

THE HEMISPHERES

AMENDMENTS

BOOK 4165

70- 35270

CONDOMINIUM DECLARATION
establishing
THE HEMISPHERES
a condominium

The Hemispheres Development Corporation, a Florida corporation,
makes the following declarations:

ARTICLE I

PURPOSE OF DECLARATION; SUBMISSION TO
CONDOMINIUM OWNERSHIP; NAME

The purpose of this Declaration is to submit the land hereinafter described, and the improvements thereon and to be constructed thereon, to the condominium form of ownership and use pursuant to Chapter 711 of the Florida Statutes (hereinafter called the "Condominium Act"). Except where permissive variances therefrom appear in this Declaration, or in the Bylaws or the Charter (as those terms are hereinafter defined), or in lawful amendments to such instruments, the provisions of the Condominium Act, including the definitions therein contained, are adopted herein and made a part hereof. The Condominium Act, this Declaration, the Bylaws and the Charter, as they may be lawfully amended from time to time, shall govern the Condominium (as hereinafter defined) and the rights and duties of the Owners therein.

The Developer by this Declaration submits the Condominium to condominium ownership as recognized under the provisions of the Condominium Act and hereby declares the same to be a condominium to be known and identified as The Hemispheres, a Condominium.

ARTICLE II

DEFINITIONS OF TERMS

2.01. Association. The Hemispheres Condominium Association, Inc., a Florida corporation not for profit, and its successors and assigns.

2.02. Apartment Building. Each of the four apartment buildings designated upon the Survey as Ocean North, Ocean South, Bay North and Bay South.

2.03. Bylaws. The Bylaws of the Association, as they may be from time to time amended. The initial Bylaws, to be adopted by the Association, which shall be effective until amended in the manner therein provided, are annexed hereto as Exhibit E.

2.04. Charter. Articles of Incorporation of the Association, a copy of which is annexed hereto as Exhibit D, as they may be from time to time amended.

2.05. Club Facilities. The land and the improvements thereon and to be constructed thereon which are the subject matter and are more particularly described in the Club Lease.

This instrument was prepared by:
HOWARD R. SCHARLIN
675 WEST 43RD STREET
MIAMI, FLORIDA 33112

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2.06. Club Lease. The lease attached hereto as Exhibit G.

2.07. Common Elements. All of the Condominium other than the Units.

2.08. Common Expenses. All expenses for the maintenance, operation, repair or replacement of the Common Elements and of those portions of Units which, under the terms of Article 8.011, are to be maintained or replaced by the Association; expenses of administration, operation and management of the Condominium and of the Club Facilities, including expenses under the Management Agreement described in Article VII and expenses of furnishing utility services such as hot and cold water, electric power (other than that for which the Owners are directly responsible), sewage disposal and trash removal; expenses of the Association as lessee under the Club Lease, including expenses incurred in operating and maintaining the Club Facilities; expenses declared to be Common Expenses by the Declaration, the Bylaws or the Club Lease; and any valid charge against or expense of the Condominium as a whole.

2.09. Common Surplus. The excess amount of all receipts of the Association, including but not limited to assessments, rent, profits and revenues on account of Common Elements, over and above the Common Expenses.

2.10. Condominium.

2.101. The Land; and

2.102. The Apartment Buildings, and all other structures and improvements on the Land and to be constructed thereon, substantially in conformance with plans and specifications therefor, prepared by Robert Canney West, architect, A.I.A., of South Miami, Florida, under order number 67100, copies of which plans are on file with the said architect, with the Developer, and with the Building Department of the City of Hallandale, Florida; and

2.103. All tangible personal property which shall be furnished by the Developer in accordance with the aforesaid plans and specifications or otherwise furnished and installed by the Developer in or upon the Land or the improvements thereon; and

2.104. All tangible personal property acquired by the Association; and

2.105. All improvements and additions to, and replacements of, the real and personal property described above made or acquired in accordance with this Declaration.

A fuller description of the Condominium is contained in Article III hereof.

2.11. Developer. The Hemispheres Development Corporation, a Florida corporation.

2.12. Land. The real property described in Exhibit A annexed hereto.

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2.13. Owner. An owner of a Unit.

2.14. Survey. A survey of the Land and a graphic description and plot plan of the Apartment Buildings and other structures and improvements now constructed on the Land showing the Units and Common Elements and their respective locations and approximate dimensions, copy of which is annexed hereto as Exhibit B.

2.15. Unit. A unit as defined in the Condominium Act of the State of Florida, referring herein to each of the separate and identified 1295 apartments and each of the commercial units delineated in the Survey, and, when the context permits, the condominium parcel comprised of such Unit and the share of the Common Elements appurtenant thereto, which share is set forth in the schedule annexed hereto as Exhibit C, and the right to utilize automobile parking space as more specifically described in Article 3.01. The physical boundaries of each Unit are more particularly described in Article III hereof.

2.16. Utility Services. Electric power, hot and cold water, telephone, garbage, trash and sewage disposal, master television antenna, gas, air conditioning, heating, closed circuit security television in certain public spaces, and all similar services which may from time to time be furnished in and to the Condominium.

ARTICLE III

GENERAL DESCRIPTION; BOUNDARIES OF UNIT; AMENDMENT OF PLANS

3.01. General description. The Condominium includes four Apartment Buildings and other structures, improvements and facilities described in the Survey and in the plans and specifications heretofore referred to. The Association shall designate that portion of the Common Elements to be used for automobile parking and within such area shall assign to each Unit either (a) the exclusive right to utilize a designated parking space, or (b) the right, in common with other Units, to utilize a group of designated parking spaces. Such assignments shall be temporary and subject to revision by the Association at any time or times it shall deem appropriate.

3.02. Unit boundaries. Each Unit shall consist of that part of the Apartment Building containing such Unit, which lies within the boundaries of the Unit, which boundaries are as follows:

3.021. Upper and lower boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

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3.0211. Upper boundaries - the plane of the lowest surfaces of the unfinished ceiling slab and the plane of the lowest surfaces of the unfinished balcony ceiling slab.

3.0212. Lower boundaries - the plane of the lowest surfaces of the unfinished floor slab and the plane of the lowest surfaces of the unfinished balcony floor slab.

3.022. Perimetrical boundaries. The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

3.0221. Exterior building walls - the intersecting vertical plane(s) of the outermost unfinished surfaces of the exterior walls of the Apartment Building bounding such Unit, and when there is attached to the Apartment Building a balcony, patio or terrace serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes which include all of such structures.

3.0222. Interior Apartment Building walls - the vertical planes of the center line of walls bounding such Unit extended to intersections with other perimetrical boundaries.

3.023. Items excluded from Unit. A Unit shall not be deemed to include (a) any pipes, ducts, wires, conduits or other facilities for the furnishing of Utility Services which may be contained within its boundaries but which are utilized to furnish Utility Services to Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained, or (b) columns, walls or partitions contributing to support of an Apartment Building. Such excluded items shall be deemed to be Common Elements.

3.03. Amendment of floor plans.

3.031. Alteration of Unit plans. The interior floor plan of a Unit may be changed by its Owner, and the boundaries between Units may be changed by the Owners of the Units affected. No change in the boundaries shall encroach upon the Common Elements nor be effected except in accordance with plans prepared by a licensed architect and filed with the Association. All changes must be made in accordance with the provisions of this Declaration concerning alteration of Units. No Owner other than the Developer may subdivide a Unit into more than one Unit.

3.032. Amendment of Declaration. A change in the boundaries between Units by the Owner or subdivision of a Unit by the Developer shall be set forth in an amendment of this Declaration. Plans of the Units concerned showing the Units after the change in boundaries and prepared by an architect licensed to practice in this State shall be attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Condominium Act. The Amendment shall apportion between the Units concerned the shares in the Common Elements appurtenant to such Units, the apportionment to be in accordance with the totals of the floor areas of the Units before and after the change in boundaries. Such an amendment shall be signed and acknowledged by the Owners of the Units concerned; and if Developer is not such an Owner, the amendment shall be also approved by the board of directors of the Association and signed and acknowledged by duly

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authorized officers of the Association. Such an amendment shall also be signed and acknowledged by all lienors and mortgagees of the Units concerned; but it need not be approved or signed by the other Owners. Irrespective of the foregoing provisions, the Developer may partition and subdivide, for rental or other purposes, any Units designated in the Survey as commercial units owned by Developer, its successors and assigns, and shall not be required to set forth same in an amendment of the Declaration.

ARTICLE IV

SHARE OF COMMON EXPENSES AND COMMON SURPLUS

Each Owner shall be liable for that proportion of Common Expenses and shall own that proportion of Common Surplus as shall equal the proportionate ownership in the Common Elements appurtenant to his Unit as set forth in Exhibit C.

ARTICLE V

EASEMENTS

5.01. Perpetual non-exclusive easement in Common Elements. The Common Elements are hereby declared to be subject to perpetual non-exclusive easements (a) in favor of all Owners for their use and the use of their and their lessee's immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, (b) in favor of the parties to the Club Lease and their respective successors, invitees, licensees, designees and assigns, for ingress to and egress from the Club Facilities and for the furnishing of Utility Services and other services and facilities, including reasonably adequate parking, as may from time to time be reasonably required for the maintenance, operation, use and benefit of the Club Facilities, and (c) in favor of all Owners and occupants of Units operated as a hotel pursuant to Article 9.03 hereof, and of the manager of such hotel operation, and their employees, invitees and licensees, for all proper and normal purposes for such hotel operation and for the furnishing of services and facilities reasonably required for such hotel operation, including, but not limited to, use of lobby and corridors, reception desk accommodations, telephone switchboard facilities, linen storage, employee dressing and locker facilities and equipment storage space.

5.02. Easements for encroachments. An easement is here granted for encroachments which now exist or hereafter occur caused by settlement or movement of any of the Apartment Buildings or by inaccuracies in construction or reconstruction after casualty or condemnation whereby one Unit encroaches upon another Unit or upon any portion of the Common Elements, or whereby any portion of the Common Elements encroaches upon any Unit; a further easement is here granted for the maintenance of such encroachments so long as they may exist.

ARTICLE VI

ADMINISTRATION OF THE CONDOMINIUM

To provide for the administration of the Condominium by the Owners, the Association shall be organized. The Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration, the Charter and the Bylaws. Each Owner shall be a member of the Association by virtue of his ownership of a Unit and shall be divested of

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such membership with respect to any Unit upon termination of his ownership interest in that Unit. Each Owner shall be bound by the Charter, the Bylaws and the provisions of this Declaration. In the administration and management of the Condominium, the Association may delegate part or all of its duties to a managing agent. (Evidence of the exercise of this right is set forth in Article VII below).

