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67-115528

DECLARATION
OF
CONDOMINIUM
STARLIGHT TOWERS

Waver of rights
D/C Sec 12.3 pg 19
Parking pg 9 Sect. 7.7

A Condominium

6000 North Atlantic Boulevard
Fort Lauderdale
Florida

for
by approval

MADE this NOVEMBER 29th, 1967, by STARLIGHT
CORP., a Florida corporation, herein called Developer,
for itself, its successors, grantees, and assigns.

WHEREIN the Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit
the lands herein described and the improvements to be constructed
thereon to the condominium form of ownership and use in the
manner provided by Chapter 711, Florida Statutes 1965, herein
called the Condominium Act.

.1 Name and Address. The name by which this condomi-
nium is to be identified is STARLIGHT TOWERS, a condominium,
and its address is 6000 North Atlantic Boulevard, Fort Lauderdale,
Florida.

.2 The Land. The lands owned by Developer which are
hereby submitted to the condominium form of ownership are the
following-described lands lying in Broward County, Florida:

The North 200 feet of the South 1180 feet of
the NW 1/4 of the SE 1/4 of Section 7, Town-
ship 49 South, Range 43 East, Broward County,
Florida, lying East of State Road A-1-A as
now constructed and in use, less the following
described property:

Beginning at the intersection of the North line
of the South 980 feet and the East Right-of-way
line of State Road A-1-A, said Right-of-way line
being further described as being 33 feet East
of and parallel to the centerline of said State
Road A-1-A; thence N-12° 44' 00" - E, on an
assumed bearing, along said East Right-of-way
line, 10.25 feet; thence East, parallel with
the South line of the NW 1/4 of the SE 1/4 of
said Section 7, 257.24 feet; thence North,
24.23 feet to a point of curve; thence Northerly
and Easterly along the arc of a circular curve
to the right, having a radius of 25 feet, an
arc distance of 19.63 feet; thence N-45° East,
33.67 feet; thence S-45° East, 57.67 feet;
thence North 45° East, 30.50 feet; thence South
45° East, 43.50 feet; thence North 45° East,
61.66 feet; thence North 45° West, 50.50 feet;
thence North 45° East, 36.33 feet; thence North
45° West, 61.66 feet; thence South 45° West 39.08
feet; thence North 45° West, 43.50 feet; thence South
45° West, 18.0 feet; thence North 45° West, 13.09
feet; thence West, 10.90 feet; thence North 16.0
feet; thence West 239.51 feet to the East Right-
of-way line of said State Road A-1-A; thence

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RETURN TO COLEMAN, LEONARD, MORSE AND MORRISON,
100 E. LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

7/10/67

N-12° 44' 00"-E, along said East Right-of-way line, 10.25 feet; thence East, parallel with and 1180 feet North of, as measured at right angles to, the South line of said NW 1/4 of the SE 1/4, to the High Water Line of the Atlantic Ocean; thence Southerly, along said High Water Line, to an intersection with a line parallel with and 980 feet North of, as measured at right angles to, the South line of said NW 1/4 of the SE 1/4; thence West along said line to the Point of Beginning.

which lands are herein called "the land."

2. Definitions. The terms used herein or in the exhibits attached hereto shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

.1 Apartment means unit as defined by the Condominium Act.

.2 Apartment Owner means unit owner as defined by the Condominium Act.

.3 Association means STARLIGHT TOWERS ASSOCIATION, INC., and its successors.

.4 Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

.5 Common Expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association; rental, taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement of the swimming pool, pool deck, recreational improvements, and facilities located upon the land subject to the Ninety-Nine-Year Lease to the Association, a copy of which is attached hereto as Exhibit "E".

(b) Expenses declared common expenses by provisions of this Declaration or the By-Laws.

(c) Any valid charge against the condominium as a whole.

.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

.8 Utility Services as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, airconditioning, garbage and sewage disposal.

3. Development Plan. The condominium is being developed in the following manner:

.1 Survey. A survey of the land is attached as Exhibit "A".

.2 Plans. The improvements to be placed upon the land will be constructed by Developer substantially in accordance with the plans and specifications therefor prepared by Carl A. Petersen, Architect, Pompano Beach, Florida, a portion of which plans are attached hereto as the following exhibits:

- Exhibit B-1 First Floor Plan;
- Exhibit B-2 Typical floor plan for second through fifteenth floors, both inclusive;
- Exhibit B-3 Plot plan showing approximate location of buildings and other improvements to be placed upon the land; together with improvements to be placed upon the lands subject to that certain Ninety-Nine Year Lease, a copy of which is attached hereto as Exhibit E;
- Exhibit B-4 Elevation Plan;
- Exhibit B-5 Typical apartment layout plan.

.3 Amendment of Plans.

(a) This Declaration may be amended by the filing of such additional plans as may be required to adequately describe the improvements of the condominium and in order to show the completion of improvements. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such plans or certificate, when signed and acknowledged by Developer shall constitute an amendment of this Declaration without approval of the Association, apartment owners, or lienors, or mortgagees of apartments, or of the condominium, whether or not elsewhere required for amendment.

(b) Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

(c) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, lienors or mortgagees of apartments, or of the condominium, whether or not elsewhere required for an amendment.

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

.5 Improvements - General Description.

(a) Apartment Building. The condominium will include an apartment building consisting of a first floor and

fourteen additional floors, making a total of fifteen floors. The building will contain One hundred sixteen owners' apartments. The common elements will include a manager's apartment, a recreation room, a lobby and other service facilities.

(b) Other Improvements. The condominium will include gardens and landscaping, automobile parking areas and other facilities located substantially as shown upon said plans, and which will be part of the common elements.

.6 Apartment Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries shall be determined in the following manner:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - the horizontal plane of the lower surfaces of the ceiling slab.

(2) Lower Boundary - the horizontal plane of the upper surfaces of the floor slab.

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

(1) Exterior Building Walls --the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and where there is attached to the building a balcony, terrace, stairway, or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior Building Walls -- the vertical planes of the center line of walls bounding an apartment extended to intersection with each other, with the following exceptions:

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

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

4. The Apartments. The apartments of the condominium are more particularly described and the rights of their owners established as follows:

.1 Typical Apartment Plan. There is a typical apartment floor plan for each apartment. Each of these apartments is generally described as containing a living room with dining area, kitchen, either one or two bedrooms, one or one and one-half bathrooms and a balcony.

.2 Double Apartment Floor Plans. In the event any double apartments are constructed it shall consist of the areas of the two apartments which are combined to make such double apartment.

.3 Apartment Numbers. Each apartment is identified by a number designating the floor upon which the apartment is located, followed by a capital letter indicating the location on the floor of the apartment: "A" indicating an apartment located in the northwest side of the northeast wing of the building; "B" indicating an apartment located in the southeast side of the northeast wing of the building; "C" indicating an apartment located in the northeast side of the southeast wing of the building; "D" indicating an apartment located in the southwest side of the southeast wing of the building; "E" indicating an apartment located in the southeast side of the southwest wing of the building; "F" indicating an apartment located in the northwest side of the southwest wing of the building; "G" indicating an apartment located in the southwest side of the northwest wing of the building; and "H" indicating an apartment located in the northeast side of the northwest wing of the building. The apartments are located as follows:

Four apartments on the first floor, which are numbered 1A, 1B, 1C and 1D.

There are eight apartments on each of the remaining fourteen floors, such floors being numbered 2 through 12, both inclusive, and 14 through 15, both inclusive, there being no floor numbered 13.

.4 Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, including but not limited to the following items, which are appurtenant to the several apartments as indicated:

(a) Common Elements and Common Surplus. The undivided interest in the common elements and common surplus which is appurtenant to each apartment is as follows:

An undivided 1.0256% share each to apartments 2G, 3G, 4G, 5G, 6G, 7G, 8G, 9G, 10G, 11G, 12G, 14G, 15G and 16G (14 apartments)	14.3584%
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An undivided .8416% share each to apartments 1A, 1B, 1C, and 1D (4 apartments)	3.3664%
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An undivided .67% share each to apartments 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 19E, 11E, 12E, 14E, 15E and 16E (14 apartments)	9.3800%
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An undivided .8678% share each to apartments 2A, 2B, 2C, 2D, 2F, 2H, 3A, 3B, 3C, 3D, 3F, 3H, 4A, 4B, 4C, 4D, 4F, 4H, 5A, 5B, 5C, 5D, 5F, 5H, 6A, 6B, 6C, 6D, 6F, 6H, 7A, 7B, 7C, 7D, 7F, 7H, 8A, 8B, 8C, 8D, 8F, 8H, 9A, 9B, 9C, 9D, 9F, 9H, 10A, 10B, 10C, 10D, 10F, 10H, 11A, 11B, 11C, 11D, 11F, 11H, 12A, 12B, 12C, 12D, 12F,	
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12H, 14A, 14B, 14C, 14D, 14F, 14H, 15A, 15B, 15C, 15D, 15F, 15H, 16A, 16B, 16C, 16D, 16F, 16H	(84 apartments)	72.8952%
TOTAL		100.0000%

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

.5 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, each such share being 1/116th of all common expenses except insurance premiums which expense shall be proportioned as described in paragraph 8.4 following herein.

.6 Lessor's Lien on Condominium Parcel. The Lessor under that certain Ninety-Nine Year Lease, a copy of which is attached hereto as Exhibit E, shall have a lien on each condominium parcel for any unpaid portion of any assessment made by the Association for the purpose of permitting the Association to pay rental and taxes on the property subject to said Ninety-Nine Year Lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Broward County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment the owner and the Association shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor, its successors and assigns, and may be enforced by it against the Association and each condominium parcel owner, their heirs, successors, representatives and assigns.

5. Maintenance, Alteration and Improvement. The responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof, shall be as follows:

.1 Apartments.

(a) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

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

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

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

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(c) Alterations and Improvements. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alterations in the portions of an apartment which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all of such work, prepared by an architect licensed to practice in this state, shall be filed with the Association prior to the start of the work.

.2 Common Elements.

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

(b) Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements as provided by the By-Laws. Failure of an owner or owners to approve of an alteration or improvement approved by owners of seventy-five percent (75%) of the common elements shall not relieve such owner or owners of their respective shares of the cost thereof.

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

.1 Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses, as set forth in paragraphs 4.5 above and 8.4 below, and shall share in the common surplus, such share being the same as his undivided share in the common elements.

.2 Interest; Application of Payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due, until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

.3 Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by STARLIGHT TOWERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall be organized and shall fulfill its functions to the following provisions:

.1 Articles of Incorporation. The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit "C".

.2 By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit "D".

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

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

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

.6 Power to Lease Certain Lands. The Association shall have the power to and has entered into a Ninety-Nine-Year Lease to certain lands, as described therein, a copy of which Lease is attached hereto as Exhibit "E". The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association, as Lessee, has obligated itself to pay under said Lease, as common expenses of the condominium, and shall provide therefor in the annual budget of the Association, and each apartment owner shall be liable for a proportionate share thereof, such share being the same as his undivided share in the common elements, except as to the rent itself, for which each apartment owner shall be liable for 1/116th of the total rent due. The provisions of this sub-paragraph shall be con-

strued as a covenant in favor of the Lessor under said Lease, his successors and assigns, and may be enforced by him against the Association and each apartment owner, their heirs, successors, representatives and assigns.

.7 Automobile Parking Spaces. Parking spaces to accommodate one automobile for each apartment. One such parking space shall be assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for one automobile. The initial assignment of each parking space shall be made by the Developer. Subsequent assignments may be made by each apartment owner, or by operation of law, to any other apartment in an exchange of spaces or the sale or transfer of an apartment, provided an apartment always has an assigned parking space. Every assignment and re-assignment of a parking space shall be evidenced by a certificate issued by the Association, and such certificate shall be transferrable only upon the books and records of the Association and not upon the Public Records of Broward County, Florida

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

.1 Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provision shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

.2 Mortgagee Approval. So long as the First Federal Savings and Loan Association of Broward County shall hold a mortgage upon an apartment said mortgagee shall have the right to approve the insurer on all insurance policies covering condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This sub-paragraph shall be construed as a covenant for the benefit of and may be enforced by First Federal Savings and Loan Association of Broward County.

.3 Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

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

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

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

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

.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except in the case of the casualty insurance referred to in paragraph 8.3 above, which shall be proportioned in accordance with the ownership of the common elements as set forth in paragraph 4.4 above.

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

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

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

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

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

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to an apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

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

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

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

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

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

9. Reconstruction or Repair - after Casualty.

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

(a) Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building.

(1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which fifty percent (50%) of the common elements are appurtenances are found by the Board of Directors of the Association to be tenatable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the association to be not tenatable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

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

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

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

.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

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

.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

(a) Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

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

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

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

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

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

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

.1 Apartments. Each of the apartments shall be occupied only by an owner, his servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

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

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

.5 Leasing. After approval by the Association elsewhere required, entire apartments may be rented, provided the

Board approval not required for sale or lease to another apartment owner.

see 11.16

not relevant

occupancy is only by the lessee and his family, his servants and guests. No rooms may be rented, and no parking space may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated.

.6 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium, upon request.

.7 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. Developer also may, prior to an initial sale, lease or rent any apartment owned by it.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

.1 Transfers Subject to Approval.

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

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner. } ?

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

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

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein

shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

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

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

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President and Secretary in recordable form, which at the election of the Association shall be delivered to the lessee or shall be recorded in the public records of Broward County, Florida, at the expense of the lessee.

(3) Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a Certificate executed by the President and Secretary in recordable form and shall be delivered

to the apartment owner and shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association.

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

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

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

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

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

(c) Gifts; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then

within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval as elsewhere provided, which shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association, or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

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

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, the By-Laws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

.3 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise this Declaration of Condominium may be amended in the following manner:

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

.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

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

(b) not less than eighty percent (80%) of the votes of the entire membership of the Association; or

(c) until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any

apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association and apartment owners under that certain Ninety-Nine-Year Lease, a copy of which is attached hereto as Exhibit "E", unless the record owners of the fee simple title to the lands subject thereto and the Lessor thereunder shall join in the execution of the amendment.

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

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

.1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

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

(b) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration

Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the public records of Broward County, Florida.

.4 Shares of Owners after Termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants-in-common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

.5 Amendment. This section concerning termination can not be amended without consent of all apartment owners and of all record owners of mortgages upon apartments.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, Sealed and Delivered in the presence of:

STARLIGHT CORP.

William A. Morse
Louise S. Gill

By: [Signature] President

Attest: [Signature] Secretary



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL as President and

Secretary, respectively, of STARLIGHT CORP. and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, State and County aforesaid, on this 29th day of November, 1967.

