

in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17, nor to mergers. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

21.6 Enlargement of Common Elements. The common elements designated by this Declaration may be enlarged to add real property acquired by the association through amendment of Exhibits "B" and "C" to the original Declaration. The amendment must be approved by at least fifty-one percent (51%) of the total voting interests, but no other person need join in or consent to the amendment. The amendment divests the Association of title and vests title in the unit owners without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the units.

21.7 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

21.8 Developer Amendment Rights. The Developer reserves the right to amend this Declaration of Condominium and any of its covenants, restrictions, reservations, conditions, or easements until FIFTEEN PERCENT (15%) of the Units have been sold and titled out to individual purchasers, unless doing so would be a violation of the Condominium Act; and further, except that the Developer, or if said Corporation has been legally dissolved, then any one of its last stockholders of record, or a member of the last Board of Directors, their administrators or assigns must approve in writing any modification or amendment of this Declaration of Condominium or any of its exhibits, until FIFTEEN PERCENT (15%) of the units are sold and titled out to individual purchasers. Notwithstanding anything contained herein to the contrary, no amendment to the Declaration which materially affects the rights or interests of mortgagees of units of PALMA VISTA Condominium or the land subject to this Declaration shall be valid without the consent of said mortgagees. It shall be presumed that except as to those matters described in subsections (4) and (8) of F.S. §718.110 Florida Statutes, amendments to the declaration do not materially affect the rights or interests of mortgagees.

22. MISCELLANEOUS:

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

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22.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it may be amended from time to time.

22.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

22.4 Exhibits. All Exhibits attached hereto are incorporated herein as if fully set forth in this Declaration.

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

22.6 Headings. The headings used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

In Witness Whereof, the Developer has caused this Declaration of Condominium to be executed this 3 day of Sept., 2001.

WITNESSES:

LEANN T. DILLON
(Print Name):

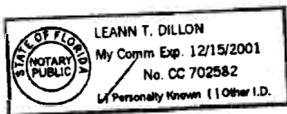
TWO PARROTS, INC
BY: James Savko
James Savko, President
115 Jefferson Street
Orlando, FL 32801

Frederic Potum
(Print Name):

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged before me this 1 day of Oct 2001 by James Savko, President of Two Parrots, Inc., who is personally known to me or produced identification (type of identification produced) _____

Leann T. Dillon
Printed name: Leann T. Dillon
Notary Public - State of Florida
My Commission Expires: 12/15/2001
Commission No: 702592



OR BK 32739 PG 1972 96

Palma Vista Condominiums
305 & 309 NE 16th Street, Fort Lauderdale, FL 33304

EXHIBIT "A"

Phase 1:

THE SOUTH 150 FEET OF THE EAST 71.25 FEET OF THE WEST 140.63 FEET OF BLOCK 1, RIVER CREST AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 175 FEET OF BLOCK 1, RIVER CREST AMENDED, LESS THE EAST 135 FEET THEREOF, AND LESS THE WEST 140.63 FEET THEREOF:AND LESS THE NORTH 25 FEET OF THE WEST 1/2 OF SAID SOUTH 175 FEET OF BLOCK 1, RIVER CREST AMENDED, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