ARTICLE VII

MANAGEMENT AGREEMENT

The Association shall enter into a management agreement with Indevco Management Corporation N.V., a Netherlands Antilles corporation, as managing agent, copy of which agreement is annexed hereto as Exhibit F. Each Owner, his heirs, successors and assigns shall be bound by the said management agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including but not limited to: adopting, ratifying and confirming the execution thereof by the Association, covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder; and agreeing that the individuals who are directors or officers of the Association when it enters into such management agreement are not in breach of any of their duties or obligations to the Association or to its present or future members. It is specifically recognized that, at the time said management agreement is negotiated and executed, the Developer and said managing agent are and may continue to be under common ownership or control, and one or more of the directors and officers of the Developer may be and may continue to be officers and directors of the Association and of said managing agent under said agreement, and that such circumstances shall not and cannot be construed or considered as a breach of any duties and obligations to the Association or its members nor as grounds to invalidate the management agreement in whole or in part.

ARTICLE VIII

MAINTENANCE, ALTERATION AND REPAIR OF CONDOMINIUM

8.01. Maintenance and repair of Units.

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

8.0111. All boundary walls and slabs of a Unit except interior surfaces, and all portions of a Unit contributing to the support of the Apartment Building, which portions to be maintained shall include but not be limited to the outside walls of the Apartment Building, boundary walls of Units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

-- 8.0112. Balconies, including railings thereon, except the painting of floors and the inside of parapets;

8.0113. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services which are contained in those portions of a Unit required hereunder to be maintained by the Association;

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8.0114. All incidental damage caused to a Unit by such work.

8.0115. Provided, however, that the Association shall have authority to require Owners to maintain, repair and replace windows and glass doors except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

8.012. By the Owner. The responsibility of the Owner shall be as follows:

8.0121. To maintain, repair and replace at his expense, and without disturbing the rights of other Owners, all portions of his Unit except the portions hereinabove required to be maintained repaired and replaced by the Association.

8.0122. The portions of a Unit to be maintained, repaired and replaced by the Owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, waste disposal, refrigerator, oven and range, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other interior wall finishes.

8.0123. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of an Apartment Building, except for installation of such hurricane shutters as shall be approved by the Association and such other installations as shall have received prior written approval of the Association.

8.0124. Except with the consent of the Association, to keep substantially all floors in his Unit, except bathrooms, kitchens and balconies, covered with wall-to-wall carpeting, or with such other covering as will similarly reduce transmission of sound.

8.0125. Promptly to notify the Association of any defect or need for repairs for which the Association is responsible.

8.02. Alteration and Improvement of Units. Except as elsewhere provided, neither an Owner nor the Association shall make any alterations in the portions of a Unit which are required hereunder to be maintained by the Association, or remove any portion of same, or make any additions to them, or do anything that would jeopardize the safety or soundness of an Apartment Building, or impair any easement, without first obtaining approval in writing of Owners of all Units in the Apartment Building in which such work is to be done and the approval of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

8.03. Maintenance, alteration and improvement of Common Elements.

8.031. By the Association. The maintenance, alteration, improvement and operation of the Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense.

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8.032. Alteration and Improvement. Whenever in the judgment of the board of directors of the Association the Common Elements shall require additions, alterations or improvements costing in excess of \$50,000, and the making of such additions, alterations and improvements shall have been approved by the record Owners of not less than 75% of the Common Elements, the Association shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. No such addition, alteration or improvement, however, shall interfere with the substantial rights of any Owner without his consent. Moreover, the cost of any such addition, alteration or improvement in excess of \$50,000 shall not be assessed as a Common Expense against a mortgagee described in Article 11.02 hereof, which shall have acquired a Unit at the time of such assessment as a result of owning a mortgage, unless such mortgagee shall have approved such expenditure. Any additions, alterations or improvements of the Common Elements costing \$50,000 or less may be made by the Association without approval of the Owners and the cost thereof shall constitute part of the Common Expenses and shall be assessed against all Owners, including the aforesaid mortgagees, if any, who may then be Owners.

8.04. Right to enter and repair in emergencies. In case of any emergency originating in or threatening any Unit regardless of whether the Owner thereof is present at the time of such emergency, the Association or any person authorized by it shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of such emergency, each Owner, if required by the Association, shall deposit under the control of the Association a key to his Unit. If the repair thus made was one for which an Owner was responsible, the cost thereof shall be assessed against such Owner.

ARTICLE IX

USE RESTRICTIONS

9.01. Commercial Units. Each Unit described in the Survey as a Commercial Unit may be used for or in connection with any commercial enterprise, including office use.

9.02. Ground Floor and Mezzanine Units. Any Unit located on the ground floor or mezzanine floor of an Apartment building may be used either for residential purposes or as a medical, dental, professional or general business office.

9.03. Hotel Units. Subject to the approval of the Association, the Owners of any number of Units may pool their Units for mutual operation thereof as a hotel within the Condominium. Approximately 90 Units and related service areas in the Bay North Apartment Building have been set aside for operation as a hotel. At any time hereafter (a) the Owners of such Units and areas may withdraw some or all of them from hotel operation and/or (b) the Owners of other Units may, with the consent of the person managing such hotel operation, add such other Units to such hotel operation.

9.04. Residential Units. Except with the prior written consent of the Association, all Units other than the commercial units described in Article 9.01 and the mezzanine units described in Article 9.02, and those Units which may from time to time comprise the hotel operation described in Article 9.03, shall be used for residential purposes only. The term "residential purposes" as used in this Declaration shall be deemed to include, by way of illustration and not limitation, the leasing of units by Owners to tenants for the production of income, whether such leases are made individually and directly or by means of a large scale common leasing program through a common entity or under the supervision and control of a managing agent, or otherwise. Initially it is contemplated that approximately 1175 apartments will be operated through a common leasing program under the supervision and management of Indevco Management Corporation N.V.

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9.05. Nuisances. No nuisances shall be allowed upon the Condominium nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

9.06. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for the maintenance, modification or repair of the Condominium shall be that of the person required hereunder to maintain and repair the property concerned.

9.07. Regulations. Reasonable regulations concerning the use and appearance of the Condominium may be made and amended from time to time by the Association in the manner provided by the Charter and the Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents of the Condominium upon request.

9.08. Restraint upon separation and partition of Common Elements. To assure Owners the continuance of this Condominium plan, the Common Elements shall remain undivided and no Owner shall bring any action for partition or division except as otherwise specifically permitted in this Declaration. No conveyance may be made separating the Units from the undivided interest of the Owner in the Common Elements and Common Surplus. Any conveyance or action directly or indirectly effecting any conveyance or division prohibited by this paragraph shall be null and void.

9.09. Rights of Developer. Until the Developer has closed the sales or leases of all Units, neither the Owners nor the Association nor the use of the Condominium shall interfere with the sale or lease of the Units. The Developer or its assigns may make such use of unsold and unleased Units and of the Common Elements without charge as may facilitate such sale or lease, including but not limited to maintenance of a sales and rental office, the showing of such Units, and the display of signs.

ARTICLE X

ASSESSMENTS

10.01. Method; default. The Association shall determine and assess the Common Expenses in accordance with the provisions of the Bylaws. Each Owner shall pay his assessment to the Association at the times and in the manner designated by the Association in accordance with the provisions of the Bylaws. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default the assessment or installment thereof shall bear interest at the rate of 10% per annum until paid. Moreover, the defaulting Owner shall be liable for all costs of collecting such assessment or installment thereof and the interest thereon, including a reasonable attorney's fee whether or not suit be brought.

10.02. Waiver. No Owner may exempt himself from liability for any assessment levied against such Owner or his Unit by waiver of the use or enjoyment of any of the Common Elements or the Club Facilities or by abandonment of the Unit or by any other action in any manner undertaken.

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10.03. Lien to secure payment of Common Expenses. The Association is hereby given a lien securing payment or payments of assessments imposed by the Association pursuant to the terms of this Declaration and the Bylaws, together with penalty interest and all collection expenses, including attorney's fees, authorized in Article 10.01. Such lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, as an additional sum due, the Owner shall be required to pay to the Association a reasonable rental for the Unit for the period from the default sued upon to the payment of all sums so due.

10.04. Certificate as to assessments. Any Owner may require the Association to furnish a certificate showing the amount of unpaid assessments against him with respect to his Unit; the holder of a mortgage or other lien upon a Unit shall have the same right as to such Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.05. Assessments where fewer than four Apartment Buildings. During any period of time in which fewer than four Apartment Buildings are being maintained and operated by the Association (as, for example, prior to completion of initial construction of the four Apartment Buildings, or during reconstruction of an Apartment Building after a casualty), the Common Expenses shall be apportioned against Owners in such manner as the board of directors of the Association, in its sole discretion, shall determine to be fair and equitable.

ARTICLE XI

SALES; MORTGAGES

11.01. Payment of assessments. No Owner shall be permitted to convey, mortgage, pledge or sell his Unit unless or until he shall have paid in full all due and unpaid Common Expenses theretofore assessed by the Association against his Unit.

11.02. Mortgage of Units. No Owner shall mortgage his Unit except by a mortgage made to a bank, trust company, insurance company, savings and loan association, pension fund, private or public investment or mutual fund, or other institutional lender, or by a purchase money mortgage, agreement for deed, or other contractual obligation to the Developer. The lien of any encumbrance made in violation of this provision shall be void and of no effect unless authorized by the Association by written recordable certificate of authorization.

ARTICLE XII

INSURANCE

12.01. Acquisition of insurance by the Association. The Association shall obtain and maintain the following insurance:

12.011. Fire insurance. Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring all Apartment Buildings and improvements (including the Units and the fixtures and other equipment initially installed therein by the Developer, but not including personal property supplied or installed by Owners), and all personal property included in the Common Elements, covering the interests of the Association and all Owners and their mortgagees as their interests may appear in an amount equal to the full replacement value of the Apartment Buildings and other structures on the Land, without deduction for depreciation, but exclusive of excavation and

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foundation costs, and in an amount equal to the value of the personal property included in the Common Elements; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association and the Insurance Trustee hereinafter set forth. (Provisions for the designation of the Insurance Trustee and the terms under which such Trustee is to serve are provided below.)

