

SEA RANCH CONDOMINIUM ASSOCIATION, INC. AND CONDOMINIUM "C"
Legal Documents Subsequent to Original Condominium Documents

<u>Tab</u>	<u>Document</u>	<u>Date</u>	<u>Subject</u>
1	Articles of Incorporation	5/10/82	Amendment of Article IX. Board of Directors - Election, Vacancies, Term
2		1/21/86	Amendment of Article IX. Board of Directors as above
3	Declaration of Condominium	4/26/96	Amendment of Article XIX, Section A. Casualty Insurance and Destruction of Improvements
4	By-Laws	5/10/82	Amendment of Section 3. Membership, Members' Meetings, Voting and Proxies Amendment of Section 4. Board of Directors - Directors' Meetings
5		5/2/85	New Section 2.19. Guests - Definition and Privileges New Section 11. Guests - Definition and Priv New Section 12. Transfer Fees and Deposits
6		1/21/86	New Sub-Section 2.20 Single Family Residences - Definition
7		3/24/87	Amendment of Section 4.9. Quorum of the Board of Directors - Definition Amendment of Section 4.13. Board Executive Committees - Definition
8		5/15/87	Settlement Agreement - Final Report of Special Master Annual Meeting for Condominium A Convened Annual Meetings for Condominiums B and C Adjourned

<u>Tab</u>	<u>Document</u>	<u>Date</u>	<u>Subject</u>
		5/15/87 (Con.)	Document Control Discharge Request for Special Master
9		10/8/87	Settlement Agreement - Circuit Court Litigation Order
10		10/8/87	Section 4.9. Temporary Injunction on Amendment Section 4.13. Approval for Voting on Amendment
11		1/21/88	Settlement Agreement - Agreed Final Judgment, Circuit Court Section 4.9 Amendment invalidated Section 4.23. Amendment
12		11/13/92	New Settlement Agreement - Circuit Court Order of Approval Executive Directors - Voting
13		3/24/93	Settlement Agreement - Circuit Court Order Approving Stipulation of Settlement and Dismissal
14		4/28/95	Settlement Agreement - Arbitrator's Findings and Award on Litigation
15		3/29/96	Section 4.13 (a). Board Executive Committees Amendment
16		4/22/96	Section 4.9. Amendment Clarification
17		11/10/97	Section 10. By-Law Amendment Process
18	Articles of Incorporation and By-Laws	2/27/09	Amendment to Article IX of Articles. Board of Directors, Election Amendment to Article 4, Section 4.4. Board of Directors, Directors Meeting

THIS INSTRUMENT PREPARED BY:
EDWARD R. RUM... ESQUIRE
2870 East Oakland Park Blvd.
Fort Lauderdale, Florida 33306

AMENDMENT TO
ARTICLES OF INCORPORATION
OF

SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, having its principal place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM A, SEA RANCH CLUB CONDOMINIUM B and SEA RANCH CLUB CONDOMINIUM C, hereby declares that the Articles of Incorporation of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., were amended at the Annual Meeting of the Membership held March 10, 1982. The Amendments thereto are to the following Articles, as changed, to wit:

ARTICLE IX - Board of Directors.

H. At the first Annual Meeting of the Members held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors of each class shall be elected by the Members of the Association of such class. The person receiving the greatest number of votes shall be elected for a term of three (3) years, the second greatest number of votes for a term of two (2) years, and the third highest for a term of one (1) year.

I. At each Annual Meeting thereafter one person of each class shall be elected a Director for a term of three (3) years to succeed a Director whose term expires.

J. Should a vacancy have occurred during the year, which was filled by a person elected by the Board, as provided by the By-Laws, then at the next Annual Meeting the Members shall elect a Director for the balance of the term remaining of the Director which caused the vacancy.

ONE OF TWO PAGES

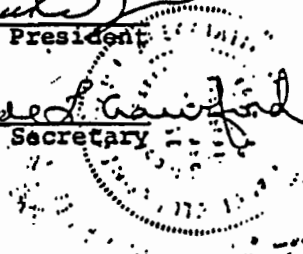
REC 10322 MAR 4 71

IN WITNESS WHEREOF, the Sea Ranch Club Condominium Association, Inc. has caused these Amendments to the Articles of Incorporation to be executed in its name by its President and its corporate seal to be hereto affixed; attested by its Secretary on this 10 day of May, 1982.

Signed, sealed and delivered in the presence of:

Michael C. Pustak
Theresa Hanning

By [Signature] President
Attest: [Signature] Secretary



STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the 10 day of May 1982, before me personally appeared John J. Klinker and Hildegard L. Crawford, respectfully President and Secretary of Sea Ranch Club Condominium Association, Inc., a non-profit corporation under the laws of the STATE OF FLORIDA, to me known to be the persons described in and who executed the foregoing AMENDMENTS to the ARTICLES OF INCORPORATION of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., 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 the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Fort Lauderdale in the County of Broward and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public
My Commission Expires: May 21, 1986
Notary Public, State of Florida at Large
Bonded thru Troy Fair-Insurance, Inc.

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

REC 10322 ME 472

86- 77583

FILED

1986 FEB 19 PM 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO
ARTICLES OF INCORPORATION

OF

SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, having its principal place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM "A", SEA RANCH CLUB CONDOMINIUM "B" and SEA RANCH CLUB CONDOMINIUM "C", hereby declares that the Articles of Incorporation of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., were amended at a meeting of the Board of Directors on November 19, 1985 and at a special meeting of the membership held December 30, 1985 by a written agreement evidenced by proxies in accordance with the provisions of Section 3.4 of the By-Laws, which authorizes the same and pursuant to notice as required by the By-Laws. The amendments thereto are to the following Articles, as changed, to-wit:

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ARTICLE IX

- I. At each Annual Meeting thereafter, one person of each class shall be elected a Director by plurality vote of its respective Class of Members for a term of three (3) years to succeed a Director whose term expires.
- J. Should a vacancy have occurred during the year, which was filled by a person elected by the Board, as provided by the By-Laws, then at the next Annual Meeting the Members shall elect a Director by plurality vote of its respective Class of Members for the balance of the term remaining of the Directors which caused the vacancy.

IN WITNESS WHEREOF, the Sea Ranch Club Condominium Association, Inc. has caused these Amendments to the Articles of Incorporation to be executed in its name by its President and its corporate seal to be hereto affixed; attested by its Secretary on this 21st day of January, 1986.

REC 13224 PAGE 412

RETURN TO:
ROBERT F. FERRIS
LAW OFFICE OF McCUNE, HAASEN, CRUM, FERRIS & GARDNER, PA
P. O. BOX 14636
FORT LAUDERDALE, FLA. 33302

Return to: (enclose self-addressed stamped envelope)
Name: Tudzarov & Greenberg, P.A.
Louise E. Tudzarov
Address: 345 West Oakland Park Boulevard
Fort Lauderdale, Florida 33311

Instrument Prepared by:
Tudzarov & Greenberg, P.A.
Louise E. Tudzarov
Address: 345 West Oakland Park Boulevard
Fort Lauderdale, FL 33311

—SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA —

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF SEA RANCH CLUB CONDOMINIUMS A, B and C**

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATIONS OF SEA RANCH CLUB CONDOMINIUMS A, B and C, is made this 25 day of April, 1996 by the President and Secretary of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Association is the condominium association (as such term is defined in the Florida Condominium Act) for Sea Ranch Club Condominiums A, B and C, established pursuant to their Declarations of Condominium as recorded in the Official Records (collectively "Declarations") as follows:

SEA RANCH CLUB CONDOMINIUM "A" recorded in O.R. Book 6528, Page 726 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "B" recorded in O.R. Book 8571, Page 171 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "C" recorded in O.R. Book 9506, Page 252 of the Public Records of Broward County, Florida.

WHEREAS, Article XXV, Section A, provides that the Declarations may be amended by the affirmative vote of not less than 2/3 of the Apartment Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws.

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

1. A special meeting of the members was duly noticed and held on the 13 day of March, 1996 as to Condominiums A and B and on 1 day of April, 1996 as to Condominium C, in accordance with the Declaration, Articles and the Bylaws of the Association for the purpose of amending the Declarations.
2. That at said special meetings of the Apartment Owners, two-thirds (2/3) of the Apartment Owners affirmatively voted to adopt the Amendment to their Declaration, a true and correct copy of said Amendment is attached hereto as Exhibit "A" and is incorporated herein by this reference.
3. The adoption of the Amendment appears in the minutes of the Association and is unrevoked.

IN WITNESS WHEREOF, the undersigned has caused its hand and seal to be set hereon, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Partee
Printed Name: THOMAS S. PARTEE

Lisa Vattulana
Printed Name: LISA VATTULANA

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC.

By: Fernando Carbal
FERNANDO CARBAJAL, PRESIDENT

ATTEST: Don Strack
Don Strack SECRETARY
[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by Fernando Carbaljal and Don Strack, respectively as President and Secretary of Sea Ranch Club Condominium, Association, Inc., a Florida not for profit corporation, [] persons known to me, or [] who produced their drivers licenses as identification and they acknowledged executing this instrument freely and voluntarily under the authority duly vested in them by said Corporation and that the seal affixed thereto is the true and correct seal of the corporation, and they [] did [] did not take an oath.

My Commission Expires: July 13, 1996

NOTARY PUBLIC
Printed Name: MARY JANE PAOLI
MARY JANE PAOLI
MY COMMISSION # 00214530
EXPIRES: July 13, 1996
Bonded thru Notary Public Underwriters

Commission # 00214530

BR 24822PG0351

ISSUE NO. 1 ON PROXY

(Coding: Words in type that is underlined are additions; words with lines through them indicate deletions.)

Article XIX.A. of the Declarations of Condominium of EACH of the Sea Ranch Club Condominiums ("A", "B" and "C") to be *separately* amended as follows:

[XIX. CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS]

"A. Each Apartment Owner shall be responsible for the purchase of casualty insurance for all of his personal property, and all insurable improvements (such as fixtures, floors, wall and ceiling coverings) within his respective apartment and for which the apartment owner has the obligation of their maintenance, repair and replacement at his own expense. The Association shall obtain necessary casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance and, if available, flood insurance sponsored by the Federal Government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property (with the sole exception of that property which the apartment owners must insure themselves), including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and Approved Mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums...." [The remainder of the Article is to remain unchanged.]

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

BK 24822PG0352

AMENDMENT TO
BY-LAWS

SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, having its principal place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. a condominium regime in Fort Lauderdale, Florida, hereby declares that the By-Laws of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., are hereby amended as provided for in the By-Laws of the SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. The Amendments thereto are to the following Articles as changed, to wit:

Section 3. Membership, Members' Meetings, Voting and Proxies

3.9 Voting rights of Members shall be as stated in the Declaration and Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member or vote for him and in his place or stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. The proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

Section 4. Board of Directors; Directors' Meetings

4.3 Vacancies in the Board shall be filled by persons elected by remaining Directors of the class affected, A, B, or C. In the event the remaining Directors of the class cannot agree upon an appointment, the Board of Directors shall elect a person from the affected class to fill the vacancy. Persons elected by other Board Members shall serve only until the next Annual Meeting at which time the members of the affected class shall elect a new

EXCEPT LAST SENTENCE WAS DELETED WHICH READ:
"NO ONE PERSON SHALL BE PERMITTED TO HOLD MORE THAN FIVE(5) PROXIES"

REC 10322 RE 468

THIS INSTRUMENT
PREPARED BY:

PLEASE RETURN TO: →

EDWARD R. RUMIN, ESQUIRE
2870 East Oakland Park Blvd.
Fort Lauderdale, Florida 33306

Director to fill the unexpired portion of the term created by the vacancy. Any such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at an Annual Meeting and shall serve for the term prescribed in Section r.r of these By-Laws.

4.4 The term of each Director's service shall extend until the Annual Members' Meeting at which time his specific term expires as provided above and in the Articles IX H, I and J, and/or until his successor is duly elected and qualified, or is removed in the manner elsewhere provided herein.

Signed, sealed and delivered
in the presence of:

Michael Capetank
Theresa Fleming

By [Signature]
President
Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the 10th day of May 1982, before me personally appeared John J. Kliker and Hildegarde L. Crawford, respectfully President and Secretary of Sea Ranch Club Condominium Association, Inc., a non-profit corporation under the laws of the STATE OF FLORIDA, to me known to be the persons described in and who executed the foregoing AMENDMENTS to the BY-LAWS of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., 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 the official seal of said corporation and the said instrument is the act and deed of said corporation. Witness my signature and official seal at Fort Lauderdale in the County of Broward and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public
FLORIDA
My Commission Expires:
Notary Public, State of Florida of Large
My Commission Expires May 21, 1985
Broward Title & Insurance, Inc.

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

AMENDMENTS TO

BY - LAWS

SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

85-170746

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, having its principle place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a condominium regime in Fort Lauderdale, Florida, hereby declares that the By-Laws of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., are hereby amended as provided for in the By-Laws of the SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. The Amendments thereto are to the following Articles as changed, to-wit:

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NEW SECTION OF BY-LAWS

SECTION 2.19 - GUESTS

2.19 A Guest is not a member of the immediate family (to-wit: spouse, parent, and the following directly related persons and their spouses - children, siblings and grandchildren, or those persons previously approved for occupancy) of an Owner or an approved Lessee occupying the condominium apartment, but is known to the Owner or Lessee. Said Guest enjoys, without compensation to the Owner or Lessee, the use of the apartment and common facilities available to said Owner or Lessee.

All Guests are subject to the terms and conditions of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations applicable to and governing the use of any of the condominium apartments and common facilities located in any of the individual condominiums known as Sea Ranch Club Condominium "A", "B" or "C", or the Association recreational facilities.

OFF REC 12559 PAGE 428

NEW SECTION OF BY-LAWS

SECTION 11 - GUESTS

11.1 Only Owners or Lessees and members of their immediate family are not required to register at the Security Desk - All others must register giving their name, date and time of arrival and planned departure time and date. Registration must also show who is sponsoring each Guest. In the case of Corporate ownership, the Association will approve only two designated officers of the Corporation to act as Owners.

11.2 All Guests shall be limited in their use of an Owner's or Lessee's apartment and the common facilities of Sea Ranch Club Condominium "A", "B" or "C" to a maximum of thirty (30) days commencing with the first day of occupancy unless for good cause shown the Executive Committee of the Board of Directors for the condominium in which said apartment is located approves a longer period of residency.

11.3 All Guests or Visitors will be permitted to enter the building and elevators only after proper identification and clearance from the Security Guard. The Security Guard will contact the Apartment resident by telephone and the Owner or Occupant of the Apartment will be able to view the person seeking admission to the Apartment by turning their television set to Channel 3 (9-"C"). If verbal clearance is obtained from the Apartment Occupant, or if advanced written approval is left with the Security Desk, then they will be allowed to proceed to the Apartment.

11.4 All Guests or Visitors using Common Area facilities must carry a Guest Privilege Card issued by the Resident Manager. Applications for such cards are available in the Manager's office, and must be signed by the Owner; if more than four (4) cards are required, advance application should be made. The number of Guest Privilege Cards that will be issued for any one Apartment at any one time may be restricted if in the judgment of the Association too great a burden will be placed on the

OFF 12559 PAGE 429

Common Area facilities.