Lucine S. Gill

Notary Public
My Commission Expires:



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

CERTIFICATE

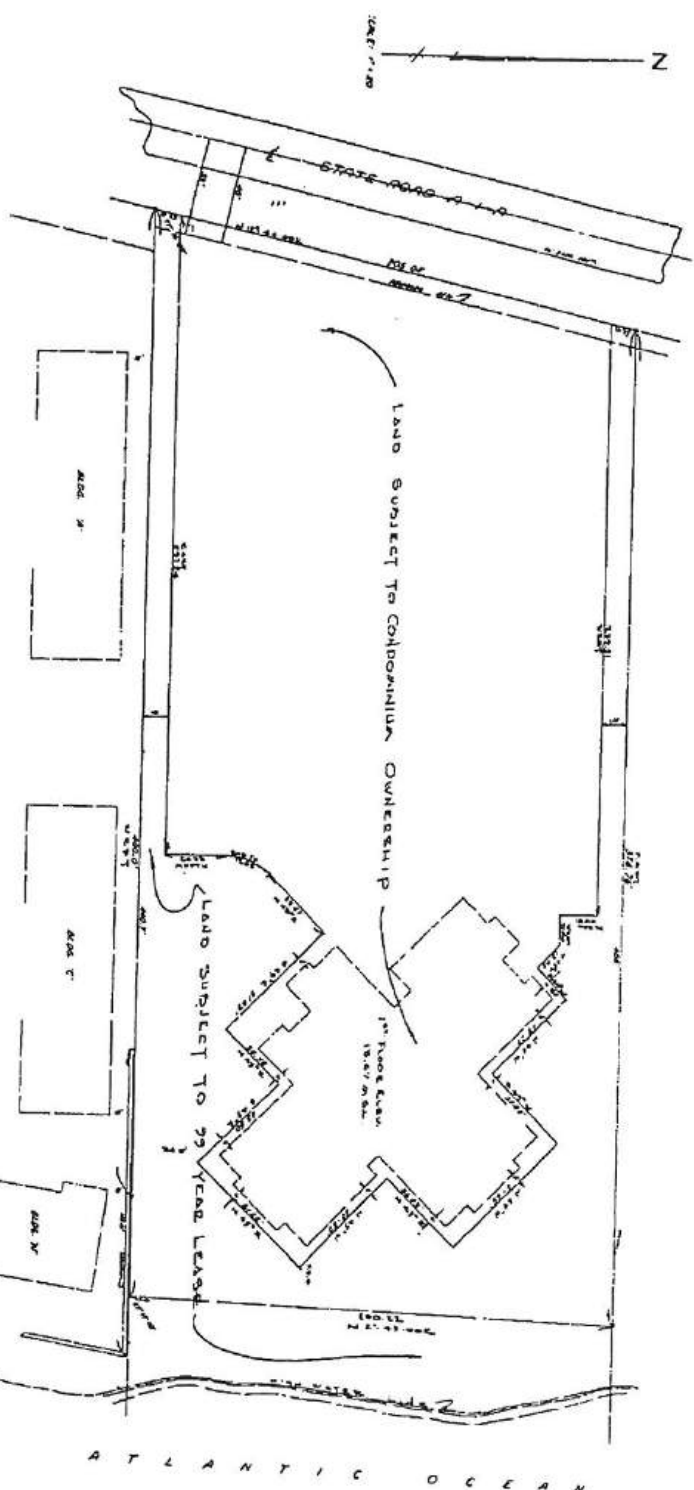
I, CARL A. PETERSEN, architect, 3220 Northeast 14th Street, Pompano Beach, Florida, certify that the Declaration of Condominium of "STARLIGHT TOWERS, A CONDOMINIUM," together with the survey attached thereto as Exhibit "A" and portions of the building plans attached thereto as Exhibits B-1 through B-5, both inclusive, provide a correct representation of the improvements described in said Declaration of Condominium, and that there can be determined therefrom the identification, location, dimensions, and size of the common elements and of each apartment of STARLIGHT TOWERS, a condominium, located in Broward County, Florida.

DATED: November 29, 1967.


CARL A. PETERSEN

NOTES:

1. The site plan shows the layout of the proposed development. The site is bounded on the north by State Road No. 1, on the east by the Atlantic Ocean, on the south by the proposed 1st Phase Lane, and on the west by the proposed 2nd Phase Lane. The site is divided into three lots, Lot A, Lot B, and Lot C. Lot A is 100 feet wide and 200 feet deep. Lot B is 100 feet wide and 200 feet deep. Lot C is 100 feet wide and 200 feet deep.



NOTES:

1. The site plan shows the layout of the proposed development. The site is bounded on the north by State Road No. 1, on the east by the Atlantic Ocean, on the south by the proposed 1st Phase Lane, and on the west by the proposed 2nd Phase Lane. The site is divided into three lots, Lot A, Lot B, and Lot C. Lot A is 100 feet wide and 200 feet deep. Lot B is 100 feet wide and 200 feet deep. Lot C is 100 feet wide and 200 feet deep.

NOTES:

1. The site plan shows the layout of the proposed development. The site is bounded on the north by State Road No. 1, on the east by the Atlantic Ocean, on the south by the proposed 1st Phase Lane, and on the west by the proposed 2nd Phase Lane. The site is divided into three lots, Lot A, Lot B, and Lot C. Lot A is 100 feet wide and 200 feet deep. Lot B is 100 feet wide and 200 feet deep. Lot C is 100 feet wide and 200 feet deep.

DATE: 1/10/68
 BY: [Signature]

OWNER	DEVELOPER	DATE
STATE OF FLORIDA	STATE OF FLORIDA	1/10/68
PROJECT NAME	ADDRESS	CITY
117 UNIT APARTMENT BLDG	117 UNIT APARTMENT BLDG	117 UNIT APARTMENT BLDG
ADDRESS	CITY	STATE

Exhibit A

FIRST JOIR

FIRST JOIR PLAN

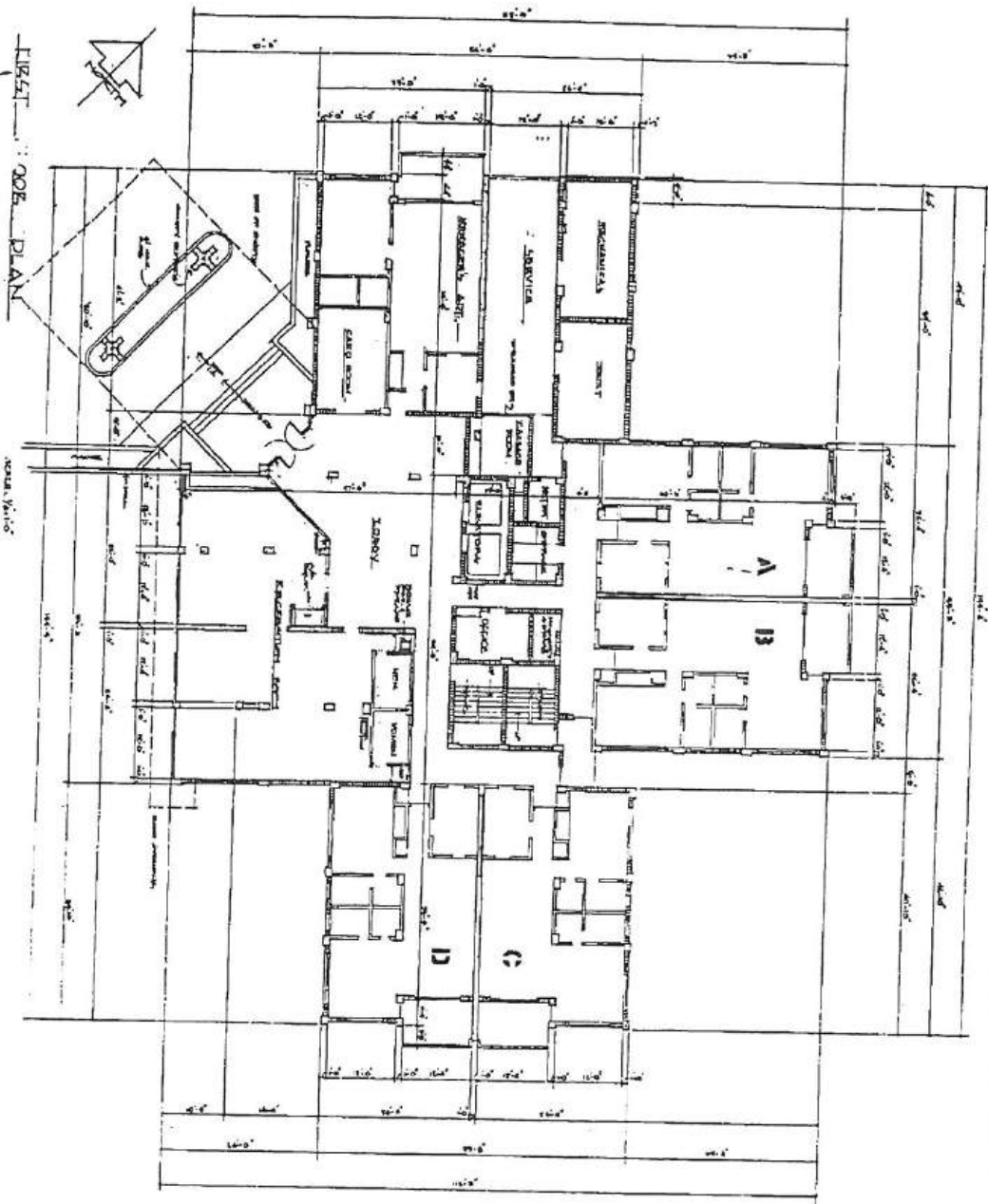


Exhibit B-1

10/2/50
10/2/50

TYPICAL FLOOR

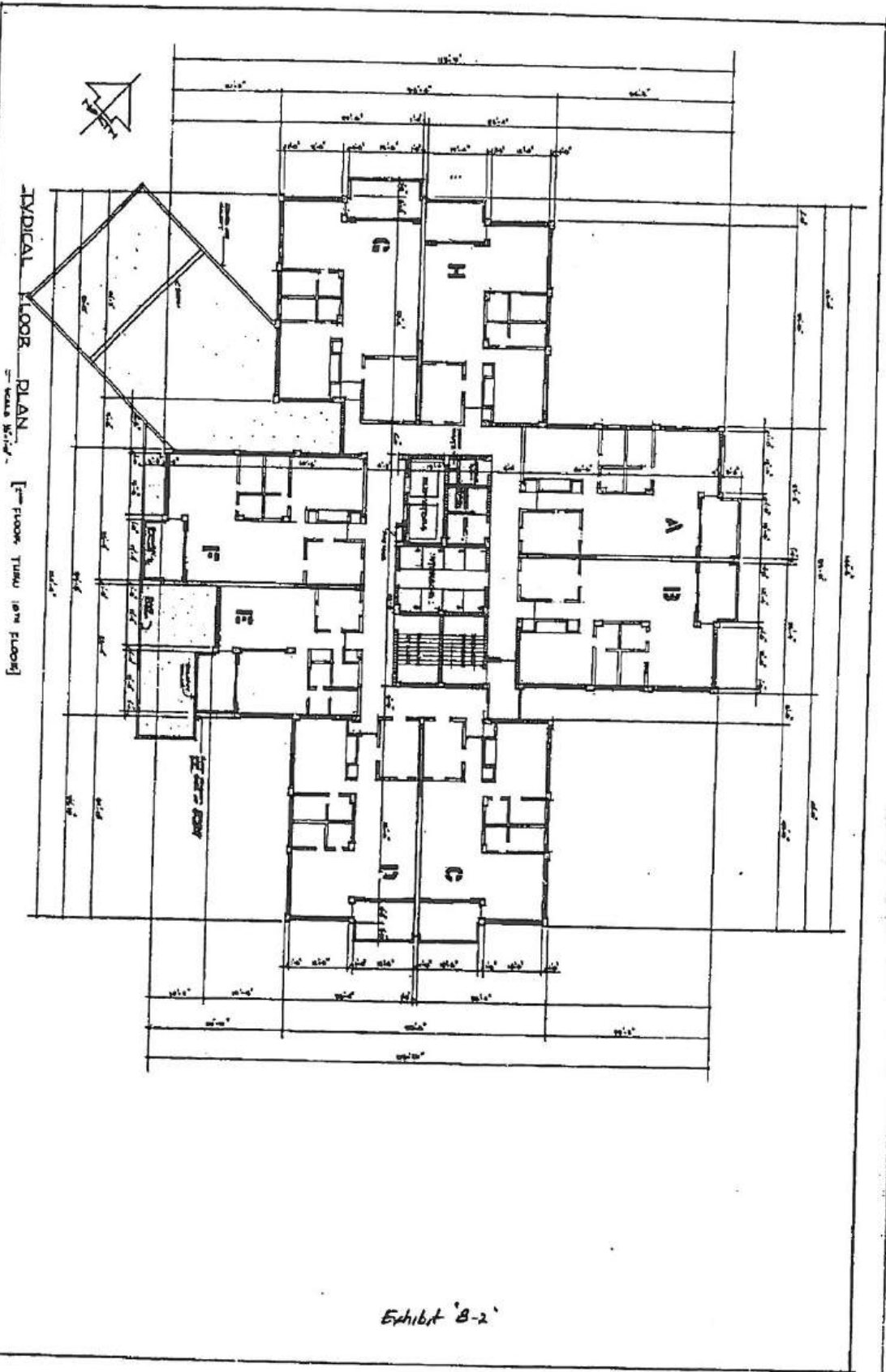


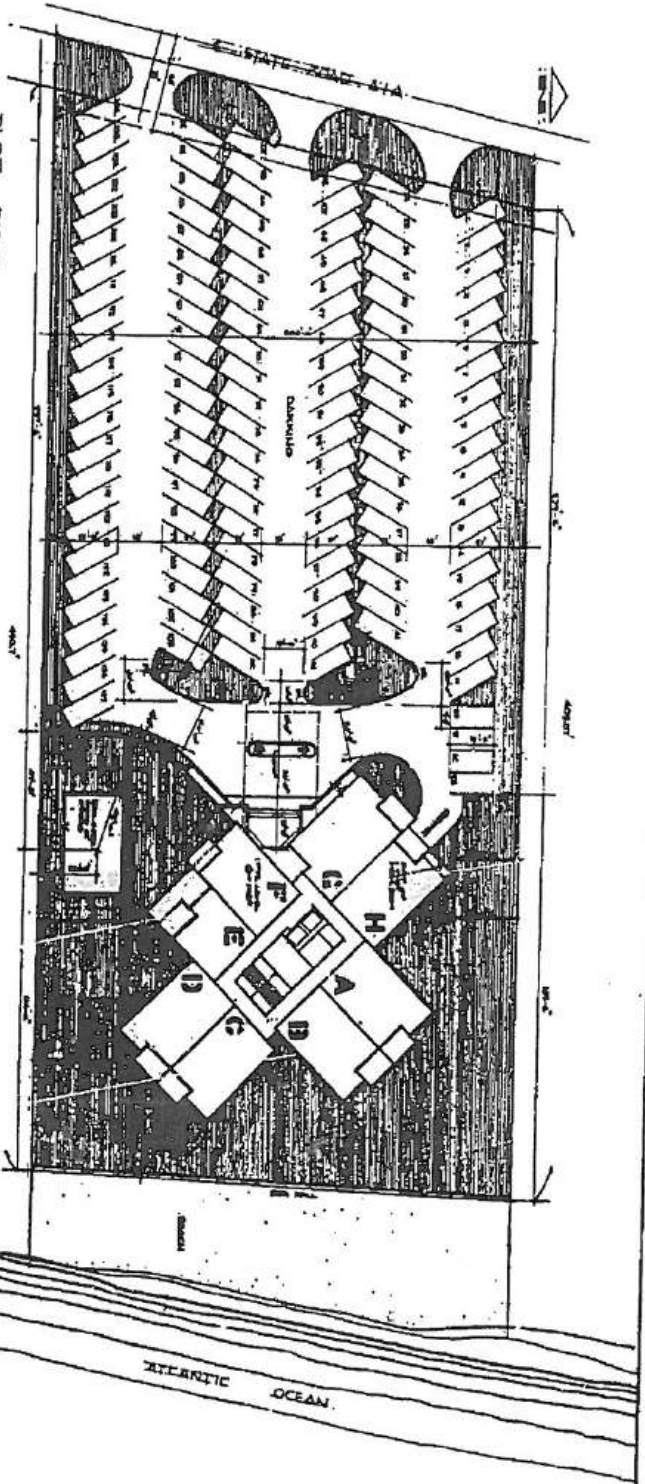
Exhibit B-2

OKO 1751
1/21/51

PILOT PLAN

LEGAL DESCRIPTION:
 500' of right and use of 1/2 sec 14 and 1/2 sec 15
 Township 20N, Range 11E, T10N R11E

