

BYLAWS
OF
THE RENAISSANCE OF POMPANO BEACH III, INC.

ARTICLE I

NAME AND LOCATION

Section 1. The name of this corporation shall be THE RENAISSANCE OF POMPANO BEACH III, INC..

Section 2. Its principal place of business shall be located at 1365 South Ocean Boulevard, Pompano Beach, Florida.

ARTICLE II

PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617 Florida Statutes, for the purpose of operating and managing THE RENAISSANCE OF POMPANO BEACH III, a condominium, pursuant to the provisions of Chapter 718, Florida Statutes (1978). The condominium to be operated and managed by this corporation shall be located upon the lands described in the Declaration of Condominium.

Section 2. THE RENAISSANCE OF POMPANO BEACH III, INC. a non-profit corporation, was duly incorporated in the office of the Secretary of State of the State of Florida on the 13th day of April, 1973.

ARTICLE III

MEMBERS

Section 1. All of the owners of condominium parcels shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. The owners of individual condominium parcels, including the Developer, shall be entitled to one (1) vote for each apartment unit in the affairs of the corporation.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs.

ARTICLE IV

MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held at 7:30 P.M. Eastern Standard Time on the first Tuesday in February of each year at the principal office of the corporation, or at such other place as may be set forth in the notice of said meeting, in Pompano Beach, Florida. At such meeting the members shall elect directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and shall conduct such other business as may be authorized to be transacted by the members.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in the City of Pompano Beach, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or in his absence by the Vice President, or by a majority of the Board of

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Directors. It shall be the duty of the Directors, President or Vice President to call such a meeting whenever so requested by members holding thirty-three (33%) per cent or more of the voting rights of the corporation.

Section 3. Notice of the time and place of all annual and special meetings of the members, except as otherwise provided hereinafter, shall be mailed by the President or Vice President or Secretary to each member, at the member's address posted in the corporation's books, by certified mail at least fourteen (14) days prior to the date of the meeting. A certificate by the corporate officer mailing said notice shall be prima facie evidence that said notice was given. Written notice of each annual members' meeting shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Notice of each special members' meeting shall be posted in a conspicuous place on the condominium property at least ten (10) days prior to each special members' meeting. It shall be the obligation of each member to insure that his, her or its mailing address listed in the records of the corporation by the Secretary of the corporation is kept current.

A unit owner may waive in writing the right to receive notice of the annual meeting by certified mail and unit owners may waive notice of special members' meetings and may take action by written agreement without meetings.

Section 4. The President or in his absence the Vice President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting though less than a quorum, may adjourn the meeting to a future date.

Unless otherwise provided in the Declaration of Condominium or in these Bylaws, a majority of the units represented at any meeting at which a quorum is present shall be entitled to make a decision or pass on any subject brought before said parties, including the election of Directors.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of waiving notice of said meeting and validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by the member having the right to vote the vote assigned to said apartment.

Section 7. In the event that any individual condominium parcel is owned by more than one person or by a corporation or other entity, the owners of the same shall execute and deliver to the Secretary of the corporation a certificate duly signed by all of the owners or by the officers of the corporation or trustees, as the case may be, designating the person who shall be authorized to cast the percentage vote allocated to said individual condominium parcel. Such certificate shall be valid until revoked by a subsequent certificate. Unless said certificate is filed with the Secretary of the corporation prior to the meeting at which said vote is to be cast, the vote of such owners shall not be considered for the purpose of determining a quorum or for any other purpose.

In the event that the approval or disapproval of the owner of an individual condominium parcel is required upon any subject, whether or not the same is the subject of any meeting, said approval or disapproval shall be executed by the same person who would be entitled to cast the vote of such owner at any corporation meeting.

Section 8. Approval or disapproval of any course of action or amendment to the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations may be expressed by any member in writing, and the same shall be considered as effective as if such unit owner expressing said approval had been present at any meeting of the members or had voted by proxy.

Section 9. The order of business at all meetings of the members of the corporation where applicable, shall be as follows:

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- A. Election of chairman of the meeting.
- B. Calling the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved Minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of inspectors of election and determination of number of Directors to be elected.
- H. Election of Directors.
- I. Fix date of next Board of Directors meeting.
- J. Unfinished business.
- K. New business.
- L. Adjournment.

