OF APARTMENTS OR UNITS:
Each Apartment or unit shall be bounded on all four horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration, and the area of each Apartment or unit shall be as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration, and the area of each Apartment or unit shall be as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration.

CERTIFICATION:
The Plan together with the writing in the Declaration of Condominium, is a correct representation of the actual improvements described, and there can be no distinction between the actual improvements and the improvements as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration, and the area of each Apartment or unit, as shown on Page 2 of Exhibit A, dated February, 1970.



McLaughlin Engineering Co.
1715
Allied Land Surveyors No. 187
State of Florida

NOTES:
Encroachments shown are based on a reading of N.T. 02537'E on the East right-of-way line of Galt Ocean Drive and all other bearings shown herein are relative thereto.
The area of each Apartment or unit shall be as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration, and the area of each Apartment or unit shall be as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration.

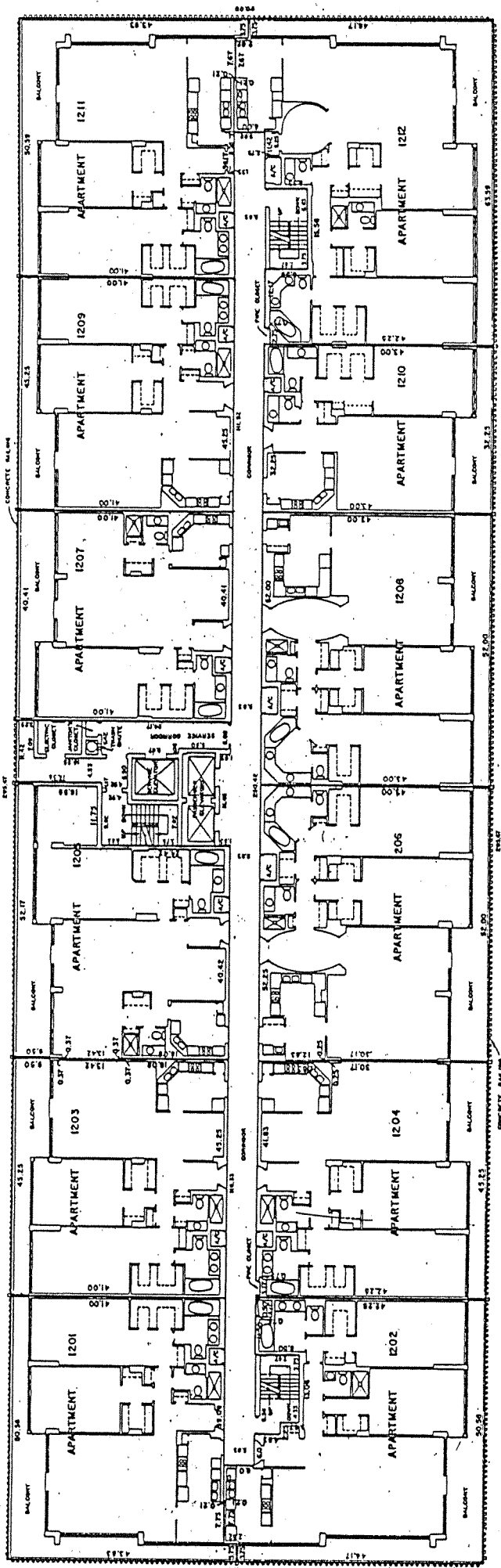


OCEAN CLUB, A CONDOMINIUM
ELEVENTH FLOOR PLAN
4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.

McLaughlin Engineering Co.
1715
Allied Land Surveyors No. 187
State of Florida
DATE: 2-20-70
J.O. NO. 8-3354
SCALE: 1" = 40'
C.E. NO. 41-21

EXHIBIT A

PAGE 14
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 20th DAY OF FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
 Lot 16, Block 34, SALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 43, Page 9, of the public records of Broward County, Florida.

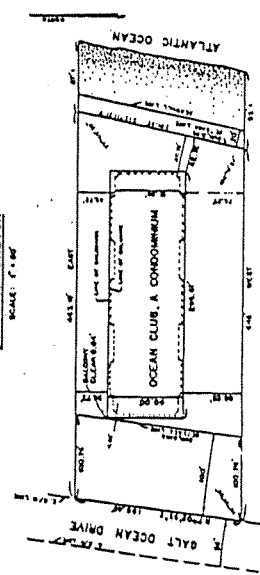
DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land, all parts of the apartment building and included within the apartment or unit. For all improvements and included within the apartment building. The building and all improvements thereon. The building and all improvements thereon. The building and all improvements thereon. The building and all improvements thereon. The building and all improvements thereon.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those LIMITED COMMON ELEMENTS shown on Plat 1174 and X-19(1) of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those LIMITED COMMON ELEMENTS shown on Page 2 of Exhibit A.

LOCATION SKETCH



DESCRIPTION OF APARTMENTS OR UNITS:

Each apartment is a separate and distinct unit. Each apartment is shown on the Surveyor's Plan, subject to such amendments as may be shown on the same as set forth or as created by construction, settlement or otherwise. Each apartment is shown on the Surveyor's Plan, subject to such amendments as may be shown on the same as set forth or as created by construction, settlement or otherwise. Each apartment is shown on the Surveyor's Plan, subject to such amendments as may be shown on the same as set forth or as created by construction, settlement or otherwise.

