

FILED
OFFICE OF THE
CLERK OF THE
COURT
STATE OF FLORIDA

ARTICLES OF INCORPORATION
OF
THE MANORS OF INVERRARY
XII ASSOCIATION, INC.
(A Corporation Not-For-Profit)

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

EXPLANATION OF TERMINOLOGY

All terms shall have the meaning set forth in the Act (defined below) and for clarification the following terms have the following meanings:

1. "THE MANORS OF INVERRARY" means the planned community, including condominium apartment buildings, being developed by the "Developer".
2. "Condominium" means a particular condominium which is the subject of a particular Declaration and as to these Articles means Condominium XII of The Manors of Inverrary.
3. "Developer" means Atreco-Florida, Inc., a Maryland corporation authorized to do business in Florida, its successors and assigns.
4. "Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.

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5. "Condominium Documents" means in the aggregate the Declaration, these Articles, By-Laws, Land Use and Lease Agreement and all of the instruments and documents referred to therein and executed in connection with a CONDOMINIUM OF THE MANORS OF INVERRARY.

6. "Declaration" means the document submitted by the Developer to establish a condominium and as to these Articles means the Declaration of Condominium of Condominium XII of The Manors of Inverrary.

7. "Apartment" means unit as defined by the Act, and is that portion of Condominium Property which is subject to private ownership.

8. "Apartment Owner" means unit owner as defined by the Act.

9. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents.

10. "Condominium Property" means the land and all improvements thereon submitted to condominium ownership under the Declaration.

11. "Common Elements" means the portion of the Condominium Property not included in the Apartments.

12. "Association" means this corporation.

13. "Articles" means this document.

14. "By-Laws" mean the By-Laws of the Association.

15. "Board" means Board of Directors of the Association.

16. "Rent" means the rent due to be paid by the Apartment Owner to the Lessor of the Land Use and Lease Agreement.

17. "Reserved Area Expenses" and "Demised Area Operating Expenses" are defined in the Land Use and Lease Agreement.

18. "Land Use and Lease Agreement" means the instrument establishing the Land Use Plan of The Manors of Inverrary and wherein certain lands are leased to The Manors Club, Inc. and as to which corporation this Association is a member.

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ARTICLE I

NAME

The name of this Association shall be The Manors of Inverrary XII Association, Inc., whose present address is 3440 Inverrary Drive, Lauderdale, Florida.

ARTICLE II

PURPOSE

The purpose for which this Corporation is organized is the operation and management of a condominium apartment building known as Condominium XII of The Manors of Inverrary which may be established in accordance with the Act.

And, further, to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration which will be recorded amongst the Public Records of Broward County Florida, at the time portions of real property and the improvements thereon are submitted to a plan of condominium ownership as a Condominium and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

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1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Condominium Documents and the Act.

2. The Association shall have all of the powers of condominium associations under and pursuant to the Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

A. to make, establish and enforce reasonable rules and regulations governing the use of Apartments, Common Elements, and Condominium Property.

B. to make, levy and collect assessments against Apartment Owners; to provide the funds to pay for Common Expenses of the Condominium as is provided in the Condominium Documents and the Act and, to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

C. to maintain, repair, replace and operate the Condominium Property, specifically including all portions of the Condominium Property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Condominium Documents and the Act;

D. to reconstruct improvements within the Condominium Property in the event of casualty or other loss;

E. to enforce by legal means the provisions of the Condominium Documents;

F. to become and continue to be a member of The Manors Club, Inc. a corporation not-for-profit; and, such other corporations not-for-profit with which the Association may have mutual interests, and to perform the functions and discharge the duties incumbent upon such membership, and further, to delegate to persons or entities selected by the Board of this corporation the functions

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of representing this Association at the membership meetings of the just described corporations and to collect and to transmit to those corporations any assessments duly levied thereby.

G. to deal with other Condominium Associations or representatives thereof or other land owners in The Manors of Inverrary on matters of mutual interest.

ARTICLE IV

MEMBERS

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

1. The owners of all Apartments in the Condominium shall be members of this Association, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in an Apartment in the Condominium, whether by conveyance, devise, judicial decree, and designating the Apartment effected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the Apartment designated shall be terminated. The new owner shall deliver to the Association a true copy of such deed or instrument of acquisition of title.

3. The share of a member in the funds and assets of the Association, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Apartment.

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4. Until the first Condominium is submitted to condominium ownership by the recordation of its Declaration, the membership of this Association shall be comprised of the subscribers to these Articles, and in the event of the resignation or termination of membership by voluntary agreement by any such subscriber, then the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters which the membership shall be entitled to vote. Once the Condominium is submitted to condominium ownership by the recordation of its Declaration, the Developer as the owner of each Apartment shall exercise membership rights of each Apartment until the establishment of new ownership as provided in Section 2 of this Article.

ARTICLE V

TERM

The term for which this Corporation is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

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

NAME	ADDRESS
Brian J. Sherr	900 N.E. 26th Avenue Fort Lauderdale, Florida
Barbara Bass	900 N. E. 26th Avenue Fort Lauderdale, Florida
Harvey Kopelowitz	900 N. E. 26th Avenue Fort Lauderdale, Florida

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ARTICLE VII

OFFICERS .

1. The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

2. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	R. Irlie
Vice President	H. B. Cooper
Secretary	P. R. Barrett
Treasurer	P. R. Barrett

ARTICLE IX

BOARD OF DIRECTORS

1. The number of members of the first Board of Directors (the "First Board") shall be Four (4). The number

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of members of the Board of Directors elected subsequent to the First Board shall be increased as provided in Section 5 of this Article.

2. The names and street addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESSES
B. Ihrie	3440 Inverrary Drive Lauderhill, Florida
H.B. Cooper	3440 Inverrary Drive Lauderhill, Florida
S.R. Wells, Jr.	3440 Inverrary Drive Lauderhill, Florida
P.R. Barrett	3440 Inverrary Drive Lauderhill, Florida

3. Membership of all Boards elected subsequent to the First Board shall be composed of the following:

There shall be at least five (5) but not more than ten (10) Directors elected by the membership, at least 75% of whom shall be residents of the Condominium. The number of Directors to be elected shall be determined by the Board not later than sixty (60) days prior to the annual meeting and which number shall be set forth in the notice of annual meeting.

4. The first election by the members of the Association for Directors shall not be held until after the Developer has relinquished control of the Association as described in Section 5 of this Article IX. Thereafter the election of Directors shall take place annually during the month of March of each year as provided in the By-Laws. After the Developer has relinquished control, there shall be a special meeting of the Members for the purpose of electing a Board as provided in Section 3 of this Article to serve until the regular election of Directors and until new Directors are elected.

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5. The Condominium shall consist of one building which shall contain 147 Apartments. Accordingly, so long as the Developer owns in the aggregate more than twenty (20) Apartments the Developer shall have the right to appoint, designate and elect all members of the First Board. Ownership shall not be deemed to include the reacquisition by the Developer of an Apartment after it has conveyed title to an Apartment. The Developer may at any time relinquish its right to appoint Directors and resign its Directorships. The Developer shall relinquish its right to appoint Directors and the First Board is to resign at the time hereinabove described in the first sentence of this Section 5.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with the proceeding to which he may become involved, including appeals, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where in the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such Director or officer may be entitled whether by statute or common law.

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ARTICLE XI

BY-LAWS.

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

ARTICLE XII

AMENDMENTS

1. Prior to the time of the recordation of the Declaration these Articles of Incorporation may be amended by an instrument, in writing, signed by all the subscribers to these Articles of Incorporation, stating the Article Number and the contents of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles upon its recordation with the Declaration.

2. After the recordation of the Declaration these Articles of Incorporation may be amended in the following manner:

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

B. A resolution approving a proposed amendment may be proposed by either the Board or by the Membership and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by seventy-five percent (75%) of the members of the Association present at any meeting; and such approval must be by two-thirds (2/3) of the members of the Board.

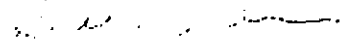
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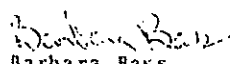
C. No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in a Declaration.

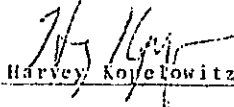
D. A copy of each amendment shall be certified by the Secretary of State and filed of record.

E. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer, including the right to designate and select members of the First Board as provided in Article IX hereof, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 19th day of September, 1974.


Brian J. Sherr

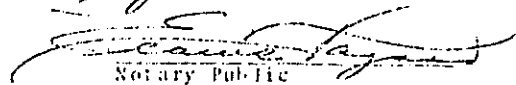

Barbara Bass


Harvey Kopelowitz

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared BRIAN J. SHERR, BARBARA BASS, HARVEY KOPELOWITZ to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS MY Hand and Official seal in the County and State last aforesaid this 19 day of Sept, 1974.


Notary Public

My Commission Expires:

Florida Notary Public
My Commission Expires July 31, 1981
Notary Public for Broward County, Florida

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B Y - L A W S

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THE MANORS OF INVERRARY
XII ASSOCIATION, INC.

Section 1. Identity. These are the By-Laws of THE MANORS OF INVERRARY XII ASSOCIATION, INC., a corporation Not-For-Profit, organized pursuant to Chapter 617, Florida Statutes, (hereinafter referred to as the "Association"). The Association has been organized for the purpose of managing, operating, and administering a residential condominium apartment building on a parcel of real property situated in a portion of Section 23, Township 49 South, Range 41 East, Broward County, Florida and more particularly described in the Declaration of Condominium (the "Declaration") to which a true copy of these By-Laws will be attached and which will be recorded amongst the Public Records of Broward County, Florida, when Condominium XII of The Manors of Inverrary is declared.