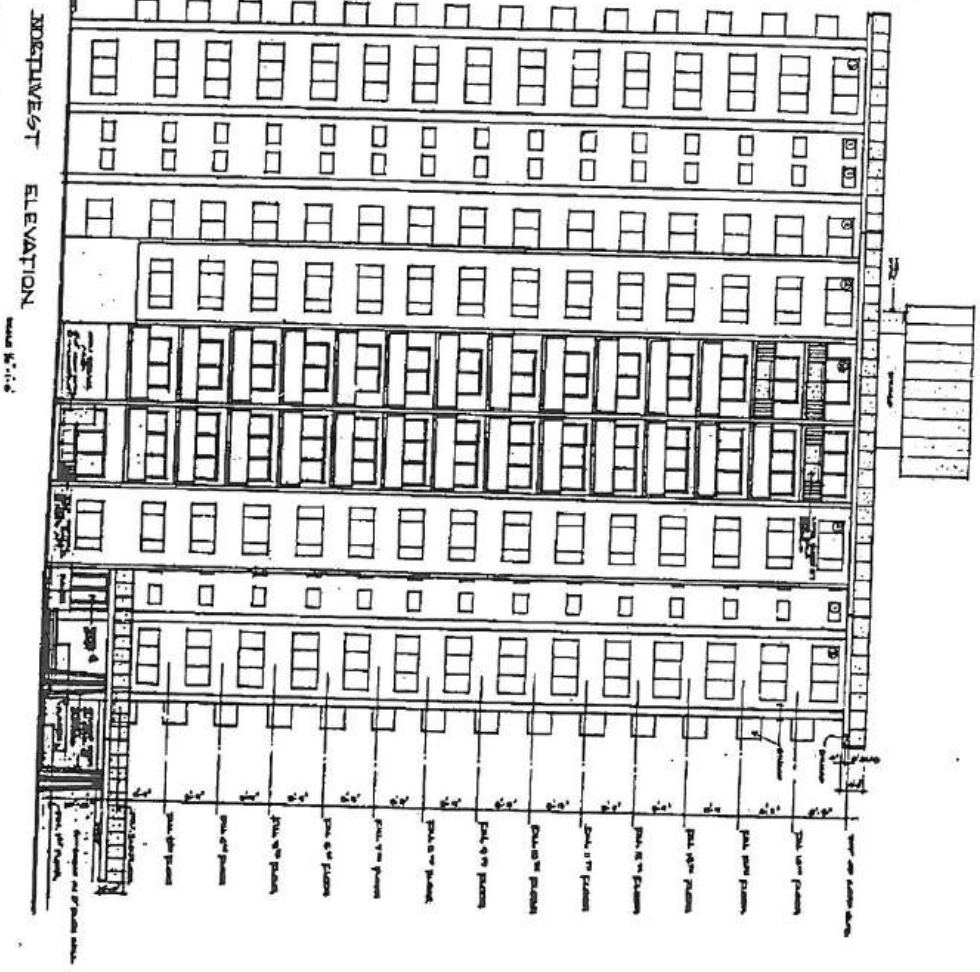
PILOT PLAN



PROJECT	APARTMENT
OWNER	AMERICAN HOTEL & TOURS INC.
DESIGNER	AMERICAN HOTEL & TOURS INC.
DATE	1968
DRAWN BY	AMERICAN HOTEL & TOURS INC.
CHECKED BY	AMERICAN HOTEL & TOURS INC.
SCALE	1" = 10'
NOTES	

Exhibit 'B-3'

ELEVATION



NOV 27 1967

A.C.P.
Architectural Corporation of Philadelphia

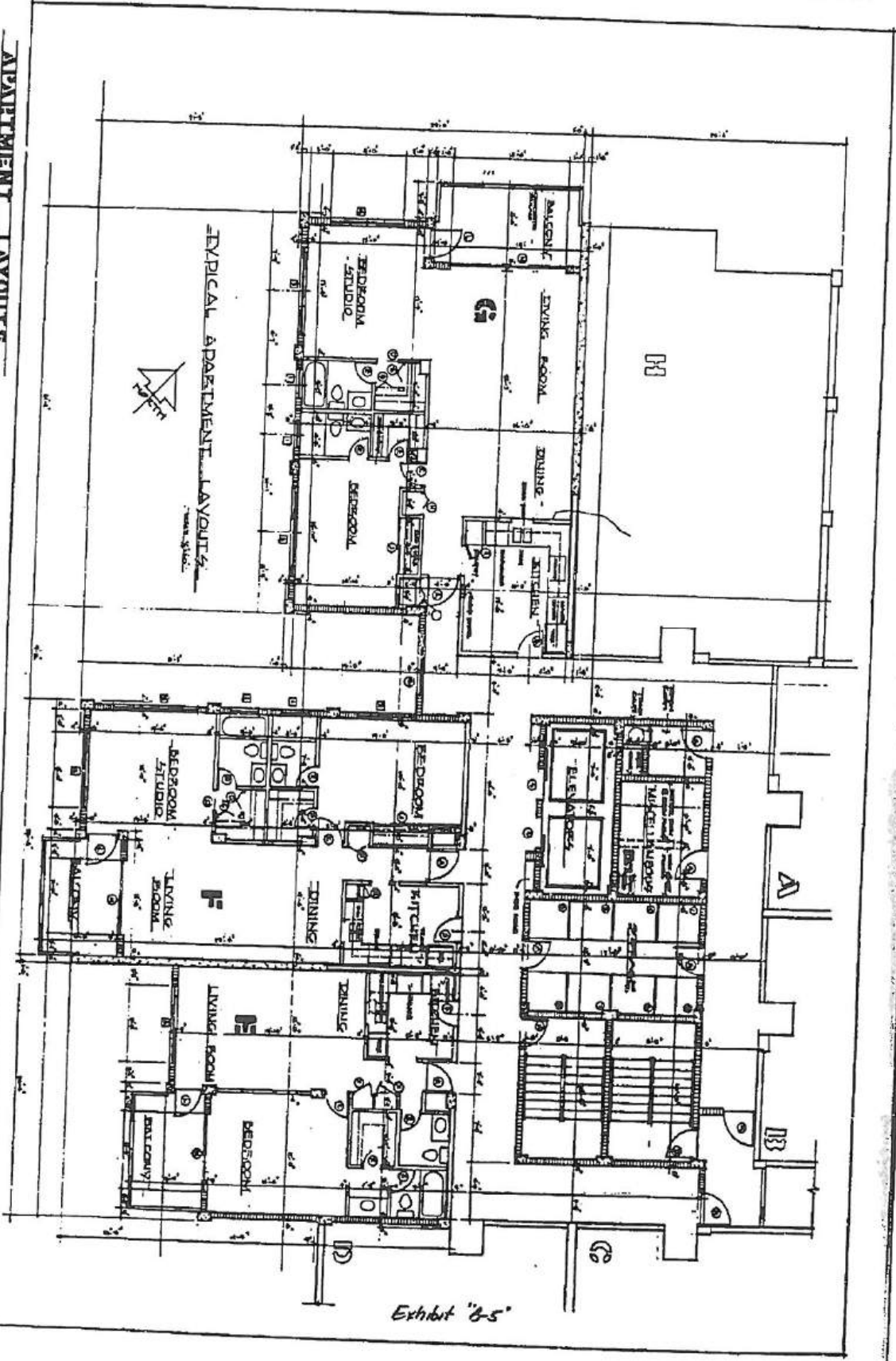
1. This is a preliminary drawing. It is intended to show the general appearance of the building and to indicate the location of the principal features. It is not intended to be a final drawing and should not be used for construction purposes without the approval of the architect.

2. The building is shown in plan view. The dimensions are given in feet and inches. The scale is 1/4" = 1'-0".

Exhibit "B-4"

PHILADELPHIA
NOV 27 1967

APARTMENT LAYOUTS



PROJ. 731
DATE 1/1/58

Exhibit '85'

ARTICLES OF INCORPORATION
OF
STARLIGHT TOWERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1965, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be STARLIGHT TOWERS ASSOCIATION, INC. For convenience the corporation shall herein be referred to as the Association.

ARTICLE II

PURPOSE

1. The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12 of the Condominium Act, which is Chapter 711, Florida Statutes 1965, for the operation of Starlight Towers, a condominium, located upon the following lands in Broward County, Florida:

The North 200 feet of the South 1180 feet of the NW 1/4 of the SE 1/4 of Section 7, Township 49 South, Range 43 East, Broward County, Florida, lying East of State Road A-1-A as now constructed and in use, less the following described property:

Beginning at the intersection of the North line of the South 980 feet and the East Right-of-way line of State Road A-1-A, said Right-of-way line being further described as being 33 feet East of and parallel to the centerline of said State Road A-1-A; thence N-12° 44' 00" - E, on an assumed bearing, along said East Right-of-way line, 10.25 feet; thence East, parallel with the South line of the NW 1/4 of the SE 1/4 of said Section 7, 257.24 feet; thence North, 24.23 feet to a point of curve; thence Northerly and Easterly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 19.63 feet, thence N-45° East, 33.67 feet; thence S-45° East, 57.67 feet; thence North 45° East, 30.50 feet; thence South 45° East, 43.50 feet; thence North 45° East, 61.66 feet; thence North 45° West, 50.50 feet; thence North 45° East, 36.33 feet; thence North 45° West, 61.66 feet, thence South 45° West 39.08 feet; thence North 45° West, 43.50 feet; thence South 45° West, 18.0 feet; thence North 45° West, 13.09 feet; thence West, 10.90 feet; thence North 16.0 feet; thence West 239.51 feet to the East Right-of-way line of said State Road A-1-A; thence N-12° 44' 00" - E, along said East Right-of-way line, 10.25 feet; thence East, parallel with and 1180 feet North of, as measured at right angles to, the South line of said NW 1/4 of the

EXHIBIT "C"

SE 1/4, to the High Water Line of the Atlantic Ocean; thence Southerly, along said High Water Line, to an intersection with a line parallel with and 980 feet North of, as measured at right angles to, the South line of said NW 1/4 of the SE 1/4; thence West, along said line to the Point of Beginning.

2. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

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

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 these Articles.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in the Declaration thereof and as it may be amended from time to time, including but not limited to the following:

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

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

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

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

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

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease the same.

(k) To employ personnel to perform the services required for proper operation of the condominium.

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

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

ARTICLE IV

MEMBERS

1. The members of the Association shall consist of all of the record owners of Apartments.

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

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

4. The members of the Association shall be entitled to at least one vote for each apartment owned by them. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a board consisting of the number of directors as shall be determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors.

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

3. The first election of directors shall not be held until after all of the apartments of the condominium have been sold by the developer, or until after December 31, 1970, or until developer elects to terminate its control of the condominium, whichever shall first occur. The directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

Robert R. Trachsel 2800 East Oakland Park Boulevard
Fort Lauderdale, Florida

Kenneth E. Behring 2800 East Oakland Park Boulevard
Fort Lauderdale, Florida

Richard J. Bienema 2800 East Oakland Park Boulevard
Fort Lauderdale, Florida

ARTICLE VI

OFFICERS

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

President: Kenneth E. Behring
2800 East Oakland Park Boulevard
Fort Lauderdale, Florida

Vice President and
Assistant Secretary: Richard J. Bienema
2800 East Oakland Park Boulevard
Fort Lauderdale, Florida

Secretary-Treasurer: Robert R. Trachsel
2800 East Oakland Park Boulevard
Fort Lauderdale, Florida

ARTICLE VII

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

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

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

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

2. A resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) such approvals must be not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3 of Article III, without approval in writing by all members.

4. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Broward County, Florida.

ARTICLE X

TERM

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

ARTICLE XI

SUBSCRIBERS

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

Kenneth E. Behring	2800 East Oakland Park Boulevard Port Lauderdale, Florida
Richard J. Bienema	2800 East Oakland Park Boulevard Port Lauderdale, Florida
Robert R. Trachsel	2800 East Oakland Park Boulevard Port Lauderdale, Florida

IN WITNESS WHEREOF the subscribers have hereto affixed their signatures this NOVEMBER 29th, 1967.

15/ KENNETH E. BEHRING
Kenneth E. Behring

15/ RICHARD J. BIENEMA
Richard J. Bienema

15/ ROBERT R. TRACHSEL
Robert R. Trachsel

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
KENNETH E. BEHRING, RICHARD J. BIENEMA and ROBERT R. TRACHSIL,
who, after being duly sworn, acknowledged that they executed
the foregoing Articles of Incorporation for the purposes therein
expressed, this NOVEMBER 27th, 1967.