OR BK 32739 PG 1973

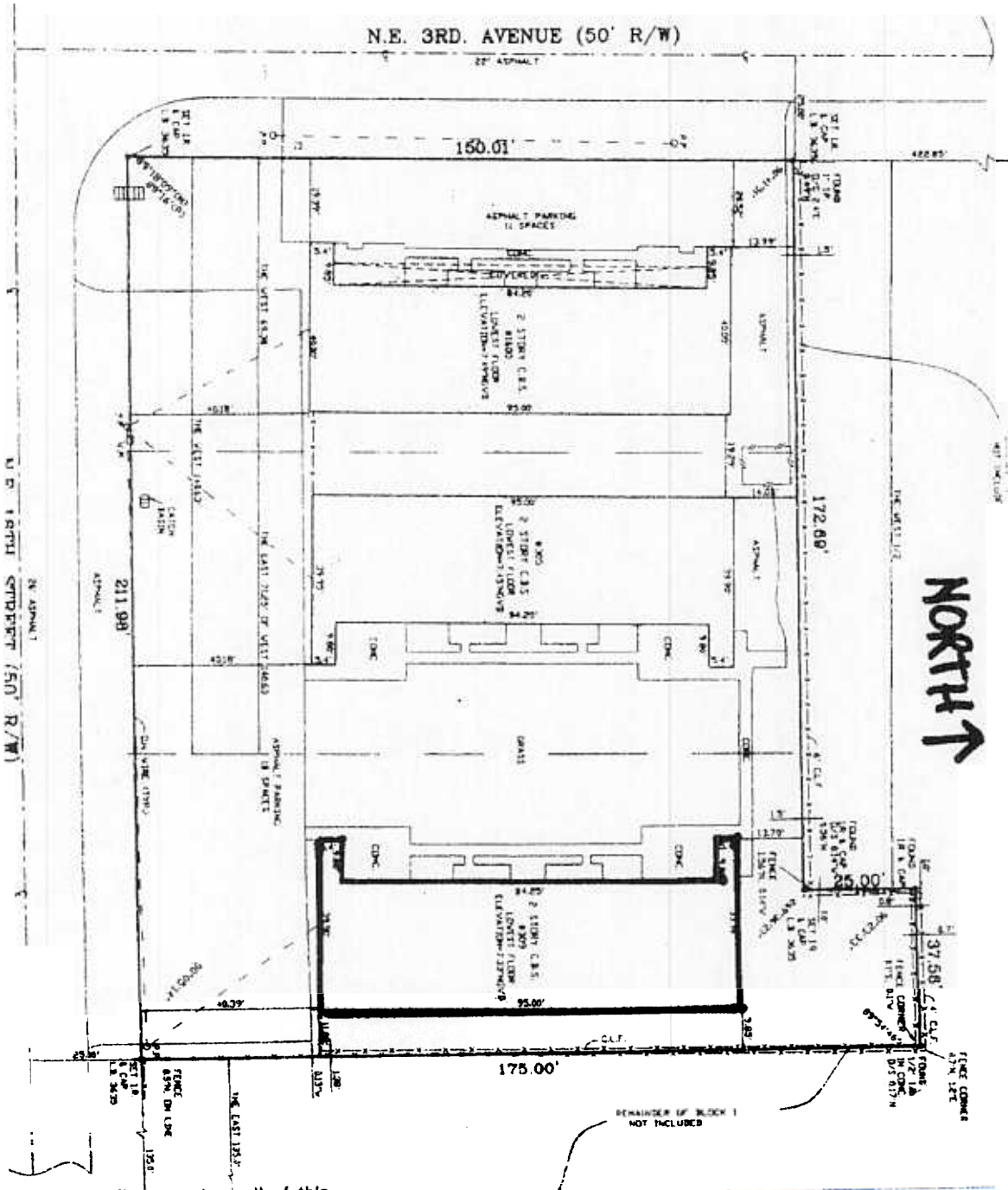
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Palma Vista Condominium OR BK 32739 PG 1974
305 & 309 NE 16th Street, Fort Lauderdale, FL 33304

EXHIBIT "B"

THE SOUTH 175 FEET OF BLOCK 1, RIVER CREST AMENDED, LESS THE EAST 135 FEET THEREOF, AND LESS THE WEST 140.63 FEET THEREOF; AND LESS THE NORTH 25 FEET OF THE WEST 1/2 OF SAID SOUTH 175 FEET OF BLOCK 1, RIVER CREST AMENDED, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PHASE 1