1.1 The office of the Association shall be for the present at 3940 Inverrary Drive, Lauderdale, Florida and thereafter may be located at any place in Broward County, Florida, designated by the Board of Directors.

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

1.3 The seal of the corporation shall bear the name of the corporation; the word "Florida"; the words "Corporation Not-for-Profit."

1.4 The provisions of these By-Laws shall be interpreted in accordance with the definitions and provisions of Chapter 711, Florida Statutes, the Condominium Act (the "Act"), the Declaration to which these By-Laws are attached, and the Articles of Incorporation of the Association (the "Articles").

1.5 The term "Developer" means Atreco-Florida, Inc., a Maryland Corporation, authorized to do business in Florida its successors and assigns.

Section 2. Membership; Members' Meetings; Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles.

2.2 The annual members meeting shall be held at the office of the Association at 8:30 o'clock P.M. Eastern Standard Time, on the second Thursday in the month of March of each year commencing with the year 1976, for the purpose of hearing reports of the officers, electing members of the Board of Directors (subject to the provisions of Article IX of the Articles) and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Thursday.

TRUE COPY

EXHIBIT TO DECLARATION OF CONDOMINIUM
OF CONDOMINIUM XII OF THE MANORS OF INVERRARY

3. "Developer" means Atreco-Florida, Inc., a Maryland corporation, authorized to do business in Florida, its successors and assigns.
4. "Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.
5. "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws, Declaration of Land Use and Lease Agreement, and all of the instruments and documents referred to therein and executed in connection with a CONDOMINIUM OF THE MANORS OF INVERRARY.
6. "Declaration" means this document.
7. "Apartment" means unit as defined by the Act, and is that portion of the Condominium Property which is subject to private ownership.
8. "Apartment Owner" means unit owner as defined by the Act.
9. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:
- (a) operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and
 - (b) Assessments for Reserved Area Expenses and Demised Area Operating Expenses due to Manors Club, Inc., set forth in the Land Use and Lease Agreement and referred to in Article XXVI hereof, but which are assessed on a Dwelling Unit basis as provided for in that Agreement; and
 - (c) any other expenses designated or inferred to be Common Expenses by the Act or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board.
10. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements, and all easements and rights appurtenant thereto.
11. "Common Elements" means the portion of the Condominium Property not included in the Apartments.
12. "Association" means the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating a condominium, and as to this condominium means THE MANORS OF INVERRARY XII ASSOCIATION, INC..
13. "Articles" mean the Articles of Incorporation of the Association.
14. "By-Laws" mean the By-Laws of the Association.
15. "Board" means Board of Directors of the Association.
16. "Reserved Area Expenses" means the expenses defined as such in the Land Use and Lease Agreement.

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be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 3. Board of Directors.

3.1 Except for the First Board as provided in the Articles, the Board of Directors shall consist of not less than Five (5) persons as shall be determined from time to time by the Members of the Board of Directors in accordance with the Articles.

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

(a) In accordance with the provisions of the Articles;

(b) Election of Directors shall be by a plurality of the votes cast at the annual meeting.

(c) Vacancies in the Board of Directors shall be filled until the next annual meeting by the remaining members of the Board.

3.3 The term of each Director'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.

3.4 A Director elected or appointed as provided in the Articles may be removed from office upon the affirmative vote of two-thirds (2/3) of the Membership for any reason deemed by the Membership to be detrimental to the best interests of the Association provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal. A Director elected or appointed by the Developer may be removed by the Developer and his successor named by the Developer.

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

3.6 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

3.7 Special meetings of the Directors may be called by the President or the Vice President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board of Directors. Not less than

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three (3) days' notice of the meeting shall be given personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

3.8 Any Director may waive notice of the meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 A quorum at the Directors meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 The presiding officer at Directors' meetings shall be the President. In the absence of the presiding officer, the Directors present shall designate any one of their number to preside.

3.11 Directors' fees, if any, shall be determined by the members.

3.12 The Board of Directors shall have the power to appoint an Executive Committee of the Board consisting of not less than Three (3) members of the Board of Directors. The Executive Committee shall have and exercise such powers of the Board of Directors during the period of time between regular meetings of the Board of Directors and such other powers of the Board of Directors as may be delegated to the Executive Committee of the Board.

Section 4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the Act, the Articles and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration, and shall include but not be limited to the following:

4.1 Make and collect assessments against members to defray the costs of the condominium;

4.2 Use the proceeds of assessments in the exercise of its powers and duties;

4.3 Maintain, repair, replace and operate the Condominium Property;

4.4 Reconstruct improvements after casualty and the further improvement of the Condominium Property;

4.5 Make and amend regulations with respect to the use of the Condominium Property;

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4.6 Approve or disapprove proposed purchasers, lessees, mortgagees of Apartments and those acquiring Apartments by gift, devise, or inheritance, or other transfers in accordance with the provisions set forth in the Declaration;

4.7 To enforce by legal means the provisions of the condominium documents including the Declaration, the Articles, these By-Laws, the Rules and Regulations, the Agreement regarding Sub-Lease of the Land Use and Lease Agreement and the applicable provisions of the Act;

4.8 Enter into Management Agreements and contract for the maintenance and care of the Condominium Property and to delegate to such contractor all powers and duties of the Association except as are specifically required by the condominium documents to have approval by the Board or the membership of the Association;

4.9 Pay taxes and assessments which are liens against any property of the condominiums other than the individual Apartments and the appurtenances thereto, and to assess the same against the Apartments subject to such liens;

4.10 Purchase and carry insurance for the protection of Apartment Owners and the Association against casualty and liability;

4.11 Pay the cost of all power, water, sewer and other utilities services rendered to the condominiums and not billed to owners of individual Apartments;

4.12 Retain and hire such other employees who are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and to pay all salaries therefor.

Section 5. Officers.

5.1 Executive officers of the Association shall be a President, who shall be a Director, the several Vice Presidents, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

5.3 The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist

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the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors in the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. 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 of the duties incident to the office of Secretary of an association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence 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 of the duties incident to the office of Treasurer. The Assistant Treasurer if any shall assist the Treasurer.

5.6 The compensation, if any, of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominiums.

Section 6. Fiscal Management. The provisions for assessments and related matters set forth in the Declaration and the Articles, shall be supplemented by the following provisions:

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

6.2 Budget

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

- (1) Common Expenses of the Condominium:
 - (a) Wages - Operating
 - (b) Wages - Administrative
 - (c) Supplies
 - (d) Cleaning Services
 - (e) Contract Services
 - (f) Contract Repaired/Maintenance
 - (g) Utilities
 - (h) Insurance
 - (i) Telephone

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- (j) Office Supplies
- (k) Postage
- (l) Audit
- (m) Legal
- (n) Management Fees
- (o) Assessments due to the Inverrary Association, Inc., payable as provided in the Declaration of Protective Covenants and Restrictions referred to in Article XXVII of each Declaration of Condominium
- (p) Assessments due to The Manors Club, Inc., payable as provided in the Land Use and Lease Agreement referred to in Article XXVI of each Declaration of Condominium.
- (2) Proposed assessments against each member
- (3) Proposed Special Assessments Against Each Member, if any are Anticipated
- (4) Rent to be paid under the Sub-Lease and the Land Use and Lease Agreement by each Apartment Owner.

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

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year (including the regular assessments and interim assessments, as that term is defined in the Declaration) may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than a calendar year, for example, insurance, taxes, etc.; (iv) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy of cash availability to meet all budgeted expenses in any calendar year, as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles applicable thereto.

6.3 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

6.4 An audit of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of the report shall be furnished to each member not later than February 1st of the year following the year for which the report is made.

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Section 7. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, the Declaration or the Act.

Section 8. Amendments.

8.1 These By-Laws may be amended in the same manner as the Declaration may be amended and in accordance with the provisions of the Act.

8.2 A resolution adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Board of Directors.

8.3 An amendment may be proposed by either the Board of Directors 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 as above set forth;

8.4 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage; or the rights of the Developer; or the provisions of Section 8 of these By-Laws.

8.5 The Articles may be amended as provided in the Articles.

THE FOREGOING ARE THE BY-LAWS OF THE MANORS OF INVERRARY XII ASSOCIATION INC., AND SHALL BE THE BY-LAWS OF CONDOMINIUM XII OF THE MANORS OF INVERRARY. A TRUE COPY OF THESE BY-LAWS IS ATTACHED TO THE DECLARATION OF CONDOMINIUM XII OF THE MANORS OF INVERRARY AND FOR THAT PURPOSE HAVE BEEN JOINED IN BY THE DEVELOPER REFERRED TO AS SUCH IN THE DECLARATION.

THE MANORS OF INVERRARY
XII ASSOCIATION, INC.

By: Henry D Cooper V.P.

(SEAL)

Attest: William R. Smith SEC.
Developer: ATRECO-FLORIDA, INC.

By: Henry D Cooper V.P.

(SEAL)

Attest: William R. Smith
Asst Sec

1777
OFF. REC. 5954 PAGE 547

86107496

CERTIFICATE OF AMENDMENT

BY-LAWS

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

WHEREAS, The Manors of Inverrary XII Association, Inc. is responsible for the administration of the condominium whose declaration of Condominium has been duly recorded in the Public Records of Broward County, Florida as follows:

O. R. 5954, Pages 490 - 557

WHEREAS, the Articles of Incorporation and the By-Laws governing The Manors of Inverrary XII Association, Inc. are attached to the above referenced Declaration and

WHEREAS, at a duly called and noticed meeting of the membership of the Manors of Inverrary XII Association, Inc., a Florida not-for-profit corporation, held on March 13, 1986, the aforementioned By-Laws were amended pursuant to Section 8 of said By-Laws.