CERTIFICATION:

This Declaration of Condominium, together with the Declaration of Condominium, is a correct representation of the actual improvements to be owned in common and in severalty. The identity, location, dimensions and size of the common elements and of each apartment unit are shown on the Surveyor's Plan. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

By: *William J. McLaughlin*
 Registered Professional Engineer
 State of Florida



NOTES:
 Existing floor levels are based on a leveling of 1470-655.2. The floor levels shown on this plan are relative thereto. These levels, plans, and elevations are compiled from plans and surveys of the property. The floor levels are relative to the mean sea level. These levels, plans, and elevations are compiled from plans and surveys of the property. The floor levels are relative to the mean sea level. These levels, plans, and elevations are compiled from plans and surveys of the property. The floor levels are relative to the mean sea level.

OCEAN CLUB, A CONDOMINIUM

TWELFTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DATE: 2-20-70 SCALE: 1"=40'-0"

DRAWN BY: RLB
 CHECKED BY: DFE

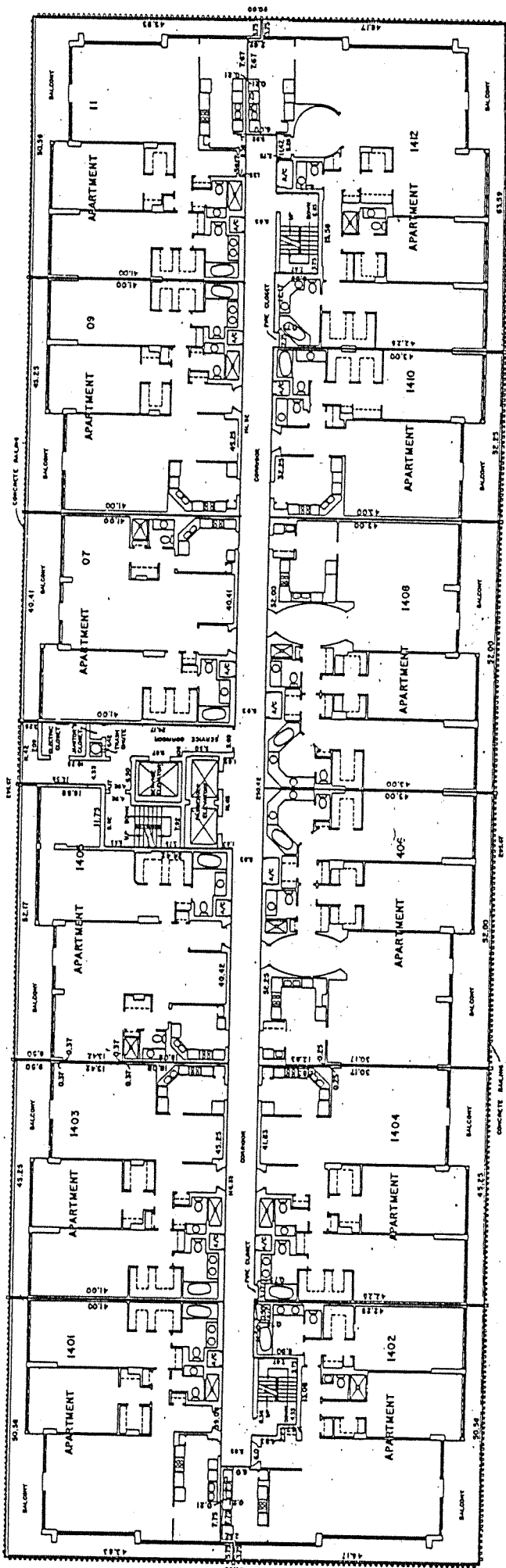
J.O. NO. 4-13554
 C.E. NO. 44-21

EXHIBIT A

PAGE 15

ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY, 1970



OCEAN CLUB, A CONDOMINIUM
FOURTEENTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DRAWN BY: A.L.S. DATE: 2-20-70 SCALE: 1"=0'
CHECKED BY: B.F.R. J.O. NO. 61-3998 C.E. NO. 41-7-21

NOTES:

Measurements shown are based on a reading of M.T. 0257E on the East right-of-way line of Galt Ocean Drive and all other boundaries shown are relative thereto. Dimensions are measured from above and taken by L. Johnson, L. Johnson & Associates, Architects, certified by the State Board of Professional Engineers, No. 6901, and subject to the Condominium Act, Chapter 718, Florida Statutes, and the proposed deed and boundary plat and subdivision map. Proposed room or partition dimensions shown must be 1/8" or more.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment Unit is shown with horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to any and all improvements in the Building, whether the same exist now or are created by construction or otherwise, and subject to any and all improvements, reconstruction or alterations. Said boundaries are subject to the following conditions:

- (a) Vertical Boundaries: (1) The underside of the concrete slab above and abutting the apartments or units.
- (b) Horizontal Boundaries: (1) Interior, between apartments - the vertical planes formed by the concrete walls, ceiling, floor, and ceiling of the concrete slab below and abutting the apartments or units.
- (2) Exterior, between apartments or units - the vertical planes formed by the exterior wall of the building or other structure forming the exterior side of an apartment or unit.