11.5 An Owner not in residence may grant permission to his Guest to use an Apartment provided he submits a written authorization to the Manager's office seven (7) days prior to the Guest's scheduled arrival. Owners may obtain authorization forms from the Manager's office. Guests of Lessees are not permitted to use the apartment when the Lessee is not in residence.

11.6 The Association, after consultation with the owner, may require that any Guest who is guilty of serious violation of rules vacate the premises.

NEW SECTION OF BY-LAWS

SECTION 12 - TRANSFER FEES AND DEPOSITS

12.1 Any notice to the Association of a proposed sale, gift, transfer, devise or lease of an Owner's apartment unit as may be required, by the Declarations of Condominium of Sea Ranch Club Condominiums "A", "B" or "C", which Declarations require the approval of the Association of said sale, gift, transfer, devise or lease, shall be accompanied by a non-refundable transfer fee in the amount of Fifty (\$50.00) Dollars payable to the Association. The Association shall not be required to consider approval of said sale, gift, transfer, devise or lease unless said transfer fee has been paid. No charge shall be made for the approval or renewal of a lease with the said Lessee.

12.2 Any Owner, Lessee or residential Host for a social club desiring to reserve the use of one of the recreational rooms or facilities available to all Owners, Lessees or residential Hosts, as now provided in the Rules and Regulations governing Sea Ranch Club Condominium "A", "B" and "C", shall, at the time of making said application, make such security deposit with the Association as may be established by the Board of Directors of the Association from time to time.

The Association shall have the right to utilize said security deposit for the purpose of defraying the cost of any necessary cleaning, maintenance or repairs or replacements of damaged personal or real property occasioned by the use of said recreational rooms or facilities by the applicant or their family or guests. This security deposit shall be in addition to any prepayment required for special services requested by said applicant.

In the event that the cost of maintaining, cleaning, repairing or replacing any condominium property exceeds the amount of the deposit made by said applicant after the use of said recreational rooms or facilities by said applicant, the Association shall have the right to bill said applicant for the additional cost incurred by the Association, and the applicant shall pay said excess costs within ten (10) days from the date of receiving written notice of the amount due sent by the Association by U.S. certified or registered mail, postage prepaid. In the event that the applicant does not pay the excess as represented in said bill within said ten-day period, the Association shall be entitled to recover the amount of said excess cost, together with interest thereon from the date of bill at the highest legal rate authorized in the state of Florida, together with any and all court costs incurred in connection with the enforcement of said excess costs and a reasonable attorney's fee incurred prior to institution of litigation, or in litigation, including trial and appellate review and in bankruptcy or other administrative or judicial proceedings.

Any deposit made and not required to be used by the Association for maintenance, cleaning, repairing or replacement of condominium property shall be returned to the Owner, Lessee or residential Host within ten (10) days from completion of the authorized use of said recreational rooms or facilities.

The above amendments to said By-Laws were duly passed and approved by the requisite number of owners of apartment units in

OFF 12559 PAGE 431

said condominiums and the requisite number of members of the Board of Directors of the Association.

Signed, sealed and delivered in the presence of:

Wilfred Morris

John H. Kay

[Signature]
President

Attest: Liliane Irvin
Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 2nd day of May, 1985, before me personally appeared JOHN J. KLINKER, JR. and LILIANE IRVIN, respectfully President and Assistant Secretary of Sea Ranch Club Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Amendments to the By-Laws of Sea Ranch Club Condominium Association, Inc., and severally acknowledged the execution thereof, to be their free act and deed as such officers.

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

Eugene J. Hudik
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug 27, 1987
Bonded by Mincey Agency - 462,368

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

AMENDMENT TO
BY-LAWS
SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, having its principal place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a condominium regime in Fort Lauderdale, Florida, hereby declares that the By-Laws of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. were hereby amended in the manner provided for in the By-Laws of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. at a special meeting by written agreement as authorized by said By-Laws on December 30, 1985. The amendments thereto are to the following Articles, as changed, to-wit:

NEW SUB-SECTIONS OF THE BY-LAWS
(DEFINITION)

- 2.20 - "Single Family Residences" means apartments in Sea Ranch Club Condominiums "A", "B", & "C" that are occupied by family members of a household which share the domestic home and the recorded ownership of the apartments by individuals, corporations or other legal entities.
- 2.21 - "Corporation, Trust or Other Legal Entity Ownership" means a corporation, trust or other legal entity which may own an apartment unit. The actual occupants of said apartment unit must be approved by Sea Ranch Club Condominium Association, Inc. No more than two (2) officers of a corporation or two (2) beneficiaries of a trust may be approved as occupants, provided, however, that in either case both of the parties approved cannot occupy the apartment unit at the same time. The use of the apartment shall at all times be restricted to a single family residents.

RETURN TO:
ROBERT E. FERRIS
MAGNUS IMASER, CSUSA, FERRIS & GARDNER, P.A.
P.O. BOX 14535
FORT LAUDERDALE, FLA. 33302

The above amendments to said By-Laws were duly passed and approved by the requisite number of owners of apartment units (members) in said condominiums and the requisite members of the Board of Directors of the association.

REC 10 1

IN WITNESS WHEREOF, the Sea Ranch Club Condominium Association, Inc. has caused these Amendments to the By-Laws to be executed in its name by its President and its corporate seal to be hereto affixed; attested by its Secretary on this the 21st day of January, 1986.

Signed, sealed and delivered in the presence of:

Donald R. Bunker
Eugene J. Madak

By John J. Klinker, Jr. President
Attest Liliane Irvin
Liliane Irvin, Secretary



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 21st day of January, 1986, before me personally appeared JOHN J. KLINKER, JR., and LILIANE IRVIN, respectfully President and Secretary of Sea Ranch Club Condominium Association, Inc., a non-profit corporation under the laws of the STATE OF FLORIDA, to me known to be the persons described in and who executed the foregoing AMENDMENTS to the BY-LAWS of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., 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 the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Fort Lauderdale in the County of Broward and State of Florida, the day and year last aforesaid.

Eugene J. Madak
Notary Public



My Commission Expires: Notary Public, State of Florida
My Commission Expires Aug 27, 1987
Bonded by Mincey Agency - 462,3641

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

REC 1 01 02 P

87132346

THIS INSTRUMENT WAS PREPARED BY
ROBERT E. FERRIS, P. O. BOX 14636
FORT LAUDERDALE, FLORIDA 33302

SEA RANCH CLUB CONDOMINIUM "A" was recorded March 23, 1976 in O.R. Book 6528, page 726 of the public records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "B" was recorded November 20, 1979 in O. R. Book 8571, page 171 of the public records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "C" was recorded April 3, 1981 in O. R. Book 9506, page 252 of the public records of Broward County, Florida.

AMENDMENTS TO BY-LAWS OF

SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, having its principle place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a condominium regime in Fort Lauderdale, Florida hereby declares that the By-Laws of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., are hereby amended as provided for in the By-Laws of the SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. The Amendments thereto are to the following Articles as changed, to-wit:

(Coding: Words in type which have been underlined are additions:)

SECTION 4.9 of the By-Laws shall be amended to read as follows:

A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board. Notwithstanding anything herein to the contrary, as

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RETURN TO:
ROBERT E. FERRIS
McCUNE, HAASEN, CRUM, FERRIS & GARDNER, P.A.
P. O. BOX 14636
FORT LAUDERDALE, FLA. 33302

RETURN TO:
ROBERT E. FERRIS
P. O. BOX 14636
FORT LAUDERDALE, FLA. 33302

B

to matters or expenditures pertaining to all three condominiums, no act shall be considered to constitute an official act of Sea Ranch Club Condominium Association Board of Directors, unless a majority of the directors of each class from each building or a majority of the voting members of each condominium, or a majority of 2/3rds or more of voting members from each class whenever such is required, vote in favor of such action at a meeting in which a valid quorum is presenty as authorized by the By-Laws."

SECTION 4.13 of the By-Laws shall be amended to read as follows:

"The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board. A perpetual Executive Committee is hereby appointed for each of the three classes of Sea Ranch Club Condominiums. The Directors of each class will be the Members of their respective committee. Each committee shall have the full responsibility of its Condominium operations and full control over all matters and expenditures relating to its respective Condominium, except rejection of a buyer or lessee which requires the action of the Board of Directors."

The above amendments to said By-Laws were duly passed and approved by the requisite number of owners of apartment units in said condominiums and the requisite number of members of the Board of Directors of the Association.

Signed, sealed and delivered
in the presence of:

James P. Buehler

Anna (Dolly) Marangoni
Vice-President

Ronald W. Arbuckle

Attest:

Liliane Irvin
Assistant Secretary



STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on the 24th day of March, 1967, before me personally appeared DOLLY MARANGONI and LILIANE IRVIN, respectfully Vice-President and Assistant Secretary of Sea Ranch Club Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, to me known to be the

persons described in and who executed the foregoing Amendments to the By-Laws of Sea Ranch Club Condominium Association, Inc., and severally acknowledged the execution thereof, to be their free act and deed as such officers.

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

Eugene J. Hill
NOTARY PUBLIC



My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug 27, 1987
Bonded by Mincey Agency - 462.3641

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

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COPY

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT, IN
AND FOR BROWARD COUNTY, FLORIDA

CASE NO. 86-31907 CS

ALBERT P. GABRIELLE, ANNA :
(DOLLY) MARANGONI, et al., :

Plaintiffs, :

vs. :

ELLIOT HELLER, et al., :

Defendants. :

FINAL REPORT OF SPECIAL MASTER

Introduction

On February 13, 1987, this Court appointed Barry A. Mandelkorn to serve as the Special Master for the purpose of preparing for, administering and conducting the Annual Meeting and election of directors for Condominiums A, B and C of Sea Ranch Club Condominium Association, Inc. The Special Master took control of the notice procedure, voting certificates and proxy validation procedures, utilizing forms developed by the Special Master. All forms were submitted and approved for use by all counsel of record.

All work performed on this undertaking was either performed by the Special Master or by partners, associates and paralegals of his law firm, under the Special Master's direct supervision. As of the date of this Final Report, the Court has approved interim fees and costs for the Special Master. The final fee and cost application will follow the submission of the Final Report.

The business to come before each condominium at its Annual Meeting has been concluded, with the achieving of a quorum for each of the condominiums. The critical election of directors has been successfully completed with all seats available for election now being filled.

Annual Meeting-March 11, 1987

The Annual Meeting was originally noticed for March 11, 1987. There was some concern and discussion over whether

the meeting should be postponed, given the number of owners residing out of state and out of the country. The Special Master made the decision to call the meeting for March 11, 1987 and to hold the meeting on that date.

At the March 11, 1987 Annual Meeting, a quorum was received only for Condominium A, the condominium with the most unit owners of the three condominiums. Condominium B and Condominium C did not achieve a quorum. Condominium A proceeded with the election of two directors, as well as the completion of all business pertaining to Condominium A.

The following persons were on the ballot for election to the Board of Directors for Condominium A:

Fernando Belmont
Genevieve Bland
Anna (Dolly) Marangoni
Elizabeth M. Sheehan

The following persons were elected to the Board of Directors:

Fernando Belmont-elected to a two year term.

Ann (Dolly) Marangoni-elected to a three year term.

The following remaining issues were voted upon at the March 11, 1987 meeting by Condominium A, with the indicated results:

1. Discussion and vote on the waiver of the mandatory assessment for the year 1987 for the Capital Improvements and Deferred Maintenance Reserve Fund for Condominium A. The result of the voting indicated that the majority of those owners present, in person or by proxy wished to waive the mandatory assessment for the year 1987.
2. Discussion and vote on the refund of excess assessments collected during the 1986 fiscal year for Condominium A. The majority of those owners present, in person or by proxy voted in favor of the refund of excess assessments for the 1986 fiscal year.

Since a quorum was present with regard to two (2) issues pertaining to Condominiums A, B and C, the following issues were voted upon at the March 11, 1987 meeting, with the indicated results:

1. Discussion and vote on an Amendment to Section 4.9 of the By Laws regarding a quorum. The Amendment added specific requirements for what would constitute quorum in matters pertaining to all three condominiums in official acts by the Sea Ranch Club Condominium Association Board of Directors. The result of the voting indicated that the majority of those owners present, in person or by proxy approved the Amendment to Section 4.9 of the By Laws.
2. Discussion and vote on an Amendment to Section 4.13 of the By Laws regarding Executive Committees. The Amendment would call for the appointment of a perpetual Executive Committee for each of the three classes of Sea Ranch Club Condominiums. The result of the voting indicated that the majority of those owners present, in person or by proxy, approve the Amendment to Section 4.13 of the By Laws.

The Annual Meeting with respect to Condominium B and Condominium C was adjourned.

May 13, 1987 Adjourned Annual Meeting
For Condominium B and Condominium C

The Adjourned Annual Meeting for Condominium B and Condominium C was set for May 13, 1987, and timely notice was provided to all owners of Condominium B and Condominium C. In order to insure establishing a quorum for each of the condominiums, the Special Master developed a form to advise every owner in Condominium B and Condominium C of any defects or deficiencies in their certificates of voting authorization or previously filed proxies. The use of this form facilitated the correction of certificates of voting authorization and proxies.

At the May 13, 1987 Adjourned Annual Meeting, a quorum was achieved for Condominium B and Condominium C. The business established on the agenda for the Annual Meeting was completed.

The following individuals were on the ballot for the one director's position available for each of the condominiums:

Condominium B
William F. Aldridge
Fernando Carbajal
Ronald S. Wilson

Condominium C
Albert P. Gabrielle
Maxime (Mac) Meyers
Richard A. Pallisso
Erich Sommerkamp

The following persons were elected to fill available director positions:

Condominium B
Ronald S. Wilson-elected for a three year term

Condominium C
Maxime (Mac) Meyers-elected for a three year term

The following additional matters came before the membership, with the indicated results:

1. Discussion and vote on the waiver of the mandatory assessment for the year 1987 for the Capital Improvements and Deferred Maintenance Reserve Fund for Condominium B and Condominium C. The result of the voting indicated that the majority of those owners present, in person or by proxy wished to waive the mandatory assessment for the year 1987.
2. Discussion and vote on the refund of excess assessments collected during the 1986 fiscal year for Condominium B and Condominium C. The majority of those owners present, in person or by proxy voted in favor of the refund of excess assessments for the 1986 fiscal year.

There were no other issues to come before the membership with respect to Condominium B and Condominium C and the Annual Meeting was concluded.

Document Control

The Special Master has maintained all ballots, certificates of voting authorization, proxies, powers of attorney, tally sheets and all other documents related to the notice, conduct and administration of the March 11, 1987 Annual Meeting and the May 13, 1987 Adjourned Annual Meeting for Condominium B and Condominium C. The documents have been and will continue to be available for inspection and review upon reasonable request. With the submission of this Final Report, the Special Master would ask the Court for directions with respect to the continued maintenance of these documents and materials and the responsibility of the Special Master subsequent to his discharge.