WHEREAS, to the By-Laws recorded in the public records of Broward County, Florida in O. R. Book 5954, pages 494-512, Section 9 "Transfer Fees" is hereby added.

NOW THEREFORE, the undersigned hereby certifies that the following amendment to the By-Laws are a true and correct copy of the amendment to the By-Laws of the above-referenced condominium as amended by the membership.

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

Section 9 "Transfer Fees"

9.1 THE ASSOCIATION SHALL BE REQUIRED TO PROCESS ALL SALES AND/OR LEASES OF ANY UNIT SUBJECT TO ARTICLE XV "CONVEYANCES AND SALES" OF THE DECLARATION OF CONDOMINIUM. THE ASSOCIATION SHALL CHARGE THE MAXIMUM ALLOWED BY LAW FOR ANY APPROVAL GRANTED. HOWEVER, IF A LEASE IS A RENEWAL OF A LEASE WITH THE SAME LESSEE, NO CHARGE SHALL BE MADE.

WITNESS MY SIGNATURE HERETO this 20 day of March, 1986 at Lauderhill, Broward County, Florida.

WITNESSES: THE MANORS OF INVERRARY XII ASSOCIATION, INC.
Jocelyn Turin By: Helen Boyd Pres., President
Mollie Goldstein Attest: Ruth Salkow Secy, Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared Helen Boyd and Ruth Salkow, President and Secretary respectively, of THE MANORS OF INVERRARY XII ASSOCIATION, INC. to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 20 day of March, 1986.

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

Ronda Bey
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION Exp. OCT 13, 1987
PURCHASE FROM GENERAL INC., INC.

36 MAR 26 AM 11:56

REC 13277 PG 825

The Manors of Inverrary XII Association
4402 Inverrary Lane
Davie, FL 33317

500

88170804

CERTIFICATE OF AMENDMENT
BY-LAWS

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

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WHEREAS, at a duly called and noticed meeting of the membership of the Manors of Inverrary XII Association, Inc., a Florida not-for-profit corporation, held on April 21, 1988, the aforementioned By-Laws were amended pursuant to Section 8 of said By-Laws.

WHEREAS, to the By-Laws recorded in the public records of Broward County, Florida, in O. R. Book 5954, pages 496-512

NOW THEREFORE, the undersigned hereby certifies that the following amendment to the By-Laws are a true and correct copy of the amendment to the By-Laws of the above-referenced condominium as amended by the membership.

(additions indicated by underlining; deletions by "____")

PROPOSED AMENDMENT TO THE BY-LAWS OF CONDOMINIUM XII OF THE MANORS OF INVERRARY

6.2 Budget

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

(1) Common Expenses of the Condominium:

- (a) Wages - Operating
- (b) Wages - Administrative
- (c) Supplies
- (d) Cleaning Services
- (e) Contract Services - including basic cable television
- (f) Contract Repair/Maintenance
- (g) Utilities
- (h) Insurance
- (i) Telephone
- (j) Office Supplies
- (k) Postage
- (l) Audit
- (m) Legal
- (n) Management Fees

(o) Assessments due to the Inverrary Association, Inc. payable as provided in the Declaration of Protective Covenants and Restrictions referred to in Article XXVII of each Declaration of Condominium.

(p) Assessments due to the Manors Club, Inc. payable as provided in the Land Use and Lease Agreement referred to in Article XXVI of each Declaration of Condominium.

Balance of Article 6.2 "Budget" remains the same as original text

WITNESS MY SIGNATURE HERETO this 21st day of April, 1988 at Lauderdale, Broward County, Florida.

WITNESSES:

Andrea Perry
Natalie Surman

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

By: *Jack Reddick*, President

Attest: *Timothy Platt*, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

APR 3 10 27 AM '88

BK 15399PC 264

The Manors of Inverrary
Condominium XII
4127 Inverrary Drive
Lauderhill, Florida 33319
(305) 485-2118

9.00
2.50
11.50

83170S04

CERTIFICATE OF AMENDMENT

BY-LAWS

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

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WHEREAS, to the By-Laws recorded in the public records of Broward County, Florida, in O. R. Book 5954, pages 494-512

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

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- (d) Cleaning Services
- (e) Contract Services - including basic cable television
- (f) Contract Repair/Maintenance
- (g) Utilities
- (h) Insurance
- (i) Telephone
- (j) Office Supplies
- (k) Postage
- (l) Audit
- (m) Legal
- (n) Management Fees
- (o) Assessments due to the Inverrary Association, Inc. payable as provided in the Declaration of Protective Covenants and Restrictions referred to in Article XXVII of each Declaration of Condominium.
- (p) Assessments due to the Manors Club, Inc. payable as provided in the Land Use and Lease Agreement referred to in Article XXVI of each Declaration of Condominium.

Balance of Article 6.2 "Budget" remains the same as original text

WITNESS MY SIGNATURE HERETO this 28 day of April

1988 at Lauderdale, Broward County, Florida.

WITNESSES:

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

Andrea Perry
Natalie Burman

By: *Jack Riedel*, President
Attest: *Timothy Platt*, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD;

MAY 3 10 37 AM 1988

BK15399PG 264


The Manors of Inverrary
Condominium XII
4102 Inverrary Drive
Lauderhill, Florida 33319
(305) 485-2119

9.00
1.50
1.00

BEFORE ME, the undersigned authority personally appeared JACK ROHSSTEIN and Dorothy Platt, President and Secretary respectively, of THE MANORS OF INVERRARY XII ASSOCIATION, INC. to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 28th day of April, 1988.

James J. [Signature]
NOTARY-PUBLIC, State of Florida
at Large



NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 21, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

BK 15399PC 265

THE MANORS OF INVERRARY

SUB-LEASE

THIS SUB-LEASE, is made and entered into this 30th day of *September*, 1974 between THE MANORS CLUB, INC., a Florida corporation Not-For-Profit, (hereinafter referred to as "Sub-Lessor") and THE MANORS OF INVERRARY XII ASSOCIATION, INC., a Florida corporation Not-For-Profit, (hereinafter sometimes referred to as "Sub-Lessee" or as "Association").

I DEFINITIONS

The terms used herein shall have the meaning stated in the Condominium Act and in the Declaration of Land Use and Lease Agreement for The Manors of Inverrary recorded in Official Records Book 5592, Page 1 of the Public Records of Broward County, Florida and an amendment thereto recorded in Official Records Book 5809, Page 679 of the Public Records of Broward County, Florida (the Declaration of Land Use and Lease Agreement for the Manors of Inverrary and the amendment thereto will be hereinafter referred to as the "Land Use and Lease Agreement"). The term "Lessor" shall mean ATRECO-FLORIDA, INC., its successors and assigns.

II IMPLEMENTATION OF
PLAN OF DEVELOPMENT

A. The Sub-Lessee is an "Association Member" of The Manors Club, Inc. and is the Association operating Condominium XII of The Manors of Inverrary. This Sub-Lease is entered into pursuant to the Land Use and Lease Agreement. The Association hereby acknowledges, covenants and agrees to perform the obligations imposed by the provisions of the Land Use and Lease Agreement. There are herewith made available to the Association and the Owners of Units in the Condominium operated by the Association, on a non-exclusive basis, the possessory and use rights to the Demised Areas.

B. This Sub-Lease is subject to the obligation which is hereby imposed and accepted by the Association to collect the Rent set forth herein from each Unit Owner and to pay over the same to the Sub-Lessor and the further obligation to pay the Dwelling Unit Assessments which include the Reserved Area and Demised Area Operating Expenses which are Common Expenses of Condominium XII of The Manors of Inverrary.

C. This Sub-Lease is an agreement contemplated by the present provisions of Section 711.121 of the Act and by this instrument the Association has acquired and does accept possessory and use interests in the Reserved Areas and Demised Areas as provided for herein.

TRUE COPY

EXHIBIT TO DECLARATION OF CONDOMINIUM
OF CONDOMINIUM XII OF THE MANORS OF INVERRARY

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D. The Association does hereby accept membership in the Lessee Corporation and agrees to be bound by all of the terms, provisions and conditions contained in The Manors Club, Inc., Documents.

III SUB-LEASE

NOW, THEREFORE, in consideration of the keeping by the parties of their respective covenants and obligations hereinafter contained, the parties have agreed that upon the terms and conditions hereinafter set forth, and in consideration of the payment from time to time of the Rent and the Assessments for the Demised Area Operating Expenses hereinafter set forth, and in consideration of the prompt performance continuously by the Association of each and every one of the covenants and agreements hereinafter contained, the performance of each and everyone of which is declared to be an integral part of the consideration to be furnished, the Sub-Lessor does hereby SUB-LEASE, AND SUB-LET, unto Association and the Association hereby sub-leases of and from the Sub-Lessor the Demised Areas. This Sub-Lease is non-exclusive and shall be subject to other Sub-Leases entered into between the Sub-Lessor and other Association Members and Owner Members as defined by and contemplated in the Land Use and Lease Agreement. Although this instrument between The Manors Club, Inc., and the Sub-lessee is a Sub-lease, the Lessor of the Land Use and Lease Agreement is specifically given the right to all of the remedies contained herein, directly as if the Lessor was party to the Sub-lease, and Sub-lessee is bound to the Lessor to perform all of the covenants and obligations contained in this Sub-Lease Agreement as if the Lessor were an original party thereto bound by the privity of contract.