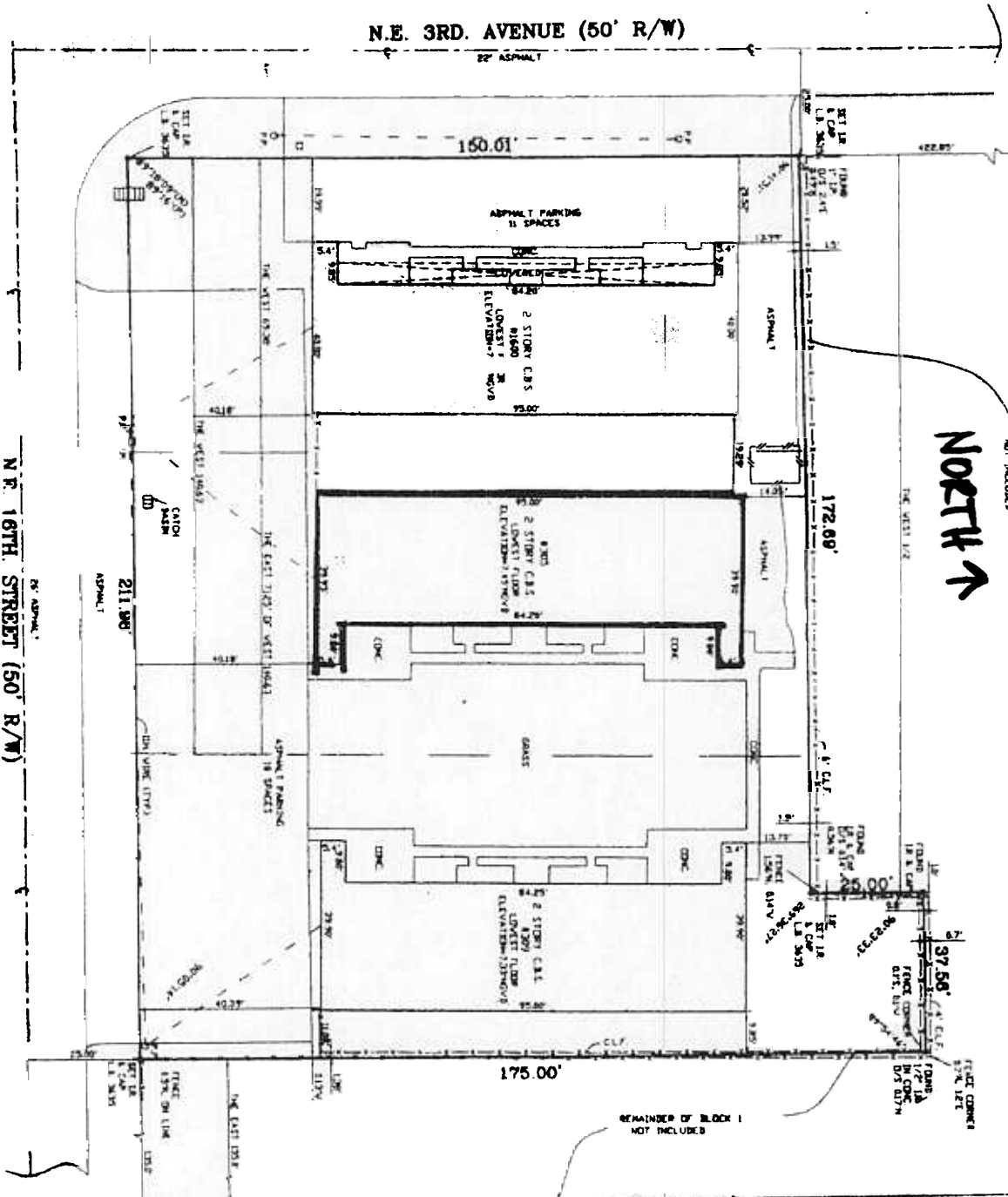


NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

N.E. 4TH AVENUE

Palma Vista Condominiums OR BK 32739 PG 1975
 305 & 309 NE 16th Street, Fort Lauderdale, FL 33304
EXHIBIT "B"

THE SOUTH 150 FEET OF THE EAST 71.25 FEET OF THE
 WEST 140.63 FEET OF BLOCK 1, RIVER CREST AMENDED,
 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK
 16, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD
 COUNTY, FLORIDA
 PHASE 2



N.E. 16TH STREET (50' R/W)

N.E. 3RD AVENUE (50' R/W)