Request for Discharge

The Special Master, having filed this Final Report, requests this Court to discharge the Special Master with regard to any and all further responsibilities and duties in connection with his appointment. The Special Master would request that the Court make provision for the prompt and full payment of all outstanding attorneys' fees and costs that have been, and will be, awarded to the Special Master.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this 15th day of May, 1987, by U.S. Mail, to JOHN P. KELLY, ESQ., Fleming, O'Bryan & Fleming, 1415 E. Sunrise Blvd., Ft. Lauderdale, FL 33338, EDWARD S. POLK, ESQ., Becker, Poliakoff & Streitfeld, 6520 N. Andrews Ave., Ft. Lauderdale, FL 33310; PATRICK KELLEY, ESQ., 901 E. Las Olas Blvd., Ft. Lauderdale, FL 33301; ROBERT E. FERRIS, ESQ., McCune, Hiasen, Crum, Ferris & Gardner, One East Broward Blvd., Penthouse, Barnett Bank Plaza, Ft. Lauderdale, FL 33301 and LOUISE TUDZAROV, ESQ., Sachs & Sax, P.A., 1499 W. Palmetto Park Road, Suite 402, Boca Raton, FL 33432.

BARRY A. MANDELKORN
Special Master
110 E. Broward Blvd.
P.O. Box 1900
Ft. Lauderdale, FL 33302
(305)764-6660, Miami: (305)944-3283

By: 

Barry A. Mandelkorn
FLA. BAR NO. 182359

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA.

CASE NO. 86-31907 CS (Marko)

ALBERT P. GABRIELLE, et al.,)
Plaintiffs,)
vs.)
ELLIOT HELLER, et al.,)
Defendants.)

RECEIVED
OCT 8, 1987
SEA RANCH CLUB A
Exhibit A

SETTLEMENT AGREEMENT

THE PARTIES ALBERT P. GABRIELLE, ANNA MARANGONI, B.A. KARUTIS, ELLIOT HELLER, CLAIRE NIEFIELD, J. FERNANDO BELMONT, MICHAEL A. MICHAELS, LOUIS I. GAYNOR, RUBY DANIELS, SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit, and AMINE SEMAAN, by and through their undersigned counsel and/or individually stipulate and agree as follows:

1. This litigation, in essence, currently involves a dispute among the parties as to who has the power to make decisions with respect to the operation and maintenance of matters pertaining to one or more of the Sea Ranch Club Condominiums (Sea Ranch Club Condominiums A, B and C).

2. In conformance with the "Condominium Documents" (the Declarations of Condominium of Sea Ranch Club Condominiums A, B, C, the Articles of Incorporation and By-Laws of Sea Ranch Club Condominium Association, Inc.) the parties hereto have reached a settlement with respect to said decision-making and decision-making process. It is in the best interest of Sea Ranch Club Condominium Association, Inc. (hereinafter the "Association") and the members of the Association that there be an end to this litigation and that there be an agreement as to who has the power to make certain decisions with respect to the operation and maintenance of the Sea Ranch Club Condominiums and the Association, in conformance with the Condominium Documents. Accordingly, the parties have entered into this Settlement Agreement.

3. Annexed hereto as Exhibit "A" is an authentic copy of

the Articles of Incorporation of Sea Ranch Club Condominium "A" Executive Committee, Inc., a Florida corporation. Said corporation shall be dissolved when this Settlement Agreement is adopted in full. No corporation, other entity, association or group of individuals shall have the power to manage, operate or maintain Sea Ranch Club Condominiums A, B or C, except

- (a) as provided herein, and
- (b) as authorized by the Condominium Documents.

However, no action shall be taken by the corporation or its agents during the pending of the Temporary Injunction, except to comply with the provisions herein.

4. In order to provide a more effective means of operating and maintaining the Sea Ranch Club Condominiums, pursuant to Section 4.13 of the By-Laws, the parties agree that certain decisions shall be made by a majority of a quorum of Board members present at a duly noticed, public, Board meeting (hereinafter referred to as "Association Approval") and certain decisions shall be made by a majority of the Board members from a condominium at a duly noticed, public executive committee meeting (hereinafter referred to as "Building Approval"). In addition to the notice required by the By-Laws, adequate notice of all Board meetings and Executive Committee meetings shall be posted conspicuously on the Condominium property of each Condominium at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. "Public" meeting shall mean a meeting that is open to all unit owners and their representatives. All parties hereto shall cooperate with respect to posting meeting notices.

5. The Association has the power to operate, manage and maintain the Sea Ranch Club Condominiums in accordance with the Condominium Documents. The Association delegates to the standing Executive Committees created by the March 11, 1987 amendment to

Section 4.13 of the By-Laws adopted by the unit owners the power to make certain decisions, as set forth herein, so long as Section 4.13 is in effect.

6. The Board of Directors by simple majority ^{quorum} vote will govern all matters and expenditures pertaining to the Association Area. The individual Buildings will continue to function in accordance with By-Law 4.13 as amended on March 11, 1987 and recorded on March 24, 1987.

7. The Condominium Documents provide that no apartment owner may convey, transfer or dispose of his apartment or any interest therein by sale, lease or otherwise (except to the spouse or parents of such apartment owner) without approval. In order to obtain said approval, Building Approval, only, shall be required for units in the particular condominium. However, decisions as to disapproval may only be made with Association Approval.

8. The promulgation of reasonable rules and regulations in accordance with the Condominium Documents concerning the use and occupancy of Condominium property and the filing of suits with respect to the violation of said rules and regulations shall require Association Approval, only.

9. The Directors from each condominium shall promulgate an annual budget for their respective "Building Area" and the matters pertaining exclusively to each respective Condominium, which requires Building Approval. In addition, the Association shall promulgate a budget which pertains to "Association Areas" and those matters which pertain to all three Condominiums which requires Association Approval only. These four budgets shall be considered the annual budget for the Association and shall be approved by the Association, in the manner provided in the Condominium Documents so long as they are in accordance with the Condominium Act, Condominium Documents and the law. Assessments may only be made and levied by the Association, but the Association shall make and levy those assessments, special or regular, which have obtained Building Approval and which pertain

Association approval only shall be required for assessments which

pertain to Association or matters which pertain to more than one Condominium.

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exclusively to that condominium and which are not in conflict with the Condominium Documents, the Condominium Act or the law.

10. The Directors for each Condominium shall be responsible for receiving assessment payments from the unit owners in their respective Condominiums, on behalf of the Association. Within 15 days after the due date of any assessment, said Directors shall disburse to the Association the proportion of the funds collected which pertain to Association expenses, rather than a particular Condominium's expenses. Thereafter, immediately upon receipt and clearance of any additional funds, the Directors from each Condominium shall turn over to the Association the proportion of the funds collected which pertain to Association expenses, rather than a particular Condominium's expenses.

11. All decisions with respect to federal income and other taxes or audits shall require Association Approval, only. All decisions with respect to accounting services for tax purposes shall require Association Approval, only. The expense for such tax and accounting services shall be allocated among the Condominiums as follows:

- Condominium A - 38.1%
- Condominium B - 23.7%
- Condominium C - 38.2%

12. Decisions concerning the hiring, firing and control of each Condominium's building managers, bookkeepers, other employees, and independent contractors or consultants for work which pertains exclusively to that particular Condominium shall require Building Approval, only. All expense of said employees shall be paid for by the unit owners in the Condominium for which the employees work. However, the employer shall in all cases be the Association.

13. Decisions concerning each Condominium's insurance shall require Building Approval only, so long as said insurance meets the minimum requirements set forth in the Condominium Act and the Condominium Documents and so long as said insurance is available and does not unreasonably increase the amount of insurance

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premiums for insurance covering the Association and/or the other Condominiums. In all cases, the Association shall be the owner of said insurance policies.

14. Decisions with respect to the annual election process and use of the Ocean Room shall require Association Approval, only.

15. Committees whose function pertains exclusively to a Condominium shall be appointed with Building Approval, only. Committees whose function pertains to the Association or more than one condominium shall be appointed with Association Approval, only.

16. Nothing contained herein shall be construed to relieve the unit owners in any Condominium from paying and the Directors from that Condominium from receiving and immediately disbursing to the Association those funds which pertain to matters affecting all three Condominiums or the Association.

17. All decisions with respect to the filing or defense of lawsuits, administrative actions or any other type of claim where the Association is named as a party or when the claim pertains to the Association shall require Association Approval, only.

18. The hiring of lawyers to represent the Association shall require Association Approval, only.

19. All checking and savings accounts shall be maintained in the name of the Association. Authorized signatures in said accounts shall be in accordance with the Condominium Documents, including By-Law 4.13, and all authorized signatories on the accounts shall be insured by a fidelity bond in an amount of not less than ~~\$100,000.00.~~
500,000

20. The directors from each Condominium shall have the right to maintain the books and records which pertain to their Condominium at their Condominium office. Without exception, all books and records which pertain to the Association, to unit owners, or to the Condominiums (except those which are privileged or work product) shall be open to inspection by any unit owner in the Association or the authorized representative of such unit

[Handwritten signatures and initials]

owner at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. Any person in control of said records who has notice of this Settlement Agreement and Agreed Final Judgment, who, directly or indirectly, knowingly denies a unit owner or his authorized representative access to the records for inspection in the manner provided herein shall be in contempt of Court and appropriate sanctions shall be imposed, including but not limited to, an award of attorneys' fees and costs against the person or entity who denies access to said records.

21. Attorneys' fees were incurred in this action by the parties using the following lawyers:

- (a) Becker, Poliakoff & Streitfeld, P.A.;
- (b) Kelley & Herman;
- (c) Sachs and Sax, P.A.;
- (d) Fleming, O'Bryan & Fleming;

22. All attorneys' fees and costs incurred for services rendered by Becker, Poliakoff & Streitfeld, P.A. and Kelley & Herman shall be paid by Condominiums B and C. Any other claim for attorneys' fees, including Stuart & Walker, P.A., will be handled and controlled by the Association in its discretion. The payment of the same, if any, shall be by the Association, but under no circumstances shall any directors, past or present, or individual Buildings be responsible for payment. However, any claim of McCune, Hiassen, et al. for attorney's fee services prior to November 1, 1986 shall be paid by the Association, and invoices for services after November 1, 1986 by Building A. All attorneys' fees and costs incurred for services rendered by Fleming, O'Bryan & Fleming and Sachs and Sax, P.A. shall be paid by Condominium A. All attorneys' fees shall be paid forthwith.


23. All documents that were maintained by the Special Master and delivered to John P. Kelly, pursuant to an Order on the Discharge of Special Master dated June 22, 1987, shall be returned to the respective Building office forthwith and shall be

maintained by the Building in the manner provided in the Condominium Act and in the Condominium Documents.

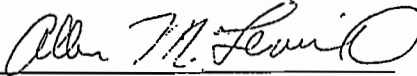
24. The parties agree the following are the duly elected or properly appointed members of the Board of Directors with their respective office;

- A. From Condominium A;
 - 1. Amine Scmaan (third vice-president)
 - 2. Anna Marangoni (treasurer)
 - 3. Fernando Belmont
- B. From Condominium B;
 - 1. Ron Wilson (first vice-president)
 - 2. Elliot Heller
 - 3. Claire Niefield (secretary)
- C. From Condominium C:
 - 1. Louis Gaynor (president)
 - 2. Maxime (Max) Meyers (second vice-president)
 - 3. Hildagarde Crawford

25. The parties shall exchange mutual and reciprocal general releases, releasing all claims against any party hereto. Anna (Dolly) Marangoni, Amine Semaan and Fernando Belmont agree to voluntarily dismiss their Complaint in Intervention, forthwith, in Broward County Circuit Court, Case No. , 86-17732 CD styled Rosaco, Inc. v. Sea Ranch Club Condominium Association, Inc., et al.

26. The parties agree to the entry of the order on joint motion for temporary injunction pending unit owner approval and stay of litigation and Agreed Final Judgment set forth below. 

BECKER, POLIAKOFF & STREITFELD,
P.A.
Attorneys for Defendant SEA RANCH
CLUB CONDOMINIUM ASSOCIATION, INC.
Post Office Box 9057
Fort Lauderdale, FL 33310-9057
(305) 776-7550 (BR); 944-2926
(Dade) and 732-0803 (WPB)

By 
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FLORIDA BAR NO. 315419

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Albert P. Gabrielle
ALBERT P. GABRIELLE

ANNA MARANGONI

B.A. KARUTIS

ELLIOT HELLER

Claire Niefield
CLAIRE NIEFIELD

J. FERNANDO BELMONT

Michael A. Michaels
MICHAEL A. MICHAELS
Louis F. Gaynor
LOUIS F. GAYNOR

RUBY DANIELS


AMINAH SEMAAN

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC.

By: _____
LOUIS GAYNOR, Its President

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO. 86-31907 CS

ALBERT P. GABRIELLE, et al.,
Plaintiffs,

vs.

ELLIOT HELLER, et al.,
Defendants.

ORDER ON JOINT MOTION FOR TEMPORARY INJUNCTION
PENDING UNIT OWNER APPROVAL OF AMENDMENT TO
BY-LAW 4.13 AND STAY OF LITIGATION

THIS CAUSE came to be heard upon the parties' Joint Motion for Temporary Injunction Pending Unit Owner Approval of Amendment to By-Law 4.13 And Stay of Litigation, and the court having reviewed the pleadings, documents on file, and otherwise being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED

1. A temporary injunction is hereby entered against the parties, their agents, and any person with notice of the temporary injunction that By-law 4.9 is unenforceable as a valid by-law of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., ("SEA RANCH") pending further consideration of the issues by the court and order of the court.

2. The court approves, ratifies, and confirms a unanimous resolution of the Board of Directors of SEA RANCH approving a new amendment to By-law 4.13 as previously amended pursuant to a vote of unit owners of the Association on March 11, 1987 and directs that the new amendment be submitted to the unit owners for their consent without a meeting pursuant to the SEA RANCH Declarations of Condominium, Articles of Incorporation, and By-laws ("Condominium Documents") of the Association. The resolution of the Board of Directors showing the proposed new amendment approved unanimously by them is attached hereto and incorporated by reference as Exhibit "1".

3. The directors of SEA RANCH are hereby ordered to send a letter encouraging all unit owners to support and vote in favor of the proposed amendment to By-law 4.13, which letter shall be on the official stationery of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. in the form attached hereto as Exhibit "2".

4. The procedure for the approval of the amendment to By-law 4.13 approved by the Board of Directors shall be in accordance with the Condominium Documents. However, the receipt of unit owner approval and tabulation of the votes shall be conducted by directors Ronald Wilson, Amine Semaan, and Lou Gaynor.

5. If the unit owners approve the amendment to By-law 4.13 set forth in Exhibit "1" hereto in accordance with the Condominium Documents, the parties shall be bound by the Settlement Agreement attached hereto and incorporated by reference as Exhibit "3", and the parties shall be permanently enjoined to comply with the terms and conditions of the Settlement Agreement.

6. If the SEA RANCH members do not approve the proposed amendment to by-law 4.13, then this injunction shall be dissolved without further order of the court and none of the parties shall be prejudiced by the entry of this order or consent to the Settlement Agreement, and further proceedings shall be held in accordance with the issues raised by the pleadings in this cause. No statements by any party pursuant to this order or a vote to approve an amendment to By-law 4.13 shall be admissible as evidence in any proceeding.

