

GATEWAY ARMS CONDOMINIUM

A CONDOMINIUM

MADE this _____ day of _____, 1966, by Carlcliff, Inc., a Florida corporation, hereinafter called "Builder", for itself and its successors declares:

I

PURPOSE:

To create a condominium under the laws of the State of Florida, Acts of 1963, and as defined in said act and herein, of the lands hereinafter described, together with all improvements thereon.

II

DEFINITIONS:

The following words whenever used in this Declaration shall have the following meaning:

A. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

B. "Association" means the entity responsible for the operation of a condominium.

C. "Builder" means the grantor and declarator herein and the original owner of the improvements.

D. "By Laws" means the by-laws for the government of the condominium as they exist from time to time.

E. "Common Elements" means the portions of the condominium property not included in the units.

F. "Common Expenses" means the expenses for which the unit owners are liable to the association.

G. "Common Surplus" means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

H. "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

I. "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

J. "Condominium Property" means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and right appurtenant thereto intended for use in connection with the condominium.

K. "Declaration of Condominium or Declaration" means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

L. "Unit" means a part of the condominium property which is to be subject to private ownership. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of the other units. One Automobile parking space shall be made available for each unit, said parking space shall be assigned by the Association.

M. "Unit Owners" or owner of a unit means the owner of a condominium parcel.

III

CONDOMINIUM PARCELS AND OWNERSHIP OF COMMON ELEMENTS

1. There shall pass with a unit as appurtenances thereto:
 - (a) An undivided one-twenty-seventh (1/27) share in the common elements; however, at such time as Condominium Parcel number 27 is subdivided into 6 condominium parcels and sold, the share of the common elements passing to the purchasers of the subdivided parcels shall be equal to that of the purchasers of the original parcels so that ultimately there shall have passed with each unit an undivided one-thirty-second (1/32) share in the common elements;
 - (b) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;
 - (c) An undivided share in the common surplus;
 - (d) Condominium parcel number 27 may be subdivided into 6 separate parcels bringing the total number of condominium parcels to 32. No condominium parcel other than number 27 shall be subdivided.

IV

PARTITION PROHIBITED:

1. The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.
2. A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
3. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

V

COMMON ELEMENTS: Common elements include within its meaning the following items:

1. The land on which the improvements are located and any other land included in the condominium property whether or not contiguous;
2. All parts of the improvements which are not included within the units;
3. Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;
4. An easement of support in every portion of a unit which contributes to support of a building;
5. Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than a unit containing the installation;
6. The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.
7. Any easement for the benefit of the Association and/or Unit owners, whether jointly or severally, arising by virtue of the plumbing drainfield running under that portion of the Condominium property upon which Condominium Parcel number 27 is to be constructed shall terminate upon the installation of sewers and the cutting of the drainfield pipe at the property boundary line at which time the easement shall cease.

VI

NAME AND LEGAL DESCRIPTION:

1. This Condominium shall be known as GATEWAY ARMS CONDOMINIUM.
2. The land which is hereby submitted to said Condominium is:

Lots Twenty-Two (22), Twenty-Three (23),
 Twenty-Four (24), and Twenty-Five (25),
 Block 4, GATEWAY PARK, AMENDED, according
 to the Plat thereof recorded in Plat
 Book 26, page 23 of the Public Records
 of Broward County, Florida.

VII

EXPENSES AND SURPLUS:

1. Common expenses shall include expenses for the operation, maintenance, repair and replacement of common elements, and the cost of carrying out the powers and duties of the Association, and any other expense designated as common expense by law, this Declaration or the By-Laws.

2. Common expenses shall be the liability of all of the unit owners and each unit owner shall be liable for expenses as follows:

(a) the owner of each one-bedroom, one bath unit shall initially pay \$12.00 each month.

(b) the owner of each two bedroom, two bath unit shall initially pay \$14.00 each month.