LS LOUISE S. GILL
Notary Public
State of Florida at Large

My Commission Expires:

4/9/71

B Y - L A W S

of

STARLIGHT TOWERS ASSOCIATION, INC.

a corporation not for
profit under the laws
of the State of Florida

1. Identity. These are the By-Laws of the Starlight Towers Association, Inc., herein called Association, a corporation not for profit under the laws of the State of Florida, the Article of Incorporation of which were filed in the office of the Secretary of State on NOVEMBER 27th, 1967. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1965, herein called the Condominium Act, which condominium is identified by the name STARLIGHT TOWERS and is located upon the following lands in Broward County, Florida:

The North 200 feet of the South 1180 feet of the NW 1/4 of the SE 1/4 of Section 7, Township 49 South, Range 43 East, Broward County, Florida, lying East of State Road A-1-A as now constructed and in use, less the following described property:

Beginning at the intersection of the North line of the South 980 feet and the East Right-of-way line of State Road A-1-A, said Right-of-way line being further described as being 33 feet East of and parallel to the centerline of said State Road A-1-A, thence N-12° 44' 00" - E, on an assumed bearing, along said East Right-of-way line, 10.25 feet; thence East, parallel with the South line of the NW 1/4 of the SE 1/4 of said Section 7, 257.24 feet; thence North, 24.23 feet to a point of curve; thence Northerly and Easterly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 19.63 feet; thence N-45° East, 33.67 feet; thence S-45° East, 57.67 feet; thence North 45° East, 30.50 feet; thence South 45° East, 43.50 feet; thence North 45° East, 61.66 feet; thence North 45° West, 50.50 feet; thence North 45° East, 36.33 feet; thence North 45° West, 61.66 feet; thence South 45° West 39.08 feet; thence North 45° West, 43.50 feet; thence South 45° West, 18.0 feet; thence North 45° West, 13.09 feet; thence West, 10.90 feet; thence North 16.0 feet; thence West 239.51 feet to the East Right-of-way line of said State Road A-1-A; thence N-12° 44' 00" - E, along said East Right-of-way line, 10.25 feet; thence East, parallel with and 1180 feet North of, as measured at right angles to, the South line of said NW 1/4 of the SE 1/4, to the High Water Line of the Atlantic Ocean; thence Southerly, along said High Water

EXHIBIT "D"

Line, to an intersection with a line parallel with and 980 feet North of, as measured at right angles to, the South line of said N $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West, along said line to the Point of Beginning.

.1 The office of the Association shall be at Starlight Towers, a condominium, 6000 North Atlantic Boulevard, Fort Lauderdale, Florida.

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

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' meetings.

.1 The annual members' meeting shall be held at the office of the corporation at eight o'clock P. M., Eastern Standard Time, on the first Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday.

.2 Special members' meetings, shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

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

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approved by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

.5 Voting.

(a) In any meeting of members the owners of apartments shall be entitled to cast one vote each for each of the respective

apartments set forth in the schedule which are owned unless the decision to be made is elsewhere required to be by the owner of a stated percentage of the common elements.

(b) If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

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

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

- (a) Election of chairman of meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notices of meeting or waiver of notices.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

.9 Proviso. Provided, however, that until the Developer of the condominium has completed the improvements and closed the sales of all of the apartments of the condominium or until December 31, 1970, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3 Directors.

.1 Membership The affairs of the Association shall be managed by a board of not less than three nor more than nine directors, the exact number to be determined at the time of election.

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

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

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors. } }

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the developer of the condominium has completed all of the contemplated improvements and the sales of all of the apartments of the condominium, or until December 31, 1970, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

.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.

.4 The organization 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 organization meeting shall be necessary providing a quorum shall be present.

.5 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 the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

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

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

.8 A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

.9 Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time 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.

.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

.12 The order of business at directors' meetings shall be

- (a) Calling the roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

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

4. Powers and duties of the board of directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

5. Officers.

.1 The executive officers of the corporation shall be a President, who shall be a director, a Vice President who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

Removal of officer by Board of Directors (Sect. 5.1)

.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 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.

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

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

718.111 requires all votes + names to be recorded + number of vote of each director.

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

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

Section 5.1

Rev

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

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

(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

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

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

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

.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this amount for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures in additional improvements or additional personal property which shall be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$3,000 shall be expended for a single item or purpose without approval of the members of the Association.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until the developer

of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium or until December 31, 1970, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves.

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

.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in two equal payments on the first day of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annually payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors if the items of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the membership of the Association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the board of directors of the Association.

.4 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than 10 days after delivery thereof to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

.5 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association may require in the notice of assessment.

.6 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 moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy

of the report shall be furnished to each member not later than March 1 of the year following the year for which the report is made.

.8 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

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

8. Amendments. These By-Laws may be amended in the following manner:

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

.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either

(a) not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association; or

(c) until the first election of directors, by all of the directors.

.3 proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

.4 Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Broward County, Florida.

The foregoing were adopted as the By-Laws of STARLIGHT TOWERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on NOVEMBER 29th 1967.

Approved:

/s/ ROBERT R. TRASCHER
Robert R. Trachsel, Secretary

/s/ KENNETH E. BEHRING
Kenneth E. Behring, President

LEASE

THIS LEASE, made and entered into this 29th day of NOVEMBER, 1967, by and between BEHRING PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Lessor" and STARLIGHT TOWERS ASSOCIATION, INC., a nonprofit Florida corporation, hereinafter referred to as "Lessee".

WITNESSETH:

THAT in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto and the payment of the rental hereinafter designated to be paid by Lessee in accordance with the provisions of this Lease, Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto said Lessee, its successors and assigns, the following described property situate, lying and being in Broward County, Florida, to-wit:

A portion of the North 200 feet of the South 1180 feet of the NW 1/4 of the SE 1/4 of Section 7, Township 49 South, Range 43 East, Broward County, Florida, lying East of State Road A-1-A, as now constructed and in use, being more particularly described as follows:

Beginning at the intersection of the North line of the South 980 feet and the East Right-of-way line of State Road A-1-A, said Right-of-way line being further described as being 33 feet East of and parallel to the centerline of said State Road A-1-A; thence N-12° 44' 00" - E, on an assumed bearing, along said East Right-of-way line, 10.25 feet; thence East, parallel with the South line of the NW 1/4 of the SE 1/4 of said Section 7, 257.24 feet; thence North, 24.23 feet to a point of curve; thence Northerly and Easterly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 19.63 feet; thence N-45° East, 33.67 feet; thence S-45° East, 57.67 feet; thence North 45° East, 30.50 feet; thence South 45° East, 43.50 feet; thence North 45° East, 61.66 feet; thence North 45° West, 50.50 feet; thence North 45° East, 36.33 feet; thence North 45° West, 61.66 feet; thence South 45° West 39.08 feet; thence North 45° West, 43.50 feet; thence South 45° West, 18.0 feet; thence North 45° West, 13.09 feet; thence West, 10.90 feet; thence North 16.0 feet; thence West 239.51 feet to the East Right-of-way line of said State Road A-1-A; thence N-12° 44' 00" - E, along said East Right-of-way line, 10.25 feet; thence East, parallel with

EXHIBIT "E"

and 1180 feet North of, as measured at right angles to, the South line of said NW 1/4 of the SE 1/4, to the High Water Line of the Atlantic Ocean; thence Southerly, along said High Water Line, to an intersection with a line parallel with and 980 feet North of, as measured at right angles to, the South line of said NW 1/4 of the SE 1/4; thence West, along said line to the Point of Beginning.

To have and to hold the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due the Lessor by Lessee herein) unto said Lessee for the term of ninety-nine years beginning on the first day of November, 1967 and ending on the 31st day of October, 2066, unless terminated prior to said date in accordance with the terms and conditions hereof.

1. TERM: The term of this Lease shall begin on the 1st day of November, 1967, and shall run for a period of ninety-nine years, ending on the 31st day of October, 2066, unless terminated prior to said date in accordance with the terms and conditions hereof.

2. POSSESSION: Possession shall be delivered to the Lessee on the 1st day of November, 1967, and Lessee shall be entitled to peaceful possession of the same so long as Lessee is not in default under the terms of this Lease. At the expiration of said term, possession of said property shall be redelivered by Lessee to Lessor.

3. TITLE: Lessor covenants that it is the owner of the fee simple title to the demised real property and that said real property is free and clear of all liens and encumbrances except for the following:

A. Real estate taxes, and all other levies, assessments and taxes against the above described real property, if any, for the year 1967;

B. Restrictions and easements of record, if any;
and

C. Applicable zoning ordinances; and

D. Any mortgage of record given by Lessor or assumed by Lessor, which said mortgage, if any, the Lessor expressly agrees to pay and keep free from default so long as the Lessee is in good standing hereunder.

4. RENTAL: The Lessee covenants and agrees to pay to Lessor, as the minimum rent due hereunder, the following sums payable in current legal tender of the United States of America, to-wit:

A. For the period beginning November 1, 1967, and ending October 31, 1968, the sum of \$100.00 payable November 1, 1967.

B. For the period beginning November 1, 1968 and ending December 31, 1968, the sum of \$6,616.00, payable in equal installments of \$3,308.00 each, the first installment to be due on November 1, 1968, and the second installment to be due on the 1st day of December, 1968.

C. For each calendar year period beginning with the calendar year 1969, and continuing through the calendar year 2065, the sum of \$39,696.00 per annum payable during each year in equal installments of \$3,308.00 each, the first installment to be due and payable on the 1st day of January in each year, and each subsequent installment to be due and payable on the 1st day of each and every calendar month thereafter.

D. For the period beginning January 1, 2066 and ending October 31, 2066, the sum of \$33,080.00, payable in equal installments of \$3,308.00 each, the first installment to be due on January 1, 2066, and each subsequent installment to be due on the 1st day of each month thereafter through the last payment due October 1, 2066.

In addition to the minimum rental specified above, the Lessee agrees to pay to the Lessor as additional rent hereunder, in equal monthly installments, which are to be added

to the installments of minimum rent paid during each year, the additional sum, if any, determined in accordance with the provisions of Article 29 hereunder.

The rent due hereunder, meaning the minimum rent, plus any increases thereof as may be required pursuant to Article 29, shall be and constitute net rent to the Lessor and is in addition to the payment of real estate taxes, assessments, insurance premiums, maintenance expense or other expense to which the Lessee may be put, and has agreed to pay, in accordance with the terms, provisions and conditions of this lease, and no deductions for the foregoing shall be made from the said installments of rent.

5. FIRE, WINDSTORM AND OTHER CASUALTY INSURANCE: Lessee hereby covenants and agrees with Lessor that it will at all times during the term of this Lease, keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the demised premises, in good and responsible insurance companies authorized to do business in the State of Florida, satisfactory to and approved by Lessor, who agrees not to withhold its approval of any companies designated by Lessee arbitrarily or unreasonably, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, or the use of any boiler situated upon said premises, in an amount that would be sufficient to prevent coinsurance on the part of Lessor or Lessee; provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against coinsurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to Lessor and Lessee. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to Lessor and Lessee. Said sum so paid shall be deposited in the joint account of Lessor and Lessee in a bank in Broward

County, Florida, designated by Lessor, and shall be available to Lessee for the reconstruction or repair, as the case may be, of the building, damaged or destroyed by fire, windstorm, or other casualty for which insurance money shall be payable and shall be by Lessor and Lessee paid from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction; provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any building damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash. And Lessee covenants and agrees that in the event of the destruction or damage of the said building or improvements on said premises, or any part thereof, and as often as any building or improvements on said premises shall be destroyed or damaged, by fire, windstorm, or other casualty, Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to Lessee. Construction of such rebuilding and/or repairs shall be of the same general character and equal value as the buildings and improvements upon the demised property prior to such damage or destruction. Lessee shall at its expense, furnish Lessor with a performance and payment bond executed by a surety company authorized to do business in the State of Florida, to assure the completion of and payment for such rebuilding and/or repair.

If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Lessee, or Lessee's contractor, then the time of completion beyond the said six (6)

month period shall be extended for such reasonable time as may be required to effect completion of said construction.

If at any time while the joint account herein provided for contains any of the proceeds of insurance, Lessee is in default of this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure Lessee's default. In the event there shall remain any excess of money received from insurance remaining in the joint account after the completion of such reconstruction and repair of such building or buildings, and if at such time there be no default on the part of Lessee in the conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

The policy or policies of insurance maintained pursuant to this Article 5 shall be paid for by Lessee who shall deliver the original policy or policies to Lessor for safe keeping hereunder.

6. LIABILITY INSURANCE: The Lessee covenants and agrees that it will, at all times, save and keep Lessor harmless from any and all damages and liability occasioned by the use of the demised premises and shall indemnify and keep harmless Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building, swimming pool, or other improvements thereon, and out of any accident causing injury to any person or property whomever and whatsoever and due directly to the use or occupancy of said premises, including the approaches, sidewalks and appurtenances thereof and thereto, and Lessee covenants and agrees to provide at Lessee's expense, policies of insurance generally known as public liability policies and/or owners', landlords' and tenants' liability policies, insuring Lessee and Lessor against all claims and damages made by any person or persons whomever, for injuries received in connection with the operation and maintenance of the improvements and building located upon

the demised premises, including the approaches, sidewalks and appurtenances thereto and thereof, to the extent of not less than \$500,000.00 to cover claim or damage from any single or specific cause to any one (1) person and to the extent of not less than \$500,000.00 to cover in connection with any one (1) particular accident or occurrence, the total aggregate of claims that may arise or be claimed to have arisen against Lessor or Lessee. Said policy or policies above specified shall be maintained in companies satisfactory to and approved by Lessor, and original policies shall be delivered to Lessor for safe keeping.

7. MAINTENANCE AND REPAIR OF PROPERTY: Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, swimming pool, fixtures and improvements which may at any time be situated during the term of this Lease on the demised premises and all appurtenances thereunto belonging or appertaining, including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain said premises and improvements thereon, as well as the sidewalks, approaches and appurtenances in front of and around such buildings, building and swimming pool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof and the statutes and the laws of the State of Florida and the United States of America and of any lawful authority applicable to and affecting the same and will protect and indemnify forever, save and keep harmless Lessor from and against any loss, cost, damage and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations in this Lease contained or occasioned or arising by or out of any accident or injury

or damage to any persons whomsoever or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches and appurtenances adjoining the same by Lessee or any person or persons occupying, holding or claiming by, through or under Lessee.

It is contemplated between Lessor and Lessee that the Lessee shall have full and complete and exclusive control and possession of the leased premises, and, therefore, Lessee shall except to the extent hereinafter expressly provided, be exclusively responsible and liable to any third parties by reason of any damage or personal injury of any kind sustained by them upon the premises or occasioned by any acts of Lessee or by any breach or default of the Lessee.

8. DAMAGE OR DESTRUCTION OF BUILDINGS: The parties agree and covenant that damage to or destruction of the buildings or any portions thereof on the demised premises at any time by fire, hurricane or act of God shall not work a termination of this Lease or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises, or any part thereof, and shall not release Lessee in any way from its liability to pay to Lessor the rent provided for herein or from any of the agreements, covenants, and conditions of this Indenture. In the event of loss, destruction or damage to the building or buildings now located or hereafter erected upon the demised premises, Lessee agrees and covenants to rebuild or restore a like building or buildings and improvements of equal value and quality to the ones destroyed, injured or damaged as often as such destruction or damage may occur.