7. Pending a vote on the approval of the proposed amendment to By-law 4.13 by the SEA RANCH members, the parties and those persons with notice of this order shall comply with the proposed Settlement Agreement attached hereto as Exhibit "3".

8. This action is hereby stayed pending further order of the court, except as to the court's enforcement of this order, and the stay shall not be lifted until the unit owners have voted on the approval of the proposed amendment to By-law 4.13 approved by the Board of Directors.


9. If the proposed amendment to By-law 4.13 is adopted by the appropriate vote of the unit owners, it shall be immediately recorded and thereafter constitute a valid and binding by-law of SEA RANCH. Contemporaneous with the recording of the amended By-law 4.13, a final court order in the form annexed hereto as Exhibit "4" will be recorded declaring the March 11, 1987 amendment to By-law 4.9 invalid. That order shall further provide that all directors and officers, past and present, of SEA RANCH shall be indemnified and held harmless for any act or omission in reliance upon the validity or invalidity of any by-law of the Association, or any action on their part in supporting, approving, disapproving, voting in connection with By-law 4.9 and 4.13, or entering into the Settlement Agreement, should any subsequent claim or action be maintained by any person against them arising out of their roles as officers or directors of the Association. This indemnification also shall be adopted and approved as a binding resolution of the Board of Directors consistent with the Condominium Documents of SEA RANCH and Fla. Stat. §607.014, as amended. This order shall also pertain to any request by a director or officer for advancement of expenses in connection with said claims or actions.

10. By agreement of the parties and if the membership approves the proposed new amendment to By-law 4.13, Exhibit "1" hereto, the court will determine the sole issue of whether the amendment to By-law 4.9 voted on by the membership on March 11, 1987 was either (1) never a valid By-law of the Association or (2) whether it otherwise is invalid, prior to entry of final judgment.

11. Should proposed amendment to By-law be approved by the members of the Association, the parties agree to the entry of a final judgment of dismissal in the form attached hereto as Exhibit "4", whereby this litigation shall be dismissed with prejudice, with attorney's fees and costs to be paid in accordance with the provisions of the Settlement Agreement attached hereto as Exhibit "3". The parties further agree to exchange mutual and reciprocal general releases as to all claims raised, that could have been raised, and/or as a result of any claims filed in the subject litigation.

12. All attorneys who are to be paid in accordance with the Settlement Agreement shall submit their bills to the court within ten (10) days, and the invoices shall be paid within twenty (20) days thereafter.

DONE AND ORDERED in Chambers this 8 day of OCTOBER, 1987.


CIRCUIT JUDGE

Copies furnished to:

Allen M. Levine, Esq.
Patrick G. Kelley, Esq.
Louis S. Sroka, Esq.
John P. Kelly, Esq.

Exhibit "1"

Be it resolved that the Directors of SEA RANCH CONDOMINIUM ASSOCIATION, INC. adopt and approve the following amendment to By-law 4.13, to become effective upon the vote of the membership in accordance with the Condominium Documents. [existing By-law 4.13 as amended on March 11, 1987] . . . However, the preceding three sentences of this By-law may not be deleted, modified, or amended unless a majority of the directors from each respective condominium and the membership of each class vote in favor of such action at a duly noticed meeting of the Board of Directors at which a quorum is present and a duly noticed meeting of the membership.

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

8803504A

CASE NO. 86-31907 CS

ALBERT P. GABRIELLE, et al., :

ADDENDUM II

Plaintiffs, :

vb. :

AGREED FINAL JUDGMENT

ELLIOT HELLER, et al., :

Defendants. :

FLORIDA BAR NO. 315419

THIS CAUSE came on to be heard upon the Settlement Agreement annexed hereto as Exhibit A, and the Court having considered the pleadings, and being otherwise duly advised of the premises, it is hereby

ORDERED AND ADJUDGED that

1. The Settlement Agreement annexed hereto as Exhibit A is hereby ratified and approved in all respects as in the best interests of the members of SEA RANCH.

2. The parties are hereby permanently enjoined and ordered to comply with the terms of said Stipulation.

3. This suit is dismissed, with prejudice to all claims therein. The costs and attorneys' fees shall to be paid in the manner specified in the above Stipulation.

4. SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. is hereby ordered to indemnify and hold harmless all SEA RANCH directors and officers, past and present, for any act or omission in reliance upon the validity or invalidity of any by-law of the Association, or any action on their part in supporting, approving, disapproving, voting in connection with By-Law 4.9 or 4.13, or entering into the Settlement Agreement.

5. The amendment to By-Law 4.9 voted on by the membership on March 11, 1987, a copy of which is annexed hereto as Exhibit B, is hereby declared invalid because

COURT RESERVES JURISDICTION TO FILE IN THE RECORD.

6. The Court finds and declares that the amendment to Section 4.13 of the By-Laws of SEA RANCH CLUB CONDOMINIUM

86 JAN 22 P 2: 29

08 JAN 28 AM 11: 34

BX15147PG-863

ASSOCIATION, INC., a copy of which is annexed hereto as Exhibit C,
was duly and properly adopted.

DONE AND ORDERED in Chambers at Broward County, Florida this
21 day of January, 1980.


CIRCUIT COURT JUDGE

Copies furnished to: ..

Allen M. Levine, Esq.
Patrick G. Kelley, Esq.
John P. Kelly, Esq.
Elaine Gatzon, Esq.
Louis S. Sroka, Esq.

BK15147PG.864

92500266

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

Case No. 86-31907 CS

ALBERT P. GABRIELLE, ANNA (DOLLY)
MARANGONI, and B.A. KARUTIS, as Unit
Owners, Directors, and Members of the
Executive Committees of Buildings "A",
"B", and "C", SEA RANCH CLUB
CONDOMINIUM ASSOCIATION, INC.,
Plaintiffs,

VS.

ELLIOT HELLER, CLAIRE NIEFIELD,
MICHAEL A. MICHAELS, LOUIS I. GAYNOR,
and RUBY DANIELS, and SEA RANCH CLUB
CONDOMINIUM ASSOCIATION, INC.,
Defendants.

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation, not-for-profit,
Counterclaimant,

VS.

ALBERT P. GABRIELLE and ANNA (DOLLY)
MARANGONI,
Counterdefendants.

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation, not-for-profit;
Third-Party Plaintiffs,

VS.

AMINE SEMAAN, ANTONIO CARDUCCI, and
WILLIAM F. ALDRIDGE,
Third-Party Defendants.

HUSAN A. SHAFFER and PETER STEWART,
as Unit Owners and as Directors,
and Members of the Executive
Committee of Building "A", of SEA
RANCH CLUB CONDOMINIUM ASSOCIATION,
INC.,

Additional Parties
and Petitioners

vs.

AHLENE GURLEY, MARTIN WEINBLATT, and
KEN RUBIN, as Directors, and
Members of the Executive Committee of
Building "B", of SEA RANCH CLUB
CONDOMINIUM ASSOCIATION, INC.; and
HARRIETTE GILBERT, CARMINE FABANO,
and JACK J. GRACE, as Directors,
and Members of the Executive
Committee of Building "C", of SEA
RANCH CLUB CONDOMINIUM ASSOCIATION,
INC.,

Additional Parties
and Respondents.

ORDER APPROVING
SETTLEMENT

THIS CAUSE having come on to be heard upon request of
Petitioners and Respondents for the approval of the Court for
the Settlement Agreement agreed to by the Board of Directors of
the Sea Ranch Club Condominium Association, Inc., and the Court
having read and fully understood the Settlement Agreement, and
being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED:

1. The Court has read and understands that the Agreement
was negotiated by the parties without the assistance of
counsel. The Court finds that the Agreement was an honest
effort to resolve the parties' differences. The Agreement is
attached to this Order and is incorporated herein by

reference. The Court notes that the Agreement is signed by the eight of the nine members of the Board. To the extent that the Agreement may be inconsistent with the prior Settlement Agreement, the new Agreement shall control otherwise the prior Settlement Agreement shall remain in effect.

2. The Court approves the Settlement Agreement and reserves jurisdiction to enforce the terms of the Settlement Agreement and, upon presentation by the parties, for entry of such other and further Orders as may be proper for the final disposition of this cause.

ORDERED in chambers, Ft. Lauderdale, Broward County, Florida, this 13 day of November, 1992.



Paul M. Marko, III
Circuit Court Judge

Copies furnished to:

John R. Keller, Esq.
RUDEN, BARNETT, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.
P.O. Box 1900
Ft. Lauderdale, Florida 33302

Brian J. Dan, Esq.
JOSIAS & GOREN
Suite 200
3099 East Commercial Boulevard
Ft. Lauderdale, Florida 33308

Louisa E. Tudzarov, Esq.
345 West Oakland Park Boulevard
Ft. Lauderdale, Florida 33311

G. Michael Keenan, Esq.
G. MICHAEL KEENAN, P.A.
Suite A, Second Floor
325 Clematis Street
West Palm Beach, Florida 33401

November 11, 1992

Dear Directors of Buildings "B" & "C",

To continue in the spirit of reconciliation and in the hopes of bringing to a successful conclusion the settlement of the ongoing dispute, the directors of building "A" wish to propose the following suggestions for your consideration.

All pending litigation and arbitration should be immediately terminated and in the future all disputes that cannot be resolved by the Directors are to be settled by voluntary binding arbitration through the American Arbitration Board.

All legal, engineering and related costs incurred due to this dispute should be borne by each individual building, realizing that we were all attempting to do what we felt right and take responsibility for having done so.

We should agree that under our 4.9 By-Law as amended there must be approval by the majority of directors of all three buildings (2-2-2) in matters and expenditures only as listed below:

1. Election of officers;
2. Approval of Association Budget.
3. Approval of Association assessment.
4. Appointment of Association legal counsel, accountant, professional or consultant, employee or committee, contractor or agent.
5. Proposal of Amendments to by-Laws, Articles or Declaration to owners.
6. Forming policy, rules and regulations.
7. Rejection of proposed buyer and lessee.

Once an expense has been agreed upon as per the above, whether it be as a budgeted expense or assessed expense it will require only a simple majority or quorum of Directors to ascertain in what manner these funds will be directed in order to carry out the day to day business related to our association area.

We should recognize that the parking decks are building areas for which individual buildings are responsible but that the Association area deck along with all beams and columns supporting it are association area for which the association is responsible. It is also recognized by all concerned that there is a problem in that area which we need to address immediately with the work beginning at the northern most boundary of this association area due to the aging factor. Both engineering companies hired by the individual buildings should meet and see if they can reach an agreement on how this work is to be done. If they cannot agree, the Board should

Choose a 3rd engineering firm with the idea in mind that they examine both reports and inform the board which report, if either, they feel is an appropriate approach or if a different approach consisting of a compromise of both reports is in order. Once the scope of the work needed has been determined and bids for that work have been received, a proper assessment will be levied by the Board accordingly. After the board has approved the assessment in accordance with 4.9, it being an association area, the repair itself will proceed under the board's supervision with decisions being made by simple majority rule. The checks for such, however, as well as all checks written on the association account should bear the signatures of one director from each building.

Regarding officers of the association, the presidency will be held on a rotational basis on a one year term for each building. In any given year, should the building whose turn it is, choose not to exercise that right, the presidency will be passed to the building next on the rotational schedule. Each building will be represented by one vice-president and one additional officer.

It is also suggested that we agree that under 4.13 each building due to its autonomous nature, must bring only 3 matters involving its own building before the association board. Those 3 matters are (1) the rejection of a proposed buyer or lessee (2) its annual budget and (3) a building assessment. The rejection of a proposed buyer must be taken into consideration by the board but the other 2 matters when presented to the board must be approved without discussion as long as they conform to our condominium documents.

Should this agreement be signed by the majority of directors of each of the 3 buildings, Mrs. Shaffer will be selected to prepare, with this Agreement as the sole basis, a document to be submitted to Judge Marko for sanctioning.

It is our hope that you will interpret these suggestions as our intention to be both fair and desirous of establishing harmony. If you find this to be agreeable we suggest that all those who are in favor of this agreement sign the enclosed notice for an emergency meeting of the board at which we can sign this Agreement and announce it to our owners. At that time we would also revoke all assessments levied on 11-09-92, elect officers and choose an association counsel who would be acceptable to all buildings and someone without any prior dealings with this dispute. Let's truly begin again, putting the past behind us, where it belongs and hoping that we will be better directors for having learned from the past 8 months. We believe this resolution to be in the best interest of 723 owners whom we are here to serve.

Building "A" has already instructed the bookkeeper to release the funds from the building "A" account to cover what the association needs at this time and will release the balance of funds it has withheld at the time an Agreement is signed, and finalized.

AS
GMM
WZ

IN ACCORDANCE WITH OUR BY-LAWS, THE OWNERS HAVE THE RIGHT TO RECONFIRM OR REJECT 4.9 AS AMENDED. THE BOARD WILL HAVE NO INTERFERENCE IN THIS ISSUE PROVIDING THE OWNERS DECISION IS EXPRESSED IN CONFORMITY WITH OUR CONDOMINIUM

Handwritten signatures and notes on the right side of the page, including names like Peter Stewart, Judy G. Kovacs, and others.

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

Case No. 86-31907 CS

Florida Bar No. 796890

ALBERT P. GABRIELLE, ANNA (DOLLY) :
MARANGONI, and B.A. KARUTIS, as Unit :
Owners, Directors, and Members of the :
Executive Committees of Buildings "A", :
"B", and "C", SEA RANCH CLUB :
CONDOMINIUM ASSOCIATION, INC., :
Plaintiffs, :

vs. :

ELLIOT HELLER, CLAIRE NIEFIELD, :
MICHAEL A. MICHAELS, LOUIS I. GAYNOR, :
and RUBY DANIELS, and SEA RANCH CLUB :
CONDOMINIUM ASSOCIATION, INC., :
Defendants. :

SEA RANCH CLUB CONDOMINIUM :
ASSOCIATION, INC., a Florida :
corporation, not-for-profit, :
Counterclaimant, :

vs. :

ALBERT P. GABRIELLE and ANNA (DOLLY) :
MARANGONI, :
Counterdefendants. :

SEA RANCH CLUB CONDOMINIUM :
ASSOCIATION, INC., a Florida :
corporation, not-for-profit; :
Third-Party Plaintiffs, :

vs. :

AMINE SEMAAN, ANTONIO CARDUCCI, and :
WILLIAM F. ALDRIDGE, :
Third-Party Defendants. :

RECEIVED
3/24/93

SUSAN A. SHAFFER and PETER STEWART,
as Unit Owners and as Directors,
and Members of the Executive
Committee of Building "A", of SEA
RANCH CLUB CONDOMINIUM ASSOCIATION,
INC.,
Additional Parties
and Petitioners'

vs.

ARLENE GURLEY, MARTIN WEINBLATT, and
KEN RUBIN, as Directors, and
Members of the Executive Committee of
Building "B", of SEA RANCH CLUB
CONDOMINIUM ASSOCIATION, INC.; and
HARRIETTE GILBERT, CARMINE FABANO,
and JACK J. GRACE, as Directors,
and Members of the Executive
Committee of Building "C", of SEA
RANCH CLUB CONDOMINIUM ASSOCIATION,
INC.,
Additional Parties
and Respondents.