3. Funds for the payment of common expenses shall be the liability of all of the unit owners and in the event the funds assessed in paragraph VII 2. (a) and (b) next above are not sufficient to pay the common expenses, the following formula shall be used to compute the assessment levied upon each unit:

(a) While there are 27 condominium parcels, the total amount necessary to pay the common expenses shall be ascertained (T), this amount shall be divided by 358 (divisor) to ascertain the quotient (Q); thus, $\frac{T}{358} = Q$, then,

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for the owners of one-bedroom, one bath units the quotient (Q) shall be multiplied by 12 and the product shall be the monthly amount of assessment.

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 261
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2) for the owners of two-bedroom, two bath units the quotient (Q) shall be multiplied by 14 and the product shall be the monthly amount of assessment.

(b) Upon the subdivision of condominium parcel number 27 into 6 units, bringing the total number of condominium parcels to 32, and the sale of these 6 units by Builder, the total amount necessary to pay the common expenses shall be ascertained (T), this amount shall be divided by 442 to ascertain the quotient (Q) thus,

$$\frac{T}{422} = Q, \text{ then}$$

1) for the owners of one-bedroom, one bath units the quotient (Q) shall be multiplied by 12 and the product shall be the monthly amount of assessment.

2) for the owners of two-bedroom, two bath units the quotient (Q) shall be multiplied by 14 and the product shall be the monthly amount of assessment.

(c) As each of the subdivided units are sold there shall be added to the number 357 (divisor), referred to in subparagraph a above, the number 12 for each one bedroom unit and the number 14 for each two bedroom unit, the sum (X) shall then be the divisor; thus $\frac{T}{X} = Q$, then

- 1) for the owners of one-bedroom, one bath units the quotient (Q) shall be multiplied by 12 and the product shall be the monthly amount of assessment.
- 2) for the owners of two-bedroom, two bath units the quotient (Q) shall be multiplied by 14 and the product shall be the monthly amount of assessment.

VIII

ASSESSMENTS: Funds required to meet expenses shall be acquired by assessment against the unit owners made by the Association hereinafter provided for and shall be governed by the following provisions:

1. All unit owners shall be liable for all assessments payable while owners of a unit. Grantees shall be jointly and severally liable with their grantor for all unpaid or delinquent assessment owed by grantor for the particular unit owned by grantee only.
2. Neither non-use, abandonment nor reunciation shall eliminate the liability of a unit owner to pay the assessments falling due during the period of ownership.
3. Assessments and installments not paid when due shall bear interest from the due date until paid at the rate of eight per cent (8%) per annum.
4. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon until paid. Such lien shall also include reasonable attorney's fees and Court costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens may be recorded in the Public Records of Broward County, Florida.
5. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner prescribed by law.
6. All unit owners shall own one-thirty-second (1/32) of the common surplus after the subdivision of unit number 27 and shall own 1/27 of the common surplus prior to the subdivision of unit 27, and said ownership shall pass to a grantee.

IX

VOTING RIGHTS OF OWNERS OF UNITS: Each unit owner shall have one (1) vote for each unit owned by him. Each unit owned shall be deemed to encompass husband and wife for voting purposes and the ballot shall be cast by the husband.

X

METHOD OF AMENDMENT OF DECLARATION:

1. Amendments to this Declaration shall be proposed and adopted by a majority after notice of the subject matter of the proposed amendment shall have been included in the notice of any meeting at which the proposed amendment is considered. At least seven (7) days notice shall be furnished prior to the date of any meeting at which amendments are considered.

2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by all of the unit owners meeting as Members of the Association and, after being passed and approved by one of such bodies, it must be approved by the other. Directors and unit owners not present at the meeting considering the amendments may express their approval in writing. Such approvals must be by all of the Directors and by all of the Members of the Association.

3. An amendment of this Declaration shall become effective when recorded according to law and such amendment shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording data identifying the Declaration; provided, however, that should a mortgage or other lien exist on the Condominium property or any of the Condominium parcels, then the written consent of such mortgagee or lienor must also be obtained in order to amend this Declaration.

XI

ASSOCIATION:

1. The operation of the Condominium shall be vested in Gateway Arms Home Owners Association, an unincorporated association.