The boundaries of the building or other structure forming the exterior side of an apartment or unit, in front, are based on U.S.C.B. 1-1-1. Fourteenth floor includes: (a) Apartment 1401 through 1412; (b) Bottom of Balcony floor slab elevation: 133.17 Bottom of Apartment floor slab elevation: 142.00 Bottom of Balcony ceiling slab elevation: 141.83

DESCRIPTION OF GENERAL COMMON ELEMENTS:

All areas of the apartment building not included within the apartments or units. All improvements not included within the apartment building.

Essentials. For the furnishing of utility services to more than one apartment or unit, or to an apartment or unit, the following are included: electric, gas, hot and cold water, heating, ventilation, air conditioning, and other services. The personal property and improvements included for the furnishing of services to more than one apartment or unit, such as, but not limited to, elevators, escalators, stairs, ramps, lobbies, and other common areas, and other improvements, and these: (1) UNDERGROUND parking spaces, including their appurtenant improvements, and (2) other portions of the property which are necessary for the maintenance and operation of the common areas, and safety of the condominium, and such other common elements provided by the Declaration.

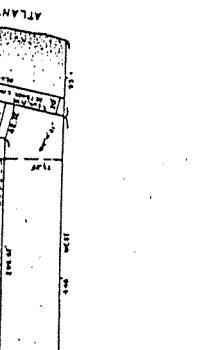
DESCRIPTION OF LIMITED COMMON ELEMENTS:

Those numbered parking spaces as set forth in 1-7 and 2-7 of Exhibit A, together with those 14 common areas shown on Page 2 of Exhibit A.

LEGAL DESCRIPTION OF PROPERTY:

Lot B, Block 34, GALT OCEAN WALK, ADDITION NO. 1, as recorded in Plat Book 45, Page 2, of the public records of Broward County, Florida.

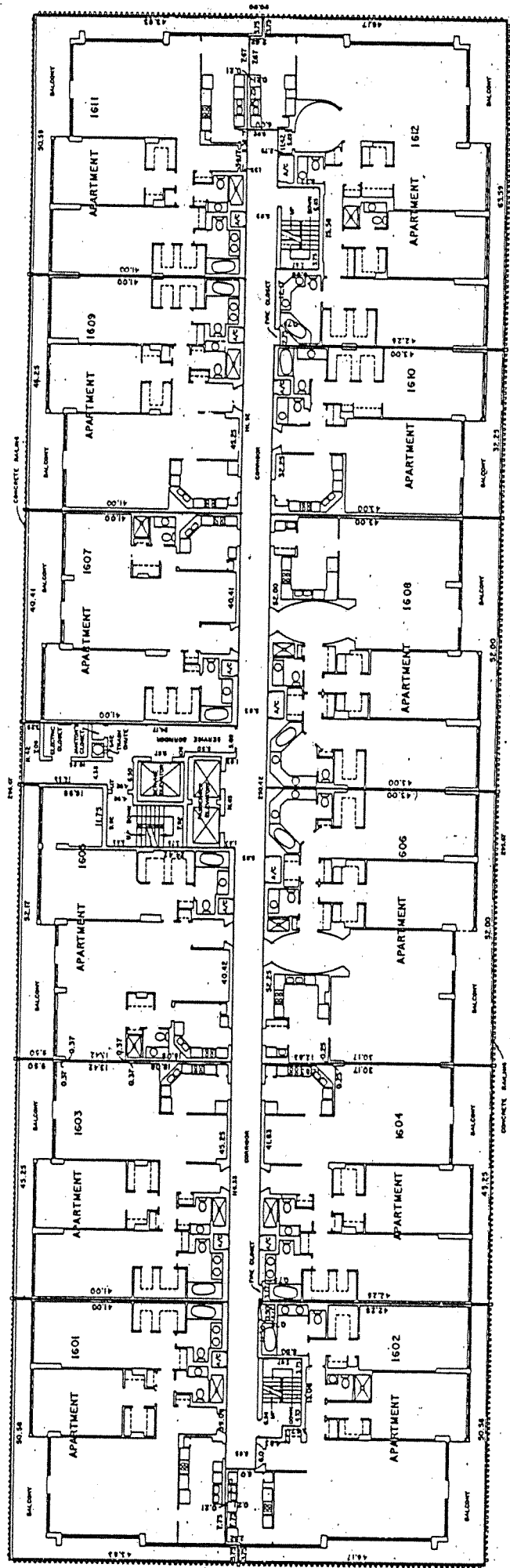
LOCATION SKETCH



McLAUGHLIN ENGINEERING CO.
By: *A. L. S.*
Arthur L. S. Johnson, No. 6901
Professional Engineer
State of Florida

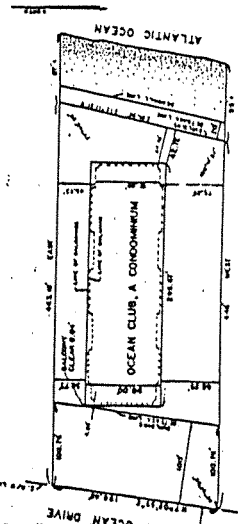
EXHIBIT A

PAGE 17
 ANNEXED TO AND MADE A PART OF
 "DECLARATION"
 BY FORTY-TWENTY, INC.
 DATED 29th FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
 Lot 16, Block 3, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 43, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
 SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The floor plan shows the building and includes within the apartments or units. All improvements and included within the apartment building. The building includes the following: plumbing, heating, cooling, electrical, gas, and all other services for the furnishing of utility services to each of the units. The present property and boundaries in connection therewith required for the furnishing of such services are shown on Page 2 of Exhibit A. UNDESIGNATED areas shown on Page 2 of Exhibit A, and those areas shown on Page 2 of Exhibit A, which are common to the building and which are necessary to the enjoyment, use and safety of the condominium, and such other common elements provided by the Declaration.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