ORDER APPROVING
SETTLEMENT

THIS CAUSE having come on to be heard upon request of
Petitioners and Respondents for the approval of the Court for
the Settlement Agreement agreed to by the Board of Directors of
the Sea Ranch Club Condominium Association, Inc., and the Court
having read and fully understood the Settlement Agreement, and
being fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED:

1. The Court has read and understands that the Agreement
was negotiated by the parties without the assistance of
counsel. The Court finds that the Agreement was an honest
effort to resolve the parties' differences. The Agreement is
attached to this Order and is incorporated herein by

reference. The Court notes that the Agreement is signed by the eight of the nine members of the Board. To the extent that the Agreement may be inconsistent with the prior Settlement Agreement, the new Agreement shall control otherwise the prior Settlement Agreement shall remain in effect.

2. The Court approves the Settlement Agreement and reserves jurisdiction to enforce the terms of the Settlement Agreement and, upon presentation by the parties, for entry of such other and further Orders as may be proper for the final disposition of this cause.

ORDERED in chambers, Ft. Lauderdale, Broward County, Florida, this 13 day of November, 1992.



Paul M. Marko, III
Circuit Court Judge

Copies furnished to:

John R. Keller, Esq.
RUDEN, BARNETT, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.
P.O. Box 1900
Ft. Lauderdale, Florida 33302

Brian J. Dan, Esq.
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Louisa E. Tudzarov, Esq.
345 West Oakland Park Boulevard
Ft. Lauderdale, Florida 33311

G. Michael Keenan, Esq.
G. MICHAEL KEENAN, P.A.
Suite A, Second Floor
125 Clematis Street
West Palm Beach, Florida 33401



CONDOMINIUM ASSOCIATION, INC.

5100 N. Ocean Blvd. Building "A"
Fort Lauderdale, Florida 33308
Phone 305/781-8711

November 11, 1992

Dear Directors of Buildings "B" & "C",

To continue in the spirit of reconciliation and in the hopes of bringing to a successful conclusion the settlement of the ongoing dispute, the directors of building "A" wish to propose the following suggestions for your consideration.

All pending litigation and arbitration should be immediately terminated and in the future all disputes that cannot be resolved by the Directors are to be settled by voluntary binding arbitration through the American Arbitration Board.

All legal, engineering and related costs incurred due to this dispute should be borne by each individual building, realizing that we were all attempting to do what we felt right and take responsibility for having done so.

We should agree that under our 4.9 By-Law as amended there must be approval by the majority of directors of all three buildings (2-2-2) in matters and expenditures only as listed below:

1. Election of officers;
2. Approval of Association Budget.
3. Approval of Association assessment.
4. Appointment of Association legal counsel, accountant, professional or consultant, employee or committee, contractor or agent.
5. Proposal of Amendments to by-Laws, Articles or Declaration to owners.
6. Forming policy, rules and regulations.
7. Rejection of proposed buyer and lessee.

Once an expense has been agreed upon as per the above, whether it be as a budgeted expense or assessed expense it will require only a simple majority or quorum of Directors to ascertain in what manner these funds will be directed in order to carry out the day to day business related to our association area.

We should recognize that the parking decks are building areas for which individual buildings are responsible but that the Association area deck along with all beams and columns supporting it are association area for which the association is responsible. It is also recognized by all concerned that there is a problem in that area which we need to address immediately with the work beginning at the northern most boundary of this association area due to the aging factor. Both engineering companies hired by the individual buildings should meet and see if they can reach an agreement on how this work is to be done. If they cannot agree, the Board should

choose a 3rd engineering firm with the idea in mind that they examine both reports and inform the board which report, if either, they feel is an appropriate approach or if a different approach consisting of a compromise of both reports is in order. Once the scope of the work needed has been determined and bids for that work have been received, a proper assessment will be levied by the Board accordingly. After the board has approved the assessment in accordance with 4.9, it being an association area, the repair itself will proceed under the board's supervision with decisions being made by simple majority rule. The checks for such, however, as well as all checks written on the association account should bear the signatures of one director from each building.

Regarding officers of the association, the presidency will be held on a rotational basis on a one year term for each building. In any given year, should the building whose turn it is, choose not to exercise that right, the presidency will be passed to the building next on the rotational schedule. Each building will be represented by one vice-president and one additional officer.

It is also suggested that we agree that under 4.13 each building due to its autonomous nature, must bring only 3 matters involving its own building before the association board. Those 3 matters are (1) the rejection of a proposed buyer or lessee (2) its annual budget and (3) a building assessment. The rejection of a proposed buyer must be taken into consideration by the board but the other 2 matters when presented to the board must be approved without discussion as long as they conform to our condominium documents.

Should this agreement be signed by the majority of directors of each of the 3 buildings, Mrs. Shaffer will be selected to prepare, with this Agreement as the sole basis, a document to be submitted to Judge Marko for sanctioning.

It is our hope that you will interpret these suggestions as our intention to be both fair and desirous of establishing harmony. If you find this to be agreeable we suggest that all those who are in favor of this agreement sign the enclosed notice for an emergency meeting of the board at which we can sign this Agreement and announce it to our owners. At that time we would also revoke all assessments levied on 11-09-92, elect officers and choose an association counsel who would be acceptable to all buildings and someone without any prior dealings with this dispute. Let's truly begin again, putting the past behind us, where it belongs and hoping that we will be better directors for having learned from the past 8 months. We believe this resolution to be in the best interest of 723 owners whom we are here to serve.

Building "A" has already instructed the bookkeeper to release the funds from the building "A" account to cover what the association needs at this time and will release the balance of funds it has withheld at the time an Agreement is signed, and finalized.

IN ACCORDANCE WITH OUR BY-LAWS, THE OWNERS HAVE THE RIGHT TO RECONFIRM OR REJECT 4.9 AS AMENDED. THE BOARD WILL HAVE NO INTERFERENCE IN THIS ISSUE PROVIDING THE OWNERS DECISION IS EXPRESSED IN CONFORMITY WITH OUR CONDOMINIUM

AS
CMH
12

[Handwritten signatures and notes on the right side of the page]
Peter Stewart
James G. Kovacs
Carmel M. Jones
Ann O. Shaffer
William J. [unclear]

SUSAN A. SHAFFER and PETER STEWART, :
as Unit Owners and as Directors, :
and Members of the Executive :
Committee of Building "A", of SEA :
RANCH CLUB CONDOMINIUM ASSOCIATION, :
INC., :
Additional Parties :
and Petitioners :

vs. :

ARLENE GURLEY, MARTIN WEINBLATT, and :
KEN RUBIN, as Directors, and :
Members of the Executive Committee of :
Building "B", of SEA RANCH CLUB :
CONDOMINIUM ASSOCIATION, INC.; and :
HARRIETTE GILBERT, CARMINE FASANO, :
and JACK J. GRACE, as Directors, :
and Members of the Executive :
Committee of Building "C", of SEA :
RANCH CLUB CONDOMINIUM ASSOCIATION, :
INC., :
Additional Parties :
and Respondents. :

ORDER APPROVING STIPULATION OF SETTLEMENT AND DISMISSAL

This cause having come on to be heard upon this Stipulation for Settlement and Dismissal ("the Stipulation") of the parties in this cause, and the Court having reviewed the Stipulation, having reviewed the file, and otherwise being duly advised in the premises, it is hereby considered, ordered and adjudged:

1. The Stipulation be and the same is hereby approved by the Court and the Court hereby dismisses this action, with prejudice.

2. The Court ratifies and approves the Order Approving Settlement Agreement dated November 13, 1992 and the Settlement

Agreement attached thereto, and retains jurisdiction for the purpose of enforcing same.

3. Each party shall bear its own attorney's fees and costs incurred in connection with this action.

DONE and ordered this 24 day of May,

1993 in Chambers.

PAUL M. MARKO, III
Circuit Court Judge

Paul M. Marko, III
Circuit Court Judge

Copies furnished to counsel:

Louise E. Tudzarov, Esq.
Attorney for Respondents
345 W. Oakland Pk. Blvd.
Fort Lauderdale, FL 33311
(305) 561-2709

Terrence Russell, Esq.
Attorney for Petitioners
Ruden, Barnett, McClosky, Smith
Schuster & Russell, P.A.
200 E. Broward Boulevard
P. O. Box 1900
Ft. Lauderdale, FL 33302

G. Michael Keenan, P.A.
Co-Counsel for Respondents
Suite A - Second Floor
325 Clematis Street
West Palm Beach, FL 33401
(407) 835-3630

IN THE CIRCUIT COURT OF THE
17th JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO. 86-31907 CS

ALBERT P. GABRIELLE, ANNA (DOLLY)
MARANGONI, and B.A. KARUTIS, as
Unit Owners, Directors and
Members of the Executive
Committees of Buildings "A",
"B" and "C", SEA RANCH CLUB
CONDOMINIUM ASSOCIATION, INC.,

Plaintiffs,

-vs-

ELLIOTT HELLER, CLAIRE NIEFELD,
MICHAEL A. MICHAELS, LOUIS I.
GAYNOR and RUBY DANIELS, and
SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation, not-for-profit,

Counterclaimant,

-vs-

ALBERT P. GABRIELLE and ANNA
(DOLLY) MARANGONI,

Counter-defendants.

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation, not-for-profit,

Third-Party Plaintiff,

-vs-

AMINE SEMAAN, ANTONIO CARDUCCI,
and WILLIAM F. ALDRIDGE,

Third-Party Defendants.

SUSAN A. SHAFFER and PETER STEWART, as Unit Owners and as Directors and Members of the Executive Committee of Building "A" of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.,

Additional Parties and
Petitioners,

-vs-

ARLENE GURLEY, MARTIN WEINBLATT, and KEN RUBIN, as Directors and Members of the Executive Committee of Building "B", of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., and HARRIETT GILBERT, CARMINE FASANO and JACK J. GRACE, as Directors and Members of the Executive Committee of Building "C" of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.,

Additional Parties and
Respondents,

and

BENJAMIN LAFIOSCA, JOSEPH AUSLANDER and JOSEPH BALBONI, as Directors and Members of the Executive Committee of Building "B" of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.; and RICHARD MARCUS and KENNETH MIKOS, as Directors and Members of the Executive Committee of Building "C" of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.,

Additional Parties and
Respondents,

ARBITRATOR'S FINDINGS AND AWARD

INTRODUCTION

THIS CAUSE came before me, as Arbitrator, to be heard upon the Motion to Enforce Settlement Agreement served September 30, 1994, filed by Petitioners, AMINE SEMAAN and PETER STEWART, as Owners and Directors of SEA RANCH CLUB CONDOMINIUM ASSOCIATION "A" and as Members of the Executive Board of SEA RANCH CONDOMINIUM "A" (the "Semaan Motion"), and upon the Motion to Enforce Agreed Final Judgment served October 14, 1994, by SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association Motion"). An Agreed Order was entered on October 21, 1994, referring Semaan's Motion to arbitration, based upon the Emergency Motion for Arbitration filed by Directors and Members of "B" and "C" Executive Committees. SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), agreed to be bound by this Arbitrator's ruling on the Semaan Motion. An additional Agreed Order was entered on April 14, 1995, referring the Association Motion to this Arbitrator for disposition and confirming its prior reference of the foregoing pending motions, all by agreement of the parties to this Arbitrator.

This Arbitrator conducted extensive hearing on the pending motions. In fact, the arbitration proceedings involving considerable testimony spanning a period of approximately fourteen days in which eighteen separate witnesses testified. One Hundred Sixty exhibits were presented in evidence which included various documents, photographs, audio tapes and physical evidence. In addition, this Arbitrator conducted a view of the SEA RANCH CLUB CONDOMINIUM Promenade Deck and the garage areas underneath the Promenade Deck. This Arbitrator has further had the benefit of proposed rulings submitted by counsel as well as the benefit of Supplemental Memoranda of Law on points specifically requested by this Arbitrator.

The Petitioners were represented by Terrence Russell, Esquire, and John R. Keller, Esquire, of the law firm of Ruden, Barnett, McClosky, Smith, Schuster & Russell, P.A. The

Respondent, SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., was represented by Jeffrey Allan Hirsch, Esquire, of the law firm of Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A. The Directors of Condominiums "B" and "C" were represented by Robert C. Martin, Esquire, of the law firm of Heidgerd, Martin & Bennis, P.A. All counsel are to be commended for their performance including preparation, advocacy skills, ethical conduct and devotion to their respective clients' interests.

STRUCTURE OF SEA RANCH LAKES CONDOMINIUM

The unusual structural organization of the Sea Ranch Lakes Condominiums and the history of this case must be examined in order to fully appreciate the nature of this present controversy as well as to address a threshold legal issue.

There are three condominium buildings, Condominium Building "A", Condominium Building "B", and Condominium Building "C", which are declared of record, each pursuant to a separate Declaration of Condominium. The Condominiums are governed by the Sea Ranch Club Condominium Association, Inc. (the "Association"). The Association's authority for administration and operation of the Association is derived from the Articles of Incorporation, the By-Laws and three Declarations. The following is a discussion of each of the referenced documents as they pertain to the authority of each Condominium Building to bring a legal action in its name.

1. Declaration of Condominium. The Declarations for each of the Condominium Buildings are identical with regard to issues concerning operation and governance of the Condominium Buildings, and each provides that the Association is responsible for the operation of each Condominium Building (Paragraph X). Power and duties discussed in the Declaration are discussed in terms of the Association's responsibility. For example, the Association has the responsibility for repairing, maintaining and replacing all of the common elements (Paragraph XVI); the Association, by the Board, prepares and adopts an annual

budget for the operation and management of the Association and each of the Condominium Buildings, and assessments upon each apartment are made by the Association through the Board (Paragraph XVII). The Declaration does not specifically address the authority of one of the Condominium Buildings to maintain a legal action, although it does provide that, in the event a unit owner violates any provision of the Condominium Documents, the Association, any Apartment Owner or any Approved Mortgagee (all as defined in the Declaration) will be entitled to bring an action for injunctive relief, damages or both (Paragraph XXIII). Again, the Declaration does not explicitly give the Condominium Buildings the authority to bring such an action.

2. Articles of Incorporation. The Articles of Incorporation create the Association for the purpose of maintaining, operating and managing each of the Condominium Buildings and the real and personal property related thereto (Article II B). The members of the Association are each of the fee simple apartment owners; and, membership is divided into classes with the apartment owners of each Condominium Building consisting of a separate class (Article IV A.5). The powers of the Association are set forth in Article III therein, one of which is to enforce the Condominium Documents by legal means (Article III S.2(e)).

3. By-Laws. The By-Laws provide that the administration of the Association shall be by the Board of Directors. Pursuant to Section 5 of the By-Laws, all of the powers and duties of the Association shall be exercised by the Board, including the power to enforce the provisions of the Condominium Documents by legal means (Section 5.7).