2. No unit owner except as an officer of the Association shall have any authority to act for the Association.

3. The powers and duties of the Association shall include those set forth in the By-Laws, but in addition thereto the Association shall:

(a) have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units;

(b) have the power to make and collect assessments and to lease, maintain, repair and replace the common elements;

(c) maintain accounting records according to good accounting practices which shall be open to inspection by unit owners at all reasonable times. Such records shall include:

1) A record of all receipts and expenditures;

2) An account for each unit which shall designate the name and address of a unit owner, the amount of each assessment, the dates and amounts upon which the assessments become due, the amount paid on the account, and the balance due.

XII

BY-LAWS: The Articles of Association are attached hereto and made a part hereof as Exhibit "B". The operation of this Condominium shall be governed by the By-Laws of Gateway Arms Home Owners Association, a copy of which is attached hereto and made a part hereof as Exhibit "C".

XIII

MAINTENANCE AND ALTERATIONS:

1. The Association shall maintain, repair and replace at the Association's expense, all portions of the unit which contribute to the support of the building and also including outside walls of the buildings, structural slabs, roof, interior boundary walls of units and load-bearing columns, excluding, however, interior walls, ceilings and floor surfaces.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which serve as part or parts of the condominium other than the unit within which contained shall be maintained, repaired or replaced by the Association.

3. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

4. Anything else that is a common element shall be maintained by the Association.

5. The unit owners shall maintain, repair and replace at his expense all portions of the unit except the portions to be maintained repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

6. No unit owner shall make any alterations in the portions of the unit and unit building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the unit building, or impair any easement.

XIV

TERMINATION:

1. All of the unit owners may remove the condominium property from the provisions of this law by an instrument to the effect, duly recorded, provided that the holders of all liens and mortgages, affecting any of the condominium parcels consent thereto or agree, in either case by instrument duly recorded, that their liens and mortgages be transferred to the percentage of the undivided interest of the unit owner in the property as hereinafter provided.

2. Upon removal of the condominium property from the provisions of this law, the condominium property shall be deemed to be owned in common by the unit owners. Unless otherwise provided in the declaration, the undivided interest in the property owned in common by each unit owned shall be the percentage or undivided interest previously owned by such owner in the common elements.

3. The condominium may be terminated in such other manner as may be prescribed in the declaration.

4. The termination of a condominium shall not bar the creation of another condominium affecting the same property.

XV

EQUITABLE RELIEF: In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity having jurisdiction in and for Broward County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XVI

LIMITATION OF LIABILITY:

1. The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

2. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XVII

LIENS:

1. Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels;

2. Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the Association, such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all Condominium parcels in the proportions for which the owners thereof are liable for common expenses;

3. In the event a lien against two or more Condominium parcels becomes effective each owner thereof may relieve his Condominium parcel of the lien by payment of the proportionate amount attributable to his Condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such Condominium parcel.

4. Nothing in the preceding three paragraphs shall be construed or interpreted to apply to or restrain the builder from creating or causing liens to arise upon the common elements of the condominium property as a whole in order to affect the subdivision of unit 27, as elsewhere herein provided.

XVIII

REMEDIES FOR VIOLATION: Each unit owner shall be governed by and conform with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

XIX

EASEMENTS:

1. Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress through the common elements other than the limited common elements appurtenant to individual units, if any, and the land on which improvements are located and all other land in the condominium property, and

(a) All parts of the improvements which are not included within the units.

(b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(c) An easement of support in every portion of a unit which contributes to the support of a building.

(d) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(e) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

2. All Condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachment no longer exists.

3. Any easement for the benefit of the Association and/or Unit owners, whether jointly or severally arising by virtue of the plumbing drainfield running under that portion of the Condominium property upon which Condominium Parcel number 27 is to be constructed shall terminate upon the installation of sewers and the cutting of the drainfield pipe at the property boundary line at which time the easement shall cease.