Section 10. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and Bylaws of the corporation, or with the statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE V

DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members by a plurality of the members. Said Board of Directors shall consist of not less than five (5) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall be necessary for any member of the Board of Directors to also be either the owner of an individual condominium parcel, or an officer of any corporation owning an individual condominium parcel, or the trustee of a trust owning any individual condominium parcel.

Section 2. At such time as unit owners other than the Developer own fifteen (15%) per cent or more of the units in THE RENAISSANCE OF POMPANO BEACH III, that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors.

A. Three (3) years after fifty (50%) per cent of the units that will be operated ultimately by the Association, have been conveyed to Purchasers;

B. Three (3) months after ninety (90%) per cent of the units that will be operated ultimately by the Association, have been conveyed to Purchasers;

C. When all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

D. When some of the units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer shall be entitled to elect not less than one member of the Board of Directors so long as the Developer holds for sale in the ordinary course of business five (5%) per cent of the units in the condominium operated by the Association.

Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners for this purpose, in the manner set forth above in Article IV, Section 3. Such meeting may be called and the notice given by any unit owner if the Association fails to do so. A nominating committee consisting of five (5) members who are members of the Association entitled to vote shall be appointed by the President of the Association with the approval of the Board of Directors forty-five (45) days prior to the Annual Meeting of the

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membership. The committee shall nominate one (1) person who is qualified for such directorship as defined in Article V above, and they shall transmit the list of nominations in writing not later than thirty (30) days prior to the Annual Meeting to the President of the Association. The President shall post, within five (5) days of receipt, the list of nominees on the Association bulletin board, and shall also mail or caused to be delivered a list of such nominees to each member. Within five (5) days thereafter, any member may nominate any additional qualified candidate or candidates by delivering the Secretary or President a written statement containing the name of the member, the directorship for which said member is being nominated, and a signed statement by the member being nominated that he desires to run. The Secretary shall determine the qualifications of the nominee. Not less than twenty (20) days prior to the Annual Members' Meeting, the Secretary shall prepare the ballots and post a list of nominations on the bulletin board of the Association. No unit owner desiring to be a candidate for board membership shall be restricted from being nominated from the floor.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect one of the members to serve as an interim Director for the unexpired portion of the term of the former Director. At the expiration of the term of said interim Director, said vacancy shall be filled by an election held by the members of the Association upon notice in the manner provided above in Article IV, Section 3.

Section 4. A Director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) per cent of the unit owners, giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. At said meeting a successor may then and there be elected to fill the vacancy thus created for the unexpired portion of the term of the former Director. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to Directors for their service as Directors. Compensation may be paid to a Director in his or her capacity as a professional person or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of the Board of Directors after each annual meeting of the members shall be held within ten (10) days of said annual meeting at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present. Notice of said meeting shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency, and said meeting shall be open to unit owners.

Section 7. 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 (3) days prior to the day named for such meeting. Notice of said meeting shall be posted conspicuously forty-eight (48) hours in advance except in an emergency, and said meeting shall be open to unit owners.

The Directors may establish a schedule of regular meetings to be held in the office of the corporation and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted; provided, however, written notice of said meetings shall still be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency, and said meeting shall be open to unit owners.

Section 8. 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 (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given to members of the Board, personally or by mail, telephone or telegraph, which notice

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shall state the time, place and purpose of the meeting. Notice of said meeting shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency, and said meeting shall be open to unit owners.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to members of the Board shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such a meeting at which a quorum is present shall be the acts of the Board of Directors. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice to said Directors. The posting of notice required in Sections 6, 7, and 8 for the benefit of owners must still be complied with. The President of the corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law and pursuant to the provisions of Chapter 617 et seq., Florida Statutes, and Chapter 718, Florida Statutes, as amended, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation and the condominium documents, subject only to such approval of the owners of the individual condominium parcels as may be required under these Bylaws, the Articles of Incorporation and the condominium documents.

Such powers shall include, but shall not be limited to the following:

A. The management and operation of THE RENAISSANCE OF POMPADOUR BEACH III.,

B. The making and collecting of assessments from members for the purpose of operating and maintaining the condominium in the manner set forth in the Declaration of Condominium.