The three separate buildings comprising the Sea Ranch Club Condominium, commonly referred to as Buildings "A", "B", and "C", were built over a period of time and connected by a common Promenade Deck. Building "A" was the first constructed, followed by Building "B" and Building "C". The three buildings constitute a very up-scale complex strategically situated in the heart of Florida's "Gold Coast" and affording picturesque views of the Atlantic Ocean and Intracoastal Waterway. These amenities have attracted unit

owners from various parts of the United States, Canada, South America as well as other regions of the world. Unit owners represent a cross section of successful business and professional people who seek to enjoy their condominium units as parts of the fruits of their financial success. Many owners occupy their units on a seasonal or part-time basis. However, here has been trouble in paradise.

THE HISTORY OF THIS LITIGATION "PHASE I"

This action originally commenced in 1986 as a result of a dispute between the interests of the three condominiums within the Association. The individual Plaintiffs in the original litigation were unit owners filing in their capacity not only as owners but also as Directors and Members of the Executive Committees of Buildings "A", "B" and "C". The theme repeatedly asserted by Petitioners herein is that Building "A", being older and without the benefits of the more modern construction techniques used in "B" and "C", has needs and interests which are distinctively different from "B" and "C"; yet "B" and "C" are not appreciative of those needs and collectively have the political power to prevent "A"'s legitimate needs from being met. This present theme has roots in the 1986 litigation and the events leading thereto.

This part of the continuing controversy, sometimes referred to as "Phase I", concluded with the entry of the "Agreed Final Judgment" entered by the Honorable Paul M. Marko on January 21, 1988. The Agreed Final Judgment incorporated an extensive typed Settlement Agreement with various attachments and referred to Amendments to the By-Laws at Section 4.9 and 4.13. Amended Section 4.13 provides autonomy for the directors of each condominium, who thereby constitute permanent executive committees with full control of all matters solely affecting their own condominium. 4.9 instituted a system of voting generally referred to as a "Super Majority" requirement or "Two and Two and Two" . . . "as to matters or expenditures pertaining to all three condominiums . . ." Respondents' Exhibit 66

in evidence is the signed, sealed and recorded "Amendments to By-Laws of Sea Ranch Club Condominium Association, Inc." amending Sections 4.9 and 4.13 in March 1987. While the Agreed Final Judgment dated January 21, 1988 re-confirms the validity of 4.13, Paragraph 5 thereof ambiguously references the in validity of 4.9 but nothing in the incorporated Settlement Agreement directly references the validity of 4.9.

Also of significance to this arbitration is Paragraph 10 of the 1988 Settlement Agreement which provides as follows:

The Directors for each Condominium shall be responsible for receiving assessment payments from the unit owners in their respective Condominiums, on behalf of the Association. Within 15 days after the due date of any assessment, said Directors shall disburse to the Association the proportion of the funds collected which pertain to Association expenses, rather than a particular Condominium's expenses. Thereafter, immediately upon receipt and clearance of any additional funds, the Directors from each Condominium shall turn over to the Association the proportion of the funds collected which pertain to Association expenses, rather than a particular Condominiums expenses.

(See also Paragraph 16 of the same Agreement.)

At that point in time it is clear that there was one governing Association, but each separate building had at least some degree of autonomy, and a "checks and balances" system was in place presumably to benefit and protect Condominium "A". This settlement was achieved using the benefit of counsel and was obviously the product of considerable effort.

"PHASE II"

Thereafter, Phase II arose with the filing of "Application for Supplemental and Emergency Mandatory Injunctive Relief and Dissolution of the Association" in 1992. The named Petitioners therein were AMINE SEMAAN, SUSAN A. SHAFFER and PETER STEWARD. The Respondents were the individual Executive Committee Members of Building "B" and Building "C". The essential nature of the controversy centered around Building "A"'s claimed needs for repair of their portion of the common Promenade Deck and parking garage area immediately below, as well as the status and effect of Section 4.9 of the

By-Laws. This phase of the litigation concluded with the entry of Judge Marko's "Order Approving Settlement" dated November 13, 1992, which incorporated an unusual form of Letter Agreement dated November 11, 1992. Factually and legally, that point in time is significant and is directly related to the relief sought by the Semaan Motion.

It is clear from a reading of Judge Marko's November 13, 1992 Order (the 1992 Settlement) that same was entered by the Court with some trepidation as it incorporated a Settlement Agreement which had been drafted by the parties without the assistance of counsel and which was ambiguous in many material respects. Nevertheless, the Court specifically recognized the honest effort to resolve the parties' dispute; accepted and approved same, and reserved jurisdiction to enforce the terms of the Settlement Agreement. The same Order specifically provided:

To the extent that the Agreement may be inconsistent with the prior Settlement Agreement, the new Agreement shall control otherwise the prior Settlement Agreement shall remain in effect.

Clearly, reference was being made to the Settlement Agreement attached to the January 21, 1988 Agreed Final Judgment. In order to fully and completely analyze the issues in this arbitration it is necessary to quote the full text of the November 11, 1992 Letter (a proposal from the Directors of "A" to Directors of "B" and "C") as follows: ..

To continue in the spirit of reconciliation and in the hopes of bringing to a successful conclusion the settlement of the ongoing dispute, the directors of building "A" wish to propose the following suggestions for your consideration.

All pending litigation and arbitration should be immediately terminated and in the future all disputes that cannot be resolved by the Directors are to be settled by voluntary binding arbitration through the American Arbitration Board.

All legal, engineering and related costs incurred due to this dispute shall be borne by each individual building, realizing that we were all attempting to do what we felt right and take responsibility for having done so.

We should agree that under our 4.9 By-Law as amended there must be approval by the majority of directors of all three buildings (2-2-2) in matters and expenditures only as listed below:

1. Election of officers.
2. Approval of Association Budget.
3. Approval of Association assessment.
4. Appointment of Association legal counsel, accountant, professional or consultant, employee or committee, contractor or agent.
5. Proposal of Amendments to by-Laws, Articles or Declaration to owners.
6. Forming policy, rules and regulations.
7. Rejection of proposed buyer and lessee.

Once an expense has been agreed upon as per the above, whether it be as a budgeted expense or assessed expense it will require only a simple majority or quorum of Directors to ascertain in what manner these funds will be directed in order to carry out the day to day business related to our association area.

We should recognize that the parking decks are building areas for which individual buildings are responsible but that the Association area deck along with all beams and columns supporting it are association area for which the association is responsible. It is also recognized by all concerned that there is a problem in that area which we need to address immediately with the work beginning at the northern most boundary of this association area due to the aging factor. Both engineering companies hired by the individual buildings should meet and see if they can reach an agreement on how this work is to be done. If they cannot agree, the Board should choose a 3rd engineering firm with the idea in mind that they examine both reports and inform the board which report, if either, they feel is an appropriate approach or if a different approach consisting of a compromise of both reports is in order. Once the scope of the work needed has been determined and bids for that work have been received, a proper assessment will be levied by the Board accordingly. After the board has approved the assessment in accordance with 4.9, it being an association area, the repair itself will proceed under the board's supervision with decisions being made by simple majority rule. The checks for such, however, as well as all checks written on the association account should bear the signatures of one director from each building.

Regarding officers of the association, the presidency will be held on a rotational basis on a one year term for each building. In any given year, should the building whose turn it is, choose not to exercise that right, the presidency will be passed to the building next on the rotational schedule. Each building will be represented by one vice-president and one additional officer.

It is also suggested that we agree that under 4.13 each building due to its autonomous nature, must bring only 3 matters involving its own building before the association board. Those 3 matters are (1) the rejection of a proposed buyer or lessee (2) its annual budget and (3) a building assessment. The rejection of a proposed buyer must be taken into consideration by the board but the other 2 matters when presented to the board must be approved without discussion as long as they conform to our condominium documents.

Should this agreement be signed by the majority of directors of each of the 3 buildings, Mrs. Shaffer will be selected to prepare, with this Agreement as the sole basis, a document to be submitted to Judge Marko for sanctioning.

It is our hope that you will interpret these suggestions as our intention to be both fair and desirous of establishing harmony. If you find this to be agreeable we suggest that all those who are in favor of this agreement sign the enclosed notice for an emergency meeting of the board at which we can sign this Agreement and announce it to our owners. At that time we would also revoke all assessments levied on 11-09-92, elect officers and choose an association counsel who would be acceptable to all buildings and someone without any prior dealings with this dispute. Let's truly begin again, putting the past behind us, where it belongs and hoping that we will be better directors for having learned from the past 8 months. We believe this resolution to be in the best interests of 723 owners whom we are here to serve.

Building "A" has already instructed the bookkeeper to release the funds from the building "A" account to cover what the association needs at this time and will release the balance of funds it has withheld at the time an Agreement is signed, and finalized. (All emphasis added for purposes of this ruling.)

Immediately following the typed portion of the Agreement is a handwritten notation, which the testimony shows, was intended to be a part thereof. This handwritten notation makes reference to the right of the unit owners to re-confirm or reject "4.9 as amended".

The 1992 settlement concluded Phase II and ushered in a period of unprecedented harmony and cooperation which inured to the benefit of all unit owners. During this "Era of

Good Feeling" the extensive restoration project on the Promenade Deck and parking garage was commenced. Unfortunately, SEA RANCH'S Era of of Good Feeling - just like this Country's - was followed by civil war.

"PHASE III"

The filing of the Semaan Motion and the Association Motion as well as related procedural motions brought this matter into this arbitration. Unfortunately, during the pendency of this arbitration matters went from bad to worse. It is no exaggeration to state that uncertainty and chaos reigned over every political, economic, social and business aspect of the condominiums' existence. The parties before this Arbitrator need not only a ruling on the Semaan Motion and the Association Motion, but the scope and effect of the 1988 Settlement, the 1992 Settlement as well as the status and effect of 4.9 of the By-Laws (which may or may not be directly related to this arbitration) was the subject of controversy. In short, the parties sought some end to the strife, especially by the point in time that the construction project had come to a standstill and liens were being threatened and actually filed against the condominium property. In addition to the various signed court orders, at a hearing requesting clarification held before Judge Marko the Court made it clear that this matter was being referred to arbitration and that the scope of the referral should be as broad as possible. With full appreciation of the responsibility entrusted to this Arbitrator, the matters hereinbelow are rendered.

FINDINGS OF FACT AND RULING

1. While it is clear that the only incorporated entity under Florida Statute 718.111(1)(a) is the SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., the unique structure of this condominium as well as the history of the litigation dictate that it would be manifestly unjust to deny the Semaan Motion for lack of standing. Whether founded upon the principles of res judicata, law of the case, waiver, estoppel or concept of defacto corporation, the reality of this situation is that each building has at least some semi-autonomous existence and historically each building's directors have been named and

represented by counsel. Nevertheless AMINE SEMAAN and PETER STEWARD have standing to bring the Semaan Motion in their individual capacities as unit owners, and this Arbitrator accepts as reasonable the representation of their counsel that the Semaan Motion was appropriately authorized by the unit owners of Building "A".

2. Extensive sworn testimony as well as documents and tapes have been presented as to the events which followed the 1992 Settlement Agreement. From early 1993 until late 1994 the Board of Directors of the Association followed the intent and spirit of the 1992 Settlement and defined the "scope of the work" needed for the Promenade Deck Renovation Project. It must be noted that Mr. Ernest Rua acted as President of the Association during that period of time and he was a resident of Building "A". Further, this Arbitrator is extremely impressed by the fact that each and every member of the Board of Directors - including Mr. Semaan - adopted a detailed overall plan for the restoration of the Promenade Deck which was in conformity with the recommendations of the Engineering Committee and Crane Engineering. Also by unanimous vote the Board of Directors of the Association approved a special assessment in the amount of \$1,054,000.00. Neither AMINE SEMAAN nor PETER STEWART ever voiced any concern or objection that the scope of the details of the project were not in conformity with the 1992 Settlement or that the restoration plan somehow was going to "short change" Building "A". Each and every director, in obvious recognition of the fact that each owed a fiduciary responsibility to every unit owner, formulated a restoration plan that would benefit the entire condominium with no single building being singled out for better or worse treatment. Bids were sought and received, contracts signed and the Promenade Deck Restoration Project work actually commenced at Building "C".

3. Extensive testimony was presented by experts with regard to technical matters such as construction techniques, causes of spalling concrete, water intrusion, reinforcement bar expansion and varying approaches and techniques for concrete repair and restoration.

The greater weight of the testimony clearly mandates the conclusion that the "managed approach" to repair and restoration of the Promenade Deck and garage areas was in every way reasonable, prudent and appropriate. Likewise, the dollar amount of the assessment was reasonable and appropriate to implement the project. As expressed during the proceedings, this Arbitrator would be greatly disturbed if Buildings "B" and "C" received a "Rolls Royce" treatment with Building "A" settling for a "Yugo" because the funds had been improperly expended by the time that the work reached Building "A". The greater weight of the evidence shows that this is not the case and this Arbitrator has every reason to believe that the end product will demonstrate that the quality of material and workmanship at Building "A" will be in conformity with that at Buildings "B" and "C". In short, the unanimous decision of the directors was clearly within the scope of permissible business judgments and the greater weight of the evidence indicates that the project will be concluded satisfactorily and probably within the amount of the original assessment. However, as the testimony has indicated, the "managed approach" is not a "cure-all" and it anticipates that future work (and possibly additional assessments) may be necessary to repair leaks in Building "A"'s portion of the Promenade Deck and possibly tennis court area. Any further assessment will be levied against all three buildings and this ruling will serve as a reminder to the Board of Directors of the Association that each director owes a fiduciary duty to each unit owner, and that such duty can only be discharged by equal treatment of unit owners.

4. The greater weight of the evidence has not sustained the contention that a substantial additional assessment need be ordered to complete the current project.

5. In order that the record of this matter may be perfectly clear, a specific finding of fact is hereby made that the Board of Directors, in defining the scope of the work and levying the assessment, acted in good faith and in compliance with the 1992 Settlement Agreement and the court orders relating to same.

6. On the other hand, the conclusion is inescapable that AMINE SEMAAN and PETER STEWART have not acted in good faith especially as to their refusal to pay over to the Association the special assessment funds collected by Building "A" and in the handling of the H & H Painting Company bill. The directors elected by Building "A" were clearly under a duty and obligation to relinquish these funds pursuant to Paragraph 10 of the 1988 Settlement Agreement quoted at Page 7 hereinabove. AMINE SEMAAN was well aware of his obligations under the 1988 Settlement Agreement and Agreed Final Judgment and willfully and knowingly chose to violate same. The conclusion is inescapable that the real reason why the special assessment funds were not paid over to the Association was that Building "A" had spent the special assessment funds for ordinary expenses in clear violation of the purpose for which the funds were collected. Building "A" simply did not have funds sufficient to pay over all funds it had collected as of August, 1994. This short fall in Building "A"'s cash position was the result of the failure to prepare for or respond to an increase in insurance costs as well as an overrun in expenses incurred in painting Building "A".

7. To cover its shortage in cash and obviously to avoid going back to its residents for more money to cover the short fall, an improper scheme was devised to create a set-off against the special assessment funds Building "A" owed to the Association. Building "A" sought to deflect attention away from Building "A"'s financial problems by fabricating a series of bogus issues regarding the implementation of the special assessment and directors' compliance with the 1992 Settlement, up to and including, most probably, the filing of the Semaan Motion. In order to further implement this course of action a bogus invoice from H & H Painting Company in the amount of \$18,854.00 was later increased to \$55,575.00. No credible evidence has been presented as to the quantity of work actually performed, or if performed, that the value of the work was \$55,575.00. This is aside from the fact that H & H Painting Company was not licensed to perform this type work and the paperwork and documentation surrounding this issue ranges from highly irregular and suspicious to confusing and confounding.