XX

MEMBERSHIP IN ASSOCIATION:

1. Gateway Arms Home Owners Association, a non-profit Florida Association, shall perform the acts and duties desirable for management for the units and common elements, and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid;

2. All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units. The Articles of Association are attached as Exhibit "B".

XXI

CONVEYANCES: In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner, other than the Builder, shall be subject to the following provisions; so long as a building in useful condition exists upon the land.

1. Sale or lease. No unit owner may dispose of a unit or any interest therein by sale, nor by lease, without approval of the Association, except to another unit owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all of the unit owners. The approval of the Association shall be obtained in the manner hereinafter provided:

(a) Notice: A unit owner intending to make a bona fide sale or bona fide lease of his unit, or any interest therein, shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require.

(b) Approval: Within thirty (30) days after receipt of such notice, the Association must either approve or disapprove the transaction.

2. Mortgage No unit owner may mortgage his unit nor any interest therein without the approval of the Association, except to an institutional lender. The unit owner may become a mortgagee under a purchase money mortgage. An institutional lender shall only be a federal savings and loan association or federal or state bank or life insurance company.

DUTIES OF UNIT OWNERS:

Each unit owner shall:

1. Promptly pay the assessment when due, levied by the Association.
2. Maintain the unit in good condition and repair.
3. Not keep, house or maintain any dog or non-domestic animal, in their unit or upon the condominium premises or grounds.
4. Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property, by, through or under him, do likewise.
5. Make no alteration, repair, replacement, or change of the common elements.
6. Allow a representative of the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair and replacement of the common element, or in case of emergency.
7. Erect no sign, advertisement or notice of any type on the common elements or his unit, nor erect exterior antennae and aerial, except as permitted by the Association, except that this provision shall not apply to Builder.
8. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians licensed to do such work. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements.

XXIII

INSURANCE

1. The Association shall purchase insurance for the common elements and the units as a whole and the cost shall be included in the assessment for each unit.
2. Insurance protection shall be furnished for fire, extended coverage, public liability and workman's compensation, in amounts to be determined by the Board of Directors.
3. The Association shall provide for the proper issuance of the policies to the Association and unit owners as interest may appear and shall provide the necessary and proper mortgagee endorsements for individual unit mortgagees.
4. Premiums shall be paid by the Association from the common expense account.
5. The Association shall collect the proceeds of any loss and use the funds for:
 - (a) Repair, replacement and reconstruction cost,
 - (b) Payment to mortgagees. This provision is for the benefit of any mortgagee and may be enforced as a third party beneficiary contract. Payment to the mortgagee shall be up to the full amount of the unpaid principal and accrued interest unless the mortgagee approves use of the proceeds to repair, replace or reconstruct.
 - (c) In the event of a total loss proceeds shall be divided by the number of units and the monies due each unit shall be paid to each owner.
 - (d) Determine the cost, assessment, or adjustment and method of handling any condition not herein specifically provided for and the decision of the Board of Directors by majority vote shall be binding on all unit owners.

XXIV

BUILDERS: As long as the Builder owns any units in Building A or C, the following provisions shall be in full force and effect:

1. The Builder shall select a majority of the Board of Directors, who need not be unit owners.
2. No warranty or promise not contained in this declaration shall be binding on Builder.

XXV

CONSTRUCTION OF BUILDING B: The Builder reserves unto itself and its assigns the right to construct and sell Building B of Gateway Arms Condominium on that portion of the Condominium Property shown upon the Plans of William H. Peck, Architect at Page A-1. Said builder further reserves to itself and its assigns an easement for ingress and egress to said portion of Property in order that construction, maintenance and sale may be affected. Builder shall also have the right to use so much of the Condominium property adjacent to the proposed location of Building B without charge or liability as may be reasonably necessary to facilitate construction and sale of the building, including but not limited to the storage of building materials.

The Builder shall have the sole and exclusive right to control the preparation, construction, maintenance and sale of Building B. The Association and the individual unit owners shall have no rights whatsoever regarding the preparation, construction, maintenance and sale of said Building.

As each unit in Building B is sold by Builder or its assigns, the purchaser shall immediately become a member of the Association.