C. The maintenance, repair and replacement of the condominium property.

D. The reconstruction of improvements after any casualty, and the further improvement of the property.

E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.

F. The making and amending of Regulations respecting the use of the property in the condominium, subject however to the provisions of Article XI-C of the Declaration of Condominium.

G. The approval or disapproval of proposed purchasers, lessees and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.

H. The carrying and paying of the premium for such insurance as may be required for the protection of the owners of condominium parcels and the corporation against any casualty or any liability to third persons as is required by the Declaration of Condominium.

I. The employment of a management agent at a compensation established by the Board of Directors and the delegation to said management agent of such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

J. The enforcement by legal means of the provisions of the condominium documents, the Articles of Incorporation, Bylaws of the corporation, and the regulations for the use of the property in the condominium.

K. The payment of any taxes or special assessments against any condominium parcel where the same are in default and assessment of the same against the condominium parcel, subject to the said taxes and liens, including but not limited to any condominium parcel acquired by the corporation through the enforcement of any lien by the corporation against said condominium parcel.

L. The purchase or rental of a manager's apartment and holding of title or lease to the same in its name and paying the rental or purchase price for the same.

This power shall include the power to execute a note and mortgage, or to assume the obligations of any existing note or mortgage encumbering said apartment, and to pay any and all maintenance costs, taxes, mortgage payments or other costs in connection therewith.

ARTICLE VI

OFFICERS

Section 1. The principal officers of the corporation shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board, and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified, except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of a president of a corporation, including but not limited to the power of appointing committees from among the members of the Board from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer, in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer

or employee, for any reason whatsoever, may be filled by the Board of Directors at any regular or special meeting, which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

Section 9. No compensation shall be paid to officers for their services as officers. Compensation may be paid to an officer in his or her capacity as a professional person or employee, or for other services rendered to the corporation outside of his or her duties as an officer. In this case, however, said compensation must be approved in advance by the Board of Directors, and the officer to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the corporation.

ARTICLE VII

FINANCE

Section 1. The funds of the corporation shall be deposited in a separate account in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. An audit of the accounts of the corporation shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

Section 4. Minutes of all meetings of the members and of the Board of Directors and other records of the Association shall be kept in a businesslike manner in a minute book or other suitable binder or cover and shall be available for inspection by unit owners or their authorized representative and Board members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven (7) years.

Section 5. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at all reasonable times.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend any such action.

Section 6. The Board of Directors of the corporation shall maintain the following records relating to the fiscal management of the Association as a supplement to any provisions set forth in the Declaration of Condominium and Articles of Incorporation:

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

1. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expense for the succeeding year. The records for current general expense shall be kept separate and apart from the records for current expense allocable to any individual condominium unit.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually, with separate accounts kept for those items allocable for general Association reserves and for individual condominium unit reserves.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, with separate

accounts kept for these items allocable for general Association reserves and for individual condominium unit reserves.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, with separate accounts kept for those items allocable for general Association betterment and for individual condominium unit betterment.

5. Individual ledgers. The assessments for common expenses shall be set forth upon a roll or ledger card of the apartments which shall be available in the office of the Association for inspection by the apartment owners at all reasonable times. Such roll or ledger card shall indicate for each apartment the name and current mailing address of the unit owner, the amount of each assessment for all purposes, the dates and amounts in which the assessments become due, the amount paid upon the account and the balance due. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment roll or ledger card by the treasurer or assistant treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

6. Accounting records. All of said accounting records shall be kept according to good accounting practices and shall be open to inspection by unit owners or their authorized representatives at reasonable times.

Section 7. Copies of the budget and proposed annual assessments, shall be mailed to the unit owners not less than thirty (30) days prior to the Directors' meeting at which the budget will be considered, together with written notice of the time and place of said meeting. Said meeting shall be open to the unit owners.

If a budget is adopted by the Board of Directors which for some reason requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, not including reserves and betterments as set forth above, upon written application of 10% of the unit owners, to the Board, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice to each unit owner but within thirty (30) days of the delivery of such application to the Board of Directors, or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Directors and elect their successors by a vote of 75% of the votes of all the apartment owners.