IV TERM OF SUB-LEASE

The term of this Sub-Lease shall be a period of years, commencing with the date hereof and continuing up to and including the 31st day of December, 2074, unless terminated prior thereto in accordance with its terms.

V RENT

A. Amount

1. Association hereby covenants and agrees to collect and pay to Sub-Lessor and Sub-Lessor agrees to pay to Lessor of Declaration of Land Use and Lease Agreement the following sum of money as Rent for the use of the Demised Areas.

For each Dwelling Unit in Condominium XII of The Manors of Inverrary the sum of \$300.00 per calendar year, payable quarterly in advance on the 1st day of January, April, July and October of each year, subject to cost of living adjustment of Paragraph F.

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2. Each Dwelling Unit Owner upon taking title to his Dwelling Unit shall and does assume the obligation to pay the Rent applicable thereto, and such additional sum as may be required by the provisions of paragraph F hereunder relating to "Cost of Living Adjustment."

3. It is agreed and understood that the Rent shall be net and shall be in addition to the obligation of the payment of the assessment for Demised Area Operating Expenses so that the Rent to be paid during the term of this Sub-Lease is subject to no reduction whatsoever, and that all costs, expenses, and obligations of each and every kind and nature whatsoever, relating to the Demised Area shall be paid by the Association and others.

B. Time of Payment

Rent payments by a Dwelling Unit Owner shall commence upon the Sale of the Dwelling Unit and shall be prorated for the quarter in which the sale occurs between the date of Sale and the last day of the quarter in which the sale took place.

C. Place and Manner of Payment

1. Rent shall be payable at such place as the Lessor of the Land Use and Lease Agreement may specify in writing, from time to time, and such payment shall be made to the place specified, until it shall have been changed by written notice sent to the Lessee by the Lessor in the manner hereinafter prescribed for the giving of notice. All Rent shall be payable without notice or demand. For the present, and until further notice, the Lessor of the Land Use and Lease Agreement specifies that Rent shall be paid to Lessor by payment to The Manors Club, Inc. who shall remit the same as provided in the Land Use and Lease Agreement.

2. All Rent shall be payable in current legal tender of the United States of America as the same is constituted by law at the time the said Rent shall be payable in current legal tender as Rent, such fact or such acceptance shall not be construed as varying or modifying the provisions of this paragraph as to any subsequently maturing Rent or as requiring the Lessor of the Land Use and Lease Agreement to make a similar acceptance or indulgence upon any subsequent occasion.

D. Collection of Rent

1. The Association covenants and agrees to with the Sub-Lessor and Lessor of the Land Use and Lease Agreement to assess and collect the Rent in the same manner and at the same time and to the same extent as it collects and assesses Common Expense as provided in a Declaration, provided, however, that non-payment of Rent by a Dwelling Unit Owner shall not be assessed against other Dwelling Unit Owners or the Association.

2. By acceptance of an instrument conveying title to a Dwelling Unit and by the terms hereof, the Dwelling Unit Owners of record of each Dwelling Unit are personally liable, jointly and severally for the payment of the Rent due on the Dwelling Unit owned by them. In the event any Dwelling Unit Owner fails to make any payment of Rent due herein, the Association shall be obligated to collect the same and furnish the Sub-Lessor and Lessor with such owner's name and Unit number within fifteen (15) days of a delinquency in the payment thereof.

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E. Remedies

1. In the event for any reason the Rent is not paid by a Dwelling Unit Owner to the Association, the Association shall have all of the remedies to collect the same as are provided for in the Condominium Documents with regard to the collection of assessments for Common Expenses.

2. The Association by this Sub-Lease and each Dwelling Unit Owner by acceptance of an instrument of conveyance to his Dwelling Unit acknowledge that the Sub-Lessor and the Lessor of the Land Use and Lease Agreement have the lien rights and remedies described in the Land Use and Lease Agreement to collect the payment of Rent.

3. All sums of money required to be paid to the Lessor of the Land Use and Lease Agreement shall bear interest from the date of maturity thereof at the rate of ten percent (10%) per annum until paid.

F. Cost of Living Adjustment in Rent

The Rent provided in this Article shall be adjusted every Five (5) years, in accordance with the provisions of Article X paragraph H of the Land Use and Lease Agreement.

VI ASSESSMENTS FOR DEMISED AREA
OPERATING EXPENSES

A. Items of Demised Area Operating Expenses

In addition to Rent, and as a further part of the consideration to be furnished by the Association for the term demised, the Association covenants and agrees with the Sub-Lessor and for the benefit of the Lessor of the Land Use and Lease Agreement that it will pay the Dwelling Unit Assessments for the Demised Area Operating Expenses in accordance with the Land Use and Lease Agreement including the following to-wit:

1. Taxes;
2. Utility Charges;
3. Premiums for Liability Insurance;
4. Premiums to pay for the Fire, Windstorm and other Casualty Insurance;
5. Funds to pay for the maintenance and repair of the Demised Areas;
6. Funds to pay for indemnification;
7. The costs of providing centralized management;
8. The funds necessary to rebuild any damage or destruction to the Demised Areas or any demolition or construction;
9. Any sums described as Demised Area Operating Expenses in the Manors Club Documents or by the Governors.

B. Default

In the event the Association shall fail to collect and pay the Demised Area Operating Expenses assessed by the Sub-Lessor, the Sub-Lessor and the Lessor under the Land Use and Lease Agreement shall, in addition to other remedies provided herein, have the following remedies:

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1. The Sub-Lessor and the Lessor shall have a lien upon the Condominium Property of Condominium XII of The Manors of Inverrary and upon each Dwelling Unit therein for any sums of money owing for Demised Area Operating Expenses which are payable by the Association and which have not been paid by the Association or which have been advanced by the Sub-Lessor or the Lessor on behalf of the Association by reason of default by the Association. Such lien shall likewise secure reasonable attorneys' fees, including attorney fees for appeals, and costs incurred in connection with the collection and foreclosure of any of said liens. Said lien shall be effective only from and after the time of recordation in the Public Records of Broward County, Florida of a written, acknowledged statement signed by the Lessor or Lessor's Agent or Sub-Lessor or its agent containing the amount due for Demised Area Operating Expenses as of the date of recordation. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. In the event of foreclosure of the acceptance of a deed in lieu of foreclosure by the holder of any mortgage, referred to in Article X of the Land Use and Lease Agreement, then the acquirer of title, his successors and assigns, shall not be liable for the share of Demised Area Operating Expenses pertaining to the foreclosed Dwelling Unit or chargeable to the former owner thereof which became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure.

2. In case the Association shall fail, refuse or neglect to make any of the payments required by this Article, then the Sub-Lessor may, at its option, advance the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments including the collection thereof together with interest on all of such amounts at the rate of ten percent (10%) per annum shall be repaid by the Association to the Sub-Lessor upon demand of the Sub-Lessor; and payment thereof may be collected or enforced by the Sub-Lessor upon the day when demand for repayment thereof or reimbursement therefor is made by Lessor to the Association, but the election of the Sub-Lessor to pay such Demised Area Operating Expenses shall not waive the default thus committed by the Association.

3. Notwithstanding the foregoing and without waiving the same, Sub-Lessor or Lessor of the Land Use and Lease Agreement shall have the right to bring an action at law against the Association for the payment of Demised Area Operating Expenses, together with interest at the highest lawful rate and together with reasonable attorneys' fees, including attorneys' fees for appeals and court costs.

VII ACCEPTANCE OF PREMISES

The Association accepts the Demised Areas without any representation or warranty, express or implied, in fact or by law, by the Sub-Lessor or the Lessor of the Land Use and Lease Agreement as to the condition of such property. The Association acknowledges that neither the Sub-Lessor or the Lessor shall be responsible for any latent defect or change of condition of the Demised Area and the Association accepts the Demised Areas without any recourse to the Sub-Lessor and Lessor and the Rent hereunder shall in no case be withheld or diminished on account of any defect in the Demised Areas, and change in the condition thereof, any damage occurring thereto, any violation of the laws or regulations of any governmental authority, or of reason of any claim against any person whomsoever.

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VIII LIENS CREATED BY ASSOCIATION

The Association acknowledges that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Demised Areas and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of the Association, which lien shall be upon the Demised Areas. All persons contracting with the Association or any other person furnishing materials or labor to the Association as well as all persons whomsoever, shall be bound by this provision of this Sub-Lease. Should any such lien be filed, the Association shall discharge the same by paying it or by filing a bond or otherwise as permitted by law within thirty (30) days.

IX CONDEMNATION

It is understood and agreed that if at any time during the continuance of this Sub-Lease the legal title to the Demised Area or any portions thereof be taxed or appropriated or condemned by reason of eminent domain, then the parties hereto shall be bound by the provisions of Article XIX of the Land Use and Lease Agreement and all determinations made thereunder.

X SUBORDINATION

This Sub-Lease and the interests of the Sub-Lessor and the Association and Dwelling Unit Owners shall be subordinated to such loans and mortgages as the Lessor under the Land Use and Lease Agreement may enter into for the purpose of financing construction of the improvements to be erected on the Demised Areas, provided that all payments for such financing shall be paid by the Lessor.

XI PROHIBITION AGAINST FURTHER ASSIGNMENT OR SUB-LEASE

The Association shall not have any right of Assignment, sub-lease or any other right of conveyance or encumbrance in whole or in part of the rights or obligations hereunder.

XII TERMINATION OF CONDOMINIUM

In the event Condominium XII of The Manors of Inverrary is terminated in accordance with the provisions of the Declaration or of the Act, whichever is applicable, this Sub-Lease shall continue as to all of the Dwelling Unit Owners in accordance with their undivided shares as set forth in the Declaration, and the obligation to pay Rent and Demised Area Operating Expenses shall continue as provided in the Manors Club Documents. Termination shall in no manner reduce the obligations set forth herein. Said obligations shall continue in accordance with each Dwelling Unit Owner's undivided interest in the Condominium Property following termination.