The Association and the individual unit owners shall not use that portion of the Condominium Property set aside for Building B, except that said portion of land may be landscaped in order to enhance the aesthetic beauty of the property. However, at such time as Builder is ready to proceed with the construction of Building B it may remove such landscaping as may be reasonably necessary to affect the preparation, construction, maintenance, and sale of the Building.

XXVI

RULES & REGULATIONS: The Board of Directors shall adopt Rules and Regulations, from time to time, as required and the Rules and Regulations as amended and in force shall be posted in the condominium furnished to each member and, upon request of any member, in a form signed by the President and Secretary certifying that the Rules and Regulations set forth are the only ones in force and effect on the date signed.

XXVII

INVALIDITY: The invalidity of any conveyance, restriction, condition, provision, article, or section of this Declaration, so construed by a court of competent jurisdiction shall not invalidate any of the remaining provisions.

XXVIII

STATUTE: Any statutory provisions not covered in this Declaration are by reference to the Condominium Act, Chapter 63-35, Laws of Florida, 1963, made a part hereof.

XXIX

AGENT FOR SERVICE: The agent for service of process is JOEL MILLER, ESQUIRE, 500 Northeast Third Avenue, Fort Lauderdale, Broward County, Florida.

Signed, Sealed and Delivered
in the presence of:

CARLCLIFF, INC.

By _____
President

Attest: _____
Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this _____ day of _____ 196____, before me personally appeared CLIFFORD E. JULIAN and CARL H. GRISHAM, President and Secretary respectively of CARLCLIFF, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at _____ County of Broward, State of Florida, the day and year last aforesaid.

Notary Public

My commission Expires:

EXHIBIT B

ARTICLE OF ASSOCIATION

OF

GATEWAY ARMS HOME OWNERS ASSOCIATION

ARTICLE I

NAME

The name of the Association shall be the Gateway Arms Home Owners Association, an unincorporated association.

ARTICLE II

Objects and Purpose

The general object and purpose of the Association is the care, maintenance, operation and management of the condominium provided for in the attached Declaration, and to do anything and everything incident, related or necessary thereto, and to purchase or otherwise acquire and to own, mortgage, pledge, sell, assign, transfer or otherwise dispose of and to invest in, deal in and with, goods, wares, merchandise, real and personal property, and services of every class, kind and description, except that it is not to conduct a banking, safe deposit, trust, insurance, surety, express, railroad, canal, telephone, telegraph, or cemetery company, a building and loan association, mutual fire insurance association, co-operative association, fraternal benefit society, state fair or exposition.

ARTICLE III

Membership

The owners of each unit shall be members of the Association. Membership shall be evidenced by a certificate issued to each member which shall be surrendered when the membership terminates. If the owner is husband and wife, they shall be entitled to one vote and it shall be cast by the husband. There will only be thirty-two memberships maximum at any one time. In the event of a tie vote, the resident agent shall cast the deciding vote.

ARTICLE IV

Duration

The Association shall exist perpetually or until the Declaration shall be lawfully revoked and the condominium cease to exist.

ARTICLE V

Address

The initial post office address shall be 500 Northeast Third Avenue, Fort Lauderdale, Florida, and/or the address of the condominium property.

ARTICLE VI

Directors

The Association shall have not less than three (3) directors.

ARTICLE VII

Temporary Board of Directors

The name and post office address of the First Board of Directors, who, subject to the provisions and By-Laws of this Association and the laws of the State of Florida, shall hold office for the first year of the Association's existence, or until their successors are elected and have qualified, are as follows:

Mr. C. E. Julian	President	101 W. Sunrise Blvd. Fort Lauderdale, Fla.
Mr. Carl Grisham	Secretary Treasurer	101 W. Sunrise Blvd. Fort Lauderdale, Fla.
Mr. Joel Miller	Vice-President	500 N. E. Third Ave. Fort Lauderdale, Fla.

ARTICLE VIII

Officers & Agents

The officers of this Association shall be President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers, agents and factors as may be deemed necessary. All officers, agents and factors shall be chosen in such manner, hold office for such terms and have such powers and duties as may be prescribed by the By-Laws or determined by the Board of Directors. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary of this Association.