9. TAXES: The Lessee covenants and agrees with Lessor that Lessee will cause to have promptly paid, in addition to the rents provided to be paid under this Lease, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the

term hereof demised by any and all taxing authorities, including all taxes, charges, assessments, and in general, all taxes, tax liens in the nature of taxes which may be assessed against the demised premises and against the building, fixtures, improvements thereon or which may hereafter be placed thereon, including all taxes which are or may be assessed by any governmental authority including but not limited to the city, state, county, national, special drainage, school or other taxing districts or otherwise and specifically including any tax which may be levied against the use of the land by any such taxing authorities, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay the same as such installments fall due.

Nothing in this Article contained shall obligate Lessee to pay any income, inheritance, estate or succession tax, or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against Lessor with respect to the rent derived from this Lease or Lessor's ownership of the demised premises.

The parties understand and agree that Lessee shall pay the taxes and other charges as enumerated in this numbered paragraph and shall deliver official receipts evidencing such payment to Lessor at the same place as has been designated by Lessor as the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least forty-five (45) days before the said taxes would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, Lessee desires to contest the validity of any tax or tax claims, Lessee may do so without being in default

hereunder as to its obligation to pay taxes; provided, Lessee gives Lessor written notice of its intention to do so and furnishes Lessor with a cash bond in one and one-half (1-1/2) times the amount of the tax item or items to be contested, conditioned to pay the tax item or items when the validity thereof finally has been determined, which said written notice and bond shall be given by Lessee to Lessor not later than a date which is forty-five (45) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of Lessee to pay taxes or other charges as enumerated in this numbered paragraph and furnish the receipts thereof, or to furnish the written notice and bond herein referred to not later than forty-five (45) days before the said tax or taxes or any item of them would become delinquent, shall constitute Lessee in default under this Lease at Lessor's option as hereinafter set forth.

Notwithstanding the provisions hereinabove set forth, when Lessee has paid the taxes assessed for the year 1967, and provided that this Lease is then current and in good standing, the Lessor shall reimburse Lessee for two-twelfths (2/12ths) of the November discount amount of such taxes, payable upon demand and presentation of paid tax bills to Lessor.

10. UTILITY CHARGES: Lessee agrees and covenants to pay all charges for utilities supplied to the demised premises, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, if any, and any other type of utility or any other type of service charge.

11. COMPLIANCE WITH REGULATIONS OR PUBLIC BODIES: Lessee covenants and agrees that it will, at its own expense, make such improvements on the demised premises and perform such acts and do such things as shall be lawfully required by any

public body having jurisdiction over same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public.

12. LAWFUL USE OF PREMISES: Lessee covenants and agrees that during the term hereof it will conform to and observe all ordinances, rules, laws and regulations of Broward County and of any municipality which may acquire jurisdiction over the leased premises and the United States of America, and all public authorities and boards of officers relating to said premises, or improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation; provided that a violation of this section shall operate as a breach of this Lease only in the event that the property herein described shall be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such condition or has failed to take reasonable steps to obtain such abatement within fifteen (15) days after such closing. In the event of such failure on the part of Lessee, and the exercise of Lessor's option to treat the same as a breach of this Lease, such breach and the right to terminate shall exist only after the expiration of fifteen (15) days written notice and demand for the abatement of such condition.

13. INSPECTION OF PREMISES: Lessee agrees and covenants that Lessor, or its agent, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Indenture.

14. LIENS CREATED BY LESSEE: Lessee covenants and agrees

that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor in and to the land covered by this Lease 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 Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor upon the leased premises. All persons contracting with Lessee for furnishing materials or labor to Lessee or its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

Prior to the demolition by Lessee of any improvements located on the demised premises and prior to the commencement of construction of any improvements by Lessee, at any time upon the leased premises, Lessee shall furnish unto Lessor a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any improvement to be constructed upon said premises conditioned to complete and pay the same free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages, liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and to fully pay for said improvements.

15. INDEMNIFICATION AGAINST CLAIMS: Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the demised

premises, or the buildings and improvements thereon, or the appurtenances thereof, or upon the adjacent sidewalks, approaches or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, investigations thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, or decrees which may be entered in respect thereto.

16. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, for rent or otherwise, or in the event suit shall be brought by Lessor for the purpose of evicting or ejecting the Lessee from the leased premises, or if suit be brought by Lessor for the purpose of compelling the payment of any other sums which should be paid by Lessee under the terms hereof, or for the purpose of enforcing performance by Lessee of any of the several agreements, conditions and covenants contained herein, Lessee covenants and agrees to pay to Lessor all expenses and costs of litigation, including a reasonable attorney's fee for Lessor's attorney, provided such suit terminates in favor of Lessor.

Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against Lessee.

Any sums due under the terms and provisions of this paragraph shall constitute a lien against the interest of Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

17. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that Lessee in acquiring this Lease has done so as the result of a personal inspection of the premises by its duly authorized representatives and that no oral represen-

tations of any kind or nature whatsoever have been made by Lessor and that only the terms of this Lease are to be binding upon Lessor and Lessee.

18. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be considered to be a waiver of succeeding breach of the same covenant.

19. TRANSFER OF LESSOR'S INTEREST: Lessor shall have the right to sell or assign to others its right to receive money and other things of value accruing to it by reason of this Lease and to mortgage or encumber its title at any time and without permission of the Lessee, but subject to the terms of this Lease.

20. INTEREST: All sums of money required to be paid by Lessee to Lessor shall bear interest from the due date or maturity thereof at the rate of eight per cent (8%) per annum until paid, which interest shall be due and payable to Lessor upon its written demand.

21. EVENTS OF DEFAULT: Should Lessee at any time during the term of this Lease be adjudged a bankrupt or directly or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days, or should a Receiver or Trustee be appointed for Lessee's property and not be discharged within seventy-five (75) days, or should any order of any court of competent jurisdiction be entered and remain in effect for a period of seventy-five (75) days continuing the Lessee in possession of the leased property, or should Lessee's leasehold interest be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to promptly make the necessary return and reports required by state and federal law, or should Lessee fail to promptly pay when due all taxes of whatsoever kind required to be paid

to the State or Federal governments or any subdivision thereof, if this Lease specifically required such payment by Lessee hereunder, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a material default on the part of Lessee of the terms and provisions hereof, and in the event such default is not cured by Lessee within a period of forty-five (45) days from the date of the giving by Lessor of written notice to Lessee of the existence of such default, Lessor shall have the option of declaring this Lease terminated and the interest of Lessee forfeited, or Lessor may exercise any other option herein conferred upon it. All revenues derived or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of Lessor and the same is hereby declared to be a trust fund and shall not constitute any asset of Lessee or any trustee or receiver appointed for Lessee's property.

22. DEFAULT: It is covenanted and agreed by and between the parties hereto that in the event at any time of a default under the terms of this Lease on the part of Lessee for the periods hereinafter set forth, then and in that event it shall and may be lawful for Lessor, at its election, to declare said demised term ended and to re-enter into said premises and the building or buildings and improvements situated thereon, or any part thereof, either with or without process of law, Lessee hereby waiving any demand for possession of the said demised premises and any and all building or buildings and improvements situated thereon.

A. A default on the part of Lessee in making any payment of rental due under this Lease, if such default has continued for thirty (30) days after notice thereof in writing has been furnished Lessee by Lessor.

B. Any default on the part of Lessee in failing to pay any taxes or assessments herein provided to be paid by Lessee within thirty (30) days prior to the time when

same would become delinquent, if such default has continued for ten (10) days after notice thereof in writing has been furnished Lessee by Lessor.

C. In case Lessee fails to keep insurance on any building or buildings and improvements which may now or hereafter be upon the same demised premises as herein provided for, or fails to pay the premium for the same, or fails to expend the insurance money as herein provided for, or fails to rebuild as herein provided for, or if it shall fail to keep the premises in good order or repair in the manner herein provided for, or if it shall fail to perform or become in default in any of the other covenants of this Lease by it to be kept and performed, and any such failures or defaults shall be continued for twenty (20) days after notice thereon in writing by Lessor to Lessee, specifying the default complained of.

During any of the above periods, if Lessee cures the default, Lessee shall be deemed restored in good standing.

The Lessee further covenants and agrees that upon the termination of the said demised term, at such election of Lessor, or in any other way, Lessee will surrender and deliver up said premises and the improvements and buildings situated thereon (without compensation to Lessee for improvements or buildings) peaceably to Lessor, its agent or attorneys, immediately upon the termination of the demised term.

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

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

B. Upon Lessee by personal delivery to Lessee's agent in charge of the leased premises, or by certified mail

addressed to Lessee at 6000 North Atlantic Boulevard, Fort Lauderdale, Florida, or at such other address as Lessee may, by notice in writing, designate to Lessor.

24. MORTGAGING OR SUBLEASING OF LESSOR'S INTEREST: Lessee shall not assign this Lease or sublet all or any part or parts of the demised premises without the written consent of the Lessor and in the event such consent shall at any time be granted, no assignment of this Lease or sublease shall operate to relieve Lessee from liability for the payment or performance of the terms and conditions of this Lease, it being understood that Lessee shall remain liable hereunder unless released from liability by written instrument duly executed by Lessor. No assignment or sublease shall effect any change or modification in the provisions respecting Lessor's rights and remedies under this Lease.

Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises. Any mortgage executed by Lessee covering the leased premises shall in no way effect Lessor's interest in and to said property, and the same shall at all times be junior, inferior and subordinate to the interest of Lessor.

25. CONDEMNATION PROVISION: It is understood and agreed that:

A. If at any time during the continuance of this Lease the legal title to the demised real estate or the improvements or building located thereon, or any portions thereof be taxed or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceeds and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the demised premises, such as does not interfere with the full use thereof, as, for example, in case of condemnation of a few feet for sidewalk purposes

or for street purposes, there shall be no abatement of rent. If Lessor and Lessee are unable to agree upon what division, annual abatement of rent or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall be appropriate proceedings be submitted to a court having jurisdiction of the subject matter of such controversy in Broward County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire premises be wholly taken by condemnation, the Lease shall be canceled.

B. Although the title to the building and improvements located upon the demised premises is held by Lessor, nevertheless for the purpose of condemnation, the deprivation of Lessee of the use of such buildings and improvements shall be an item of damage in determining the portion of the condemnation award to which Lessee is entitled. In general, it is the intent of this paragraph that upon condemnation, the parties herein shall share their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

C. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole of the demised premises, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee) or the sum of \$396,960.00, whichever is the lesser. In the event that the condemnation award is in excess of \$396,960.00, then and in said event the sums awarded (whether to Lessor or Lessee) in excess of \$396,960.00 shall belong to Lessee.

26. DEMOLITION: Although it is Lessee's duty under the terms hereof to keep and maintain the building and improve-

ments on the demised premises in good repair, this shall not be construed as empowering Lessee to tear down and destroy any building or buildings hereafter on the demised premises, or any substantial part thereof, or to cause any items of major repair and reconstruction to be made unless and until Lessee:

A. Causes plans and specifications for the new building or the new construction to be prepared by a duly licensed Architect and submitted to Lessor for his approval, together with the written consent between the contractor and Lessee, all in the same manner as reconstruction or repair would have been accomplished in accordance with Article 5 and 8 hereof.

B. Furnish Lessor with a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any demolition work to be performed upon the demised premises, plus the cost of any improvements to be constructed upon said premises, conditioned to complete the said demolition work and improvements free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and fully pay for said demolition work and said improvements.

C. The work of reconstruction, repair, or replacement must have a value equal to the value of the building or buildings or the portion thereof then being demolished and replaced or repaired.

D. For the purpose of this section of the Lease, no work will be deemed demolition or major repairs so as to bring it within the terms of this section of the Lease unless it constitutes either the actual destruction of the building or a substantial part thereof, or unless it constitutes a

remodeling which in substance requires the tearing down of a substantial part of the building. In general this section of the Lease is intended to apply wherever the work which Lessee proposes to do is of such a nature that the doing of the work necessitates a substantial improvement of the then existing building.

27. USE: The demised premises, and improvements now or hereafter situate thereon, shall be used by Lessee and its membership, comprised of the persons who are the owners of apartments in STARLIGHT TOWERS, a Condominium, being established upon certain property adjacent to the demised premises, and to the guests, invitees and lessees of members of Lessee, all as may be prescribed in rules and regulations established by Lessee, or which may be contained in the DECLARATION OF CONDOMINIUM establishing said STARLIGHT TOWERS, a Condominium.

28. LESSOR'S AND LESSEE'S COVENANTS AND AGREEMENTS IN FAVOR OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY: To induce FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, herein called "Lender", to make individual mortgage loans on apartments in STARLIGHT TOWERS, a condominium, upon its being formally established by the recordation of a DECLARATION OF CONDOMINIUM in the Public Records of Broward County, Florida, which said STARLIGHT TOWERS, a condominium, will be located upon property which is adjacent to the demised premises, Lessor and Lessee covenant and agree as follows:

A. In the event that Lender shall now or hereafter make, in its ordinary course of business, any mortgage loans on individual apartments in STARLIGHT TOWERS, a condominium, for the purpose of financing the acquisition thereof, or for refinancing the same for the owner of any such apartment, and should there subsequently be a default in any such individual Mortgage, whereupon the said Lender acquired any such apartment by foreclosure or deed in lieu of foreclosure, then and in that event the rent due hereunder to Lessor (meaning the

minimum rent and adjusted rent, but exclusive of costs of taxes, insurance and maintenance) shall be reduced while said Lender is the owner of any such apartment, by a monthly sum equal to the amount arrived at when the total annual rent due under this Lease (meaning the minimum rental, plus the adjusted rental, if any) is multiplied by the percentage in which the Owner of such apartment must share Common Expense in accordance with the DECLARATION OF CONDOMINIUM establishing STARLIGHT TOWERS, a condominium, divided by twelve (12). This reduction in rent shall terminate upon the date that any such apartment acquired by Lender is disposed of by it in any manner, or when any such apartment is under lease to any person, firm or corporation.

B. Lessee agrees that whenever it is entitled to a reduction in rent by reason of said Lender having acquired any apartment or apartments in STARLIGHT TOWERS, a condominium, that such reduction in rent shall be applied in direct reduction of the monthly assessment required to be collected from Lender as the owner of any apartment or apartments, and that such reduction shall not be passed on generally to the Membership of the Lessee other than to said Lender.

By reason of the foregoing provisions, it is intended that Lender, while it is the owner and holder of any vacant apartment or apartments in STARLIGHT TOWERS, a condominium, acquired as aforesaid, shall not be required to bear its proportionate share of the rental reserved under this Lease.

C. The special benefit reserved hereunder to Lender shall operate and inure to the benefit of any other savings and loan association chartered under laws of the United States of America doing business in the State of Florida, in the same manner as though such other savings and loan association were also specifically named herein.