12.012. Workmen's Compensation coverage. Workmen's Compensation Insurance sufficient to meet the requirements of the law in the State of Florida.

12.013. Public Liability Insurance. Public Liability Insurance in such limits as the Association may from time to time determine covering each member of the board of directors of the Association, the managing agent employed under the management agreement described above, each Owner and the Association; such public liability coverage shall also cover cross-liability claims of one insured against another; the Association shall review such limits once each year to determine the adequacy of the coverage.

12.014. Other Insurance. Such other insurance as the Association may from time to time determine to be necessary or desirable.

12.02. Mortgagees. Upon request, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees at least ten days prior to expiration of the then current policies. Prior to obtaining any renewal policy of fire insurance, the Association shall obtain an appraisal from an appropriate source of the full replacement value of the Apartment Buildings, but exclusive of excavation and foundation costs, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

12.03. Adjustment of loss. All policies of casualty insurance shall provide that adjustment of loss shall be made by the Association with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000 or less, shall be payable to the Association, and if more than \$50,000, shall be payable to the Insurance Trustee.

12.04. Association as agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims thereunder.

12.05. Acquisition of insurance by Owners. Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

12.06. Insurance Trustee. The Insurance Trustee shall be First National Bank of Hialeah, Hialeah, Florida, unless and until it shall be replaced by a bank or trust company in Dade County or Broward County, Florida, designated by the Association, provided that so long as Investment Properties International, Ltd., or a subsidiary or affiliate thereof, shall be the holder of any mortgage encumbering any Unit in the Condominium, then Investment Properties International, Ltd. shall have the right to approve the Insurance Trustee. In the

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event the Insurance Trustee shall resign, it shall be replaced by a trustee similarly designated and meeting the qualifications set forth in the preceding sentence. The responsibilities of the Insurance Trustee shall be to receive all proceeds of insurance policies and to hold such proceeds in escrow in accordance with the following terms and conditions:

12.061. Trustee's expenses. All expenses of the Insurance Trustee shall be first paid.

12.062. Damage repaired. The Insurance Trustee shall disburse the net proceeds of all insurance policies arising out of such casualty pursuant to the terms of Article XIII hereof, and any balance of such proceeds remaining in its hands after payment in full of the cost of the repair or restoration, as aforesaid, shall be paid over by the Insurance Trustee to the Owners in proportion to their ownership interest in the Common Elements, after first paying out of the share of each Owner the amount of unpaid liens on his Unit in order of priority of such liens.

12.063. Certificate. In acting hereunder, the Insurance Trustee shall be entitled to rely on a certificate duly executed by the President or Vice President and Secretary or Assistant Secretary of the Association certifying as to the identity of the Owners and their respective interests in Common Elements, and as to such other matters as the Insurance Trustee shall have requested be certified.

ARTICLE XIII

REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

In the event of damage to or destruction of the Condominium as a result of fire or other casualty the Association shall arrange for the prompt repair and restoration of the Condominium (including any damaged Units and any kitchen or bathroom fixtures and other equipment initially installed therein by the Developer, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed therein by an Owner), and the Association or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repair and restoration in excess of the insurance proceeds shall be shared by the Owners in proportion to their respective interests in the Common Elements, and the Association shall assess each of the Owners for such deficit accordingly.

ARTICLE XIV

CLUB LEASE

14.01. The Association, as lessee, shall enter into the Club Lease with the Developer (as owner of the Club Facilities), as lessor. Each Owner agrees to be bound by the terms and conditions of the Club Lease.

14.02. It is specifically recognized that some or all of the persons comprising the original directors and officers of the Association have been and may continue to be directors or officers of the Developer. None of such circumstances shall be construed as a breach of the duties of said directors or officers nor as a basis for invalidating the Club Lease in whole or in part. It is also specifically recognized that the Club Lease is a "net lease" and that all expenses of the Association as lessee thereunder, including expenses of operating and maintaining the Club Facilities, shall be assessed against the Owners as a Common Expense.

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14.03. The Club Lease may not be amended except in accordance with the provisions relative to amendments set forth in this Declaration, unless the lessor thereunder, in writing, shall waive the procedures, in which case the Club Lease may be amended by agreement between the Association and such lessor executed with the formality required for deeds and duly filed among the Public Records of Broward County, Florida. Each Owner shall be bound by the Club Lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to (a) ratifying the execution of the Club Lease by the Association; (b) agreeing to perform each of the undertakings to be performed by Owners under the Club Lease; and (c) subjecting all his right, title and interest in and to his Unit, the Condominium and the Association to the lien rights granted to the lessor under the Club Lease. The Association is hereby appointed and shall be the irrevocable agent in fact, with full power of substitution, of each Owner for all purposes provided in the Club Lease, to do and perform each and every act and thing required of Owners under the Club Lease and to consent to and execute any and all documents necessary or desirable to effectuate any and all provisions of the Club Lease.

14.04. In the event that any of the provisions of the Club Lease shall conflict with this Declaration, the provisions of the Club Lease shall control.

ARTICLE XV

AMENDMENTS

Except as otherwise provided in Articles 3.032 and 16.05, this Declaration, the Charter and the Bylaws may be amended in the following manner:

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

15.02. Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, such approvals must be by a majority of the board of directors of the Association and by not less than a majority of the votes of the entire membership of the Association.

15.03. Protection of Owner. No amendment shall discriminate against any Owner or against any Unit or class or group of Units, unless the Owners so affected shall consent; and no amendment shall change any Unit or the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses unless the record Owner of the Unit concerned and all record owners of any mortgages on such Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" or in the section entitled "Repair or reconstruction after fire or other casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

15.04. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which said certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such

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certificate and the copy of the amendment are recorded in the Public Records of Broward County, Florida

ARTICLE XVI

CONDEMNATION

16.01. Insurance Trustee. The taking of all or part of the Condominium by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. In the event that an award shall be payable to an Owner, he shall deposit the award with the Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association, a special assessment shall be made against him in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner.

16.02. Complete condemnation. If the taking is of all or materially all of the Condominium, then the Condominium shall be terminated and the awards for the taking shall be distributed to the Owners in proportion to their interests in the Common Elements, such remittance being payable jointly to each Owner and his mortgagees.

16.03. Partial condemnation. If the taking is of less than all or materially all of the Condominium, then there shall be such division and application of the awards, and such adjustments of ownership in the Common Elements, and such other adjustments, as shall be fair and equitable under the circumstances, taking into account the following factors and guidelines:

16.031. If any Unit shall be reduced in size but remain tenable, the portion of the award attributable to said Unit should be distributed jointly to the Owner of the Unit and his mortgagees, and such Owner's share in the Common Elements appurtenant to his Unit should be equitably reduced and the shares of the other Owners equitably increased.

16.032. If the taking destroys a Unit or reduces it so that it is no longer tenable, then such taking shall terminate the interest of the Owner thereof in the Condominium; the portion of the Unit not taken shall become part of the Common Elements; the interest of the remaining Owners in the Common Elements shall be equitably adjusted. The award attributable to such Unit shall be used to pay to the Owner of such Unit its fair market value, such remittance to be made jointly to the Owner and his mortgagees; and any balance of the award should be applied to place the remaining portion of the Unit in condition for use by all of the Owners as a Common Element. Any deficiency in funds required to restore Common Elements shall be assessed as a Common Expense.

16.033. If the taking is of a portion of the Common Elements, without taking any part of a Unit, every reasonable effort shall be made to replace or restore same, and the award shall be applied for such purposes. If after restoration or replacement is completed there remains any unexpended portion of the award, it shall be distributed in such manner as shall be fair and equitable under the circumstances, taking into account the degree to which the various Owners have been adversely affected by such taking.

16.04. Arbitration. If the parties concerned are unable to agree upon what division or other adjustments are fair and equitable within sixty days after

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the condemnation award has been made, then the matters in dispute shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The cost of arbitration shall be assessed against all Owners in proportion to their shares in the Common Elements as they existed prior to the changes effected by the condemnation.

16.05. Amendment of Declaration. The changes in Units, in the Common Elements, and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment of this Declaration which need be approved only by a majority of the board of directors of the Association.

ARTICLE XVII

TERMINATION

17.01. The condominium plan of ownership may be terminated in the following manner:

17.011. Condemnation. Because of a taking described in Article 16.02.

17.012. Termination by agreement. At any time by approval in writing of all record mortgagees of Units and at least eighty percent of all record Owners.

17.02. Certificate evidencing termination. The termination of the condominium plan of ownership in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon recording in the Public Records of Broward County, Florida.

17.03. Interests of Owners after termination. After termination of the condominium plan of ownership the Owners shall own the Condominium and all assets of the Association as tenants in common. The percentage interest of each Owner as a tenant in common shall be the same as his percentage interest in the Common Elements prior to such termination.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall affect the application of this Declaration:

18.01. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

18.02. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

18.03. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

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18.04. Gender. The use of masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural and vice versa wherever the context so requires; the use of the masculine gender shall be deemed to include the neuter gender wherever the context so requires.

18.05. Approval. Wherever approval or consent is required of any person or entity, such approval and consent shall not be unreasonably withheld, and where action, approval or consent is required of the Association, it shall be by a majority of the board of directors of the Association, and evidence of such action, consent or approval by the Association shall be by certification of same by the appropriate officers of the Association.

IN WITNESS WHEREOF, The Hemispheres Development Corporation has caused these presents to be executed in its name by its Vice President and its corporate seal to be hereto affixed and attested by its Secretary, this 12 day of MARCH, 1970, at Hallandale, Florida.

THE HEMISPHERES DEVELOPMENT CORPORATION

By Herbert Rabin Vice President
Attest: Gerald Katcher Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Before me personally appeared Herbert Rabin and Gerald Katcher

to me well known and known to me to be the individuals described in and who executed the foregoing Condominium Declaration as Vice President and Secretary respectively of The Hemispheres Development Corporation, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 12 day of MARCH, 1970.