ARTICLE IX

Indebtedness

The maximum amount of unsecured non-mortgage indebtedness the Association may incur at any one time is \$14,000.00.

EXHIBIT C

GATEWAY ARMS HOME OWNERS ASSOCIATION

"BY-LAWS"

ARTICLE I

MEETING OF MEMBERS

SEC. 1 ANNUAL MEETING. The annual meeting of the Members shall be held at the principal office of the Association on the first Tuesday in December of each year, at ten o'clock in the forenoon of that day. The Secretary shall serve personally, or send through the post office, at least ten days before such meeting, a notice thereof, addressed to each Member at his last known post office address, but at any meeting at which all members shall be present, or of which all members not present have waiver notice in writing, the giving of notice as above required may be dispensed with.

SEC. 2 QUORUM. At all meeting of Members, except where it is otherwise provided by law, it shall be necessary that the owners of eleven units be present to constitute a quorum.

SEC. 3 SPECIAL MEETINGS. Special Meetings of Members may be called at any time by a majority of the Directors, upon ten days notice to each member of record, such notice to contain a statement of the business to be transacted at such meeting, and to be served personally or sent through the Post Office, addressed to each of such members of record at his last known Post Office address; but at any meeting at which all members shall be present, or of which members not present waived notice in writing, the giving of notice as above described may be dispensed with. The Board of Directors shall also, in like manner, call a special meeting of members whenever so requested in writing by four members; no business other than that specified in the call for the meeting shall be transacted at any special meeting of the members.

SEC. 4 VOTING. At all meetings of the members all questions shall be determined by a majority vote of the members present in person. All voting shall be viva voce, except that a majority may demand a secret ballot and each ballot shall contain only aye or nay vote. Any member may demand a unit vote, in which case each member shall have one vote for each unit owned by the member.

SEC. 5 ORDER OF BUSINESS. The order of business of all meetings of the members shall be as follows:

1. Roll Call
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of Directors.
7. Unfinished business.
8. New business

ARTICLE II

DIRECTORS

SEC. 1. NUMBER. The affairs and business of this Association shall be managed by a Board of Three Directors, who must be members of record, and at least one of such Directors shall be a resident of the State of Florida and a citizen of the United States.

SEC. 2. HOW ELECTED. At the annual meeting of members, the three persons receiving a plurality of the votes cast shall be directors and shall constitute the Board of Directors for the ensuing year.

SEC. 3. TERM OF OFFICE. The term of office of each of the Directors shall be one year, and thereafter until his successor has been elected.

SEC. 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by a majority and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association, as they may deem proper, not inconsistent with these By-Laws and the Laws of the State of Florida.

SEC. 5. DIRECTORS' MEETING. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the members, and at such times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of two (2) directors.

SEC. 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meeting shall be given by service upon each Director in person, or by mailing to him at his last known Post Office address, at least 10 days before the date therein designated for such meeting, including the day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

SEC. 7. QUORUM. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum of the transaction of business; but in the event of a quorum not being present, a lesser number may adjourn the meeting to some future time, not more than 5 days later.

SEC. 8. VOTING. At all meetings of the Board of Directors, each Director is to have one vote, irrespective of the number of units he may own.

SEC. 9 VACANCIES. Whenever any vacancy shall occur in the Board of Directors by death, resignation, removal or otherwise, the same shall be filled without undue delay by a majority vote by ballot of the remaining members of the Board at a Special meeting which shall be called for that purpose. Such election shall be held within sixty days after the occurrence of such vacancy. The person so chosen shall hold office until the next annual meeting or until his successor shall have been chosen at a special meeting of the Members.

SEC. 10. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed either with or without cause, at any time by a vote of the members holding 14 units at any special meeting called for the purpose, or at the annual meeting, but the builder CARL-CLIFF, INC. shall be excluded from this provision and said builder shall select a majority of the Board so long as it owns any condominium units in Building A and C.