29. ADDITIONAL RENT BASED UPON INCREASE OR DECREASE

IN THE COST OF LIVING INDEX: On the 1st day of January, 1972, and on the 1st day of January following the end of each fifth (5th) calendar year thereafter, during the term of this Lease, the minimum rent required hereunder, shall be adjusted, provided that the same would result in an increase of the minimum rent, so that the minimum rent paid hereunder from time to time shall have the equivalent purchasing power that the minimum rent hereunder has on the beginning date of the term of this Lease. For purposes of calculating additional rent due hereunder, if any, reference is made to the index number of retail commodity prices designated "Consumer Prices Index-All Items" (1956-59 equals 100) prepared by Bureau of Labor Statistics of the United States Department of Labor, and any publication by either said United States Department of Labor or the United States Department of Commerce in which such index numbers are published, hereinafter referred to as the "Index". Said Index numbers, as published, shall be admissible in evidence in any legal or judicial proceedings involving this Lease without further proof of authenticity, and in the event that the U. S. Department of Labor or Department of Commerce ceased to prepare and publish such Index the adjustment of rent thereafter shall be according to the most comparable commodity index as determined by agreement of Lessor and Lessee, and in absence of such agreement, then by arbitration in accordance with rules of the American Arbitration Association. In the event of any delay in establishing the additional rental, Lessee shall continue to pay the rental as established by the last price adjustment until such time as the new adjustment is determined, if any, at which time an accounting will be made retroactive to the beginning of the adjustment period in question.

On the dates herein prescribed at which the adjustment in rent is to be determined, the additional rent per annum shall be computed as being the difference between the products

derived by (a) multiplying the index as of December 31, 1966, representing the average index of retail commodity prices for the month of December, 1966, by the minimum rental of \$39,696.00 specified herein, and (b) multiplying the index as of December 31 of the year prior to the date on which the adjustment is to be made hereunder, representing the average of retail commodity prices for the month of December of said last prior year, by the amount of minimum rental of \$39,696.00 specified herein. The difference between said products if the result of multiplication derived at by Item (b) above exceeds that of Item (a) above, shall represent the additional rent per annum to be paid to Lessor in addition to the minimum rent of \$39,696.00, which additional rent shall be divided into twelve (12) equal monthly instalments to be payable hereunder until the next period of adjustment, in the same manner as is the minimum rent payable hereunder during each lease year.

Notwithstanding the foregoing provisions, it is specifically agreed that the minimum rent specified hereunder of \$39,696.00 per annum, for full calendar years, shall never be reduced by reason of any adjustment made as specified in this Article 29, and adjustments in minimum rent due hereunder shall only be made if the same constitute an increase. However, if the determination made at the end of one period requires an increase in minimum rent, and the same determination made at the end of another period would require a decrease, the decrease in said additional rent would be applicable so long as the minimum rent is never reduced to a sum which is less than \$39,696.00 per annum for any full calendar year during the term hereof.

30. APARTMENT DEFINED: The term "Apartment" as used herein shall mean "Unit" as defined in the Condominium Act, the same being Chapter 711, Florida Statutes, 1965.

31. RENTS, ETC. TO BE INCLUDED IN ASSESSMENTS BY LESSEE:

Lessee, in the administration and operation of STARLIGHT TOWERS, a condominium, aforementioned herein agrees with Lessor during the term of this Lease to include in the budget of STARLIGHT TOWERS, a condominium, each year an allocation to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease and such monies shall therefore be included in the annual assessment levied by Lessee against the owner or owners of apartments in the condominium.

32. LESSOR'S LIEN ON CONDOMINIUM PARCEL. Lessor shall have a lien on each condominium parcel, as defined by Chapter 711, Florida Statutes, 1965, the same being the Condominium Act, in STARLIGHT TOWERS, a Condominium for any unpaid portion of any assessment made by the Lessee for the purpose of permitting the Lessee to pay the rental and taxes on the property subject to this Lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment the owner of the condominium parcel and the Lessee shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and

record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of a condominium parcel shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same.

33. GENDER: It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the word "Lessor" and "Lessee" shall include their heirs, representatives, successors and assigns.

34. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and his successors and assigns, and the Lessee and its successors and assigns, and all persons claiming by, through and under Lessor and Lessee, and the same shall be construed as covenants running with the land during the term of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their proper officers, and their seals to be affixed, the day and year first above written.

Signed, sealed and delivered BEHRING PROPERTIES, INC. in the presence of:

/s/ WILLIAM A. MORSE

By /s/ KENNETH E. BEHRING
President

/s/ LOUISE S. GILL

Attest /s/ ROBERT R. TRAVIS
Secretary

AS to LESSOR

COPY SENT

STARLIGHT TOWERS ASSOCIATION, INC.

1st WILLIAM A. MORSE

By 1st KENNETH E. BEHRING
President

CORP
SEAL

1st LOUISE S. GILL

Attest 1st ROBERT R. TRACHSEL
Secretary

As to Lessee

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named BEHRING PROPERTIES, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 29th day of NOVEMBER, A. D. 1967.

1st LOUISE S. GILL
Notary Public
My Commission Expires: 4/7/71

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named STARLIGHT TOWERS ASSOCIATION, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 29th day of NOVEMBER, A. D. 1967.

1st LOUISE S. GILL
Notary Public
My Commission Expires: 4/7/71

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 2 day of April, 1968.
By [Signature]

Deputy Clerk

RECORDERS OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF BROWARD COUNTY



67-135052

CERTIFICATE OF AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM
 OF
 STARLIGHT TOWERS

The undersigned officers of STARLIGHT TOWERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Section 13 of the Declaration of Condominium of STARLIGHT TOWERS, a condominium, dated November 29, 1967, and recorded November 29, 1967, in Broward County, Florida, Official Records Book 3545, at Pages 616 through 685, both inclusive, hereby certify that the following amendment to said Declaration of Condominium was duly proposed and unanimously approved by the Board of Directors of STARLIGHT TOWERS ASSOCIATION, INC., and approved by 100% of the apartment owners meeting as members of the Association at a meeting called for the purpose of acting upon the amendment:

67 DEC 22 AM 11:54

AMENDMENT

That Section 4.4(a) of the Declaration of Condominium of STARLIGHT TOWERS, a condominium, be and the same is hereby amended to read as follows:

(a) Common Elements and Common Surplus. The undivided interest in the common elements and common surplus which is appurtenant to each apartment is as follows:

An undivided 1.0256% share each to apartments 2G, 3G, 4G, 5G, 6G, 7G, 8G, 9G, 10G, 11G, 12G, 14G, 15G and 16G (14 apartments)	14.3584%
An undivided .8416% share each to apartments 1A, 1B, 1C, and 1D (4 apartments)	3.3664%
An undivided .67% share each to apartments 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 10E, 11E, 12E, 14E, 15E and 16E (14 apartments)	9.3800%

20575

4-

An undivided .8678% share each to
apartments 2A, 2B, 2C, 2D, 2E, 2H, 3A,
3B, 3C, 3D, 3F, 3H, 4A, 4B, 4C, 4D,
4E, 4H, 5A, 5B, 5C, 5D, 5F, 5H, 6A,
6B, 6C, 6D, 6F, 6H, 7A, 7B, 7C, 7D,
7F, 7H, 8A, 8B, 8C, 8D, 8F, 8H, 9A,
9B, 9C, 9D, 9F, 9H, 10A, 10B, 10C,
10D, 10F, 10H, 11A, 11B, 11C, 11D,
11F, 11H, 12A, 12B, 12C, 12D, 12F,
12H, 14A, 14B, 14C, 14D, 14F, 14H,
15A, 15B, 15C, 15D, 15F, 15H, 16A,
16B, 16C, 16D, 16F, 16H

(84 apartments) 72.8952%

TOTAL 100.0000%

In the presence of:

Harlow Pyle
Quichen J. Kelley

(CORPORATE SEAL)

STARLIGHT TOWERS ASSOCIATION, INC.

BY: Kenneth E. Behring
Kenneth E. Behring, President

ATTEST:

BY: Robert R. Trachsel
Robert R. Trachsel, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

Before me personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named STARLIGHT TOWERS ASSOCIATION, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 13th day of December, A.D., 1967.

Harlow Pyle
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1971
BONDED THROUGH FRED W. DISTENFELD

Notary Public
Assistant Notary Public
Notary Public

CONSENT TO AMENDMENT

The undersigned STARLIGHT CORP., the owner of 100% of the condominium apartments in STARLIGHT TOWERS, a condominium, does hereby consent to the foregoing Amendment to the Certificate of Declaration of STARLIGHT TOWERS, a condominium.

In the presence of:

Darlene Rygle
Robert R. Trachsel
(CORPORATE SEAL)

STARLIGHT CORP., a Florida corporation

By: *[Signature]*
President

Attest: *[Signature]*
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, as President and Secretary, respectively, of STARLIGHT CORP. and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, State and County aforesaid, on this 14th day of December, A. D. 1967.

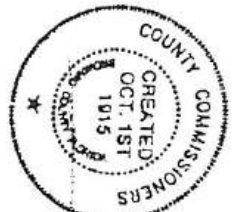
[Signature]
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15 1971
BONDED THROUGH FRED W. DIEGELHORST

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

-3-
20575



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 14th day of December 1967.
By *[Signature]*
Deputy Clerk

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
STARLIGHT TOWERS, A CONDOMINIUM

The Declaration of Condominium establishing STARLIGHT TOWERS, a condominium, was recorded November 29, 1967, in Official Records Book 3545, page 616. Amendments to said Declaration were recorded in Official Records Book 3561, page 668 and Official Records Book 3741, page 415, all of the Public Records of Broward County, Florida. Inadvertently, a portion of the lands intended to be included in this condominium was omitted from the description of the lands submitted to condominium ownership in the Declaration.

STARLIGHT CORP., a Florida corporation, the developer and the present owner of all of STARLIGHT TOWERS, a condominium, does hereby amend the Declaration of Condominium for STARLIGHT TOWERS, a condominium, by amending the description of the land heretofore submitted so that the said condominium shall include all of the following described land with the same effect as though all of said land had been included in the original Declaration:

A parcel of land in Government Lot 2 and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 49 South, Range 43 East, bounded as follows:

On the South by a line parallel to and 980 feet Northerly from, measured at right angles, to the South boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7 and the Easterly extension of said South boundary; on the West by a line

RETURN TO:

THIS INSTRUMENT WAS PREPARED BY
WILLIAM ALLEN MORSE
2812 E. OAKLAND PARK BLVD.
FORT LAUDERDALE, FLORIDA 33306

33 feet East of and parallel to the existing center line of State Road A-1-A as now laid out and in use; on the East by the waters of the Atlantic Ocean and on the North by a line parallel to and 200 feet Northerly from, measured at right angles, to the South boundary of the tract hereby described; less the following described portion thereof:

Beginning at the intersection of the North line of the South 980 feet and the East Right-of-Way line of State Road A-1-A, said Right-of-Way line being further described as being 33 feet East of and parallel to the centerline of said State Road A-1-A; thence N $12^{\circ}44'00''$ E, on an assumed bearing, along said East Right-of-Way line, 10.25 feet; thence East, parallel with the South line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, 257.24 feet; thence North, 24.23 feet to a point of curve; thence Northerly and Easterly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 19.63 feet; thence N 45° East, 33.67 feet; thence S 45° East, 57.67 feet; thence North 45° East, 30.50 feet; thence South 45° East, 43.50 feet; thence North 45° East, 61.66 feet; thence North 45° West, 50.50 feet; thence North 45° East, 36.33 feet; thence North 45° West, 61.66 feet; thence South 45° West 39.08 feet; thence North 45° West, 43.50 feet; thence South 45° West, 18.0 feet; thence North 45° West, 13.09 feet; thence West, 10.90 feet; thence North, 16.0 feet; thence West 239.51 feet to the East Right-of-Way line of said State Road A-1-A; thence N $12^{\circ}44'00''$ E, along said East Right-of-Way line, 10.25 feet; thence East, parallel with and 1180 feet North of, as measured at right angles to, the South line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, to the High Water Line of the Atlantic Ocean; thence Southerly, along said High Water Line, to an intersection with a line parallel with and 980 feet North of, as measured at right angles to, the South line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West along said line to the Point of Beginning.

As further amendment to said Declaration and in accordance with the provisions of the original Declaration, the developer does attach hereto and file herewith the certificate of Carl A. Petersen, Architect, certifying that the improvements described in the original

Declaration have been constructed and completed substantially as represented by the exhibits attached to the original Declaration.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 28 day of October, 1968.

Signed, sealed and delivered in the presence of: Paul G. Pan W. A. Moore (CORPORATE SEAL) STARLIGHT CORP. By [Signature] Attest: [Signature]

STATE OF FLORIDA, COUNTY OF BROWARD.

BEFORE ME, the undersigned authority, personally appeared K. E. Rehling and Robert R. Trachsel respectively as President and Secretary of STARLIGHT CORP. and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, State and County aforesaid, on this 28th day of October, 1968.

Paul G. Pan
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AS LICENSED
EXPIRES 10/17/1971
BONDED THROUGH FRED W. DIEFELHORST

(SEAL)

CERTIFICATE

The undersigned, CARL A. PETERSON, does hereby certify that the improvements contemplated to be made in that certain Declaration of Condominium for Starlight Towers, a condominium, as recorded in Official Records Book 3545, Page 616, as shown on the Exhibits attached thereto, have been constructed substantially as represented in such Declaration.

DATED this 2nd day of October, 1968.

CARL A. PETERSON

Carl A. Peterson
Architect

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, the undersigned, officer, CARL A. PETERSON, who, under oath, deposes and says that he has executed the foregoing Certificate, as Architect for said Starlight Towers, a condominium; and that the matters set forth therein are true.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 2nd day of October, 1968.

Gail G. Parr
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 17, 1971
I AM AN INDIVIDUAL MEMBER OF THE NATIONAL



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 3 day of October 1968.
By R. Barwick
Deputy Clerk

68-102087

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM
OF
STARLIGHT TOWERS

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the Laws of the State of Florida, pursuant to the provisions of Section 13 of the Declaration of Condominium of Starlight Towers, a Condominium, dated November 29, 1967 and recorded November 29, 1967 in O. R. Book 3545, Pages 616 thru 685 of the Official Records of Broward County, Florida, as same has been amended, hereby certify that the following amendment to said Declaration of Condominium was duly proposed and unanimously approved by the Board of Directors of Starlight Towers Association, Inc. and approved by 100% of the apartment owners meeting as members of the Association at a meeting called for the purpose of acting upon the amendment:

198 SEP 6 AM 10:49

AMENDMENT

I. That Section 4.3 of the Declaration of Condominium of Starlight Towers, a Condominium, be, and the same is, hereby amended to read as follows:

.3 Apartment Numbers. Each apartment is identified by a number designating the floor upon which the apartment is located, followed by a capital letter indicating the location on the floor of the apartment: "A" indicating an apartment located in the northwest side of the northeast wing of the building; "B" indicating an apartment located in the southeast side of the northeast wing of the building; "C" indicating an apartment located in the northeast side of the southeast wing of the building; "D" indicating an apartment located in the southwest side of the southeast wing of the building; "E" indicating an apartment located in the southeast side of the southwest wing of the building; "F" indicating an apartment located in the northwest side of the southwest wing of the building; "G" indicating an apartment located in the southwest side of the northwest wing of the building; and "H"

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

J."