Walter B. Linder
Notary Public, State of Florida at large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 28, 1972
SIGNED THROUGH FRED W. DISTENFELD

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Exhibit A to Condominium Declaration
establishing The Hemispheres

LEGAL DESCRIPTION OF REAL PROPERTY

The South 650 feet of the North 2350 feet of Tract 2, less the West 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida, less that portion described as follows:

Commencing at the Southwest corner of said South 650 feet, said point being located 50 feet East of the centerline of South Ocean Boulevard, run South $83^{\circ}48'04''$ East along the South line of said parcel 506.74 feet to a point of beginning for this description; thence, North $6^{\circ}11'56''$ East 168.83 feet; thence, North $83^{\circ}48'04''$ West 173.85 feet; thence, North $6^{\circ}11'56''$ East 306.00 feet; thence, South $83^{\circ}48'04''$ East 60.83 feet; thence, North $6^{\circ}11'56''$ East 4.67 feet; thence, South $83^{\circ}48'04''$ East 144.88 feet; thence, South $2^{\circ}18'40''$ West 480.61 feet; thence, North $83^{\circ}48'04''$ West 63.98 feet to the point of beginning, and

The South 500 feet of the North 2350 feet of Tract 1, less the East 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida, less that portion described as follows:

Commencing at the Southeast corner of said South 500 feet, said point being located 50 feet West of the centerline of South Ocean Boulevard, run North $83^{\circ}48'04''$ West along the South line of said parcel 331.01 feet to a point of beginning for this description; thence North $6^{\circ}11'56''$ East 69.33 feet; thence, North $83^{\circ}48'04''$ West 3.67 feet; thence, North $6^{\circ}11'56''$ East 59.67 feet; thence, North $83^{\circ}48'04''$ West 123.33 feet; thence, North $6^{\circ}11'56''$ East 67.17 feet; thence, South $83^{\circ}48'04''$ East 17.78 feet; thence, North $6^{\circ}11'56''$ East 159.25 feet; thence, North $83^{\circ}48'04''$ West 176.00 feet; thence, North $6^{\circ}11'56''$ East 144.58 feet; thence, North $83^{\circ}48'04''$ West 39.18 feet; thence, South $6^{\circ}57'15''$ West 500.04 feet; thence, South $83^{\circ}48'04''$ East 328.05 feet to the point of beginning.

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Exhibit B to Condominium Declaration
establishing The Hemispheres

CERTIFICATE OF SURVEYOR
FOR
THE HEMISPHERES
A CONDOMINIUM

The undersigned hereby certifies:

1. That he is a duly registered and licensed land surveyor authorized to practice under the laws of the State of Florida;
2. That the attached survey, marked Exhibit B, together with the wording of the Condominium Declaration, is a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of the Common Elements and of each condominium unit therein; and
3. That the elevations shown on each floor plan are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey.

Maurice E. Berry II
MAURICE E. BERRY II
Registered Land Surveyor No. 1122
State of Florida

REC-4165 MAR 30 1989

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GENERAL NOTES

UNIT BOUNDARIES:

Each Unit shall consist of that part of the Apartment Building containing such Unit, which lies within the boundaries of the Unit, which boundaries are as follows:

- (1) **Upper and Lower Boundaries:** The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.
 - (a) **Upper Boundaries:** The plane of the lowest surfaces of the unfinished ceiling slab and the plane of the lowest surfaces of the unfinished balcony ceiling slab.
 - (b) **Lower Boundaries:** The plane of the lowest surfaces of the unfinished floor slab and the plane of the lowest surfaces of the unfinished balcony floor slab.
 - (c) **Floor Slab Thickness:** Apartment floor slabs are six inches (6") thick.
 - (d) **Balcony Floor Elevations:** Balcony floor elevations are taken at the railings.
- (2) **Perimetrical Boundaries:** The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.
 - (a) **Exterior Building Walls:** The intersecting vertical plane(s) of the outermost unfinished surfaces of the exterior walls of the Apartment Building bounding such Unit, and when there is attached to the Apartment Building a balcony, patio or terrace serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes which include all of such structures.
 - (b) **Interior Apartment Building Walls:** The vertical planes of the center line of walls bounding such Unit extended to intersections with other perimetrical boundaries.
- (3) **Excluded From Unit:** The Unit shall not be deemed to include Utility Services which may be contained within the boundaries of the Unit but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained, nor shall it include columns or partitions contributing to support of the Apartment Building. The items here identified are a part of the Common Elements.

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EXHIBIT B - GENERAL NOTES

OFF RECORD

BK 4165

Job No.

THE HEMISPHERES SURVEY FOR: A CONDOMINIUM

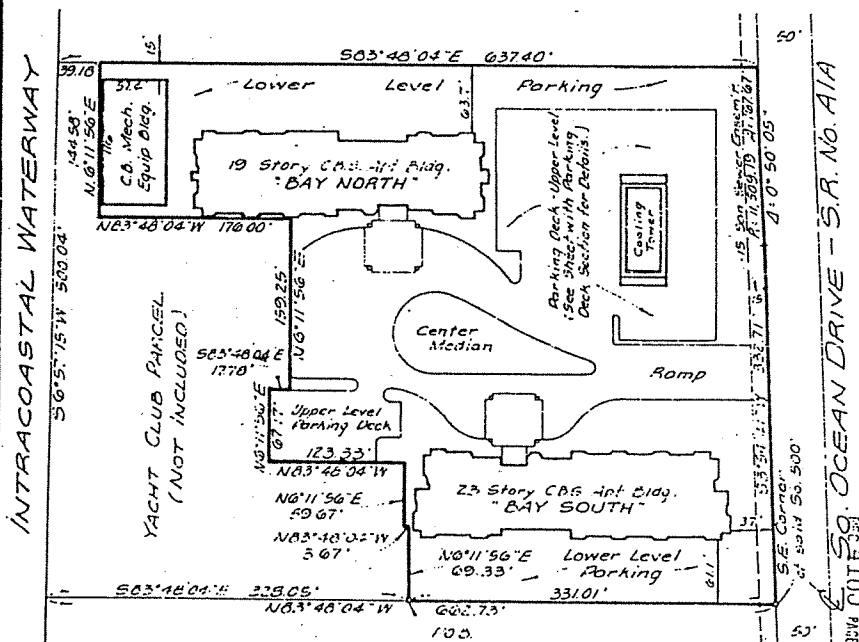
DESCRIPTION

The south 500 feet of the north 2350 feet of Tract 1, less the east 17 feet thereof, of "SECOND AMENDED PLAT OF SEMI-CIRCLE BEACH", as recorded in Plat Book 15, page 19, of the public records of Broward County, Florida, less that portion described as follows:



SCALE:
1" = 100'

Commencing at the southeast corner of said south 500 feet, said point being located 50 feet west of the centerline of S. Ocean Blvd., run N.83°48'04"W. along the south line of said parcel 331.01 feet to a point of beginning for this description: thence, N.6°11'56"E. 69.33 feet; thence, N.83°48'04"W. 3.67 feet; thence, N.6°11'56"E. 59.67 feet; thence, N.83°48'04"W. 123.33 feet; thence, N.6°11'56"E. 67.17 feet; thence, S.83°48'04"E. 17.78 feet; thence, N.6°11'56"E. 159.25 feet; thence, N.83°48'04"W. 176.00 feet; thence, N.6°11'56"E. 144.58 feet; thence, N.83°48'04"W. 39.18 feet; thence, S.6°57'15"W. 500.04 feet; thence, S.83°48'04"E. 328.05 feet to the point of beginning.



TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I, MAURICE E. BERRY II, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown. I further certify that the survey represented hereon meets the requirements of the Florida Land Title Association and that this plat is true and correct.

Dated at Hollywood, Broward County, Florida, this 5 day of FEB, A.D. 1970.

M. E. BERRY & ASSOCIATES

REGISTERED LAND SURVEYORS

2515 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33304

Maurice E. Berry II

MAURICE E. BERRY II

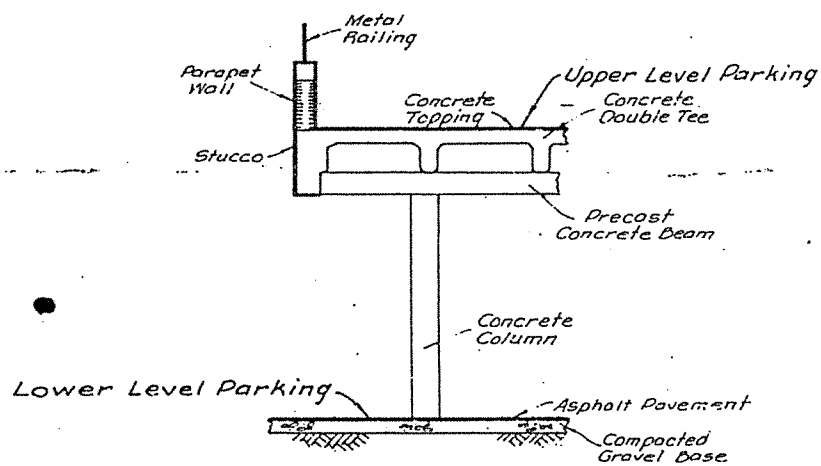
Registered Land Surveyor No. 1122

STATE OF FLORIDA

EXHIBIT B - SURVEY

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PARKING DECK SECTION
SCALE: 1/4" = 1'-0"