Each apartment unit shall be bounded on both horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration. All improvements and included within the apartment building. The building includes the following: plumbing, heating, cooling, electrical, gas, and all other services for the furnishing of utility services to each of the units. The present property and boundaries in connection therewith required for the furnishing of such services are shown on Page 2 of Exhibit A. UNDESIGNATED areas shown on Page 2 of Exhibit A, and those areas shown on Page 2 of Exhibit A, which are common to the building and which are necessary to the enjoyment, use and safety of the condominium, and such other common elements provided by the Declaration.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or unit shall be bounded on both horizontal and vertical boundaries as shown on the Surveyor's Plan, subject to such encroachments as are contained in the Declaration. All improvements and included within the apartment building. The building includes the following: plumbing, heating, cooling, electrical, gas, and all other services for the furnishing of utility services to each of the units. The present property and boundaries in connection therewith required for the furnishing of such services are shown on Page 2 of Exhibit A. UNDESIGNATED areas shown on Page 2 of Exhibit A, and those areas shown on Page 2 of Exhibit A, which are common to the building and which are necessary to the enjoyment, use and safety of the condominium, and such other common elements provided by the Declaration.

CERTIFICATION:

This Plan together with the Declaration of Condominium, is a correct representation of the actual improvements described, and there are no encroachments, easements or interests in the property, and the same have been determined in accordance with the Declaration of Condominium and the Declaration of Unit Owners. DATED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

Registered Engineer No. 1713
 Registered Land Surveyor No. 187
 State of Florida



NOTES:
 The floor plan hereon was prepared on a bearing of N 70° 55' E on the East 1/2 section of Section 17, T. 21 S., R. 12 E., S. 10. These bearings are relative to the meridian. All dimensions are horizontal distances. The floor plan hereon was prepared from plans and elevations as shown on the Surveyor's Plan. The Surveyor's Plan is a true and correct copy of the Surveyor's Plan. The Surveyor's Plan is filed in the public records of Broward County, Florida, under the name of Ocean Club Condominium Apartments, Declaration No. 2004, and the subject is the Condominium Declaration No. 2004, and the Declaration of Unit Owners. The floor plan hereon is prepared from the Surveyor's Plan and the Declaration of Unit Owners. The floor plan hereon is prepared from the Surveyor's Plan and the Declaration of Unit Owners.



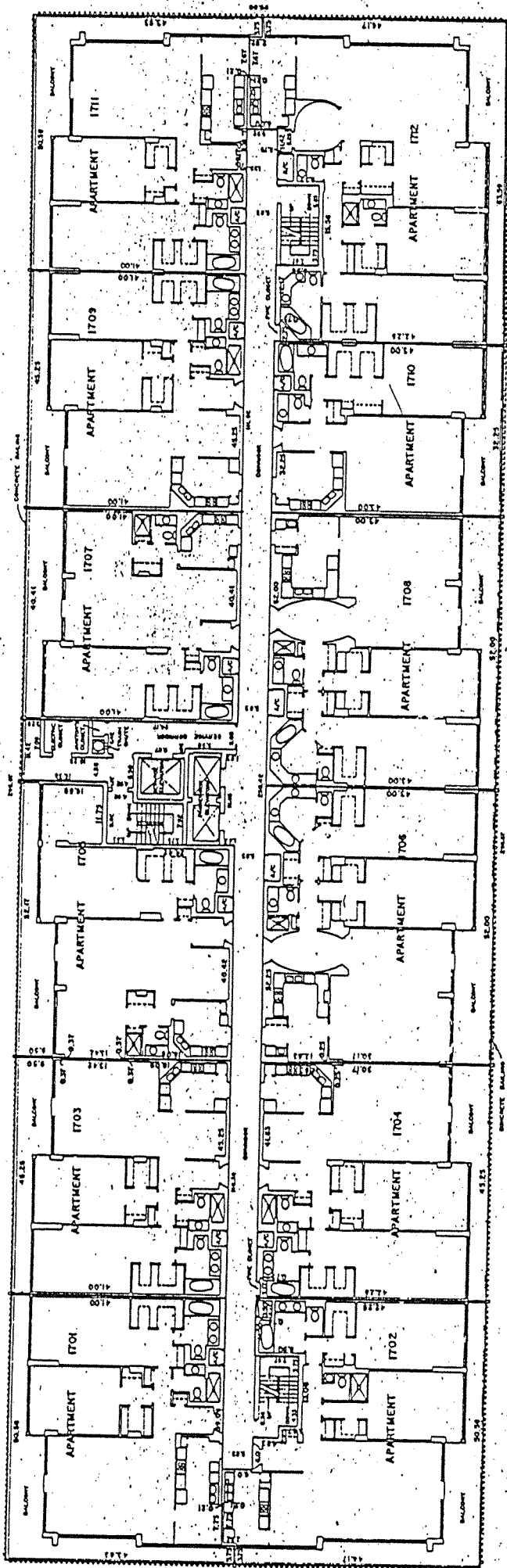
OCEAN CLUB, A CONDOMINIUM SIXTEENTH FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
 FOR
FORTY-TWENTY, INC.
 McLAUGHLIN ENGINEERING CO.
 400 N.E. THIRD AVENUE
 FORT LAUDERDALE, FLORIDA