More specifically, Building "A"'s alleged payment of \$55,575.00 by counter check to H & H Painting was accomplished in a manner outside the normal scope of securing such payments and was accompanied by the simultaneous exchange of a \$24,000.00 cashier's check back from H & H Painting. This transaction was accomplished in a secretive manner and was so unusual that it escaped the understanding of the Association's CPA, Mr. Chamberlain, who was given evasive responses even after he made specific requests for a logical explanation of the transaction.

8. An issue has been presented as to whether or not unauthorized work has been performed and improper payments made out of special assessment funds by the Association. This Arbitrator finds that such complaints are without merit and that all work authorized and currently scheduled for payment pursuant to the special assessment were properly authorized items of work falling within the scope of the contemplated repairs or within the scope of the Association to have done pursuant to its power and obligations to maintain association-maintained areas. Mr. Semaan's refusal to sign checks was unjustified, and as previously indicated, was pretextual and designed principally to obtain leverage over the Association and to improperly obtain funds from the Association. Mr. Semaan's arbitrary and capricious refusal to sign checks for the work performed and approved by the Association Construction Manager left the Association with no choice but to proceed as it did given the emergency nature of this situation and the potential for great financial harm. This Arbitrator is cognizant of the language contained in the 1992 Settlement Agreement relating to a requirement that checks be signed by a director from each building. However, as noted from the beginning, the 1992 Settlement Agreement is riddled with flaws, and one of those flaws is that it fails to provide protection for the Association if one building's directors unreasonably refuse to sign checks thereby creating an emergency. Further, this alleged requirement would hardly seem mandatory under the facts presented in that the Board of Directors had unanimously agreed upon the scope of the repair and restoration work, the amount of the special assessment, the selection of contractors, execution of binding

contracts, performance of those contracts, as well as the selection of an engineer to manage the construction and to decide the appropriateness of payment of special assessment funds. Given all of the foregoing, one would logically assume that checks "should" be signed and that such would be a routine ministerial function, mostly symbolic in nature, and not a tool of one building to advance improper motives. This is especially true in that the sentence immediately preceding the check signature provision provides that the repair itself will proceed under the Board's supervision with decisions being made by simple majority.

9. Clearly, the Association has the obligation to maintain the Association Maintained Areas as those areas are defined and delineated in the Declarations of Condominium. In fact, only the Association has this power. In common sense terms, Building "A"'s directors cannot encourage the Association to undertake a legal obligation and then subsequently prevent the Association's performance and thereby jeopardize every unit owners' financial interests. This Arbitrator specifically finds that each director in Buildings "B" and "C" who are named as Respondents in the Semaan Motion acted in good faith and in accordance with all of the fiduciary duties and legal obligations imposed by the 1992 Settlement Agreement, the Association By-Laws and all applicable court orders.

THE SEMAAN MOTION

10. This Arbitrator feels compelled at this point to review each and every claim for relief set forth in the Semaan Motion, make a specific ruling and, where appropriate, explanation thereof:

a. The Semaan Motion complains that construction began at the southern most boundary of the Association as opposed to the northern most boundary as referred to in the 1992 Settlement Agreement and the Semaan Motion further claims the need for a third engineering opinion. First of all, it is clear that the overriding consideration of the 1992 Settlement Agreement was to not only terminate the disputes but to determine the "scope of the work". The Board of Directors of the Association unanimously agreed upon the

scope of the work. This included the decision that construction would start (out of practical considerations) at the southern most boundary. Implicit in defining the scope of the work is that a third engineering opinion was not required.

b. In addition to the reasons set forth hereinabove, Building "A" is not entitled to reimbursement for the structural concrete repairs. While it is clear that the integrity of the Promenade Deck and underlying parking structures was an item of significance which clearly required attention, it was never an emergency of the magnitude portrayed by Building "A"'s directors. The greater weight of the evidence has shown that this work was performed by an unlicensed and unqualified painting contractor and the extent, location and value of the work allegedly performed cannot be verified. While this result may seem harsh, it was clear that the necessary repairs to the garage area would be handled under the special assessment which was pending formal approval at the time the work was done, and to hold otherwise would be to allow one building to circumvent the Association by contracting for work which is Association responsibility and to allow that building to substitute its judgment for that of the Association on matters uniquely within the province of the Association to decide.

c. The greater weight of the evidence establishes that the critical needs of Building "A" have not been ignored. Since the 1992 Settlement Agreement the needs of Building "A" were addressed by Mr. Rua as President of the Association and a director/resident in Building "A". At all times material AMINE SEMAAN and PETER STEWART were also on the Board of Directors of the Association and also Building "A" residents. The needs of Building "A" were fully explored by an Association Engineering Committee consisting of at least one resident of Building "A" and the Engineering Committee's findings were approved by the unanimous vote of the Board of Directors of the Association. It was clear from the inception of this project that the expense thereof could not be determined down to the last penny and that new issues were likely to arise as the

construction actually took place. In fact, as the project commenced, various additional issues arose such as restoration of the cabana areas and related wood areas. This Arbitrator is persuaded that the "re-classification" process was done fairly and equitably and that Building "A"'s portion of the project, when completed, will be of the same extent and quality as the repairs to Buildings "B" and "C". Additionally, it should be pointed out that Mr. Rua as President of the Association approved the allegedly improper expenditures as being reasonably connected with the restoration project.

d. The status and enforceability of the 1992 Settlement Agreement and the status of By-Law 4.9 are addressed hereinbelow.

e. A great deal of the testimony involved conflicting expert testimony as to appropriate construction and repair techniques. The greater weight of the evidence shows that the "managed approach" was sound not only from a business and economic standpoint, but provides adequate means for addressing the problem of leaks and spalling concrete. The sworn testimony also indicates that warranties, where appropriate, will be provided at the appropriate time. The greater weight of the evidence shows that the actual construction procedures (removal of the Chattahoochee and old membrane, with application of the new membrane, etc.) is being accomplished through the use of appropriate construction techniques and procedures.

f. The issue of responsibilities for attorney's fees is addressed hereinbelow.

11. Predicated upon the foregoing I find that the 1992 Settlement Agreement was not willingly, knowingly or deliberately violated by any Respondent herein. The Semaan Motion must be denied in its entirety and the Director/Respondents and the Association are the prevailing parties within the meaning of Florida Statute 718.303.

THE ASSOCIATION MOTION

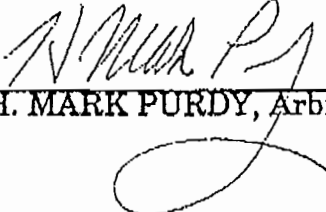
12. Although the conclusion is inescapable that there was no justification, in fact or law, for AMINE SEMAAN, PETER STEWART and the unit owners of Building "A" to fail to pay over to the Association the special assessment funds collected by Building "A". The failure to pay over the special assessment funds was the willful and knowing act of directors, AMINE SEMAAN and PETER STEWART and was in direct and knowing violation of the 1988 Settlement Agreement and Court Order. Accordingly, this Arbitrator finds AMINE SEMAAN and PETER STEWART to have been in contempt of Court. This Arbitrator specifically finds that the withholding of these funds eventually caused construction to come to a halt and that additional costs and expenses will accrue to the Association by virtue not only the delay and additional possible work, but expenses involved in re-starting the project. The Association is the prevailing party pursuant to Florida Statute 718.303 and is entitled to recover reasonable attorney's fees and costs.

"PHASE IV"

13. One can not help but wonder what "Phase IV" will bring to the unit owners of the SEA RANCH CLUB CONDOMINIUM. Having found that there has been no willful or deliberate violation of By-Law Section 4.9, the exact current legal status of 4.9 is outside the scope of this Arbitration and its status remains unclear. In March 1987 Section 4.9 was amended but some question was raised as to the validity thereof and the Agreed Final Judgment of January 21, 1988 cast a further cloud over this issue. At the conclusion of Phase II, a more restrictive version of Section 4.9 was included in a Settlement Agreement which was subsequently incorporated by the Court, but the issue still remains as to whether or not that particular Settlement Agreement was binding on subsequent directors and whether unit owner approval was required to validate that portion of the Settlement Agreement. In order to avoid future litigation the current Board is encouraged to clarify the status of this By-Law through the appropriate and established procedures for amending by-laws. This Arbitrator is also cognizant of the fact that substantial legal expenses have been incurred herein and that a special assessment has been levied for the collection of the

Association's legal expenses and costs. This, of course, is aside from the right of the Respondents herein to recover fees and costs. The parties have stipulated to determination of the amount thereof through these arbitration proceedings, but all interested parties are strongly encouraged to resolve this issue. Further, this ruling has not specifically addressed the issue of further sanctions based upon damages to the Association as set forth in Paragraph 12 hereinabove as such could not be determined at the conclusion of presentation of evidence. This Arbitrator also notes that counsel for the Association has asked for additional sanctions in the form of interest on the withheld special assessment funds. Hopefully all of the foregoing can be resolved by the current Board, but failing such agreement, appropriate supplemental orders will be entered.

DONE and ORDERED at Fort Lauderdale, Broward County, Florida, this 28th day of April, 1995.


H. MARK PURDY, Arbitrator

Copies furnished:

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John R. Keller, Esq.
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Prepared By and Return to:

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SEA RANCH CLUB CONDOMINIUM "A" was recorded March 23, 1976 in O.R. Book 6528, page 726 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "B" was recorded November 20, 1979 in O.R. Book 8571, page 171 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "C" was recorded April 3, 1981 in O.R. Book 9506, page 252 of the Public Records of Broward County, Florida.

AMENDMENTS TO BY-LAWS OF
SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, having its principle place of business at 5000 North Ocean Boulevard, Fort Lauderdale, Florida, being the Association authorized to operate and administer SEA RANCH CLUB CONDOMINIUM "A", SEA RANCH CLUB CONDOMINIUM "B" and SEA RANCH CLUB CONDOMINIUM "C", condominium regimes in Fort Lauderdale, Florida hereby declares that the By-Laws of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC., are hereby amended as provided for in the By-Laws of the SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. The Amendments thereto are to the following Articles as changed to-wit:

(Coding: Words in type which have been underlined are additions; words with lines through them indicate deletions.)

SECTION 4.13 of the By-Laws shall be amended to read as follows:

"4.13 (a) The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3)

Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board. A perpetual Executive Committee is hereby appointed for each of the three classes of Sea Ranch Club Condominiums. The Directors of each class will be the members of their respective committee. ~~Each committee shall have the full responsibility of its Condominium operations and full control over all matters and expenditures relating to its respective Condominium, except rejection of a buyer or lessee which requires the action of the Board of Directors, oversee the daily operations of its respective Condominium with powers to approve expenditures as set forth in the guidelines of approval levels of Sea Ranch Club Condominium Association, Inc., that the Board adopted on January 23, 1991, and which the Board may revise from time to time.~~"

"(b) A perpetual Executive Committee, The Association-Areas Executive Committee, is hereby established. The members of that committee will be one Director representing each of the three classes, "A", "B" and "C", of the Association. One member of the Association-Areas Executive Committee will be designated by the Executive Committee of each of the three classes. Whenever a member of the Association-Areas Executive Committee cannot be present at a meeting of that Committee or to review documents for approval, that member's place MUST be taken by another Member of the Executive Committee of his or her building. Authority is hereby delegated to the Association-Areas Executive Committee to approve financial commitments in such amounts and under such conditions as may from time to time be determined by the Board of Directors; to accept work performed by contractors; and to approve payment vouchers and sign checks in all amounts, including those in amounts above the Committee's own contractual authority when commitments have previously been approved by the full Board. All such contracts, purchase orders, payment orders and checks will remain invalid until they have been signed by one representative from each of the three classes, "A", "B" and "C", or until they have been approved by a majority vote of the full Board of Directors, in which cases such documents and checks may be signed by any three Directors of the Association. The Association-Areas Executive Committee is further hereby delegated oversight authority over the Manager(s) who supervise(s) the day-to-day work of Association employees (as distinguished from individual-building employees); over contractors responsible for maintaining and/or operating the common Association areas; and over persons, including Directors, who have undertaken supervisory and/or oversight responsibilities in those areas. The Association-Areas Executive Committee will make recommendations to the Board of Directors for action on all matters concerning the Association Areas which require action by the full Board including, but not limited to, financial commitments in excess of the Executive Committee's own contractual authority."

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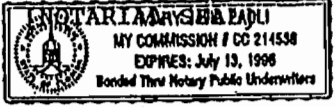
SECTION 12.1 of the By-Laws shall be amended to read as follows:

"12.1 Any notice to the Association of a proposed sale, gift, transfer, devise or lease of an Owner's apartment unit as may be required by the Declarations of Condominium of Sea Ranch Club Condominiums "A", "B" or "C", which Declarations require the approval by the Association of said sale, gift, transfer, devise or lease, shall be accompanied by a non-refundable transfer fee in the

STATE OF FLORIDA
COUNTY OF BROWARD

SS: *L. L. Linder*

The foregoing instrument was acknowledged before me this 30th day of March, 1996 by Doreen Shuck as Secretary of Sea Ranch Club Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she personally appeared before me, is personally known to me or produced _____ as identification.



Notary: *[Signature]*
Print Name: Charles James Phil
Notary Public, State of Florida
My commission expires: 7-13-96

BR 24713PG0528

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OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.
A Corporation Not-For-Profit

AMENDED APPROVAL LEVELS FOR SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. *

<u>Requisitions and/or Purchase Orders⁽¹⁾</u>	<u>Condominium A, B & C</u>	<u>Association Areas & Affairs</u>
Up to \$400.00	Building Manager	Association Areas Manager
\$400.01 to \$1,800, including capital items	One Director	Association Areas Executive Committee ⁽²⁾
\$1,800.01 to \$6,000, including capital items and contractual commitments, but <i>excluding</i> legal and managerial expenses, including consulting	3 bids ⁽³⁾ ; 2 Building Directors	3 bids ⁽³⁾ ; Association Areas Executive Committee ⁽²⁾
Legal ⁽⁴⁾ and managerial expenditures and contracts (including consultants) between \$1,800.01 and \$6,000	Association Areas Executive Committee ⁽²⁾ approval	Association Areas Executive Committee ⁽²⁾
Between \$6,000.01 and \$50,000, including capital items and contractual commitments, but <i>excluding</i> legal, managerial and consulting	3 bids ⁽³⁾ ; 2 Building Directors	3 bids ⁽³⁾ ; Association Board of Directors
Legal and managerial expenditures and Contracts (including consultants) between \$6,000.01 and \$50,000	Association Board of Directors approval	Association Board of Directors
Over \$50,000 for maintenance, replacements and repairs, in accordance with Section XVI. B. (1) of the Declaration of Condominium	3 bids ⁽³⁾ ; Letter to Building Owners; Bldg. Executive Committee Meeting; Association Board of Directors approval	3 bids ⁽³⁾ ; Letter to Association Owners; Association Board of Directors
Over \$50,000 for structural changes and structural improvements, in accordance with Section XVI. B. (2) of the Declaration	3 bids ⁽³⁾ ; 2/3 vote of Building Owners; Association Board of Directors approval	3 bids ⁽³⁾ ; 2/3 vote of Association Owners; Association Board of Directors

- 1) Requisitions and Purchase Orders must be priced *before* approval, and Purchase Orders issued *before* commitment of funds or start of work. (In case of *true emergencies only*, work may be started before purchase-order has been issued.)
- 2) Association Areas Executive Committee established under Section 4.13 (b) of the By-Laws of the Association. (If one Member is absent, another Director *from the same Building* must approve in his or her place.) Any Member of the Association Areas Executive Committee may request that approval of any item be referred to the full Board of Directors.
- 3) Requirement for 3 bids may be waived only by a formal majority decision of the responsible Directors (Exec. Committee or Board).
- 4) Building Executive Committees are creatures and agents of the Board of Directors. Accordingly, those Building Committees are not authorized to take any legal action adverse to action taken or positions adopted by the Board of Directors, or to incur any attorneys fees in support of any position adverse to one taken by the Board, nor to obtain a legal opinion on a matter on which the Board has already received, or has requested, the opinion of Counsel for the Association.