Instrument Prepared by
William A. Morse, 2810 E. OAKLAND PARK BLVD, Ft. Lauderdale, Fla.

indicating an apartment located in the northeast side of the northwest wing of the building. The apartments are located as follows:

Four apartments on the first floor, which are numbered 1A, 1B, 1C and 1D.

There are eight apartments on each of the remaining fourteen floors, such floors being numbered 2 through 12, both inclusive, and 14 through 16, both inclusive, there being no floor numbered 13.

Apartments numbered with the letters B, D, F and H shall all be identical and shall be as shown on Exhibit B-5 for Apartment F. Apartments A and C shall be the same size as Apartment F shown on Exhibit B-5, but shall be the reverse thereof in layout.

II. That Section 4.5 and 4.6 of the Declaration of Condominium of Starlight Towers, a Condominium, be and the same are hereby amended to read as follows:

.5 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, each such share being 1/116th of all common expenses except insurance premiums which expense shall be proportioned as described in paragraph 8.4 following herein; and except all sums required for lease payments under the terms and conditions of the ninety-nine year lease of the Recreational Parcel, copy of which is attached hereto as Exhibit E; which said lease payments shall be paid by the apartment owners in the condominium on the basis of 29/3308ths of each payment due upon such lease from the owner of each two bedroom apartment and 25/3308ths of each payment due upon such lease from the owners of each one bedroom apartment with a minimum monthly rent payment of \$25.00 for each one bedroom apartment and \$29.00 for each two bedroom apartment.

.6 Lessor's Lien On Condominium Parcel, And Condominium Property. The Lessor under that certain Ninety-Nine Year Lease, a copy of which is attached hereto as Exhibit E, shall have a lien on the condominium property as same is defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in Starlight Towers, a condominium, for all sums payable pursuant to the terms of such Ninety-Nine Year Lease; and further, such Lessor shall have a lien on each condominium parcel as defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in Starlight Towers, a condominium, for all sums payable pursuant to the terms of such Ninety-Nine Year Lease; such lien to be allocated against each such condominium parcel in accordance with the provisions of paragraph 4.5 above; provided, however, said Lessor's lien shall be subordinate to the lien of any mortgage securing a loan made by First Federal Savings & Loan Association of Broward County or any other savings and loan association chartered under the laws of the United States of America, doing business under the laws of the State of Florida on any condominium parcel in Starlight Condominium for and during the existence of such mortgage lien and shall be

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

subordinate to any interest of such savings and loan association in such condominium parcel during any period of time that such savings and loan association holds title to such condominium parcel as a result of the acquisition of such title through the foreclosure of its mortgage, or the acquisition of such title by deed in lieu of foreclosure, except during the period of time that the condominium parcel is leased by such savings and loan association. Upon the transfer or disposition of such condominium parcel by such savings and loan association, or upon acquisition thereof by other than such savings and loan association at a foreclosure sale of such savings and loan association's mortgage or during any period of time that such condominium parcel is leased by such savings and loan association, the lien of the Lessor shall again accrue from the date of such transfer, disposition or acquisition or during the time the parcel is so leased, but such lien shall not then be effective as to any rentals which are unpaid for the period prior to such transfer, disposition or lease, by such savings and loan association, or for the period prior to the acquisition thereof at the foreclosure sale, as aforesaid, by other than such savings and loan association. The foregoing shall not preclude the Lessor from proceeding for a money judgment against the defaulting apartment owner. The Lessor shall have no right to claim any rentals from such savings and loan association for any period of time during which the Lessor's lien is subordinate to the lien or interest of such savings and loan association as aforesaid. It shall not be necessary for such savings and loan association to name the Lessor in a foreclosure action in order to effectuate the subordination rights herein given to such savings and loan association. The Lessor's lien referred to in this paragraph shall also secure any reasonable attorney's fees incurred by the Lessor incident to the collection of any rentals due the Lessor or enforcement of the Lessor's lien. The Lessor's lien may be foreclosed in a like manner as a foreclosure of mortgage on real property. Suit to recover a money judgment for any unpaid rental may be maintained without waiving the lien securing the payment thereof. All buildings and improvements upon the condominium shall be insured in an amount equal to the maximum insurable replacement value thereof against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such policy, or policies, shall name the Lessor as one of the insureds to the extent of its interest. Reference herein to the Lessor shall include its successors or assigns, and the provisions of this paragraph shall be construed as a covenant in favor of said Lessor, its successors and assigns.

III. That Section 7.6 of the Declaration of Condominium of Starlight Towers, a condominium, be and the same is, hereby amended to read as follows:

.6 Power to Lease Certain Lands. The Association shall have the power to and has entered into a Ninety-Nine Year Lease to certain lands, as described therein, a copy of which Lease is attached hereto as Exhibit "E". The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association, as Lessee, has obligated itself to pay under said Lease, as common expenses of the condominium, and shall provide therefor in the annual

budget of the Association, and each apartment owner shall be liable for a proportionate share thereof, such share being the same as his undivided share in the common elements, except as to the rent itself, for which each apartment owner shall be liable for 25/3308ths in the case of each one bedroom apartment and 29/3308ths in the case of each two bedroom apartment of the monthly rental payments due under such lease. The provisions of this sub-paragraph shall be construed as a covenant in favor of the Lessor under said Lease, his successors and assigns, and may be enforced by him against the Association and each apartment owner, their heirs, successors, representatives and assigns.

IV. That Sections 14.4 and 14.5 of the Declaration of Condominium of Starlight Towers, a condominium, be and the same are, hereby amended to read as follows:

.4 Shares of Owners After Termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners, including but not limited to the lien for rent on the Ninety-Nine Year Lease as set forth in paragraph 4.6 above. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon apartments and of the record title holder of the lands covered by the Ninety-Nine Year Lease referred to in paragraph 7.6 above.

V. That Exhibit E of the Declaration of Condominium of Starlight Towers, a condominium, be and the same is amended as to paragraphs 31 and 32 thereof, so as to read as follows:

31. RENTS, ETC. TO BE INCLUDED IN ASSESSMENTS BY LESSEE: Lessee, in the administration and operation of STARLIGHT TOWERS, a condominium, aforementioned herein agrees with Lessor during the term of this Lease to include in the budget of STARLIGHT TOWERS, a condominium, each year, an allocation to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease and such monies shall therefore be included in the annual assessment levied by Lessee against the owner or owners of apartments in the condominium. Lessee agrees to assess against the apartment owners in the condominium, such sums as may be required to fulfill the terms of this Lease and in doing so to assess against each owner of a one bedroom apartment 25/3308ths of each rental payment due; and

against the owner of each two bedroom apartment 29/3308ths of each rental payment due hereunder.

32. LESSOR'S LIEN ON CONDOMINIUM PARCEL AND CONDOMINIUM PROPERTY. Lessor shall have a lien on the condominium property as same is defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in Starlight Towers, a condominium, as same is recorded in O. R. Book 3545, Pages 616 through 685, inclusive, of the Public Records of Broward County, Florida, for all sums payable pursuant to the terms of this Lease; and further Lessor shall have a lien on each condominium parcel as defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in said Starlight Towers, a condominium, for all sums payable pursuant to the terms of this Lease; such liens to be allocated against each such condominium parcel in the manner that 25/3308ths of any rental sums due will be allocated against each condominium parcel containing one bedroom and 29/3308ths of any rental sums due will be allocated against each condominium parcel containing two bedrooms. Said lessor's lien shall be subordinate to the lien of any mortgage securing a loan made by First Federal Savings & Loan Association of Broward County or any other savings and loan association chartered under the laws of the United States of America, doing business under the laws of the State of Florida on any condominium parcel in Starlight Condominium for and during the existence of such mortgage lien and shall be subordinate to any interest of such savings and loan association in such condominium parcel during any period of time that such savings and loan association holds title to such condominium parcel as a result of the acquisition of such title through the foreclosure of its mortgage, or the acquisition of such title by deed in lieu of foreclosure, except during the period of time that the condominium parcel is leased by such savings and loan association. Upon the transfer or disposition of such condominium parcel by such savings and loan association, or upon acquisition thereof by other than such savings and loan association at a foreclosure sale of such savings and loan association's mortgage or during any period of time that such condominium parcel is leased by such savings and loan association, the lien of the Lessor shall again accrue from the date of such transfer, disposition or acquisition or during the time the parcel is so leased, but such lien shall not then be effective as to any rentals which are unpaid for the period prior to such transfer, disposition or lease, by such savings and loan association, or for the period prior to the acquisition thereof at the foreclosure sale, as aforesaid, by other than such savings and loan association. The foregoing shall not preclude the Lessor from proceeding for a money judgment against the defaulting apartment owner. The Lessor shall have no right to claim any rentals from such savings and loan association for any period of time during which the lessor's lien is subordinate to the lien or interest of such savings and loan association as aforesaid. It shall not be necessary for such savings and loan association to name the Lessor in a foreclosure action in order to effectuate the subordination rights herein given to such savings and loan association. The Lessor's lien referred to in this paragraph shall also secure any reasonable attorney's fees incurred by the Lessor incident to the collection of any rentals due the Lessor or enforcement of the Lessor's lien.

The Lessor's lien may be foreclosed in a like manner as a foreclosure of mortgage on real property. Suit to recover a money judgment for any unpaid rental may be maintained without waiving the lien securing the payment thereof. All buildings and improvements upon the condominium shall be insured in an amount equal to the maximum insurable replacement value thereof against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such policy, or policies, shall name the Lessor as one of the insureds to the extent of its interest. Reference herein to the Lessor shall include its successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 23rd day of July, 1968.

Witnesses:

Darlene Ayler
Arthur J. Robey

STARLIGHT TOWERS ASSOCIATION, INC.

By *[Signature]*
President

Attest *[Signature]*
Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, President and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC., who acknowledged before me that they executed the foregoing instrument as such officers, affixed thereto the official seal of said Corporation; and that the foregoing instrument is the act and deed of said Corporation.

WITNESS my hand and official seal this 23rd day of July, 1968.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 13, 1971
FORGED THROUGH FRED W. DICTELHORST

CONSENT TO AMENDMENT

The undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, the owner and holder of mortgages on the condominium parcels and condominium property of STARLIGHT TOWERS, a condominium, as recorded in O. R. Book 3545, Pages 616 through 685 of the Public Records of Broward County, Florida, does hereby consent to the foregoing Amendment To The Certificate of Declaration of the said STARLIGHT TOWERS, a condominium.

Witnesses:

Delores Bundy
Carol K. Jensen

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA

By [Signature] (SEAL)

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned officer, personally appeared Powell S. Barnes, Jr., Senior Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, who acknowledged before me that he executed the foregoing Consent as such officer, as and for the act and deed of said Association.

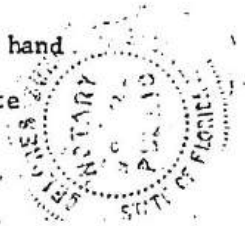
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, County and State

I hereby certify aforesaid, this 28th day of August, 1968.

correct and complete copy of the record filed in my office. Dated this 3 day of April, 1998.
By [Signature]

My Commission Expires Clerk

Delores Bundy
Notary Public



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 5, 1972
BONDED THROUGH CLERK OF CIRCUIT COURT

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

18- 61657

NOTAR PUBLIC PAID BY:
... V.A. SUITE 303
... FLORIDA 33306

CERTIFICATE OF AMENDMENT
TO BY-LAWS OF
STARLIGHT TOWERS ASSOCIATION, INC.

WE, the undersigned being respectively the President and Secretary of STARLIGHT TOWERS ASSOCIATION, INC., a Florida corporation not for profit under the laws of the State of Florida, do hereby certify that the foregoing Amendments were unanimously approved by the Board of Directors and members of the Association at an annual meeting held on February 7, 1978, that the By-Laws recorded in Official Records Book 3545, Page 651 through 659 of the Public Records of Broward County Florida be amended as follows:

78 FEB 14 AM 10:30

Paragraph (g) to be added to By-Laws Section 3

Directors:

"No person shall serve as a Director of the Association if his apartment is offered for sale. Listing of the apartment with any real estate broker or advertising the apartment for sale in any newspaper or periodical shall be considered an offer to sell.

"An offer of sale shall be found upon the occurrence of, but not limited to, either of the following:

- .1 Listing of the apartment with any real estate broker for sale.
- .2 Advertising the apartment for sale in any publication".

Paragraph .6(a) to be added to 5. Officers:

"No person shall serve as a Director of the Association if his apartment is offered for sale. Listing of the apartment with any real estate broker or advertising the apartment for sale in any newspaper or periodical shall be considered an offer to sell.

"An offer of sale shall be found upon the

7465 PAGE 3

Handwritten initials

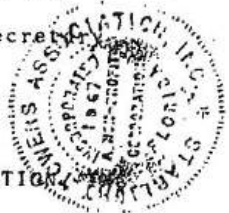


RETURN TO: MADISON H. COCKMAN
ATTORNEY-AT-LAW
2727 E. OAKLAND PARK BLVD. - SUITE 303
FORT LAUDERDALE, FLORIDA 33306

occurrence of, but not limited to, either of the following:

- .1 Listing of the apartment with any real estate broker for sale.
- .2 Advertising the apartment for sale in any publication".

The foregoing amendments were approved by the Board of Directors and unanimously approved by the members of Starlight Towers Association, Inc., held on February 7, 1978 and having been approved and ratified by them, the undersigned certify that they are the President and Secretary of said corporation and that the members unanimously approved said amendments.



In the Presence of:

STARLIGHT TOWERS ASSOCIATION

Barbara P. [Signature]
[Signature]

By *Charles E. Beermann*
 President

Attest: *Mabel Smith*
 Secretary.

STATE OF FLORIDA)
) SS:
 COUNTY OF BROWARD)

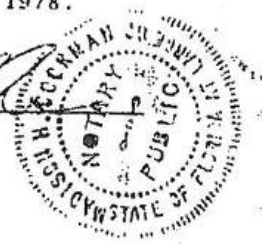
I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared CHARLES E. BEERMANN and MABEL SMITH, President and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of March, 1978.