The Board of Directors may in any event propose a budget to the unit owners at a meeting of members, or by writing, and if such budget or proposed budget be approved by a majority of the unit owners at the meeting or by a majority of their whole number, in writing, such budget shall not thereafter be re-examined by terms of this section. In accordance with the provisions of Chapter 718.112(2)(f), in determining whether such assessments exceed 115% of similar assessments in prior years, there should be excluded the reserves provided for in paragraphs 2, 3 and 4 of Section 6, Article VII, of these Bylaws.

So long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval by a majority of the unit owners other than the Developer.

Section 8. The Board of Directors shall require that a fidelity bond be obtained for all officers and Directors of the corporation handling or responsible for the control or disbursement of corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 9. All assessments paid by members of the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excess monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the general elements shall be considered as a general surplus and held for the benefit of all of the members in proportion to each member's share in the general common elements.

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ARTICLE VIII

AMENDMENTS

Section 1. The Bylaws may be amended by the members by agreement in writing or at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least two-thirds of the votes in the condominium as set forth in the Declaration of Condominium, except as provided below in Section 2.

Section 2. No amendments to the Bylaws shall be valid without the written consent of one hundred (100%) per cent of the members as to changes in the configuration or size of any condominium unit in any material fashion, or material alterations or modifications of the appurtenances to the unit, or changes of the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus and common elements, or changes or modifications in voting rights, or location of a member's apartment.

The Developer reserves the right at any time prior to the closing of any of the purchase by individual owners of their purchase in the condominium to make amendments to the Bylaws so long as said amendments do not affect the percentage of ownership in the general common elements, assessments, voting rights or location of any apartment as to any apartment previously sold and title conveyed to any purchaser prior to the time of said amendment. No such amendment shall be effective, however, as to any apartment unit encumbered by the lien of any permitted mortgage until the written consent of said mortgagee has been obtained and filed of record. Amendments may be made combining two or more apartment units owned by the Developer or by any owner, in which event the total share in the common elements, common surplus and maintenance and voting rights shall be the combined totals of each of said apartments so combined. Such changes may be made by the Developer prior to the recording of the Declaration of Condominium without the consent of anyone except any mortgagee holding a mortgage against any of said apartments so combined and may be made by the Developer or an owner after the recording of said Declaration with the only consent required being that of the owners of said apartments so combined and any mortgagees holding mortgages against said apartments, provided however, in no event shall the share in the common elements, surplus and expenses exceed 100% and the number of votes authorized shall not exceed 93 votes and further provided, when said Declaration has been recorded, no combination of any two or more units may be made wherein said combination involves any modifications which would impair the structural strength of the building.

Section 3. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 4. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 5. No amendment to the Bylaws shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

Section 6. No amendment to the Bylaws shall be effective without the written consent of R. D. C. INC., so long as it is the owner of any of the condominium parcels included within THE RENAISSANCE OF POMPANO BEACH III, a condominium, provided, however, Developer's rights to require its written consent of any such amendment shall expire four (4) years from date of recording of the Declaration.

Section 7. No amendment to the Declaration of Condominium or any exhibits attached thereto shall be valid without the written consent of any institutional mortgagee holding a mortgage lien on any apartment.

ARTICLE IX

ASSESSMENTS

Section 1. The expense for the operation and maintenance of the common elements (including general common elements and limited common elements) shall be a common expense and each apartment owner shall be liable for his, her or its portion

of said expenses as provided in the Declaration of Condominium, except as herein-after provided.

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

Section 2. Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves. Assessments shall be made for the calendar year annually in advance on December 1st preceding the year for which assessments are made and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Said assessments and the budget which is the basis for such assessments shall be in accordance with the provision of Chapter 718.112 Florida Statutes. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Upon default by any unit owner in the payment of any such monthly installment within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such monthly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses, and for all the unpaid operating expenses previously incurred.

In the event of foreclosure of a first mortgage encumbering an apartment unit, the purchaser at such sale, his successor assigns, shall not be liable for the share of assessments pertaining to such apartment unit chargeable to the former owner of such apartment which became due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be a common expense collectable from all of the apartment owners including the purchaser, his successors or assigns. The foregoing provisions shall also be applicable to the conveyance of an apartment to a first mortgagee in lieu of foreclosure.