DRAWN BY: R.L.B. DATE: 8-20-70 SCALE: 1" = 40'
 CHECKED BY: B.C.H. J.O. NO. 8-2388 C.E. NO. 141-21

EXHIBIT A

PAGE 18
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 2:00 PM DAY OF FEBRUARY, 1970



LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 34, Subdivision No. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

DESCRIPTION OF GENERAL COMMON ELEMENTS:
The floor, ceiling, walls, and partitions of the building and included within the apartments or units. The improvements included within the apartment building. The building structure, including the foundation, walls, roof, and floor joists, and all other parts of the building which are necessary for the proper use and enjoyment of the property. The improvements which are necessary for the proper use and enjoyment of the property, including the plumbing, heating, and electrical systems, and all other improvements which are necessary for the proper use and enjoyment of the property.

DESCRIPTION OF APARTMENTS OR UNITS:
Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium. The improvements included within the apartment or unit shall be as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium. The improvements included within the apartment or unit shall be as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
There are no limited common elements shown on this floor plan. The improvements included within the apartment or unit shall be as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium.

NOTES:
1. The floor plan shows the location of the building as shown on the plat book 45, page 9, of the public records of Broward County, Florida. The floor plan shows the location of the building as shown on the plat book 45, page 9, of the public records of Broward County, Florida.

DESCRIPTION OF APARTMENTS OR UNITS:
Each Apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium. The improvements included within the apartment or unit shall be as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
There are no limited common elements shown on this floor plan. The improvements included within the apartment or unit shall be as shown on the floor plan, subject to such amendments as are contained in the Declaration of Condominium.

LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 34, Subdivision No. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

OCEAN CLUB, A CONDOMINIUM
SEVENTEENTH FLOOR PLAN
4000 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA
FOR
FORTY-TWENTY, INC.
McLAUGHLIN ENGINEERING CO.
FORT LAUDERDALE, FLORIDA

CERTIFICATION:
This plan together with the Declaration of Condominium, is a correct representation of the actual improvements described, and there are no other improvements or common elements of such apartment or unit as shown on this floor plan. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.
McLAUGHLIN ENGINEERING CO.
By: *John J. McLaughlin*
Registered Professional Engineer
No. 1733
State of Florida

LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 34, Subdivision No. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

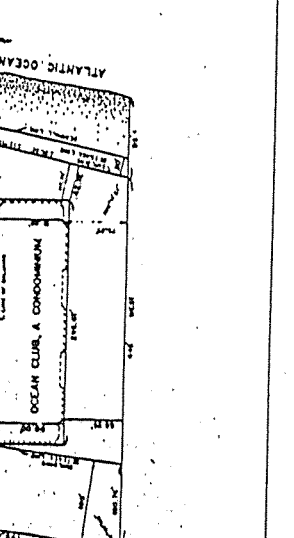
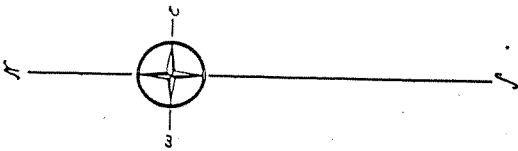
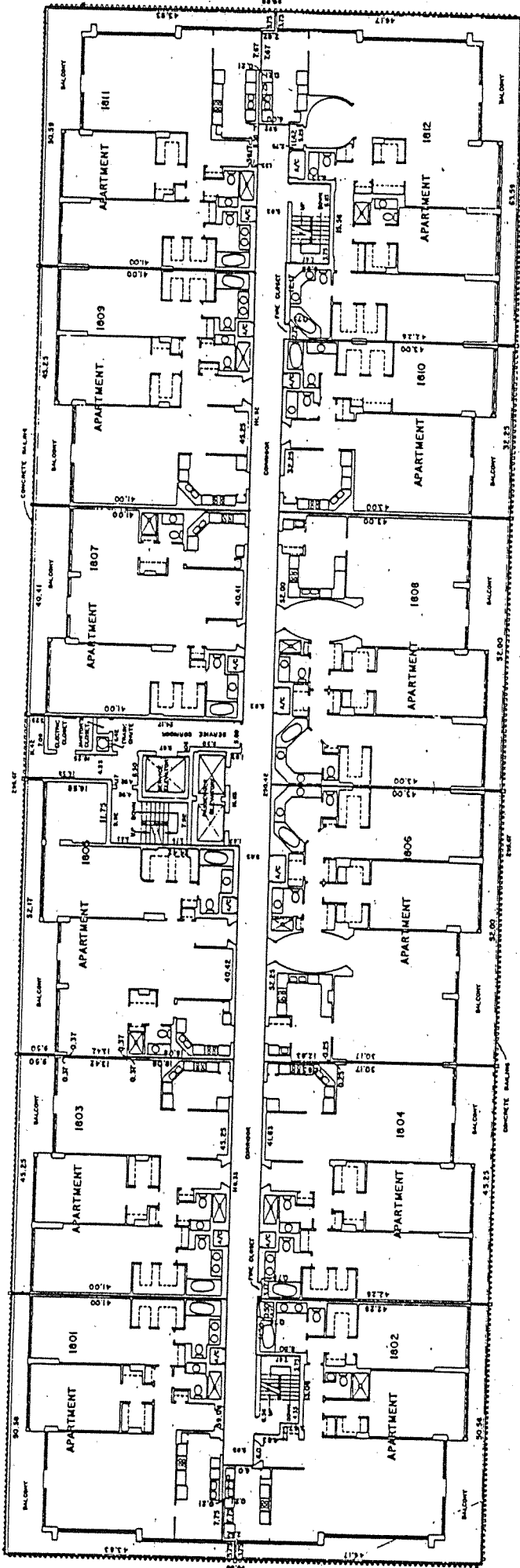