SEE 4165 PAGE 378

EXHIBIT B - PARKING DECK

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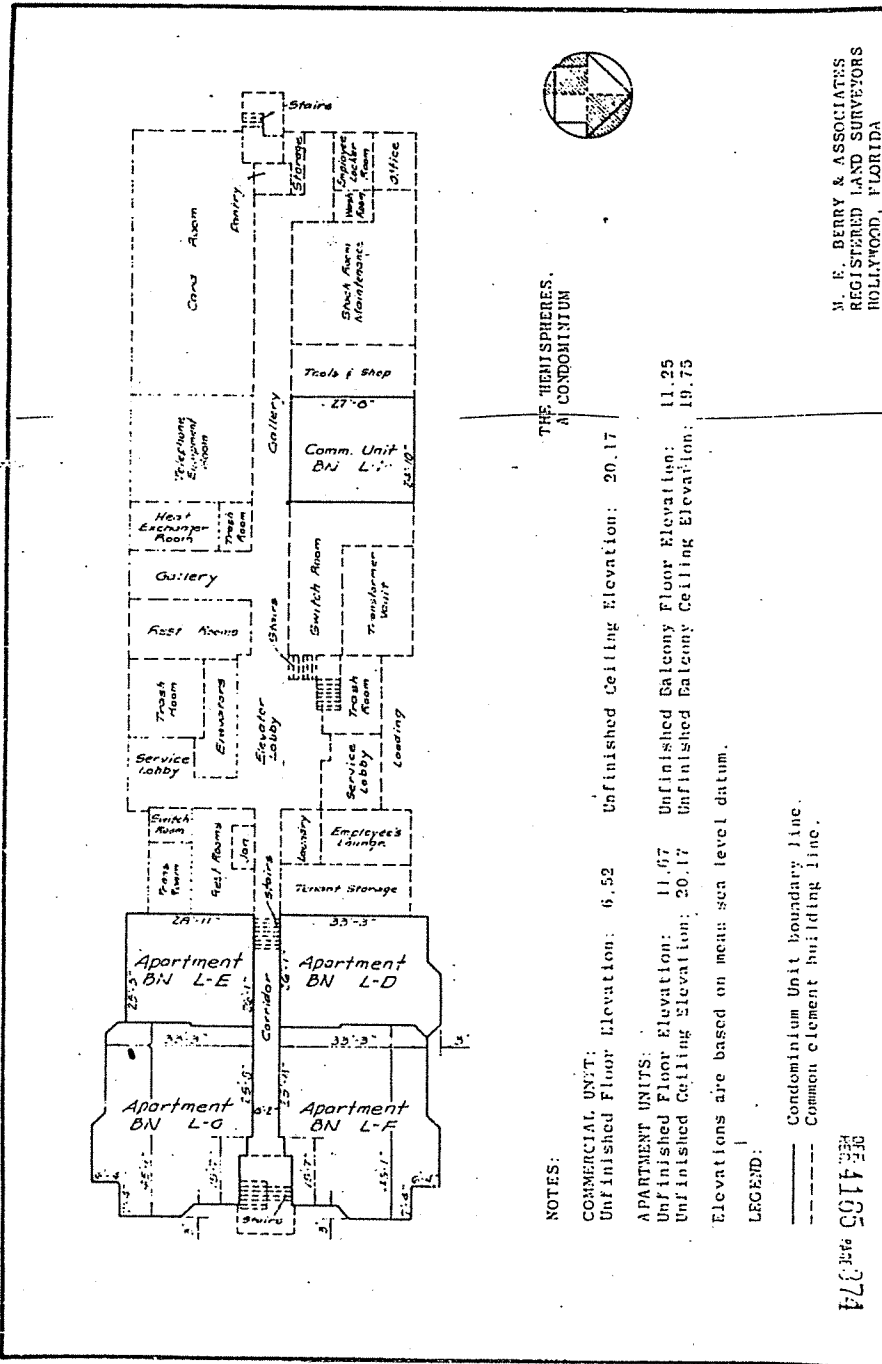
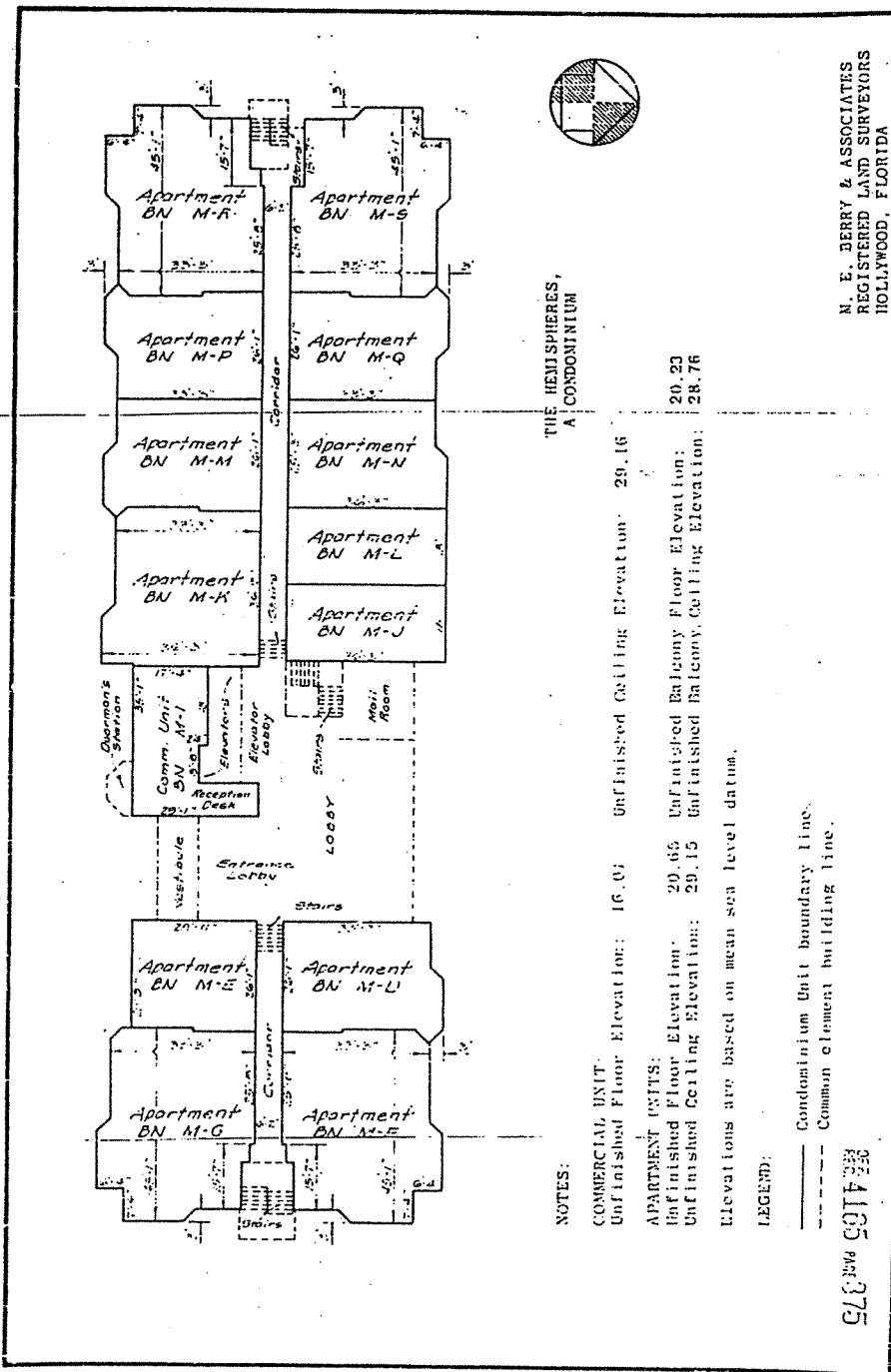


EXHIBIT B - GROUND FLOOR

BAY NORTH

DATE 27

BK 4165



N. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B - MEZZANINE

BAY NORTH

DATE 275

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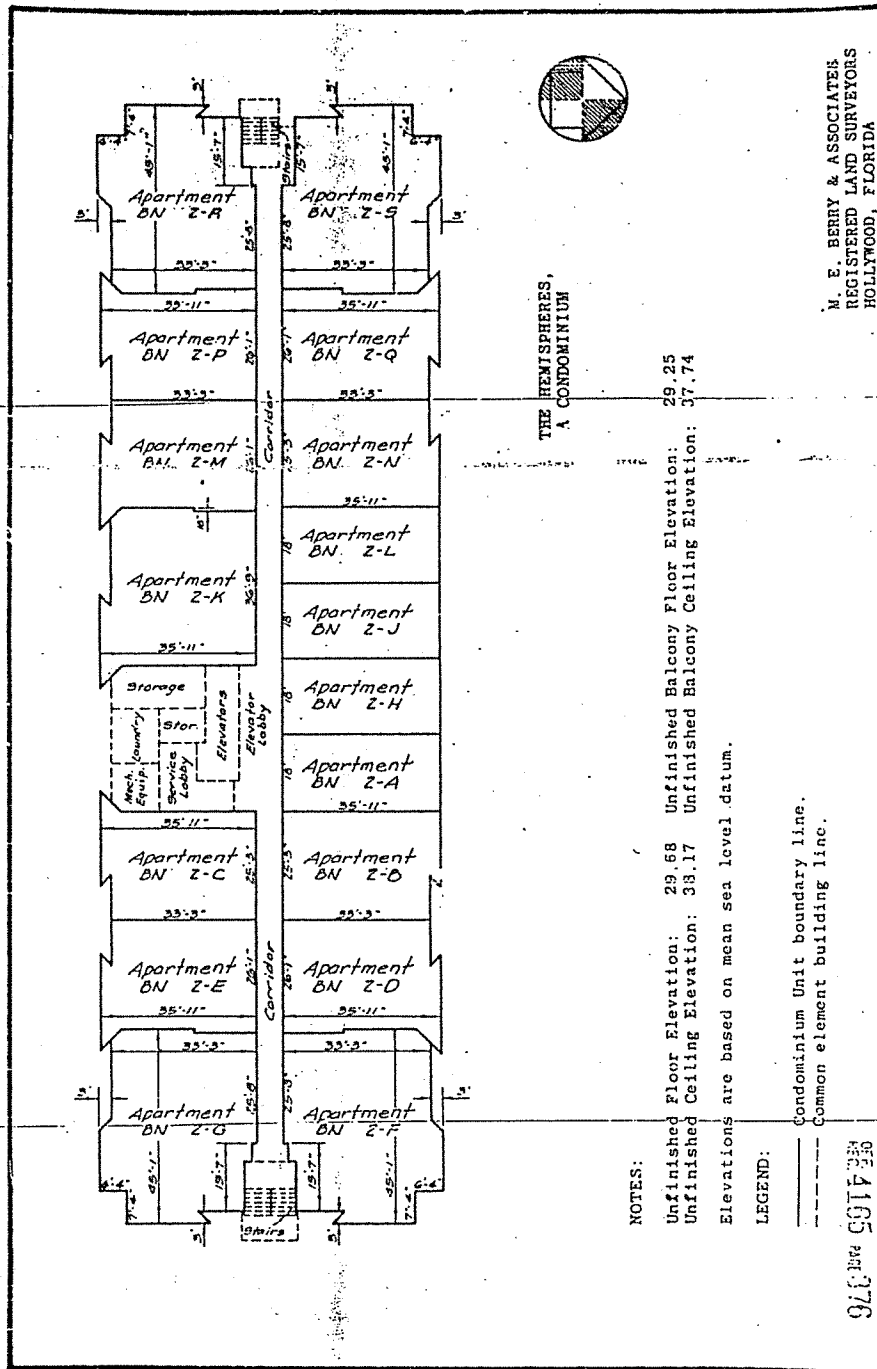
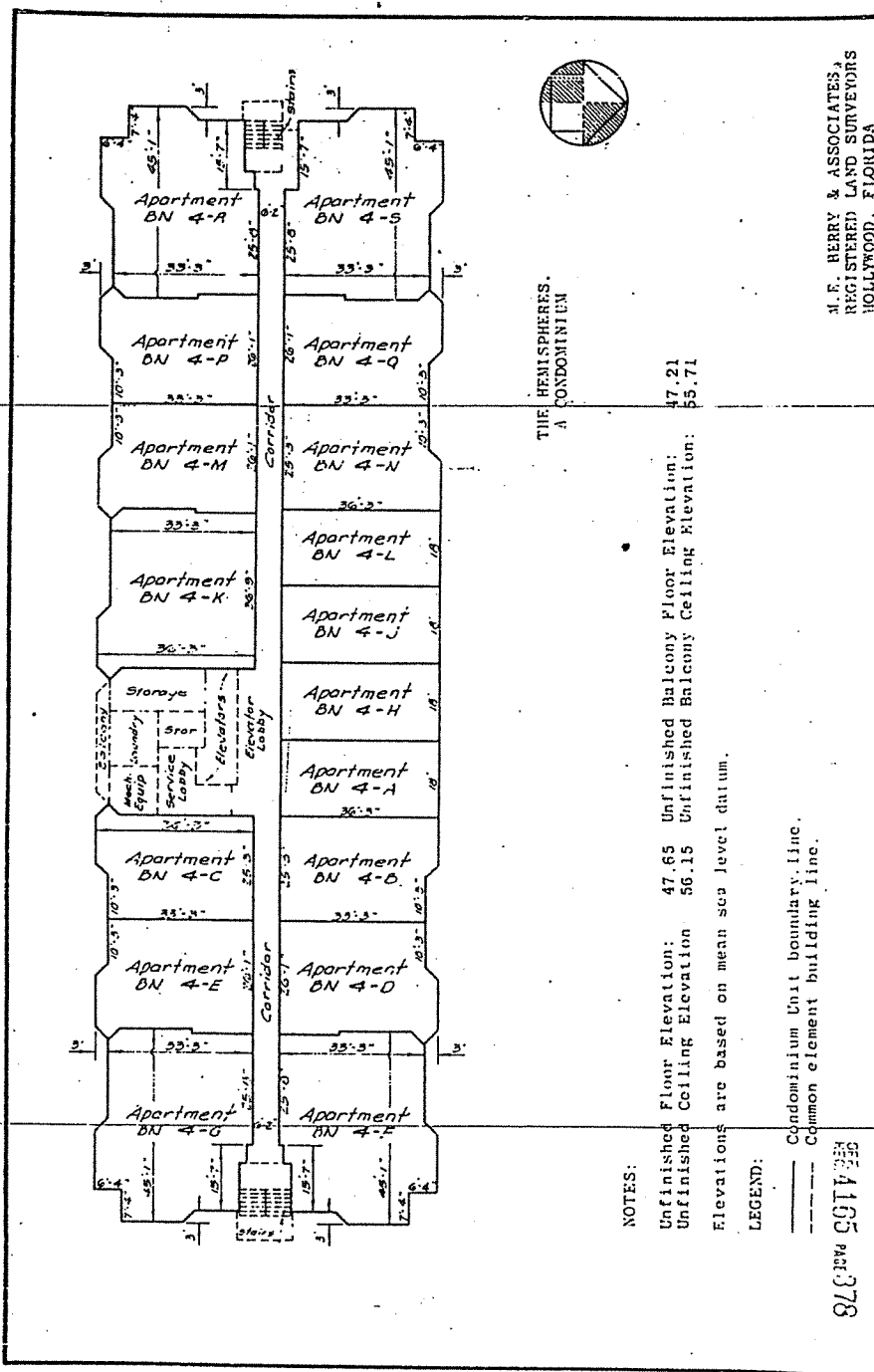