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

All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment, or any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to their shares in the common areas.

Section 3. Interest, application of payments. Assessments and installments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of six (6%) per cent per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, or by foreclosure of the lien securing the assessment, or by any other competent proceeding and in any event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits, plus reasonable attorney's fees, including, but not limited to such fees incurred prior to institution of litigation or in litigation, including trial and appellate review, and bankruptcy or other administrative or judicial proceedings.

Section 4. The Board of Directors shall have the right to include in any approved budget an annual assessment levied against the apartment units for betterments and reserves for replacements and repairs in an amount not to exceed \$25,000.00 in one calendar year. Any budget requiring the expenditure of funds for betterments and reserves for replacement or repairs in excess of \$25,000.00 in a given calendar year shall require the approval of the majority of unit owners at a duly called meeting. Approval of such budget by any unit owner not attending said meeting may be expressed in writing and signed by the unit owner. These provisions shall not apply to any purchases of furniture, fixtures or furnishings which are to be paid for by the purchasers of apartment units out of their contribution to capital pursuant to their individual purchase agreements, as the purchase of the same by the Board of Directors shall not require the consent of the apartment unit owner for the expenditure of any funds for said purpose. All the provisions set forth above relating to the assessment, liability for and collection of any assessment for maintenance and operations shall apply to assessments for betterments and reserves for replacement or repairs. So long as the Developer holds any units in this condominium for sale in the ordinary course of business, the Developer may not be assessed as a unit owner for any betterments, or reserves for replacement or repairs or capital improvements.

The foregoing were duly adopted as the Bylaws of THE RENAISSANCE OF POMPANO BEACH III, INC., being a corporation not for profit, under the laws of the State of Florida, at a special meeting of the Board of Directors on the _____ day of _____, 19____.

President

Secretary

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RULES AND REGULATIONS
OF
THE RENAISSANCE OF POMPANO BEACH III
A Condominium

1. RULES AND REGULATIONS: These rules and regulations will be enforced as follows:

A. Violations should be reported to the manager of the building, not to the Board of Directors or the Officers of the Association.

B. Violations will be called to the attention of the violating owner by the manager of the building and he will also notify the appropriate committee of the Board of Directors.

C. Disagreements concerning violations will be presented to and judged by the Board of Directors to take appropriate action.

2. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of the door in corridors.

3. CHILDREN: Children are not to play in public halls, stairways, or lobby or interfere with the operation of the elevators. Owners shall require their children and those of their guests and Lessees to comply with directions of pool and/or beach attendants (if any) and the manager, including temporary revocation of pool privileges for disobedience or unacceptable conduct.

4. DESTRUCTION OF PROPERTY: Neither owners nor their dependents or guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Owners shall be responsible for any such damage by any such party or by mechanics and materialmen, with whom they contract.

5. CLEANLINESS: Owners shall not allow anything whatsoever to be thrown or to fall from the windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the balconies, windows, or to the interior of the building from hall doors.

6. BALCONIES AND TERRACES: No bathing suits, towels, or clothing shall be hung from the balconies or terraces. No mops shall be shaken from the balconies or windows. No loose articles shall be left on balconies during the hurricane season.

7. HALLWAYS: Garbage cans, milk boxes, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on the staircase landings.

8. RIGHT TO ENTRY INTO APARTMENTS IN EMERGENCIES: In case of any emergency originating in or threatening any apartments, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent, or managing agent, or their agents shall have the right to enter such apartment for the purpose of remedying or abating the causes of such emergency, and such right to entry shall be immediate, and, to facilitate entry in the event of any emergency, the owner of each apartment is required by the Association to deposit under the control of the Association, a key to such apartment.

9. PLUMBING: Water closets and other plumbing shall not be used for any purpose than those for which they were constructed, and no sweeping, rubbish, rags or other foreign substances shall be thrown therein. Total costs of all maintenance, repairs and replacement connected with any such misuse shall be paid by the owner upon demand.

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10. RESPONSIBILITY FOR DAMAGE: Owners shall be liable for all damages to building caused by receiving deliveries of, or moving or removing their furniture or other articles to and from building by whomsoever caused.