EXHIBIT A

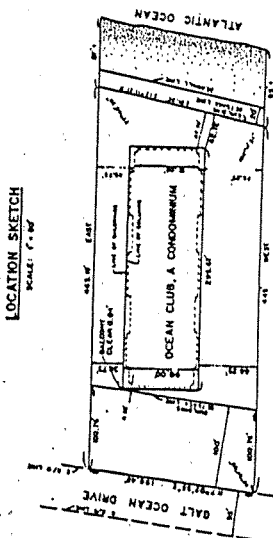
PAGE 19

ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.

DATED 20th DAY OF FEBRUARY 1970



LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 3, GALT OCEAN WALK ADDITION NO. 1, as recorded in Plat Book 65, Page 2, of the public records of Broward County, Florida.



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The land, all parts of the apartment building and including within the apartments or units. All common elements are included within the apartment building. Elevators. Stairways. Corridors. Janitor closets. Common areas. All other common elements. The building shall be constructed in accordance with the provisions of the Florida Building Code, which includes but is not limited to, the following: structural steel, masonry, concrete, brick, block, tile, terra cotta, and other materials. The building shall be constructed in accordance with the provisions of the Florida Building Code, which includes but is not limited to, the following: electrical, plumbing, mechanical, and other systems. The building shall be constructed in accordance with the provisions of the Florida Building Code, which includes but is not limited to, the following: fire, life, and safety. The building shall be constructed in accordance with the provisions of the Florida Building Code, which includes but is not limited to, the following: sound, vibration, and other environmental factors. The building shall be constructed in accordance with the provisions of the Florida Building Code, which includes but is not limited to, the following: energy conservation and other modern building techniques.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

These LIMITED COMMON ELEMENTS are as set forth in 1, 2, and 3 of Exhibit A of the Declaration of Condominium and shown on Pages 1 and 2 of Exhibit A, together with those set forth in 1, 2, and 3 of Exhibit A, together with those set forth in 1, 2, and 3 of Exhibit A.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or Unit shall be bounded on both horizontal and vertical boundaries, as shown on the Survey Plat, subject to such encroachments as are contained in the Declaration of Condominium and the Survey Plat, and subject to such encroachments as are shown on the Survey Plat, or any other report, reconstruction or alterations. Said boundaries are subject to the following:
(1) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(2) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(3) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(4) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(5) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(6) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(7) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(8) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(9) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(10) The boundaries of the concrete slab floor and ceiling of the apartment or unit.

CERTIFICATION:

This plan, together with the Declaration of Condominium, is a correct representation of the actual improvements described, and there shall be no other improvements or alterations of the common elements and of each apartment or unit, except as shown on the Survey Plat, or any other report, reconstruction or alterations, dated as of February, 1970.

McLaughlin Engineering Co.
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida



OCEAN CLUB, A CONDOMINIUM PENTHOUSE FLOOR PLAN

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DATE: 2-20-70 SCALE: 1"=10'
CHECKED BY: R.E.R. J.R. NO. 6-3858 C.E. NO. 41-21

NOTES:
1. The drawings herein are based on a survey of the property as shown on the Survey Plat, and are subject to such encroachments as are shown on the Survey Plat, or any other report, reconstruction or alterations. Said boundaries are subject to the following:
(1) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(2) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(3) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(4) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(5) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(6) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(7) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(8) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(9) The boundaries of the concrete slab floor and ceiling of the apartment or unit.
(10) The boundaries of the concrete slab floor and ceiling of the apartment or unit.