ARTICLE III

OFFICERS

SEC. 1. NUMBER. The officers of this Association shall be:

1. President.
2. Vice-President.
3. Secretary.
4. Treasurer.

SEC. 2. ELECTION. All officers of the Association shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of members, and shall hold office for the term of one year or until their successors are duly elected.

SEC. 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Association shall be as follows:

President

The President shall preside at all meetings of the Board of Directors and members.

He shall present at each annual meeting of the Members and Directors a report of the condition of the business of the Association.

He shall cause to be called regular and special meetings of the members and directors in accordance with these By-Laws.

He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, and employees, and clerks of the Association other than the duly appointed officers, subject to the approval of the Board of Directors.

He shall sign and make all contracts and agreements in the name of the Association, and see that they are properly carried out.

He shall see that the books, reports, statements and certificates required by the statutes and the Declaration are properly kept, made and filed according to law.

He shall sign all certificates of membership, notes, drafts, or bills of exchange, warrants or other orders for the payment of money duly drawn by the Treasurer.

He shall enforce these By-laws and perform all the duties incident to the position and office, and which are required by law.

VICE - PRESIDENT

During the absence and inability of the President to render and perform his duties or exercise his powers, as set forth in these By-Laws or in the acts under which this Association is organized, the same shall be performed and exercised by the Vice-President; and when so acting, he shall have all the powers and be subject to all responsibilities hereby given to or imposed upon such President.

SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Members in appropriate books.

He shall give and serve all notices of the Association.

He shall be custodian of the records and of the seal, and affix the latter when required.

He shall keep the membership and transfer books in the manner prescribed by law, so as to show at all times the number of members, the manner and the time the same became a member, and keep such membership and transfer books open daily during business hours at the office of the Association, subject to the inspection of any Member of the Association, and permit such Member to make extracts from said books.

He shall sign all certificates of membership.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially by the President or any officer or member of the Association.

He shall attend to all correspondence and perform all the duties incident to the office of Secretary.

TREASURER

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Association, and deposit all such funds in the name of the Association in such bank or banks, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He shall sign, make, and endorse in the name of the Association, all checks, drafts, warrants and orders for the payment of money and pay out and dispose of same and receipt therefore, under the direction of the President or the Board of Directors.

He shall exhibit at all reasonable times his books and accounts to any director or member of the Association upon application at the office of the Association during business hours, after reasonable notice.

He shall render a statement of the condition of the finances of the Association at each regular meeting of the Board of Directors, and at such other times as shall be required of him, and a full financial report, at the annual meeting of the members.

He shall keep at the office of the Association, correct books of account of all its business transactions and such other books of account as the Board of Directors may require.

He shall do and perform all duties appertaining to the office of Treasurer.

SEC. 4. BOND. The Treasurer shall, if required by the Board of Directors, give to the Association such security for the faithful discharge of his duties as the Board may direct.

SEC. 5 VACANCIES, HOW FILLED. All vacancies in any office, shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for the purpose.

SEC. 6. COMPENSATION OF OFFICERS. The officers shall receive no salary or compensation. They may be compensated for actual out-of-pocket expenses upon approval of the Board of Directors.

SEC. 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer, by a majority vote, at any time, with or without cause.

ARTICLE IV

SEC. 1. SEAL. The seal of the Association shall be as follows:

ARTICLE V CERTIFICATE OF MEMBERSHIP

SEC. 1. DESCRIPTION OF MEMBER CERTIFICATES. The Certificates of members shall be numbered and registered in the order in which they are issued. They shall be bound in a book and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person owning the certificate therein represented, and the date thereof. Such certificates shall exhibit the holder's name and the number of his unit. They shall be signed by the President or Vice-President, and countersigned by the Secretary or Treasurer and sealed with the seal of the Association.

SEC. 2. TRANSFER OF MEMBERSHIP. The certificate of membership of the Association shall be assignable and transferable on the books of the Association only by the person in whose name it appears on said books, or his legal representatives. In case of transfer by attorney, the power of attorney, duly executed and acknowledged, shall be deposited with the Secretary. In all cases of transfer, the former certificate must be surrendered up and cancelled before a new certificate can be issued.