N.E. 4TH AVENUE

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

OR BK 32739 PG 1976

Palma Vista Condominiums
305 & 309 NE 16th Street, Fort Lauderdale, FL 33304

PLOT PLAN, PHASE 1, 2- INCLUSIVE

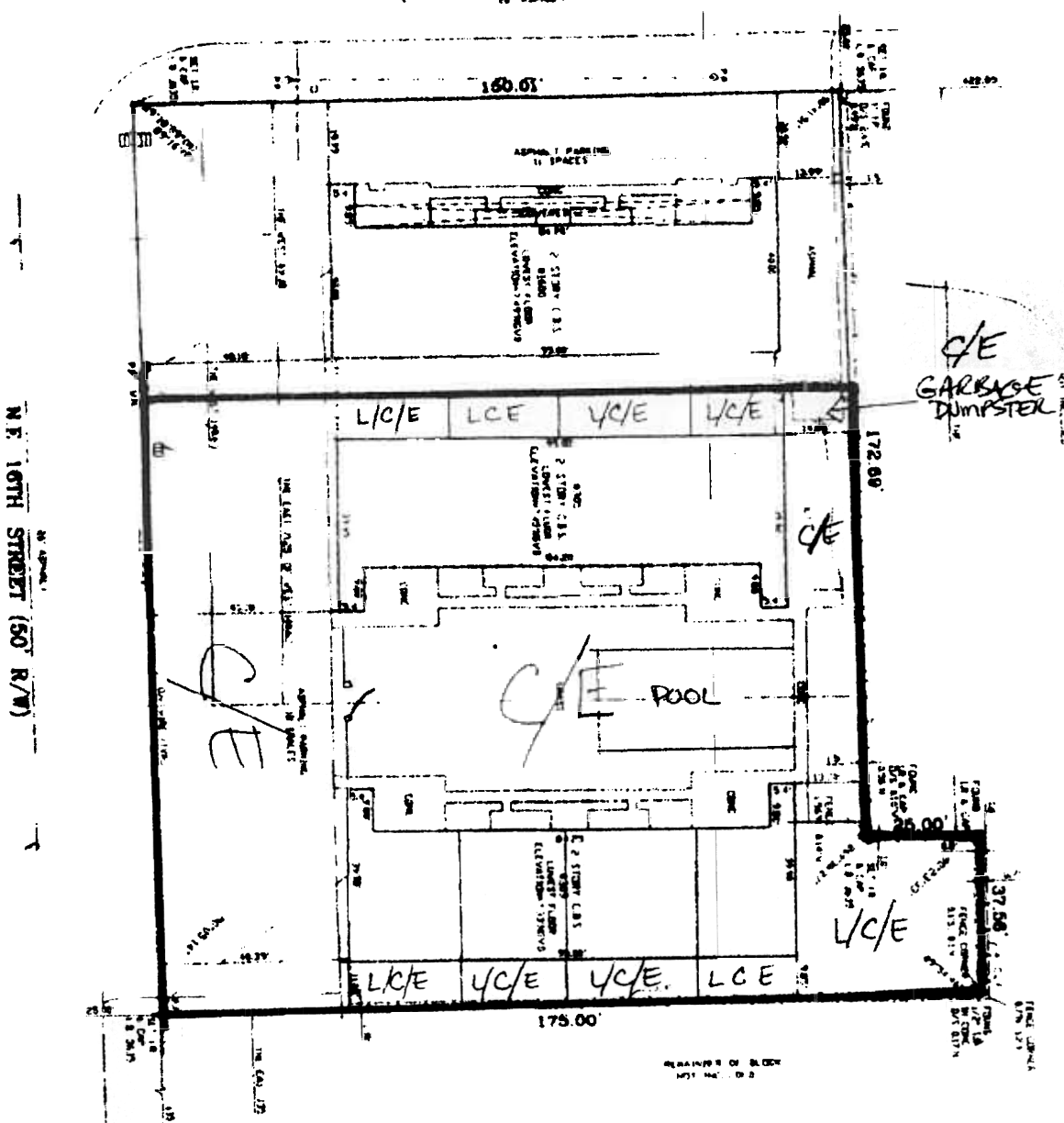
COMMON ELEMENT = C/E

LIMITED COMMON ELEMENT = L/C/E

ALL IMPROVEMENTS ARE PROPOSED

NORTH >

N.E. 3RD. AVENUE (50' R/W)



NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

N.E. 4TH. AVENUE

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EXHIBIT D

ARTICLES OF INCORPORATION

OF

PALMA VISTA CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as Incorporator of a corporation under § 617.1007, Florida Statutes, adopts the following Articles of Incorporation for such corporation.