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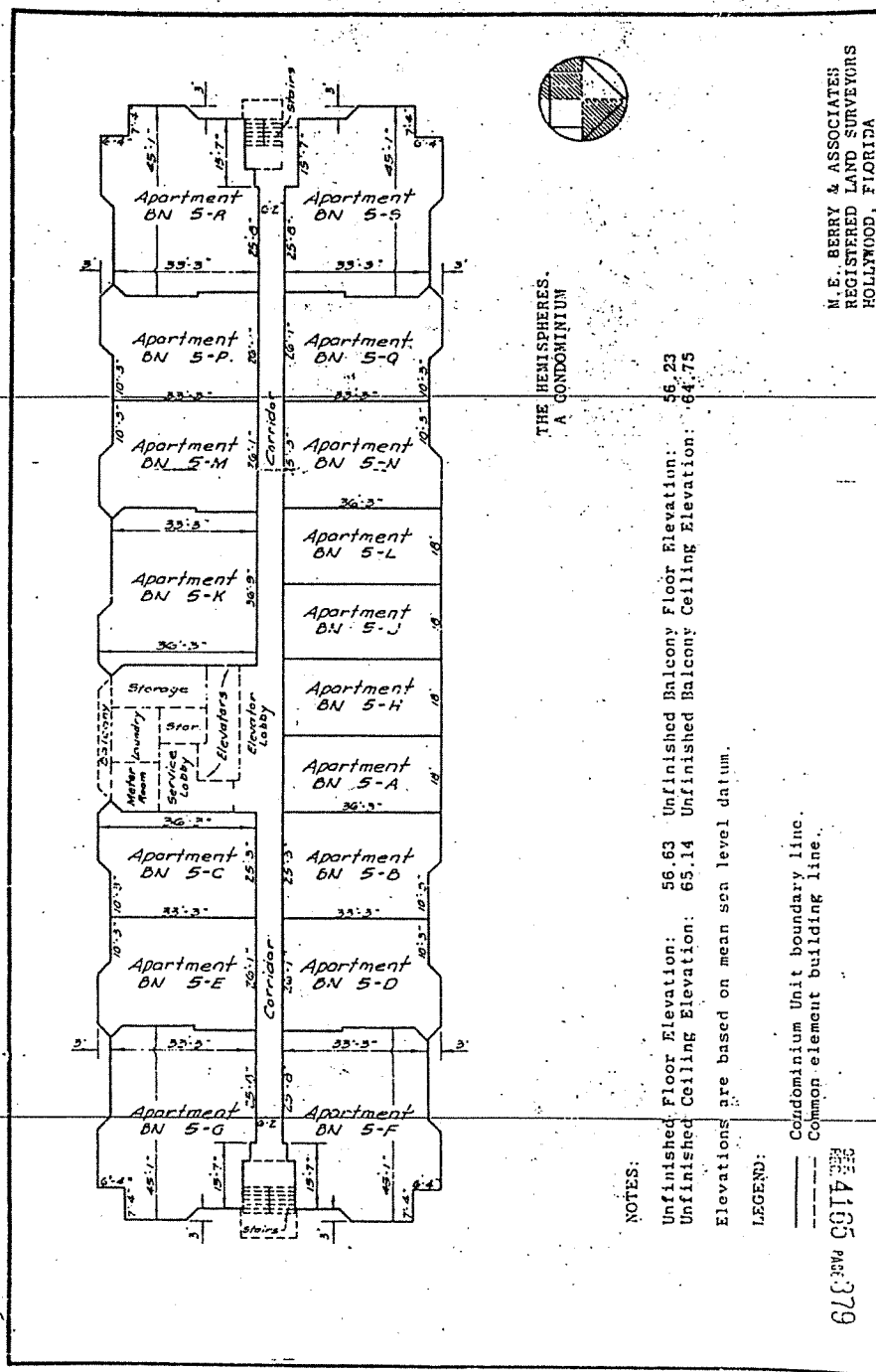