11. ROOF: Owners are not permitted on the roof for any purpose and shall be responsible for keeping their families, guests, employees and contractors off of the roof.

12. SOLICITATION: There shall be no solicitation by any person anywhere in the building for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

13. PARKING: Each parking space may be used only by the owner thereof, or by a person designated by the owner, and shall be used only for the parking of automobiles. No trucks, motorcycles, recreational vehicles or boats may be parked in any parking space which is a part of the condominium common areas. No automobile shall be parked other than in the space designated for parking in the parking area. Any truck, motorcycle, recreational vehicle, boat or automobile improperly parked on the condominium parking areas will be towed away at the expense of the owner of the dwelling unit doing or permitting such act, and/or the owner of the vehicle or boat.

14. FOOD AND BEVERAGES: Food and beverage may be consumed outside a private dwelling at the pool patio only. No food shall be cooked on the balconies or on the terrace, or on the grounds or beach excepting only in the kitchens in the building.

15. FIRE DOORS: Fire doors shall be used for ingress or egress only in the event of emergency.

16. RULE CHANGES: The Directors of the Association reserve the right to change or revoke existing rules and regulations and make such additional rules and regulations from time to time, as in their opinion shall be necessary or desirable for the safety and protection of the building and its occupants, and to promote cleanliness and good order of the property and to assure the comfort and convenience of the owners. No rule may be enacted or revised so that it unfairly discriminates against any unit owner or his or her family, or any class of unit owners, or which violates any law or regulation of any public body. The unit owners reserve the right to revoke or amend all or any portion of these Rules and Regulations, including any rule or regulation which may have been passed by the Board of Directors in the manner provided for in the Declaration of Condominium, except for rules and regulations relating to the use of recreational facilities or where necessary to conform to laws or regulations of any governmental agency in which case Regulation 31 shall apply.

17. CARPET: Owners are required to cover 80% of floors in the bedrooms, living room and dining room with carpet laid over padding.

18. RADIO AND TELEVISION: It is required that all radios and televisions be kept moderately tuned at all times. There shall be no radio and/or television aerial or antenna installed by individual owners. A complete television antenna system has been provided in the building. No television or radio or speaker shall be placed in the balconies or terraces.

19. APARTMENT USE: Apartments shall not be used for commercial or professional purposes.

20. BUILDING EMPLOYEES AND CONTRACTORS: No owner or member of his family or guest shall give orders or instructions to building employees or contractors, but rather shall express their desires to the manager for his consideration.

21. CONDUCT: No person in an apartment unit or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

22. EXTERIOR APPEARANCE: To maintain a uniform and pleasing appearance to the exterior of the building, no projections shall be attached to the outside walls or to the balconies. This includes any type of screen or umbrella. Balcony floors may be painted any color desired, otherwise standard exterior colors

shall not be altered, and no outside shutters or other window covering may be installed without the prior written approval of the Association. No air conditioners or fans, any part of the system of which is visible from the exterior of the building shall be installed without prior approval of the Board of Directors.

33. DELIVERIES: Deliveries shall be made only from the service entrance. Owners shall require compliance of all persons making deliveries to them, their dependents and guests to their private apartment. Laundry and dry cleaning may be left at the front desk. Small items may be received at the desk. The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the building or employees of the management of the building, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss or damage of and to such items.

24. CARRIAGES: Carriages and shopping carts must be taken out of and brought into the building through the service entrance, not through the lobby. Bicycles may not be brought into the building, but must be placed or stored in the area designated by the manager.

25. ATTIRE: Owners, their families and guests shall not appear in or use the lobby except in appropriate attire. No one in bathing attire is permitted in the lobby.

26. TRASH CHUTE: All refuse, waste, bottles, cans, or garbage (other than that which the disposal is designed to handle) shall be securely wrapped in paper and sent down the trash chute in a container not exceeding the width of the chute. Trash chute may be used only between 8:00 A.M. and 10:00 P.M. Newspapers and magazines shall be stacked in the corner of the trash rooms.

27. SERVICE PEOPLE: Service people are required to use service entrance. No owner shall permit any service people to work on any private apartment before 8:00 A.M. or after 10:00 P.M.

28. SIGNS: No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside or inside of a unit without prior written consent of the Association.