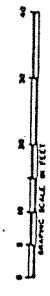
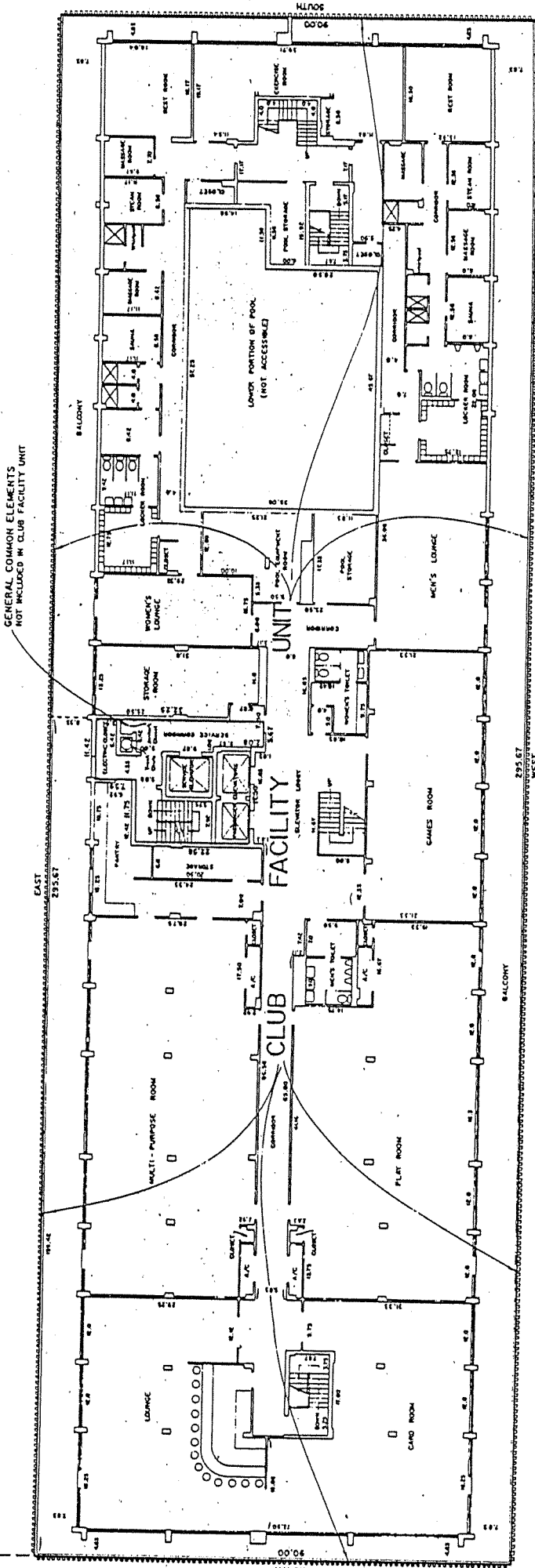


EXHIBIT A

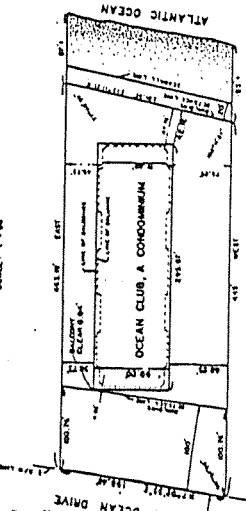
PAGE 20
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY FORTY-TWENTY, INC.
DATED 20th DAY OF FEBRUARY, 1970



GENERAL COMMON ELEMENTS
NOT INCLUDED IN CLUB FACILITY UNIT

LEGAL DESCRIPTION OF PROPERTY:
Lot 18, Block 33, GALT OCEAN WALK, APPOINTMENT NO. 1, as recorded in Plat Book 45, Page 9, of the public records of Broward County, Florida.

LOCATION SKETCH
SCALE: 1" = 40'



DESCRIPTION OF GENERAL COMMON ELEMENTS:
The base, floor, walls, ceiling, roof, and exterior finish of the building and all other elements included within the apartment building.
Exterior:
The building, including the foundation, exterior walls, roof, and exterior finish.
Interior:
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.

DESCRIPTION OF APARTMENTS OR UNITS:
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.

NOTES:
The drawings shown herein are based on a survey of M-7-02557E and the East right-of-way line of Galt Ocean Drive and all other bearings and distances shown thereon.
These drawings show the proposed boundaries and dimensions of the units and the building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.

DESCRIPTION OF LIMITED COMMON ELEMENTS:
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.

CERTIFICATION:
I, the undersigned, being a duly licensed Professional Engineer in the State of Florida, do hereby certify that the above is a true and correct representation of the actual conditions of the property as shown on the drawings and as described hereon.
CERTIFIED TO FORTY-TWENTY, INC. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

NOTES:
The drawings shown herein are based on a survey of M-7-02557E and the East right-of-way line of Galt Ocean Drive and all other bearings and distances shown thereon.
These drawings show the proposed boundaries and dimensions of the units and the building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.
The building, including the foundation, exterior walls, roof, and exterior finish.