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BAY NORTH

PAGE 270

BN 14105

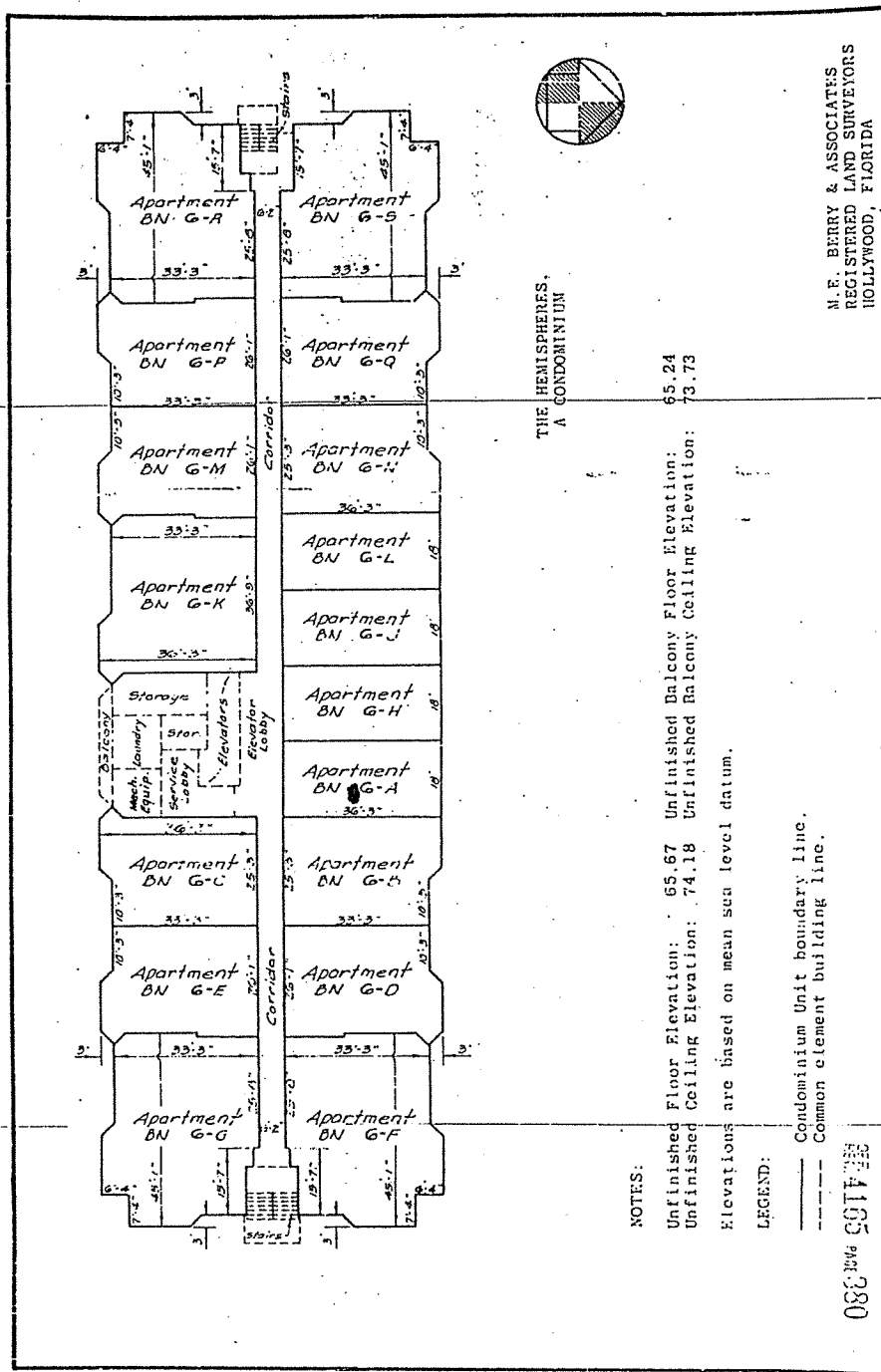


EXHIBIT B - 6th FLOOR

BAY NORTH

PAGE 222

BK 4165

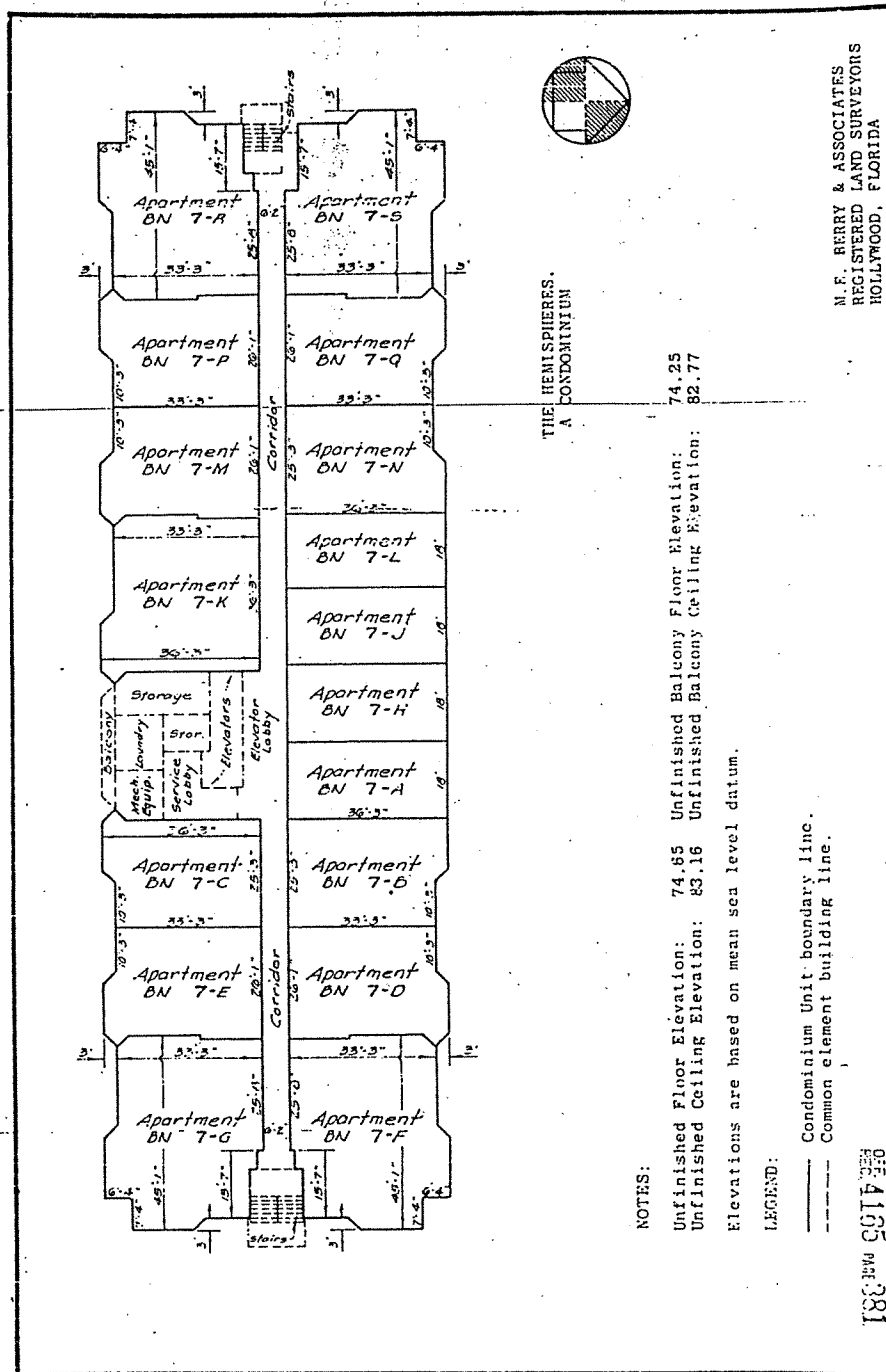


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BK 4165

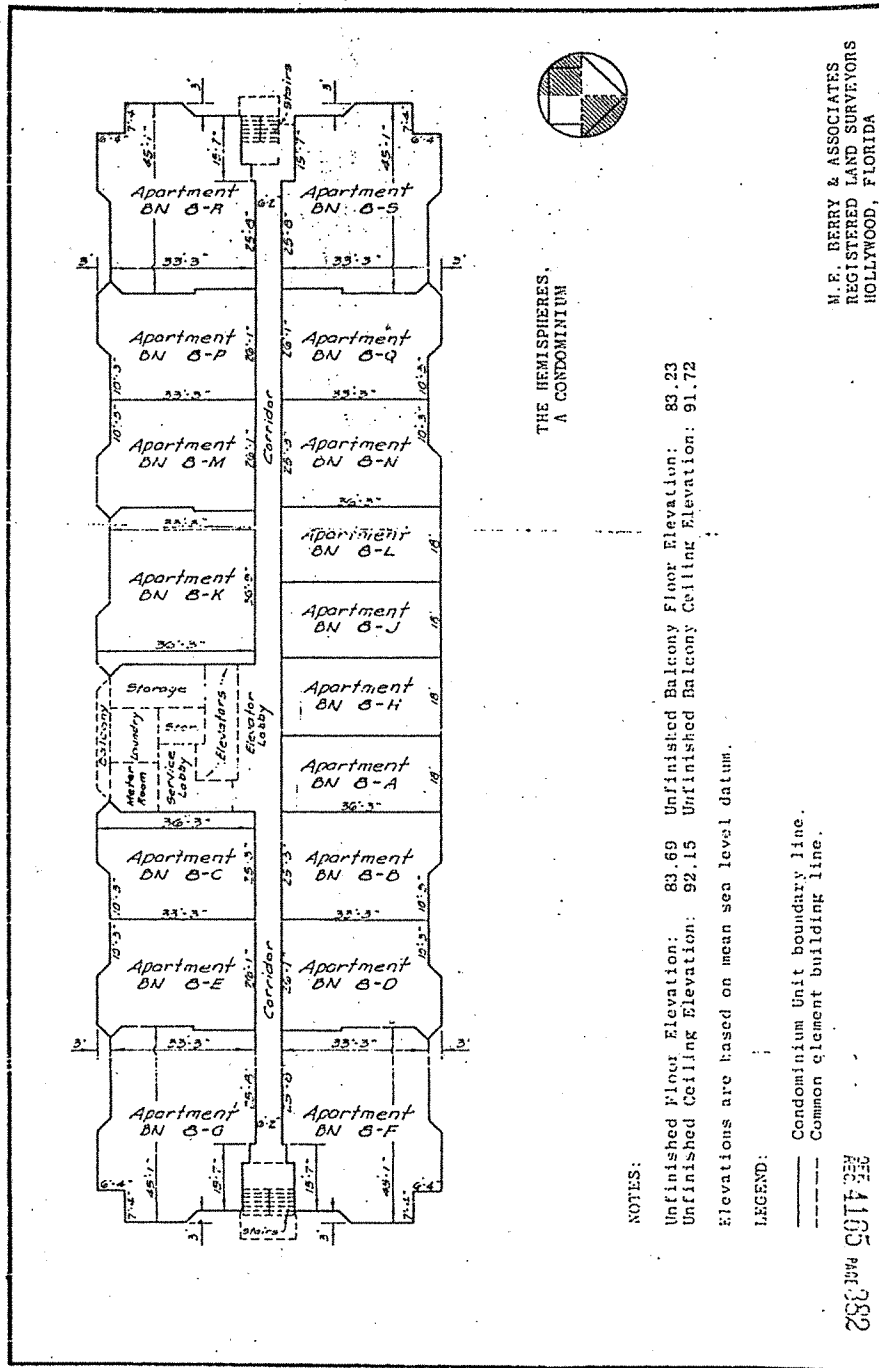