29. PETS: Pets will be permitted, subject to the following conditions:

A. The only pets which may be kept by the owner of any apartment shall be a domestic dog or a domestic cat weighing under 10 pounds. No other pet shall be permitted to be kept by any owner in his or her apartment.

B. All dogs and cats shall be carried or on leash when taken from the apartment, and they shall not be allowed to run loose or to be walked or curbed on any of the common elements of the Association, except in such areas as may be specified by the Board of Directors of the Association.

C. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said pet thirty (30) days written notice of said fact. In the event that said owner does not remove said pet from the premises during said thirty (30) day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to securing an injunction requiring the removal of said pet.

D. All dogs must be licensed by the proper authorities and the owner must register the license number with the Board of Directors each year.

E. The only pets allowed will be those pets originally owned by an owner at the time of purchase of his or her apartment. Once the original pet has been removed from the premises or has died, no replacement of said pet may be made.

30. SWIMMING POOL AND BEACH: Bathers are required to wear footwear and a cover over their bathing suits while within the building. Clean tar from feet

before entering pool deck. Owners and their guests using the swimming pool and beach do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult to the swimming pool or beach.

All persons utilizing the swimming pool must comply with all the laws of the State of Florida. All ladies must wear bathing caps while in the pool. No glasses, bottles, or other objects of glass or breakable pottery may be utilized on the immediate deck surrounding the pool or in the pool.

31. ADDITIONAL REGULATIONS RELATING TO RECREATIONAL FACILITIES: The use of all the recreational facilities located on THE RENAISSANCE OF POMPANO BEACH III, a Condominium, shall be regulated from time to time by the Board of Directors of the Association. These additional regulations shall include such regulations as are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities. They shall also include such other regulations as are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the Association. Said additional rules and regulations shall be mailed to each of the unit owners, in care of their apartment in said condominium upon adoption of the same by the Board of Directors.

32. PRIVATE USE OF RECREATIONAL AND SOCIAL FACILITIES: Private use of the recreational and social facilities must be arranged through the Board of Directors, and the user is responsible for rooms being left in a clean order as well as for any breakage or damage caused.

33. VIOLATIONS: The Association and any owner damaged by any breach or violation of the Rules and Regulations herein set forth or adopted in the future shall have the following remedies against any other owner, lessee of any owner, guest of an owner, or member of an owner's family:

- (1) An action to recover damages.
- (2) As an alternate remedy enforcement of the rules and regulations by an action for an injunction.
- (3) In the event that the Association or any owner brings any of the above actions and shall prevail in said action, the Association or said owner bringing said action shall be entitled to recover all courts costs incurred in said action and a reasonable attorney's fee, including but not limited to such fees incurred prior to institution of litigation or in litigation including trial and appellate review, and in bankruptcy or other administrative or judicial proceedings.

34. DOCKS:

A. The developer has reserved the right, in its sole discretion, to construct certain boat docks as part of the overall RENAISSANCE OF POMPANO BEACH III development, if the Seller is able to obtain the necessary governmental permits for the construction of the same.

If the boat docks are constructed, the developer reserves the right to sell and assign individual dock spaces to purchasers of apartments in THE RENAISSANCE OF POMPANO BEACH III Condominium on such terms and conditions as the developer may impose, in its absolute discretion. Said docks shall be considered as limited common elements appurtenant to the apartment owned by each such purchaser. Said docks may be used only by the unit owner to whom said dock has been assigned.

The developer does not warrant the title to any underlying land upon which said docks will have been constructed, if the same are constructed.

B. A dock space may only be sold by the unit owner assigned the dock space to an owner of a unit at THE RENAISSANCE OF POMPANO BEACH III or to the developer as provided in Article VI A. of the Declaration of Condominium, provided however, that for the purposes of this provision a unit owner shall include a prospective purchaser of the condominium unit owned by the unit owner selling the dock space, and the unit owner selling said dock space shall be entitled to retain any and all consideration received by him for the conveyance of the dock space.

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of the use or enjoyment of or by abandonment of the dock space assigned to the unit owner, provided, however, that the liability for such assessments shall cease at such time as the records of the Association have been changed to reflect the sale of a dock space by the dock space owner.