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XIII TERMINATION OF LEASE

The Association further covenants and agrees that upon the end of the term under the Land Use and Lease Agreement, the Association will surrender and deliver up its rights hereunder peaceably.

XIV WAIVER

It is covenanted and agreed that no waiver of a breach of any of the covenants of this Sub-lease shall be considered to be a waiver of any succeeding breach of the same covenant.

XV NOTICES

All notices required by law and this Sub-Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

A. Upon Sub-Lessor by certified mail addressed to Sub-Lessor at the place where the Rent under this Lease is then being paid, or at such other address as Sub-Lessor may, by notice in writing, designate to the Lessee.

B. Upon the Association by certified mail addressed to Association at 3940 Inverrary Drive, Lauderhill, Florida 33319, or such other address as the Association may, by notice in writing, designate to Sub-Lessor.

C. Upon Lessor by certified mail addressed to Lessor at 3940 Inverrary Drive, Lauderhill, Florida 33319, or such other address as Lessor may, by notice in writing, designate to Sub-Lessor.

XVI APPLICABLE LAW

The law of the State of Florida shall govern the validity, enforceability, construction and interpretation of this Sub-Lease.

IN WITNESS WHEREOF, the parties have executed this Sub-lease Agreement the day and year first above written.

WITNESSES:

THE MANORS CLUB, INC.

[Handwritten signatures of witnesses]

By *[Handwritten signature: Harry D. Cooper V.P.]*

Attest *[Handwritten signature]*

(SEAL)

RECORDED
INDEXED
MAY 22 1974
OFF. 5954 PAGE 574

THE MANORS OF INVERRARY XII
ASSOCIATION, INC.

Brian J. [unclear]

By *Harry D. Cooper V.P.*

Ernest A. [unclear]

Attest *Willy E. [unclear] Sec.*
(SEAL)

STATE OF ~~MARYLAND~~ ^{Florida})
County of ~~Baltimore~~ ^{Broward}) SS:
~~CITY~~ OF BALTIMORE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the City and State aforesaid to take acknowledgements, personally appeared *HARRY B. COOPER*, well known to me to be the *V.P.* of The Manors Club, Inc. and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the City and State last aforesaid this *30th* day of *September*, 197*4*.

[Signature]
Notary Public

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 1, 1977
BONDED THRU CENTRAL INSURANCE COMPANY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared *Philip R. Barrett*, well known to me to be the *Secy* of The Manors Club, Inc. and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this *30th* day of *September*, 197*4*.

[Signature]
Notary Public


My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 1, 1977
BONDED THRU CENTRAL INSURANCE COMPANY

REC: 5954 PAGE 555

STATE OF ~~MARYLAND~~ ^{Florida})
~~CITY OF BALTIMORE~~ ^{Broward}) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgements, personally appeared MARY B COOPER, well known to me to be the VICE PRES. of The Manors of Inverrary XII Association, and the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this 30th day of September, 1977.


Notary Public

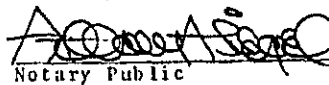
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 1, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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 acknowledgements, personally appeared Philip R BARRETT, well known to me to be the SECY of The Manors of Inverrary XII Association, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this 30th day of September, 1977.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 1, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

REC. 5951 PAGE 556

AGREEMENT REGARDING
LAND USE AND LEASE AGREEMENT
RESERVE AREAS

The Manors of Inverrary XII Association, Inc., the Condominium Association responsible for operating Condominium XII of The Manors of Inverrary hereby recognizes the Land Use and Lease Agreement recorded in Official Records Book 5592, Page 1 of the Public Records of Broward County, Florida, as same may be now or hereafter amended, and referred to as such in the attached Declaration of Condominium, and agrees and acknowledges that the assessments due thereunder are Common Expenses of this Condominium. Further, the Association recognizes that the possessory and use interests in the lands, referred to in the said Land Use and Lease Agreement as Reserved Areas, are for the use and benefit of the Dwelling Unit Owners of this Condominium as well as other Dwelling Unit Owners in The Manors of Inverrary.

IN WITNESS WHEREOF the Association has executed this Agreement, and has attached the same to the Declaration of Condominium of Condominium XII of The Manors of Inverrary in fulfillment of the provisions of Article III, Paragraph B, of the Declaration of Land Use and Lease Agreement.

THE MANORS OF INVERRARY XII
ASSOCIATION, INC.

By Harry D. Cooper V.P.

Attest: Melip L. Savat
(SEAL)

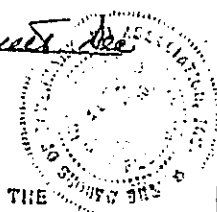


EXHIBIT TO DECLARATION OF CONDOMINIUM OF CONDOMINIUM XII OF THE
MANORS OF INVERRARY.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

OFF. REC. 5954 PAGE 557

RULES AND REGULATIONS

All unit owners are obliged by law to comply with the provisions of the Condominium Documents and the Rules and Regulations adopted by the Board of Directors as amended from time to time.

The unit owner is responsible for compliance by his family members, guests and lessees.

RESIDENT IDENTIFICATION

- 1. Membership in this Association is limited to unit owners. In the event of resale, a copy of the new deed must be submitted to the Association as evidence of ownership.
- 2. Photo identification cards will be issued only to bona fide residents. If a unit owner designates another to be the bona fide resident (i.e. parent, child, lessee), the unit owner waives his right to a photo identification card and to the use of the recreational facilities except as a guest, in which case he would have to pay recreational fees as adopted by the Manors Club.
- 3. Photo identification cards, automobile decals, or temporary passes must be presented at the security gate to gain entry. The guard is instructed not to allow entry merely upon recognition of a resident or guest.
- 4. In order to use the recreational facilities, the photo identification card must be presented.

OCCUPANCY

5a. Article XIII of the Declaration of Condominium provides that apartments shall be used for single-family residence only. The Board of Directors defines "single-family" as one or more persons related by blood, marriage or adoption or no more than two (2) unrelated persons living and cooking together as a single house-keeping unit.

5b. Definition of Occupant

An occupant is anyone in residence, whether an owner, guest, lessee, designated corporate resident or otherwise, whether in possession in accordance with or in violation of these rules.

6. No approval will be given to occupancy in excess of three persons in a one-bedroom apartment or four persons in a two-bedroom apartment.

SALES AND RENTALS

When an owner desires to sell or rent his unit, he must submit the following for approval on forms provided by the Association, allowing 30 days for processing.

For Sales

- a. Notice to Association to be completed by seller.
- b. Application to be completed by proposed purchaser.
- c. Copy of bona fide contract.
- d. All photo I.D. cards, Entra-Card and auto decals previously issued to seller must be returned to the Management Office before approval will be given.

For Rentals

- a. Notice to Association to be completed by unit owner.
- b. Application to be completed by proposed lessee.
- c. Copy of bona fide lease.
- d. All photo I.D. cards and Entra-Card previously issued to unit owner must be returned to the Management Office before approval will be given.

8. Upon receipt of all of the above, the Board of Directors will process the application, and approve or disapprove the transaction within thirty (30) days. Applicants must be personally interviewed by the Sales and Rentals Committee. Applicants must meet the requirements of the Condominium Documents and the Association's Rules and Regulations, and the unit owner's account must be in good standing in order to receive approval.

9. There will be a \$1.00 non-refundable charge for each photo I.D. card on new leases approved for uninterrupted residency.

MANORS OF INVERARY
416 INVERARY DRIVE
LAUDER HILL FLA 33019

Return to

JAN 13 2 42 PM '86

OFF 13107 PAGE 303

Handwritten initials

10. Lessees will pay a deposit of \$25.00 for each I.D. card, \$20.00 for each decal and \$5.00 for each Entra-Card, to be refunded when it is returned to the Maintenance Office at the expiration of the lease.
11. A temporary pass will be issued to the unit owner, upon relinquishing his I.D.'s to cover the period until the effective date of lease or date of closing.
12. The exterminator must be allowed into your apartment when he services the building. The schedule is available at the Management Office and is posted on the building bulletin board.

Seasonal Rentals

13. A. May be made during the Florida Winter Season, for any length during and within the period between December 1 and March 31.
B. Only one such rental is permitted during this period.
C. It shall constitute the only rental permitted until the following Florida Winter Season.

14. All Other Rentals

There shall be no leasing of a unit more than once during a 12-month period. This period begins with the starting date of the rental term of the previous lease.

15. Rentals Of All Kinds Are Subject To The Following

- A. Unit owners who have contracted after June 1, 1982 to purchase an apartment, may not, during the first year of ownership, rent or lease the apartment to another party.
 - B. No lease will be accepted containing automatic renewal or option clause - and it may not exceed one year in length. Month-to-month rentals, sub-leasing or assignment or lease are not acceptable.
 - C. Continuation of occupancy shall be permitted only under a new lease which is subject to review and approval of the Board of Directors.
 - D. Management must be notified 30 days in advance, if a new lease is under consideration.
16. At the end of each leasing period, the Board of Directors will determine if there has been any damage to the common areas or expense incurred by the Association. Charges for such damage or expense will be deducted from the \$200.00 security deposit.
 17. The Sales and Rental Committee, together with the Board of Directors, reserves the right to adjudicate any special situation not expressly covered in the foregoing provisions.