ARTICLE VI BILLS, NOTES, etc.

SEC. 1. HOW MADE. All bills payable, notes, checks or other negotiable instruments of the Association shall be made in the name of the Association, and shall be signed by such officer or officers as the Board of Directors shall from time to time direct. No officer or agent of the Association, either singly or jointly with others, shall have the power to make any bill payable, note, check, draft or warrant or other negotiable instrument, or endorse

the same in the name of the Association, or contract or cause to be contracted any debt or liability in the name or in behalf of the Association, except as herein expressly prescribed and provided.

ARTICLE VII ASSESSMENTS

SEC. 1. LEVY AND COLLECTION OF ASSESSMENTS. Assessments shall be made at a meeting of the Board of Directors of the Association on the first Tuesday in December for the annual assessment for the calendar year commencing on the 1st day of January following said meeting. The assessment shall be payable in monthly installments on the first day of each and every month. The Board of Directors may hold meetings at other times for the purpose of making assessments as required in their judgment, from time to time, for the adequate and proper maintenance, repair and operation of the common elements. The total assessment may exceed the contemplated cost or common expenses by an amount for contingent, unforeseen or emergency items. In addition the assessment shall include insurance. Assessments shall remain the same from year to year unless expressly changed by the Board of Directors.

SEC. 2 ACCOUNTS. All sums collected from assessments may be comingled in a single fund and shall belong to the unit owners in the respective ratio in which they are paid and shall be used only to pay the expenses for which the assessments were made. Separate accounts may be used to facilitate accounting, in which case each account shall receive a name such as maintenance account, alteration, repair and improvement; pool; taxes and assessments; and each account shall be used for the purpose set forth in its title.

ARTICLE VIII

SEC. 1. HOW AMENDED. These By-Laws may be amended by the unanimous consent of all the members in the same fashion as the Declaration may be amended according to Article XI of the Declaration.

RULES AND REGULATIONS OF
GATEWAY ARMS HOMEOWNERS' ASSOCIATION
REGARDING RENTAL OF CONDOMINIUM UNITS

The following Rules and Regulations were adopted by the Board of Directors of the Gateway Arms Homeowners' Association at a special meeting held on the 29th day of April, 1968.

1. Gateway Arms Homeowners' Association shall be referred to in these Rules and Regulations as "The Association"
2. No unit owner may lease a unit without the approval of the Association, except to another unit owner. If the lessee is a corporation, the approval shall be conditioned upon the approval of all the unit owners. The approval of the Association shall be obtained in the manner hereinafter provided:
 - (A) Notice: A unit owner intending to make a bona fide lease of his unit, shall give notice to the Association of such intention, together with the name and address of the intended lessee, and other pertinent information to establish good reputation and character, and a copy of the lease proposed to be entered into by the unit owner with said lessee. Within thirty (30) days after receipt of such notice, the Association shall either approve or disapprove the proposed lease.
3. No unit may be rented for less than a one (1) year period. The lease must be in writing.
4. The lease must incorporate, as a part of its conditions, the terms and provisions of the Condominium Declaration, Articles of Association of Gateway Arms Homeowners' Association, By-Laws of the Association, and Rules and Regulations adopted by the Board of Directors of the Association, from time to time
5. No unit may be rented to more than one family. A family is any number of individuals, related by blood or marriage, living together as a single housekeeping unit, but it shall not exceed two (2) persons age 15 or over for a one bedroom unit or four (4) persons age 15 or over for a two bedroom unit.
6. In determining whether to approve or disapprove the lease, the Association shall apply the same standards and criteria used in approving a sales of a unit.

I HEREBY CERTIFY that the above and foregoing constitutes a true and correct copy of the Rules and Regulations adopted by the Board of Directors at the time and place set forth above.

GATEWAY ARMS HOMEOWNERS' ASSOCIATION

By: _____

Carolyn Richards
Secretary

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