C. The use, maintenance and operation of said docks will be governed as follows:

(1) The assignees of dock space shall be responsible for keeping said docks in a safe and sanitary condition.

(2) The assignees of said dock spaces shall not suffer any act of commission and omission on the docks, which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon maintained by THE RENAISSANCE OF POMPANO BEACH III, INC. or violate any governmental regulations governing the use of such facilities.

(3) No assignee of any dock space may utilize a boat moored at said dock for the purpose of living quarters, either for said owner or for his family or guests of said owner.

(4) No debris, trash, equipment or other tangible personal property may be stored or placed on said dock except that the assignee of any such dock space may construct a locker on his or her dock in accordance with specifications approved by the Board of Directors of THE RENAISSANCE OF POMPANO BEACH III, INC. No refinishing or major repairs shall be allowed to be performed by any assignee of a dock space on his or her boat while moored at the dock space.

D. The assignee of dock space shall be responsible for paying for the maintenance and repair and all separately-metered utilities of said dock space. The assignee shall also be responsible for providing his or her public liability insurance insuring the owner of said assigned dock space and all other owners in THE RENAISSANCE OF POMPANO BEACH III against the risks normally covered by said liability insurance with limits of \$100,000/\$300,000 personal injury and \$10,000 property damage. A certificate of insurance showing that such a policy has been validly issued and the premium paid for the same by said owner, covering both the owner and the other owners in THE RENAISSANCE OF POMPANO BEACH III, a condominium, shall be deposited with the Board of Directors and renewed from year to year.

E. The owners of apartments to whom a dock space has been assigned shall pay to THE RENAISSANCE OF POMPANO BEACH III, INC., a monthly maintenance charge for the use of said docks. Said charge shall be for the purpose of defraying the cost of furnishing said docks with the proportionate share of insurance and taxes applicable to said docks as are paid by THE RENAISSANCE OF POMPANO BEACH III, INC. and with necessary maintenance furnished by the Association. Said charge shall be reasonable, and shall not include any charge for maintenance or depreciation which are the responsibility of the owners of said docks. Said assessment shall be paid like all other monthly assessments, pursuant to Article VIII C of the Declaration of Condominium and is enforceable as such by the Board of Directors of THE RENAISSANCE OF POMPANO BEACH, III, INC.

F. In the event that the owner assigned any dock space should fail to maintain and repair the dock space assigned to him, THE RENAISSANCE OF POMPANO BEACH III, INC. shall have the right to maintain the same, or make said repairs, and to charge the same to said owner as an assessment as authorized under Article VIII, Section C, of the Declaration of Condominium which shall be payable solely by the owner assigned said dock space. If said assessment is not paid within the times provided therein, THE RENAISSANCE OF POMPANO BEACH III, INC. shall have the right to enforce said assessment in the same manner as other assessments are enforceable.

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, A.D., 197____, between R.D.C., INC., a Florida corporation, having its principal place of business in the County of Broward, State of Florida, Party of the First Part, and

whose permanent mailing address is

of the County of _____, in the State of _____, Part____ of the Second Part:

WITNESSETH: That the said Party of the First Part, for an in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid by the said Part____ of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Part____ of the Second Part, _____ heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, more particularly described as follows:

A condominium parcel designated as Apartment Unit No. _____ of THE RENAISSANCE OF POMPANO BEACH III., a Condominium, according to the Declaration thereof, dated _____, and recorded in O.R. Book _____, Page _____, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto, all according to said Declaration of Condominium and Exhibits attached thereto.

Subject to all of the provisions of the Declaration of Condominium and Exhibits attached thereto, and any and all restrictions, reservations, easements and limitations of record, and governmental zoning, which the Part____ of the Second Part assume[s] and agree[s] to perform and abide by.

Also subject to all taxes and special assessments levied subsequent to the year 19____.

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

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed in its name and by its proper officers and its corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

R.D.C., INC.

By _____
President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared I. MESSER, President of R.D.C., INC., a Florida corporation, and he acknowledged executing the foregoing Warranty Deed in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 19____.

(SEAL)

Notary Public
My Commission Expires:
EXHIBIT E
RECORDED IN THE OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
FLOYD T. JOHNSON
ACTING COUNTY ADMINISTRATOR

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