GUESTS

18. Overnight guests may be permitted to occupy the unit in the absence of the owner for a time not to exceed 21 days in total in any twelve month period. The unit owner must notify the Management Office in writing at least five days before guests arrive. Except for parents, adult children or adult grandchildren, guests may not have guests.
19. In order to be admitted to the Recreational Facilities, guests must present passes which can be purchased by the owner or lessee from the Manors Club.

USE RESTRICTIONS AND RESPONSIBILITIES

20. Owners shall be held responsible for the actions of their family members, guests and lessees.
21. Any damage to the buildings, recreational facilities or other common areas or equipment caused by a resident or his guests shall be repaired at the expense of the owner. If a security deposit is involved, the repair will be made and the cost of such repair will be deducted from the deposit.
22. No resident or invitee shall make or permit any noises that will disturb other residents or do or permit anything to be done which will interfere with the right, comfort or convenience of other residents.

REC 13107 PAGE 304

23. Residents shall not use or permit to be brought into the apartment any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine or other explosives or articles deemed extra hazardous to life, limb or property.
24. No awnings, window guards, light reflective materials, hurricane or storm shutters, or other devices shall be installed, except as shall have been approved by the Association. Window coverings shall be lined in white.
25. The exterior of apartments, including the patios, shall not be painted, decorated or modified in any manner without prior consent of the Association.
26. Permission for installation of ceiling fans on the patios will only be granted if the unit owner will sign a letter accepting full responsibility for property and/or personal damage.
27. No trade, business, profession, or other type of commercial activity may be conducted on the Condominium property.
28. No cooking or barbecuing is permitted on the terraces or common areas.
29. No sign, notice or advertisement shall be visible from the window of an apartment or automobile, nor shall it be painted on or affixed to a vehicle.
30. Except for patio furniture, no personal articles such as towels, bicycles, etc., may be stored on the terraces.
31. Waterbeds are not permitted in the apartments, nor are fish tanks above a ten gallon capacity permitted.

COMMON AREAS (ALL AREAS NOT WITHIN YOUR APARTMENT)

32. The owners shall not be allowed to put their names on any entry of the apartment or mail receptacle except in the proper place and in the manner prescribed by the Association.
33. All garbage must be tied securely in plastic bags before placing in trash chutes. Newspapers, bottles and large articles must be hand carried to the first floor trash room. Private arrangements must be made for the disposal of mattresses, furniture, box springs, etc. When furniture is removed from the premises for any reason, the elevator pads must be installed and the \$5.00 fee must be paid. All cartons must be collapsed before being put in the garbage room downstairs on the main floor.
34. No radio or television aerial or antenna shall be attached to or hung from the exterior of the apartments or the roofs thereon.
35. Food and beverages may not be prepared or consumed on the common areas, except as approved by the Association.
36. No wet or bare feet, or spiked shoes, are permitted in the lobbies or elevators, nor is topless attire permitted in the lobbies or elevators.
37. Children shall not be permitted to loiter or play in the lobbies, hallways, stairways, or elevators.
38. Each unit is entitled to only one storage locker.
39. Corridors shall be kept free of articles, including door mats.
40. There shall be no sunbathing, playing of games, or leaving of chairs or other articles on the common areas.
41. The grassy areas shall not be used as pathways nor shall they be used for access to the first floor apartments.

VEHICLES AND PARKING AREAS

- 42A, Trucks, campers, vans, Bronco-Blazer types, commercial or recreational, over-sized tires and/or raised chassis vehicles, or other vehicles of a similar nature, may not be parked in the Manors of Inverrary complex between the hours of 6:00 p.m. and 8:00 a.m., except for moving vans which will not be permitted on the grounds after 5:00 p.m.

The foregoing restrictions shall not apply to specially constructed vehicles for the transportation of handicapped owners, requiring the use of wheel chairs. Such vehicles must bear "Handicapped" license plates from the State of Florida.

OFF 13107 PAGE 305

- 42B. Motorcycles, motorhomes, mopeds, boats, trailers and the like are not permitted entry at any time.
43. No vehicle shall be parked in such manner as to impede or prevent ready access to another owner's parking space. Vehicles shall not be parked unattended under the marquee of a building. Free access is required for fire and emergency vehicles.
44. A vehicle which cannot operate on its own power shall not remain within the Condominium property for more than 24 hours. No repair of vehicles shall be made within the Condominium property.
45. Automobiles are to be parked head in only, and within the parking lines of a single space.
46. Automobiles with protective covers must be parked only in a guest spot on the south side of the building. Covers must be properly tied down.
47. Improperly parked or unauthorized vehicles are subject to being towed away at owner's expense.
48. The owner shall not cause or permit the blowing of a horn from any vehicle approaching or upon the Condominium property.
49. Car washing and waxing is prohibited except at the designated car wash area. Repairs to automobiles or other vehicles shall not be made on the premises. Oil changing and radiator draining is prohibited, since it causes pollution.
50. Residents are to use only their assigned parking spaces.
51. Guests must park in guest spaces.
52. Bicycles are to be parked at bicycle stands or in bicycle rooms where provided.
53. The speed limit within The Manors of Inverrary complex is 15 miles per hour.

MAINTENANCE

54. Each unit owner who will be absent from his apartment for an extended period, or who uses his apartment as a part time residence, must remove all objects from his terrace.
55. A responsible firm or individual must be designated to assure exterminating services and to be contacted, should the apartment suffer any damage.
56. The Management Office must have a key to each apartment. No owner shall alter any lock or install a new lock on any door leading to his apartment without providing the Association with a duplicate key. Use of such keys is limited to emergency entry or to gain access for repairs to common area. When a situation arises requiring access to an apartment and a key is not on file, forcible entry will be used and the unit owner will be assessed for any resultant damage.
57. Unit owners shall not contact the maintenance department to perform any work within their apartments except in an emergency which may cause damage to other units and/or common areas.

PETS

58. No pets of any kind will be allowed on the premises. Pets previously approved may not be replaced upon their demise. Approved pets must be kept on a leash at all times (City of Lauderhill ordinance), and must be carried in and out of the buildings. The owner must clean the contaminated area at once.
Existing permission to keep a pet may be withdrawn at the sole discretion of the Board of Directors.
59. Guests may not bring pets on the premises.

VENDORS AND MOVING VANS

60. Outside contractors who are performing a service for a unit owner may not use the Association's electricity. Common areas that may be affected by service people are to be cleaned up immediately. The unit owner will be held responsible and will be assessed for the costs incurred by the Association for clean-up or repairs.

61. The Management Office must be notified at least two days in advance of the arrival of moving vans. Elevator pads are mandatory and will be installed by Management at a \$5.00 fee. Furniture moving or delivering is permitted only between 8:00 a.m. and 5:00 p.m. Monday thru Saturday. The unit owner is responsible for any damage done by the mover.

PAYMENT FOR MAINTENANCE ASSESSMENTS

62. Payments for maintenance assessments and/or special assessments are to be mailed to the location designated by the Association on or before the due date. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten percent per annum. Legal fees and costs incurred in the collection of delinquent assessments will be borne by the unit owner.

63. Fees payable by all new residents before move-in:

Padding elevator.....\$5.00
 Electricity turn-on.....\$5.00
 Entraguard phone hook-up.....\$5.00.

in addition to fees in Rules 9 and 10.

64. Soliciting is not allowed for any purpose, whether by resident or non-resident.
65. Complaints regarding the operation of the common areas or regarding actions of other residents must be made in writing and submitted to the Management Office.
66. Violators of any of the above Rules and Regulations will receive a written notice from Management stating the offense. Thereafter, if the violation is not corrected, the Association will retain the services of an attorney to effect compliance and all legal fees and costs will be assessed to the unit owner.
67. These Rules and Regulations may be modified, added to, or repealed at any time by the Board of Directors of the Association, in accordance with the provisions set forth in the By-Laws, Section 4.5.
68. It is the responsibility of the unit owner to become familiar with, and to familiarize his tenant with, the Rules and Regulations.

WITNESS MY SIGNATURE HERETO this 6 day of January, 1986
 at Lauderhill, Broward County, Florida

WITNESSES: [Signature] THE MANORS OF INVERRARY XII ASSOCIATION, INC.
[Signature] By: [Signature], President
[Signature] Attest: [Signature], Secretary


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

STATE OF FLORIDA :
 COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared Helen Boyd
 and [Signature], President and Secretary respectively, of THE MANORS OF
 INVERRARY XII ASSOCIATION, INC., to me well known to be the persons described in and
 who executed the foregoing instrument and they acknowledged jointly and severally to
 and before me that the execution thereof was their free act and deed for the uses and
 purposes therein set forth.

WITNESS my hand and official seal this 6th day of January

[Signature]
 NOTARY PUBLIC, State of Florida
 At Large



My Commission Expires:
 NOTARY PUBLIC STATE OF FLORIDA
 EXPIRES THIRD GENERAL MEETING YEAR
 MY COMMISSION EXPIRES APRIL 21, 1988

REC 13107 PAGE 307

87236318

THE MANORS OF INVERRARY
CONDOMINIUM XII ASSOCIATION, INC.

RULES AND REGULATIONS

April 21, 1987

Change of Rule 15A

15A. Unit owners who have contracted after June 1, 1987 to purchase an apartment, may not, during the first two (2) years of ownership, rent or lease the apartment to another party.

Sherryl Boyd Pres.

WITNESS my hand and official seal this 21 day of April, 1987.

Donna Boyd
NOTARY PUBLIC, State of Florida
At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES OCT 23, 1987
ISSUED THRU GENERAL INV. UND.

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

87 JUN 2 PM 12:19

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87236319

THE MANORS OF INVERRARY
CONDOMINIUM XII ASSOCIATION, INC.