7485
 PAGE 1

RECORDED IN THE PUBLIC RECORDS DEPT.
 OF BROWARD COUNTY, FLORIDA
 L. A. HESTER
 COUNTY ADMINISTRATOR

[Signature]
 NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES MAY 24 1981
 BROWARD COUNTY COMMISSIONERS



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 5 day of Copy, 1978.
 By *[Signature]*
 Deputy Clerk

74- 24508

775 E. UNIVERSITY BLVD. SUITE 203
FORT LAUDERDALE, FL 33406

(94)

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13. of the Declaration of Condominium, dated November 29, 1967 and recorded November 29, 1967 in Broward County, Florida, in Official Records Book 3545 Page 616 through 685, Public Records, Broward County, Florida including By-Laws of Starlight Towers Association, Inc., Section 8. hereby certify that the following Amendments to Declaration of Condominium were duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75 percent of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendment.

JAN 31 2 38 PM '79

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following amendments are made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida in Official Records Book 3545 Page 616 through 685 as follows:

1. Declaration of Condominium, Item 6.2, Page 8

Assessments and installments thereon paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after date when due shall bear interest at the rate of 10% per annum from the date when due until paid, together with a service charge in the sum of \$25.00. All payments upon account shall be first applied to interest and service charges, and then to the assessment payment first due.

2. By-Laws of the Association, Section 3.3, Page 4.

Add:

Except as hereinafter provided:

5624 PAGE 20

THIS INSTRUMENT WAS PREPARED BY:
HOWARD B. BLADON
ATTORNEY-AT-LAW
407 E. UNIVERSITY PARK BLVD. SUITE 303
FORT LAUDERDALE, FLORIDA 33406

At the Annual Meeting to be held in 1974, those Directors elected at such Meeting shall be divided into two (2) groups with terms as follows:

Group A - three (3) - Term two (2) years

Group B - two (2) Term One (1) year

Thereafter such Directors shall be elected as their terms shall expire and the term of office shall be for two (2) years.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed this 30 day of Jan, 1974.

Witnesses:

[Signature]

James M. Estes

STARLIGHT TOWERS ASSOCIATION, INC.

By Dominick D. DiSabatino
President

Attest: Mabel J. Smith
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared DOMINICK DiSABATINO and MABEL SMITH President and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC. to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of Jan, 1974.

[Signature]
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
My Commission Expires FEB. 9, 1975
NOTARY PUBLIC STATE OF FLORIDA



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 30 day of Jan, 1974.

By [Signature]
Deputy Clerk

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

REF 5624 PAGE 21

75- 49279

THIS INSTRUMENT WAS PREPARED BY:
R. D. SLADON
ATTORNEY-AT-LAW
2727 E. OAKLAND PARK BLVD. SUITE 303
FORT LAUDERDALE, FLORIDA 33306

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13. of the Declaration of Condominium, dated November 29, 1967 and recorded November 29, 1967 in Broward County, Florida, in Official Records Book 3545 Page 616 through 685, Public Records Broward County, Florida including By-laws of Starlight Towers Association, Inc., Section 8. hereby certify that the following Amendments to Declaration of Condominium were duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75% of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendment.

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following amendments are made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida in Official Records Book 3545 Page 616 through 685 as follows:

- 1. Declaration of Condominium, Item 10.5, Pages 14 and 15
After approval by the Association, elsewhere required, entire apartments may be rented, provided the occupancy is by the lessee and his family, his servants and guests. No rooms may be rented and no parking space may be rented except as part of an apartment or to another apartment owner, and no transient tenants may be accommodated. RENTING OF APARTMENTS SHALL BE RESTRICTED TO NO MORE THAN TWO LEASES IN ANY ONE CALENDAR YEAR.

IN WITNESS WHEREOF, the parties hereto have hereunto executed

RETURN TO: RONALD B. SLADON
ATTORNEY-AT-LAW
2727 E. OAKLAND PARK BLVD. SUITE 303
FORT LAUDERDALE, FLORIDA 33306

RECORDED IN 1968

RECORDED IN 1968

Handwritten initials and date

this instrument for the purposes herein expressed this 12
day of March, 1976.

Witnesses:

[Signature]
[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By Charles E. Beermann
President

Attest: Harold M. Francis
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me an officer duly
qualified to take acknowledgments, personally appeared Charles E.
Beermann and Harold M. Francis President and
Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC., to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 12 day of March, 1976.

[Signature]
NOTARY PUBLIC

My Commission Expires:

ALLIANCE PUBLIC STATE OF FLORIDA ATTORNEY
MY COMMISSION EXPIRES FEB. 8, 1977
BONDED FULLY CENTRAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
L. A. EUSTON
COUNTY CLERK

COMMISSIONER
BROWARD COUNTY
1976

I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 7 day
of April, 1976.
[Signature]
Deputy Clerk

RE 1523 REC 1102

85 43024

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13, of the Declaration of Condominium, dated November 29, 1967 and recorded November 29, 1967 in Broward County, Florida, in Official Records Book 3545, Page 616 through 685, Public Records of Broward County, Florida, including By-Laws of Starlight Towers Association, Inc., Section 8, hereby certify that the following Amendment to the Declaration of Condominium was duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75% of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendment.

85 FEB 8 PM 3 45

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following Amendment is made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida, in Official Records Book 3545, Page 616 through 685, as follows:

1. Declaration of Condominium, Item 11, 2 (a), Page 16, adding Paragraph 5, as follows:
- (5) Screening Fee. Any prospective purchaser, prospective lessee, or apartment owner, on their behalf, shall pay to the Association a non-refundable Screening Fee of \$50.00 at the time an application is submitted by said person, or persons, for Association approval. Failure to pay this fee shall result in the disapproval by the Association of the application.

REC 12315 PAGE 844

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed this 5 day of February, 1985.

Witnesses:

Albert McPherson
[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By: Daphne Polgorski
President



Attest: Marek H. Jankiewicz
Secretary

232

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me an officer
duly qualified to take acknowledgments, personally appeared
Sophia Podgorak and Maurice Smith, President
and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC.,
to me known to be the persons described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 5 day of February, 1985.


Notary Public


My Commission Expires:

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

REC 12315 PAGE 845

I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 3 day
of February, 1985.
By R. Barua
Deputy Clerk



MADE IN MAN
SUN
FORT LAUDERDALE, FLORIDA 33304

CERTIFICATE OF AMENDMENT

TO

85 43023 DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13 of the Declaration of Condominium, dated November 29, 1967, and recorded November 29, 1967, in Broward County, Florida, in Official Records Book 3545, Page 616 through 685, Public Records of Broward County, Florida, including By-Laws of Starlight Towers Association, Inc., Section 8, hereby certify that the following Amendments to the Declaration of Condominium were duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75 per cent of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendments.

AMENDMENTS

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following Amendments were made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida, in Official Records Book 3545, Page 616 through 685, as follows:

1. Articles of Incorporation of Starlight Towers, Inc., Article 5, Directors, Page 3 at Page 4, add:
 5. Two (2) alternate directors shall also be elected at the annual meeting of the members in the manner determined by the By-Laws.
2. By-Laws of Starlight Towers Association, Inc., Section 3, Directors, Page 4 at Page 6, add:
 - .14 Two (2) alternate directors shall also be elected at the time of the annual members' meeting in the same manner as the directors. The term of an alternate director shall be for one (1) year. An alternate director shall only act in the absence of a director, and only when it is necessary to provide a quorum at a Director's Meeting. The alternate director who shall first be seated, as above specified, shall be that alternate director who received the larger number of votes at his election.

Madison, Inc. Chairman
1967
H. L. ...

85 FEB 8 1968 3 45

OFF 12315 PAGE 842

IN WITNESS WHEREOF, the parties hereto have hereunto
executed this instrument for the purposes herein expressed, this
5 day of February, 1985.

Witnesses:

Albert McGhee
[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By: Sophia Podgorski
President

Attest: Malcol G Smith
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me an officer duly
qualified to take acknowledgments, personally appeared
Sophia Podgorski and Malcol G Smith, President
and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC.,
to me known to be the persons described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 5 day of February, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires:

REC 12315 PAGE 843

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



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 2 day
of February, 1985.
By [Signature]
Deputy Clerk

82- 23059

THIS INSTRUMENT WAS FILED FOR
RECORD IN COUNTY OF
PALM BEACH
928 N. Victoria Park Road
Fort Lauderdale, Florida 33304

CANCELLATION OF LEASE AGREEMENTS

COMES NOW, CHARLES E. BURGMANN, MARTIN L. SARGENT
and KAVEL BEITH as Trustees pursuant to that certain Land
Trust Agreement dated Oct. 8, 1976, and STARLIGHT TOWERS
ASSOCIATION INC., also known as STARLIGHT TOWERS CONDOMINIUM
ASSOCIATION INC., the beneficiary of that certain Land Trust
Agreement dated the 8th day of October, 1976 hereby covenant and agree
as follows:

WHEREAS, the Trustees are owners of those certain leases,
the legal description to which is attached hereto and made
a part hereof and marked Exhibit I; and

WHEREAS the Association is Lessee pursuant to the
above-mentioned Leases.

NOW, THEREFORE, in consideration of the mutual
covenants herein contained and \$10.00 and other good and
sufficient consideration receipt of which is hereby
acknowledged the parties agree as follows:

1. The parties hereto covenant and agree that
SAID leases are hereby cancelled, terminated and said
real property encumbered thereby is hereby forever released
and discharged from said leases.

2. That all parties to said lease agreements are
hereby released and discharged from all liabilities there-
under.

Dated this 27 day of January, 1982.

Signed, sealed and delivered
in the presence of:

[Handwritten signatures of Charles E. Burgmann, Martin L. Sargent, and Kavel Beith]

[Handwritten signature of Charles E. Burgmann]
CHARLES E. BURGMANN
[Handwritten signature of Martin L. Sargent]
MARTIN L. SARGENT
[Handwritten signature of Kavel Beith]
KAVEL BEITH
STARLIGHT TOWERS ASSOCIATION, INC.
By *[Handwritten signature of Robert A. Kaye]*
President
Attest: *[Handwritten signature of Robert A. Kaye]*

RETURN TO: MADISON H. COFFMAN
Attorney-in-Law
938 N. Victoria Park East
Fort Lauderdale, Florida 33304

Jan 28 12 00 PM '82

RECORDED

11 50
ll

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHARLES B. BERDMANN, MARTIN L. BARGENT and MARIE SMITH, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of June, 1982

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF BROWARD

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE BY COMMISSION EXPIRES JUNE 24 1983

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WALTER J. LISCHE and MARIE G. SMITH, President and Secretary of STARLIGHT TOWERS ASSOCIATION, INC., well known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of June, 1982

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF BROWARD

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE BY COMMISSION EXPIRES JUNE 24 1983

100086642

- a. Lease to RANKIN AMERICAN PROPERTIES LIMITED a Canadian corporation executed Jan. 23, 1969 and recorded Jan. 30, 1969 in Official Records Book 3848, page 213 of the Public Records of Broward County, Florida as assigned to R. W. Rankin, as Trustee and Georgene E. Rankin, as Trustee dated Dec. 16, 1971 and recorded in Official Record Book 4727, Page 346, of the Public Records of Broward County, Florida. And as further assigned to Charles E. Boermann, Florence M. Mervin and Habel Smith, as Trustees under the provisions of a certain Trust Agreement dated October 8, 1976, recorded Nov. 3, 1976 in Official Record Book 5786, Page 292 of the Public Records of Broward County, Florida and Official Record Book 6784, Page 289 of the Public Records of Broward County, Florida.
- b. Lease to Starlight Towers Association Inc., a non-profit Florida corporation, dated November 29 1967, recorded Dec. 4, 1967 in Official Records Book 3348, Page 416 as amended by Amendment to lease recorded Sept. 4, in Official Records Book 3741, Page 422 and as corrected by a Corrective Lease recorded Oct. 29, 1968 in Official Records Book 3779, Page 139, all of the Public Records of Broward County, Florida and as subsequently amended and assigned.

EXHIBIT I

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

100032544

NOTICE

The enclosed materials are furnished to you pursuant to your request. Please be informed that the provider of such materials does not warrant or provide any assurance that such materials reflect all documents of Public Record which effect title to the property.

This instrument was prepared by:
KAYE & BENDER, P.L.
Cynthia J. Soderlund, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CFN # 109270062
OR BK 47014 Pages 494 - 495
RECORDED 04/15/10 08:12:18
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3375
#1, 2 Pages

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
STARLIGHT TOWERS, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Starlight Towers, a Condominium, as described in Official Records Book 3545 at Page 616 of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 27th day of MARCH, 2010, at LAUDERDALE BY THE SEA, Broward County, Florida.

By: [Signature]
Print: GERHARD VIENNA, President

Attest: _____
Print: Joseph Riccio, Secretary
[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2010, by GERHARD VIENNA as President and Joseph Riccio as Secretary of Starlight Towers Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:
sign [Signature]
print EDNA L. SICKLER
State of Florida at Large

My Commission Expires:
July 30, 2012

Kaye & Bender, P.L.
WILL CALL #109

AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
STARLIGHT TOWERS, A CONDOMINIUM

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

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions.

. . .

.8 Pets. As of the effective date of this Amendment, except as otherwise provided herein, no dogs, cats or birds, including animals of any nature that are considered "exotic", or are legally prohibited from being kept as pets (the foregoing collectively hereinafter referred to as "Pet"), shall be permitted to be brought onto, or kept in an apartment, or on the common elements of the condominium. Any Pet which has occupied an apartment prior to the effective date of this Amendment shall be permitted to remain until the earlier of its permanent removal from the apartment or until its demise, so long as the owner of such Pet registers it on a form provided by the Board of Directors and such form is received by the Board of Directors, on or before the date set by the Board of Directors for such return. Upon the permanent removal or demise of any Pet permitted to remain in an apartment after the effective date of this Amendment, no other Pet shall be permitted to replace such Pet. For the purpose of this Amendment, the term "permanently removed" or "permanent removal" shall mean the taking of a Pet from the apartment or the condominium property for more than thirty (30) consecutive days. The Board shall be authorized to adopt rules regarding the manner in which authorized Pets may use the common elements. Notwithstanding anything contained herein, no animal may remain on the condominium property if that animal is determined to be a nuisance in the sole discretion of the Board, whose determination shall be final.

. . .

This instrument was prepared by:
KAYE & BENDER, P.L.
Cynthia J. Soderlund, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CFN # 109270062
OR BK 47014 Pages 494 - 495
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BROWARD COUNTY COMMISSION
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By: [Signature]
Print: GERHARD VIENNA President

Attest: _____
Print: Joseph Riccio, Secretary
[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

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NOTARY PUBLIC:
sign [Signature]
print EDNA L. SICKLER
State of Florida at Large

My Commission Expires:
July 30, 2012

Kaye & Bender, P.L.
WILL CALL #109

(2)

AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
STARLIGHT TOWERS, A CONDOMINIUM

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