* REVISED 7/11/97

**CERTIFICATE OF CONTENT OF BYLAWS OF
SEA RANCH CLUB CONDOMINIUMS ASSOCIATION, INC.**

THIS CERTIFICATION OF CONTENT OF BYLAWS OF SEA RANCH CLUB CONDOMINIUMS ASSOCIATION, INC., is made this 22 day of April, 1996 by the President and Secretary of SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Association is the condominium association (as such term is defined in the Florida Condominium Act) for Sea Ranch Club Condominiums A, B and C, established pursuant to their Declarations of Condominium as recorded in the Official Records (collectively "Declarations") as follows:

SEA RANCH CLUB CONDOMINIUM "A" recorded in O.R. Book 6528, Page 726 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "B" recorded in O.R. Book 8571, Page 171 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "C" recorded in O.R. Book 9506, Page 252 of the Public Records of Broward County, Florida.

WHEREAS, on March 27, 1987 a certain amendment to, Section 4.9 of the Bylaws Official Records Book 14292 Page 59 and 60 of the Public Records of Broward County, Florida ("4.9 Amendment"); and

WHEREAS, an Agreed Final Judgement was entered in the case of Gabrielle et al v. Heller, et al, case number 86-31907 CS in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida and recorded January 22, 1988 at O.R. Book 15147, Page 863 of the Public Records of Broward County, Florida ("Judgment");

WHEREAS, the Association is bound by the Judgment and pursuant to the Judgment the 4.9 Amendment was declared invalid by the Court; and

WHEREAS, the continued existence of the 4.9 Amendment in the Public Record has caused confusion notwithstanding the recordation of the Judgment;

NOW THEREFORE, to eliminate confusion and clarify the content of the Association's Bylaws the President and Secretary of the Association do hereby certify as follows:

1. The recitations set forth above are true and correct.
2. The content of Section 4.9 of the Bylaws of the Association as of the day and year of this certificate is as follows:

A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any time meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. at any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board.

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3. The following language as has been declared invalid by the Judgment and therefore forms no part whatsoever of the Bylaws of the Association:

Notwithstanding anything herein to the contrary, as to matters or expenditures pertaining to all three condominiums, no act shall be considered to constitute an official act of Sea Ranch Club Condominium Association Board of Directors, unless a majority of the directors of each class from each building or a majority of the voting members of each condominium, or a majority of 2/3rds or more of voting members from each class whenever such is required, vote in favor of such action at a meeting in which a valid quorum is presently as authorized by the By-Laws."

This certification is filed by the Association for the purpose of clarifying the Public Records and to reflect the correct language of Section 4.9.

IN WITNESS WHEREOF, the undersigned has caused its hand and seal to be set hereon, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lisa Vattilana
Printed Name: Lisa Vattilana

[Signature]
Printed Name: Art Fowler

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
FERNANDO CARBAJAL, PRESIDENT

ATTEST: [Signature]
Don Strack SECRETARY
[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of April, 1996, by Fernando Carbajal, and Don Strack, respectively as President and Secretary of Sea Ranch Club Condominium, Association, Inc., a Florida not for profit corporation, [] persons known to me or [] who produced their drivers licenses as identification and they acknowledged executing this instrument freely and voluntarily under the authority duly vested in them by said Corporation and that the seal affixed thereto is the true and correct seal of the corporation, and they [] did [] did not take an oath.

My Commission Expires:

NOTARY PUBLIC
Printed Name: [Signature]
MARY JANE PAOLI
MY COMMISSION # 06 214938
EXPIRES: July 18, 1998
Bonded Thru Notary Public Underwriters

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OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 24822PG0371

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATION OF AMENDMENT TO THE BYLAWS OF SEA RANCH CLUB CONDOMINIUM ASSOCIATION, INC. ("ASSOCIATION"), is made this 10th day of November, 1997 by the President and Secretary of the Association.

WITNESSETH:

WHEREAS, the Association is the condominium association (as such term is defined in the Florida Condominium Act) for Sea Ranch Club Condominiums A, B and C, established pursuant to their Declarations of Condominium as recorded in the Official Records (collectively "Declarations") as follows:

SEA RANCH CLUB CONDOMINIUM "A" recorded in O.R. Book 6528, Page 726 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "B" recorded in O.R. Book 8571, Page 171 of the Public Records of Broward County, Florida.

SEA RANCH CLUB CONDOMINIUM "C" recorded in O.R. Book 9506, Page 252 of the Public Records of Broward County, Florida.

WHEREAS, Section 10 of the Association's Bylaws provides that the Bylaws may be amended by the affirmative vote of not less than a majority of the members present at any regular or special meeting of the Association membership.

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

1. A special meeting of the members was duly noticed and held on the 1st day of August, 1997, in accordance with the Declaration, Articles and the Bylaws of the Association for the purpose of amending the Bylaws of the Association.
2. That at said special meeting, a majority of the members present affirmatively voted to adopt the Amendment to the Bylaws, a true and correct copy of said amendment being attached hereto as Exhibit "A" and incorporated herein by this reference ("Amendment").
3. In addition a majority of the Board on April 18, 1997 at a duly called and noticed meeting of the Board, affirmatively voted to approve the Amendment to the Bylaws.
4. The adoption of the Amendment appears in the minutes of the Association and is unrevoked.

IN WITNESS WHEREOF, the undersigned has caused its hand and seal to be set hereon, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Harold F. Hines
Printed Name: HAROLD F. HINES

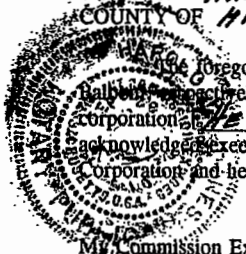
Andrea G. Martin
Printed Name: ANDREA G. MARTIN

SEA RANCH CLUB CONDOMINIUM
ASSOCIATION, INC.

By: Joseph Balboni
JOSEPH BALBONI, PRESIDENT

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 5th day of November, 1997, by Joseph Balboni, as President of Sea Ranch Club Condominium, Association, Inc., a Florida not for profit corporation, [] personally known to me or [] who produced his drivers license as identification and he acknowledged executing this instrument freely and voluntarily under the authority duly vested in him by said Corporation and he [X] did [] did not take an oath.



My Commission Expires:
SEPTEMBER 29, 2001

Harold F. Hines
NOTARY PUBLIC
Printed Name: HAROLD F. HINES

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(4)

Witnesses:

Kathleen J. Grasing
Printed Name: Kathleen J. Grasing

Printed Name: _____

Attest: Irwin Fastow
IRWIN FASTOW, Secretary

[Corporate Seal]

STATE OF New York
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 10th day of November, 1997, by Irwin Fastow, respectively as Secretary of Sea Ranch Club Condominium, Association, Inc., a Florida not for profit corporation, [] persons known to me or [] who produced his drivers license as identification and they acknowledged executing this instrument freely and voluntarily under the authority duly vested in him by said Corporation and that the seal affixed thereto is the true and correct seal of the corporation, and he [] did [] did not take an oath.

My Commission Expires: 8-17-98

Colleen Doherty
NOTARY PUBLIC
Printed Name: Colleen Doherty



BK27293PG0482

PROPOSED AMENDMENTS TO SECTION 4.2 OF THE BY-LAWS OF THE ASSOCIATION

As Approved Unanimously by the Board of Directors at a Special Meeting on April 18, 1997
(Coding: Words in type that is underlined are additions to the existing text of the By-Laws.)

Section 4. Board of Directors; Directors' Meetings

- 4.1 The form of administration of the Association shall be by a board of directors. The "First Board", as defined in Article IX of the Articles shall consist of three (3) Directors and at no time shall there be less than three (3) Directors on the Board.**

[PROPOSED AMENDMENT NO. 1]

[Section 4.2 of the By-Laws of the Sea Ranch Club Condominium Association, Inc. shall be amended as follows:]

"4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles of Incorporation, and with the following conditions of eligibility for membership on the Board of Directors, which are intended to clarify and complement the provisions of the Articles:"

"(a) Eligibility for membership on the Board of Directors shall be limited to Members of the Association, i.e. to Owners (including joint owners and, in the case of Apartments held in trust, fiduciary or beneficial owners specified in the respective deeds of trust) of fee title to an Apartment in a Sea Ranch Club Condominium, the spouses of Owners, and, in the case of Apartments owned by corporations or other legal entities, persons who can show evidence of ownership of not less than fifty percent (50%) of the common stock, or of a comparable financial interest, in such a legal entity (and who therefore have a substantial direct personal interest in the financial operations of the Association) or the spouses of such persons.

[PROPOSED AMENDMENT NO. 2]

[Section 4.2 of the By-Laws of the Sea Ranch Club Condominium Association, Inc. shall be further amended by the insertion, following subparagraph (a)¹, of the following new subparagraph:]

"(b) Only Members (Apartment Owners) of a given Class, "A", "B", or "C", (as "Class" is defined in ARTICLE IV, Paragraph 5 of the Articles of Incorporation), shall be eligible to be elected by the members of that class, or to be appointed or elected by the Directors of that Class, or by the Board of Directors, to fill a vacancy occurring in a position previously filled by a member of that Class."

¹ In the event the amendment(s) creating subparagraphs (a) and/or (b) are not approved by the Board or by the Membership, the remaining subparagraphs (b) and/or (c) will be re-designated as appropriate.

[PROPOSED AMENDMENT NO. 3]

[Section 4.2 of the By-Laws of the Sea Ranch Club Condominium Association, Inc. shall be further amended by the insertion, following subparagraph (b)², of the following new subparagraph:]

"(c) In order to avoid conflict of interest, no Manager or other employee of the Association, or of any of the three Condominiums, "A", "B", or "C", shall be eligible to be elected or appointed as a Director; nor may any Director of the Association be appointed as a Manager, or other employee of the Association, or of any of the three Condominiums, "A", "B", or "C", other than on a temporary, unpaid basis during a vacancy, pending hiring of a professional, paid manager or other employee."

4.3 Vacancies in the Board shall be filled by persons elected by remaining Directors of the class affected, A, B, or C. In the event the remaining directors of the class cannot agree upon an appointment, the Board of Directors shall elect a person from the affected class to fill the vacancy. Persons elected by other Board Members shall serve only until the next Annual Meeting at which time the members of the affected class shall elect a new Director to fill the unexpired portion of the term created by the vacancy. Any such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at an Annual Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the Annual Members' Meeting, at which time his specific term expires as provided above and in the Articles IX H, I and J, and/or until his successor is duly elected and qualified, or is removed in the manner elsewhere provided herein.

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COUNTY ADMINISTRATOR

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² In the event the amendment(s) creating subparagraphs (a) and/or (b) are not approved by the Board or by the Membership, the remaining subparagraphs (b) and/or (c) will be re-designated as appropriate.

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**Certificate of Amendment to the
Articles of Incorporation and By-Laws of
Sea Ranch Club Condominium Association, Inc.**

WE HEREBY CERTIFY THAT the attached amendment to the Articles of Incorporation and By-Laws for the Sea Ranch Club Condominium Association, Inc., established pursuant to the Declarations of Condominium for Sea Ranch Club Condominiums A, B, and C, as recorded in the Official Records as follows:

Sea Ranch Club Condominium "A", Book 6528, Page 726
Sea Ranch Club Condominium "B", Book 8571, Page 171
Sea Ranch Club Condominium "C", Book 9506, Page 252

all of the Public Records of Broward County, Florida, was/were duly adopted in accordance with the Declarations of Condominium for Sea Ranch Club Condominiums A, B, and C as above described .

IN WITNESS WHEREOF, we have affixed our hands this ___ day of _____, 2009, at Fort Lauderdale (City), Broward County, Florida.

By: Nancy Kellermeyer

Print: NANCY KELLERMEYER

Attest: Mary Gady

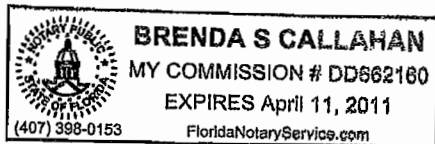
Print: MARY GADRY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of Feb., 2009, by Nancy Kellermeyer as President and Mary Gady as Secretary of Sea Ranch Club Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Brenda S. Callahan



AMENDMENT TO
THE ARTICLES OF INCORPORATION AND BY-LAWS OF SEA RANCH CLUB
CONDOMINIUM ASSOCIATION, INC.

1. Amendment to Article IX of the Articles of Incorporation, as follows:

Article IX - Board of Directors

H. At the first Annual Meeting of the Members held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors of each class shall be elected by the Members of the Association of such class. The person receiving the greatest number of votes shall be elected for a term of three (3) years, the second greatest number of votes for a term of two (2) years, and the third highest for a term of one (1) year.

~~I. At each Annual Meeting thereafter one person of each class shall be elected a Director for a term of three (3) years to succeed a Director whose term expires:~~

~~J. Should a vacancy have occurred during the year, which was filled by a person elected by the Board, as provided by the By-Laws, then at the next Annual Meeting the Members shall elect a Director for the balance of the term remaining of the Director which caused the vacancy.~~

2. Amendment to Article 4, Section 4.4 of the By-Laws, as follows:

Section 4. Board of Directors; Directors' Meeting.

~~4.4. The term of each Director's service shall extend until the Annual Members' Meeting, at which time his specific term expires as provided above and in the Articles IX, H, I, and J, and/or until his successor is duly elected and qualified, or is removed in the manner elsewhere provided herein:~~

At the next Annual Meeting following the effective date of this amendment, all of the Directors' seats for each of the three (3) classes of Members (i.e., Class "A", Class "B" and Class "C") shall be open for election. The two (2) Directors receiving the highest number of votes from the class affected shall be elected for a term of two (2) years. The next successfully elected Director from each class shall be elected for a term of one (1) year. At each Annual Meeting thereafter, every Director shall be elected from his or her affected class to serve for a term of two (2) years.