RULES AND REGULATIONS

April 21, 1987

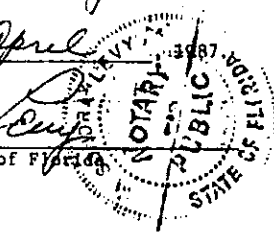
Addition to Rule 8

- 8a. A prospective owner or renter cannot occupy an apartment prior to approval by the Sales and Rental Committee. The 21-day guest privilege cannot be used to circumvent this requirement.

Heim Boyd Pres.

WITNESS my hand and official seal this 21 day of April

Andrea Camp
 NOTARY PUBLIC, State of Florida
 At Large



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
 COMMISSION EXPIRES OCT 11, 1987
 ANDREA CAMP, SCHEDULE INC. UNO.

RECORDED IN THE COUNTY OF BROWARD
 L. A. HESTER
 COUNTY ADMINISTRATOR

37 JUN 2 1987

REC 14484 MAR 79

20/10

THE MANORS OF INVERRARY
CONDOMINIUM XII ASSOCIATION, INC.

87421496

RULES AND REGULATIONS

September 4, 1987

Addition to Rule 15

15A (1) Seasonal rentals from December 1, to March 31,
for a period not less than three (3) months,
will be permitted during the first two (2)
years of ownership.

Helen Boyd Pres.
Helen Boyd, Pres.

WITNESS my hand and official seal this 10 day of September,
1987.

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

L. A. Hester
NOTARY PUBLIC, State of Florida
At Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 13, 1987
ISSUED THRU GENERAL INS. UND.

→
The Manors of Inverrary
Condominium XII
4162 Inverrary Drive
Lauderhill, Florida 33319

87 OCT 2 PM 12 56

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89051237

THE MANORS OF INVERRARY
CONDOMINIUM XII ASSOCIATION, INC.

RULES & REGULATIONS

February 1, 1989

Delete Rule 15A (1)

15A (1) Seasonal rentals from December 1, to March 31,
for a period not less than three (3) months,
will be permitted during the first two (2)
years of ownership.

Jack Rothstein

Jack Rothstein, Pres.

WITNESS my hand and official seal this 1st day of
February, 1989

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. OCT 18, 1993
DOMINGUEZ THOMAS GENERAL SRS. 988

Andra Perry
NOTARY PUBLIC, State of Florida

At Large

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

FEB 6 3 38 PM '89

BK 6173 PG 0335

The Manors of Inverrary
4/62 Inverrary Dr
Hialeah, FL 33115

Handwritten initials

X
The Manors of Inverrary
Condominium XII
4162 Inverrary Drive
Lauderhill, Florida 33319
(305) 485-2119

94-406103 T#001
08-16-94 06:38PM

RULES AND REGULATIONS

April 26, 1994

Addition to Rule 9.

There will be a \$3.00 non-refundable charge for each photo I.D. card on new lessees approved for uninterrupted residency.

Addition to Rule 10.

Lessees will pay a deposit of \$25.00 for each I.D. card, \$20.00 for each decal and \$5.00 for each Entra-Card, to be refunded (except for \$5.00 for each photo I.D. Card) when returned to the Management Office at the expiration of the lease.

Ralph Glantz, Pres.
Ralph Glantz, Pres.

WITNESS my hand and official seal this 26 day of Apr 1994.

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

Sheila Court
NOTARY PUBLIC, State of Florida
At Large

Notary Public, State of Florida
My Commission Expires July 15, 1998
Bonded Through

Notary Public, State of Florida
My Commission Expires July 15, 1998
Bonded Through Troy Tain - Insurance Inc.

BK 2506 PG 08.1

THE MANORS OF INVERRARY CONDOMINIUM XII ASSOCIATION, INC.
4162 Inverrary Drive
Lauderhill, Florida 33319
(954)485-2115

RULES AND REGULATIONS

May 22, 1997

Amendment to Rule 62. PAYMENT FOR MAINTENANCE ASSESSMENTS

Payments for maintenance assessments and/or special assessments are to be mailed or dropped off at the Management Office on or before the due date. Assessments and installments thereon not paid when due are subject to a \$25.00 late fee per quarter. Legal fees and costs incurred in the collection of delinquent assessments will be borne by the unit owner.

Mary Jane Morris

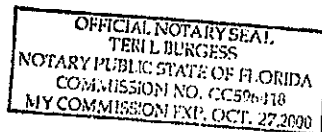
, Pres.

WITNESS my hand and official seal this 22nd day of May, 1997.

Teri L Burgess

NOTARY PUBLIC, State of
Florida, At Large

My Commission Expires:



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

BK 26523 PG 0533

Handwritten initials

7



**The Manors of Inverrary
Condominium XII**
4162 Inverrary Drive
Lauderhill, Florida 33319
(305) 485-2119

98-266471 T#003
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RULES AND REGULATIONS

April 22, 1998

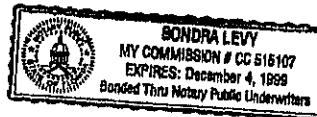
ADDITION TO RULE #7 - SALES AND RENTALS

E. Upon applying for residency with an application and contract of sales for the Manors of Inverrary, Condominium XII Association, Inc., the buyer of the unit must put a deposit of 10% down at time of contract for the unit they are to purchase.

Mary Jane Morris, Pres
Mary Jane Morris, Pres.

WITNESS my hand and official seal this 28 day of April 1998

Sandra Guff
NOTARY PUBLIC, State of Florida
At Large



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

Jlc



**The Manors of Inverrary
Condominium XII**
4162 Inverrary Drive
Lauderhill, Florida 33319
(954) 485-2119

**INSTR # 101175871
OR BK 31847 PG 1647**
RECORDED 07/13/2001 03:15 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2020

RULES & REGULATIONS

JULY 5, 2001

ADDITION TO RULE #7 – SALES AND RENTALS

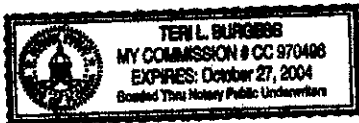
- D. Upon applying for residency with application, **PROOF OF INCOME** requirement \$ 25,00.00 per year, two (2) years income tax returns to be submitted as proof. This to become part of the application package submitted to Association for approval. Effective August 1, 2001.
- E. The association may require up to one (1) years maintenance in advance in the form of certified/cashiers check or money orders when questionable or insufficient credit report is obtained.

Addition to RULE #20

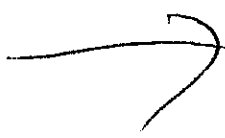
The exterior of apartment, including patios, shall not be painted, decorated or modified in any manner without prior consent of the Association. **NO INDOOR/OUTDOOR CARPETING** allowed to be installed to patio/terrace floors. Immediate removal of any existing carpet required. Only acceptable floor covering **FOR PATIOS/TERRACES** is ceramic tile or concrete type paint.

Helene Berman, Pres
Helene Berman, President

WITNESS my hand and official seal this 5th day of July 2001.



Teri L. Burgess
NOTARY PUBLIC, State of Florida
At Large



**The Manors of Inverrary
Condominium XII**
4162 Inverrary Drive
Lauderhill, Florida 33319
(954) 485-2119



**INSTR # 101237398
OR BK 31953 PG 0260**
RECORDED 08/07/2001 01:37 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1932

RULES & REGULATIONS

JULY 25, 2001

AMENDMENT/CORRECTION TO RULE #7D - SALES AND RENTALS

D. Upon applying for residency with application, **PROOF OF INCOME** requirement (~~-\$25,00.00-DELETE~~) **INSERT \$25,000.00**(Twenty-five thousand) per year, two (2) years income tax returns to be submitted as proof. This to become part of the application package submitted to Association for approval. Effective August 1, 2001.

DUE TO TYPOGRAPHICAL ERROR

Helene Berman, Pres
Helene Berman, President

WITNESS my hand and official seal this 31st day of July 2001.



Teri L Burgess
NOTARY PUBLIC, State of Florida
At Large

①

**The Manors of Inverrary
Condominium XII**
4162 Inverrary Drive
Lauderhill, Florida 33319
(954) 485-2119

RULES & REGULATIONS

December 2002

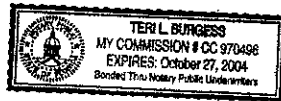
CHANGE TO RULE #7 - SALES AND RENTALS

D. Upon applying for residency with application, **PROOF OF INCOME** requirement \$35,000.00 (thirty-five thousand) per year, two (2) years income tax returns to be submitted as proof. **ALSO** increasing deposit to 15% at time of contract

This to become part of the application package submitted to Association for approval. Effective January 1, 2003.

Law Kasper
President of the Board

WITNESS my hand and official seal this 5 day of Feb. 2003.



Teri L. Burgess
NOTARY PUBLIC, State of Florida
At Large

86346856 THE MANORS CLUB, INC.

RULES AND REGULATIONS

Proper resident and guest identification required for use of all recreational facilities. Guest passes may be purchased only by residents.

LAKE CENTER

Club House

1. Hours: 10:00 a.m. to 5:00 p.m., 7:00 p.m. to 11:00 p.m.
2. No bare feet or wet bathing suits.
3. No foul or abusive language.
4. Smoking permitted only in designated areas. Elsewhere, "No Smoking" signs are to be observed.
5. Chairs and folding tables are not to be removed from the Club House.
6. Phones are for incoming calls or messages only. Pay phones provided for outgoing calls.
7. Proper attire (tops) at all times.
8. No children under 16 permitted after 7:00 p.m., unless accompanied by a parent.
9. No card playing in the main lounge.
10. All equipment must be signed out and returned to staff.
11. Exercise rooms and saunas are for adults, and for children 16 or under only when accompanied by an adult.