ARTICLE

NAME: The name of the corporation is the **PALMA VISTA CONDOMINIUM ASSOCIATION, INC.**, hereafter referred to as the "Association."

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of PALMA VISTA CONDOMINIUM ASSOCIATION, INC, located in Broward County, Florida. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration of Condominium or Chapter 718, Florida Statutes, as it may hereafter be amended, including, but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable rules and regulations governing

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EXHIBIT D

the use of the common elements, and the operation of the Association.

To approve or disapprove the transfer of ownership, leasing and occupancy of units, if provided by the Declaration of Condominium.

To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws and any Rules and Regulations of the Association.

- (H) To contract for the management and maintenance of the Condominium and the condominium property to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS:

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the owners of one-fourth (1/4) of the units by instrument, in writing, signed by them.
- (B) Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Broward County, Florida.

ARTICLE VIII

REGISTERED AGENT:

The registered office of the Association shall be at:

805 NE 17th Avenue, #4
Fort Lauderdale, Florida 33304

OR BK 32739 PG 1980

The registered agent at said address shall be:

James Savko c/o Paul D. Gillespie
309 NE 16th Street, #4
Fort Lauderdale, Florida 33304

ARTICLE IX

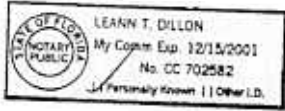
INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged before me
this 1 day of Oct 2001 by James Savko, who is personally known
to me or produced identification (type of identification produced)



Leann T. Dillon

Printed name: Leann T. Dillon
Notary Public, State of
Florida
My Commission Expires: 12/15/2001
Commission No.: 702582

Having been named to accept service of process for the above
stated Corporation, at the place designated in these Articles of
Incorporation, I hereby agree to act in this capacity and I further
agree to comply with the provisions of all statutes relative to the
proper and complete performance of my duties, and I accept the
duties and obligations of Section 617.0505 Florida Statutes.

James Savko
James Savko
REGISTERED AGENT

Exhibit "E"

BYLAWS

OF

PALMA VISTA CONDOMINIUM ASSOCIATION, INC.

1. **GENERAL.** These are the Bylaws of Palma Vista Condominium Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act.

1.1 **Principal Office.** The principal office of the Association shall be at the Condominium or at such other place in Broward County, Florida, as the Board of Directors may determine.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its incorporation, and the words "Florida" and "Corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The terms used herein shall have the same definitions as stated in the Declaration of Condominium to which these Bylaws are attached as an Exhibit.

2. **MEMBERS.**

2.1 **Qualification.** The members of the Association shall be the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for the purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

2.2 **Voting Rights; Voting Interests.** The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a condominium unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons who are not acting as trustees, that unit's vote may be cast by any one of the record owners. If two or more

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EXHIBIT "E"

owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

2.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided in Section 2.1 above and the membership of the prior owner shall thereby be automatically terminated.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

3 MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Broward, Florida, on at a place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. At the time of the annual meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least ten percent (10%) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Meetings. Notice of all members' meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must

be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered

EXHIBIT "E"

and be posted conspicuously fourteen (14) continuous days preceding the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

3.4 Notice of Annual Meeting; Special Requirements.

Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the condominium property for fourteen (14) continuous days prior to the annual meeting. The notice and agenda of the annual meeting shall be sent by first class mail to each owner fourteen (14) continuous days prior to the annual meeting, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at a member's meeting shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least 50 (%) of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used to elect Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specified meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it is given. Holders of proxies need not be members of the Association. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

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