OCEAN CLUB, A CONDOMINIUM

CLUB LEVEL

4030 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

McLAUGHLIN ENGINEERING CO.
1000 N. W. 10th Avenue
Fort Lauderdale, Florida

DRAWN BY: R.L.B. DATE: 2-20-70 SCALE: 1" = 40'
CHECKED BY: D.F.B. JOB NO. 8-3915A
ENGINEER: J.W. SHERMAN C.E. NO. 44-21

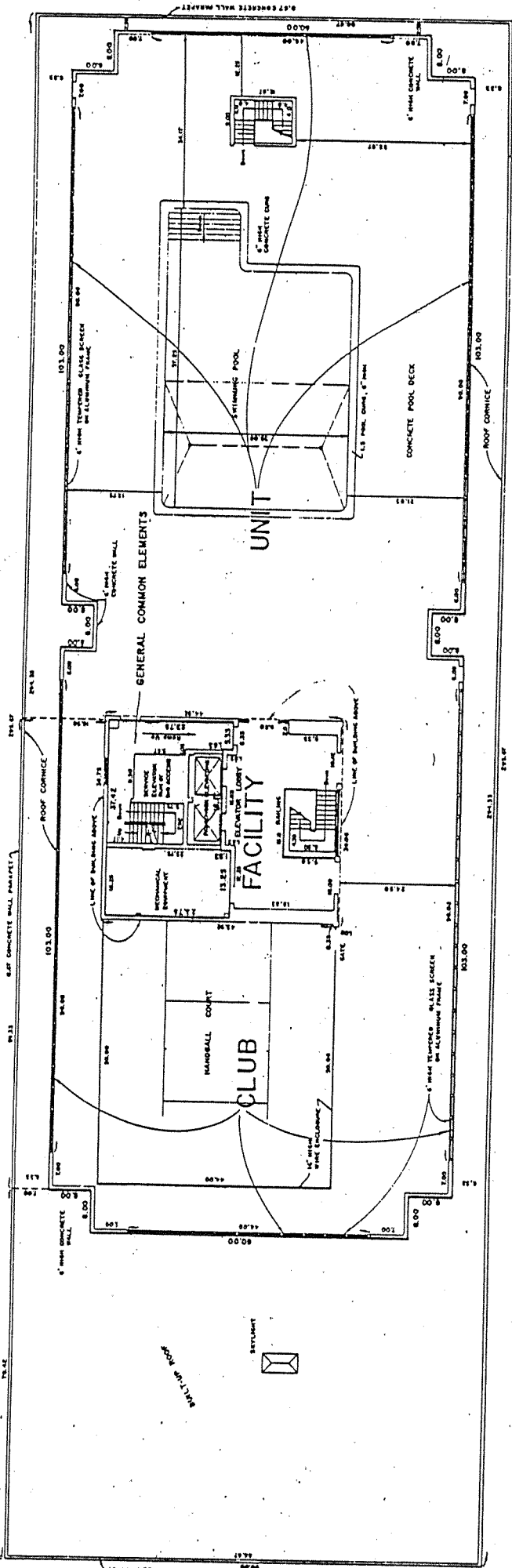
EXHIBIT A

PAGE 21

ANNEXED TO AND MADE A PART OF
DECLARATION
BY FORTY-TWENTY, INC.

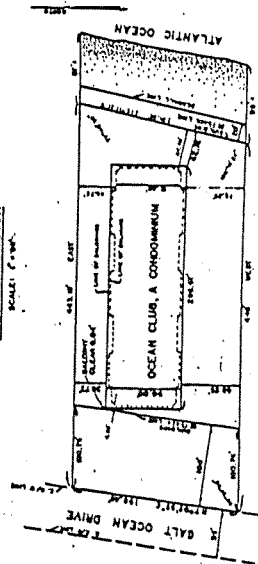
DATED 20th DAY OF FEBRUARY, 1970

NOTE: The Service Elevator Machine Room, Roof Pool, and Roof Deck are not included in the GENERAL COMMON ELEMENTS.



LEGAL DESCRIPTION OF PROPERTY:
Lot 14, Block 24, GALT OCEAN MILE ADDITION NO. 1, as recorded in Plat Book 45, Page 9, of the Public Records of Broward County, Florida.

LOCATION SKETCH
SCALE: 1"=50'



DESCRIPTION OF GENERAL COMMON ELEMENTS:

The area, including all improvements and included within the apartment or unit. All improvements not included within the apartment building. The area, including all improvements and included within the apartment or unit. All improvements not included within the apartment building. The area, including all improvements and included within the apartment or unit. All improvements not included within the apartment building.

DESCRIPTION OF APARTMENTS OR UNITS:

Each Apartment or Unit shall be bounded as follows: (1) The boundaries of the concrete slab above and abutting the apartments or units. (2) The boundaries of the concrete slab below and abutting the apartments or units. (3) The boundaries of the concrete slab above and abutting the apartments or units. (4) The boundaries of the concrete slab below and abutting the apartments or units.

NOTES:

Readings there shown are based on a bearing of N 7° 02' 35" E on the concrete wall of Galt Ocean Drive and all other bearings there shown relative to the bearing of N 7° 02' 35" E. These bearings, angles and elevations are completed from plans and data furnished by [Ludwig, Liebman & Associates, Architects], verified by field survey upon completion of building and appropriate adjustments made to the boundary shown and dimensions thereon. Proposed room or partition dimensions shown thereon: "10.41"

DESCRIPTION OF LIMITED COMMON ELEMENTS:

NUMBERED parking spaces as set forth in 1.7 and 1.8(n) of the Declaration. Common elements and site of the common elements and of each apartment, as shown on Page 2 of Exhibit A.

CERTIFICATION:

This plan together with the records in the Declaration of Condominium, is a correct representation of the actual improvements described and shown on the Declaration, location, dimensions and site of the common elements and of each apartment, as shown on Page 2 of Exhibit A. Dated at Fort Lauderdale, Florida, this 20th day of February, 1970.

McLAUGHLIN ENGINEERING CO.

BY: *[Signature]*
Registered Engineer No. 1773
Registered Land Surveyor No. 1617
State of Florida



OCEAN CLUB, A CONDOMINIUM

ROOF LEVEL

4020 GALT OCEAN DRIVE, FORT LAUDERDALE, FLORIDA

FOR
FORTY-TWENTY, INC.

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

DRAWN BY: S.L.R. DATE: 2-20-70 SCALE: 1"=0'
CHECKED BY: S.F.R. JO. NO. 8-3958 C.E. NO. 44-21