Pool

1. Open 10:00 a.m. to 10:00 p.m. (except for special events sponsored by a social group).
2. No ball playing - pool or deck.
3. Children under 12 must be accompanied by an adult.
4. No infants or children wearing diapers or rubber pants permitted in the pool. Parents will be held financially liable for cleaning of pool, if soiled.
5. Chairs, lounges, tables, etc., are not to be moved.
6. Proper bathing attire must be worn. Cut-offs are not permitted.
7. Glass containers of any kind are not permitted.
8. Food is not permitted on the pool decks, except that provided by Sun & Fun group, who will be responsible for overseeing clean-up.
9. Chairs and lounges cannot be reserved in advance, nor can they be reserved over the lunch hour, by leaving personal items on them.
10. Shower must be taken before each entry into the pool.
11. No toys, rafts, etc., permitted in the pool.
12. No bikes (even plastic ones for tots) permitted in the pool area.
13. Chairs are not to be removed from patios of guest rooms. Guests shall not remove chairs from pool area.
14. Non-resident guests under 16 may not use pool facilities after 5:00 p.m., unless accompanied by a resident adult.
15. Persons using lotions of any kind must cover chair or lounge with a towel.
16. Only radios equipped with earphones are permitted. (Clubhouse included)

→
BASED ON THE INFORMATION
FURNISHED BY THE
MANORS CLUB

SEP 16 11 00 AM '86

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Chickee Hut

1. No smoking at any time.
2. No food, unless sponsored by any recognized Manors group.
3. Persons using the wood deck in the Chickee Hut area must wear foot coverings at all times for their protection.

Paddleboat, Fishing & Ball Court

1. a. Permission to use paddle boats to be obtained from staff members, limit two (2) people. I.D.'s are required.
b. Children under 16 must be accompanied by an adult.
c. No standing or climbing over seats.
d. Boats are not to be paddled into the area where golfers are hitting across the lake.
e. Boats are to be returned to the dock and properly secured.
2. Basketball Court is available from 9:00 a.m. to 7:00 p.m. only.
3. Children under 16 playing or fishing at the lake must be accompanied by an adult.
4. Ducks are not to be fed.

Shuffleboard Rules

Rules are posted at courts for your guidance.

TENNIS CENTER

Club House

1. Club House will be locked at all times unless an authorized person is on duty.
2. Chairs and tables are not to be removed from Club House.
3. P.A. system is not to be used unless an authorized person is present.
4. Juke box is not to be used unless authorized person is present.

Pool

1. Open 10:00 a.m. to 10:00 p.m., except for special events sponsored by a social group.
2. Ball playing, any toys, and all types of bikes are not permitted in the pool area or in the pool.
3. Chairs, lounges, tables are not to be removed from the pool area.
4. Proper bathing attire must be worn. Cut-offs are not permitted.
5. No glass containers of any kind are permitted.
6. No food is permitted, except when sponsored by the Social Committee.
7. Shower must be taken before each entry into pool.
8. Children under 12 must be accompanied by an adult.
9. No infants or children wearing diapers or rubber pants in pool. Parents will be held financially liable for cleaning of pool, if soiled.
10. Bikes must be parked in Bike Rack.

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11. Bikes or skate boards may not be ridden on Chattahoochee.
12. No hitting balls against side of building.
13. No littering.
14. No rafts or floating objects permitted in pool.
15. Persons using lotions of any kind must cover chair or lounge with a towel.

Tennis Courts

1. Courts will open 8:00 a.m. - 10:00 p.m.
2. Children under 16 must be accompanied by an adult.
3. Court time to be assigned according to the attached rules.
4. Play limited to one (1) hour. Weekends and holidays - doubles only during periods of high demand.
5. No chairs within Tennis Court area.
6. Only players are allowed within Tennis enclosure.
7. Dress code must be observed.

GENERAL AREAS

1. No playing in or around the Security Gate. This includes landscaped area in front of the gate.
2. Children waiting for school bus should do so on grassy areas north or south of the entrance and exit roads.
3. Children coming home from school should leave the area immediately and return to their homes the quickest way possible.
4. Individuals must give the right-of-way to vehicles using the roads by stepping to the side, off the road completely, if possible.
5. No bike or skate board riding over or through the landscaped areas or Tennis Courts.
6. No bike riding or skate boards after dark.
7. Security guards and volunteers are to be shown respect and courtesy by everyone of any age. Requests made by them are in accordance with the rules established by the Manors Club.
Complaints, in writing, may be made to a staff member who will turn it over to the Manors Club for action.
8. Should anyone fail to comply with "6", the security guard or volunteer will be instructed to advise the Manors Club who will appoint one or more members to discuss the matter with the individual or, if a child is involved, with the parents and child. Legal action will be taken, if necessary.
9. Rules applying to owners and renters also apply to guests.
10. Residents, whether owner or renter, will be held responsible for any damage done by their children or guests.
11. Manors Club parking lots are for the temporary use of individuals doing business at the Management Office or attending the recreational facilities. Autos may not be parked overnight, unless guests are in Efficiencies.

THE USE OF OUR RECREATIONAL FACILITIES MAY BE DENIED TO ANYONE WHO FAILS TO ABIDE BY THE RULES AND REGULATIONS.

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RENTAL EFFICIENCY GUIDELINES

1. Only residents (owners and renters) may rent an efficiency. Owners will be given preference.
2. Reservations may not be made more than 45 days in advance of the visit.
3. When a reservation is made, the following deposits must be paid:
 - For visits of 1 to 5 days.....1 day's rent
 - For visits of more than 5 days.....2 days' rent
 - No reservation is considered confirmed, unless a deposit has been received.
4. Ten (10) days before the visit, an additional deposit equal to the amounts specified above must be paid. A cot may be requested for a child at an additional charge.
5. Reservations may be cancelled 10 days before the visit and deposit will be refunded.
6. Deposits on reservations cancelled later than 10 days before visit will be refunded, if the room can be rented without loss of revenue.
7. On reservations cancelled due to extenuating circumstances (illness, death, etc.) deposits will be refunded at the discretion of the Manors Club.
8. During the peak season, November 15th thru April 30th, a maximum of two (2) rooms may be rented to one resident.
9. A charge for missing items or damaged furniture, bedspreads, etc., will be made against the resident responsible for the reservation. The Manors Club will not be responsible for any lost or stolen personal items of the guest.
10. Cats, dogs, birds, or pets of any kind are not permitted in the Efficiencies.
11. If you plan to arrive after 4:00 p.m. or on a Saturday, Sunday or holiday, you should have a resident of the Manors pick up the keys, as our office will be closed.
12. Maid service is available Monday through Friday.
13. Check-in time is 2:00 p.m. Check-out time is 11:00 a.m.
14. If you have any questions, call the office - 485-2115.

WITNESS MY SIGNATURE HERETO this 11 day of September, 1986 at
Lauderhill, Broward County, Florida.

WITNESSES:

THE MANORS CLUB, INC.

Isabel Goldstein
Natalie Burman

By: Helen Boyd Pres.

Attest: Isabel Goldstein, Secy

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, the undersigned authority, personally appeared Helen Boyd
and Isabel Goldstein, President and Secretary respectively, of THE MANORS CLUB,
INC., to me well known to be the persons described in and who executed the foregoing
instrument and they acknowledged jointly and severally to and before me that the
execution thereof was their free act and deed for the uses and purposes therein set
forth.

WITNESS MY HAND AND OFFICIAL SEAL this 11 day of September, 1986.

Isabel Goldstein
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 15, 1987
BROWARD COUNTY GENERAL REG. DIV.

MEMO: Possibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

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TENNIS COURTS

ROTATION BOARD RULES
FOR MEMBERS AND PAID GUESTS

1. Play is limited to one hour of doubles and a half hour for singles.
2. All players must sign in on the court in use.
3. Waiting players will place names on the rotation board to establish court priority.
4. Players on courts may not be on the rotation list.
5. Court starting time does not change if new players are added. Everyone leaves when the hour expires.
6. Waiting players may select any court provided the playing time is expired.
7. Players filling in lose their position on the rotation board.
8. Three players get a half hour of play.
9. One player may not occupy a court for practice while others are waiting to play.
10. Waiting player must remain in the vicinity of the courts for names to remain on the rotation board. This is not a reservation board. You may not sign in and leave.
11. A new foursome may not contain more than one player who has been playing during the previous period. If no players are waiting for courts, this rule does not apply.
12. Please observe the rules of courtesy and safety when entering and leaving the courts. Pass behind courts when play is stopped. Players should stop to permit others to pass. Save conversation for outside the playing area.
13. Appropriate tennis attire will be appreciated. Sun bathing should be done at the pool.

RECORDED IN THE OFFICE RECORDS UNIT
OF HOWARD COUNTY, FLEMING
F. T. JOHNSON
COURT ADMINISTRATION

<u>COURTS</u>				<u>ROTATION LIST</u>	
<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>		
<u>Starting Time</u>	<u>Starting Time</u>	<u>Starting Time</u>	<u>Starting Time</u>		
<u>PLAYERS</u>	<u>PLAYERS</u>	<u>PLAYERS</u>	<u>PLAYERS</u>		
_____	_____	_____	_____	1.	8.
_____	_____	_____	_____	2.	9.
_____	_____	_____	_____	3.	10.
_____	_____	_____	_____	4.	11.
_____	_____	_____	_____	5.	12.
_____	_____	_____	_____	6.	13.
_____	_____	_____	_____	7.	14.

OFF
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