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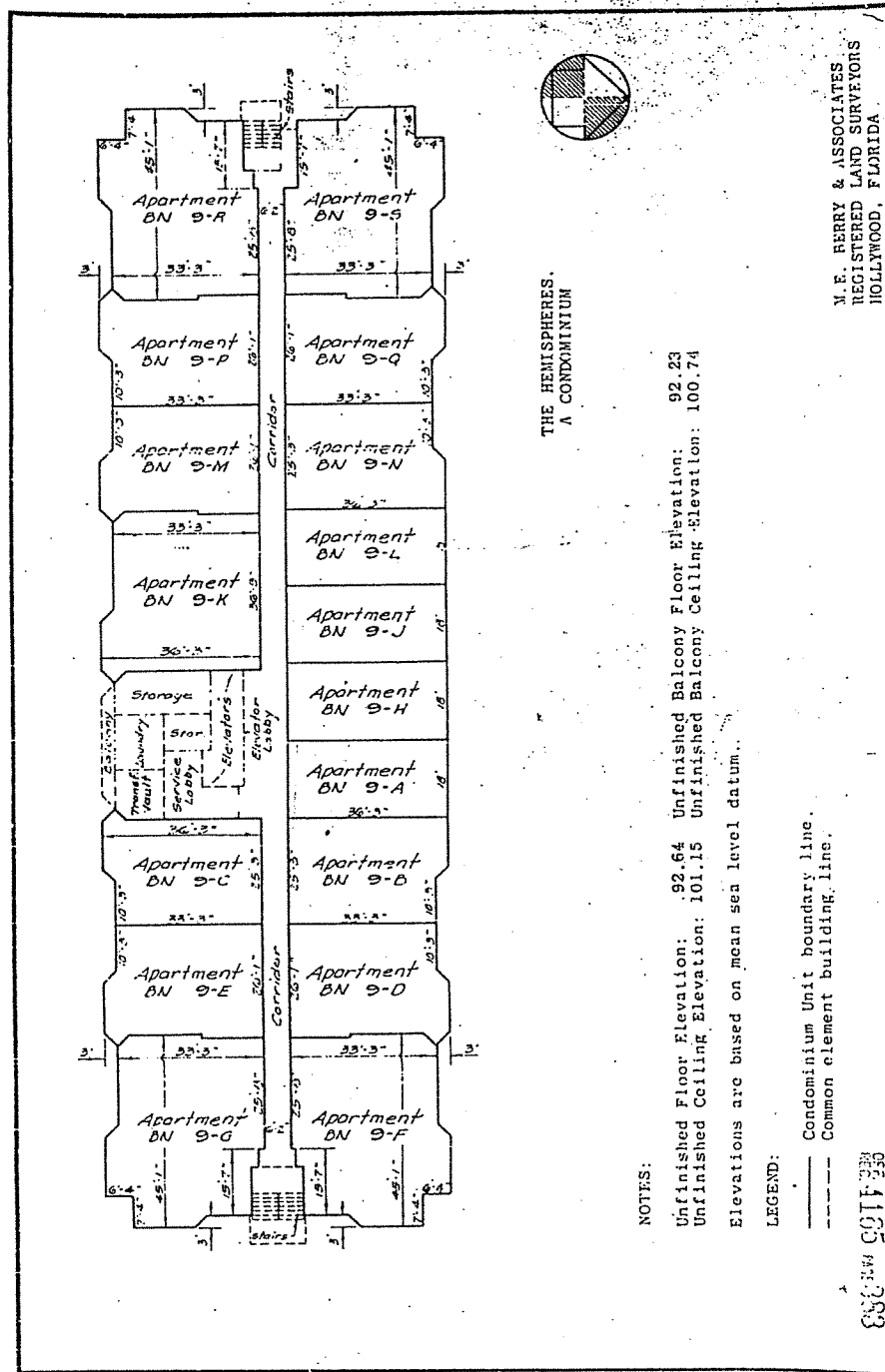


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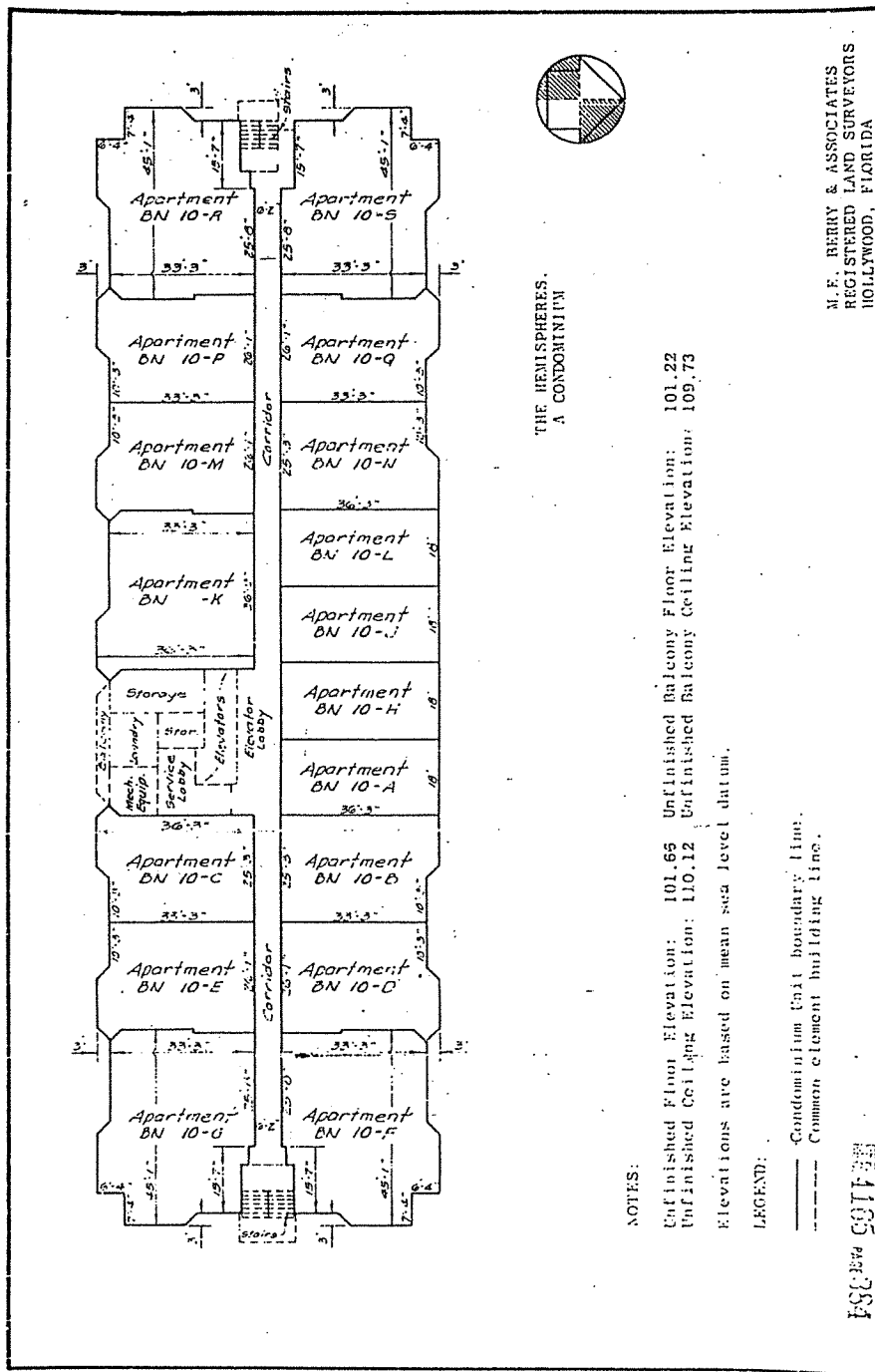


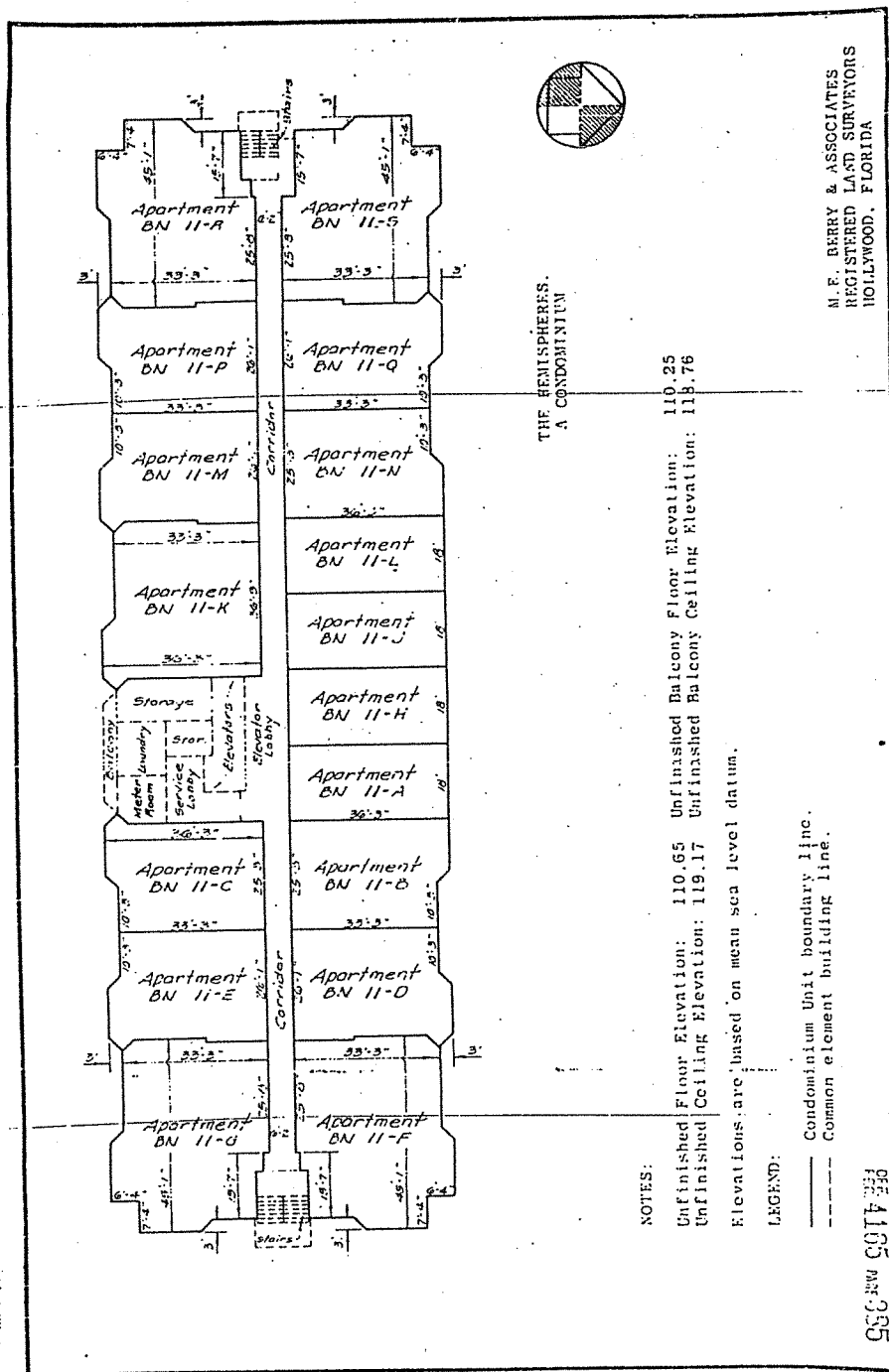
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DATE 2024

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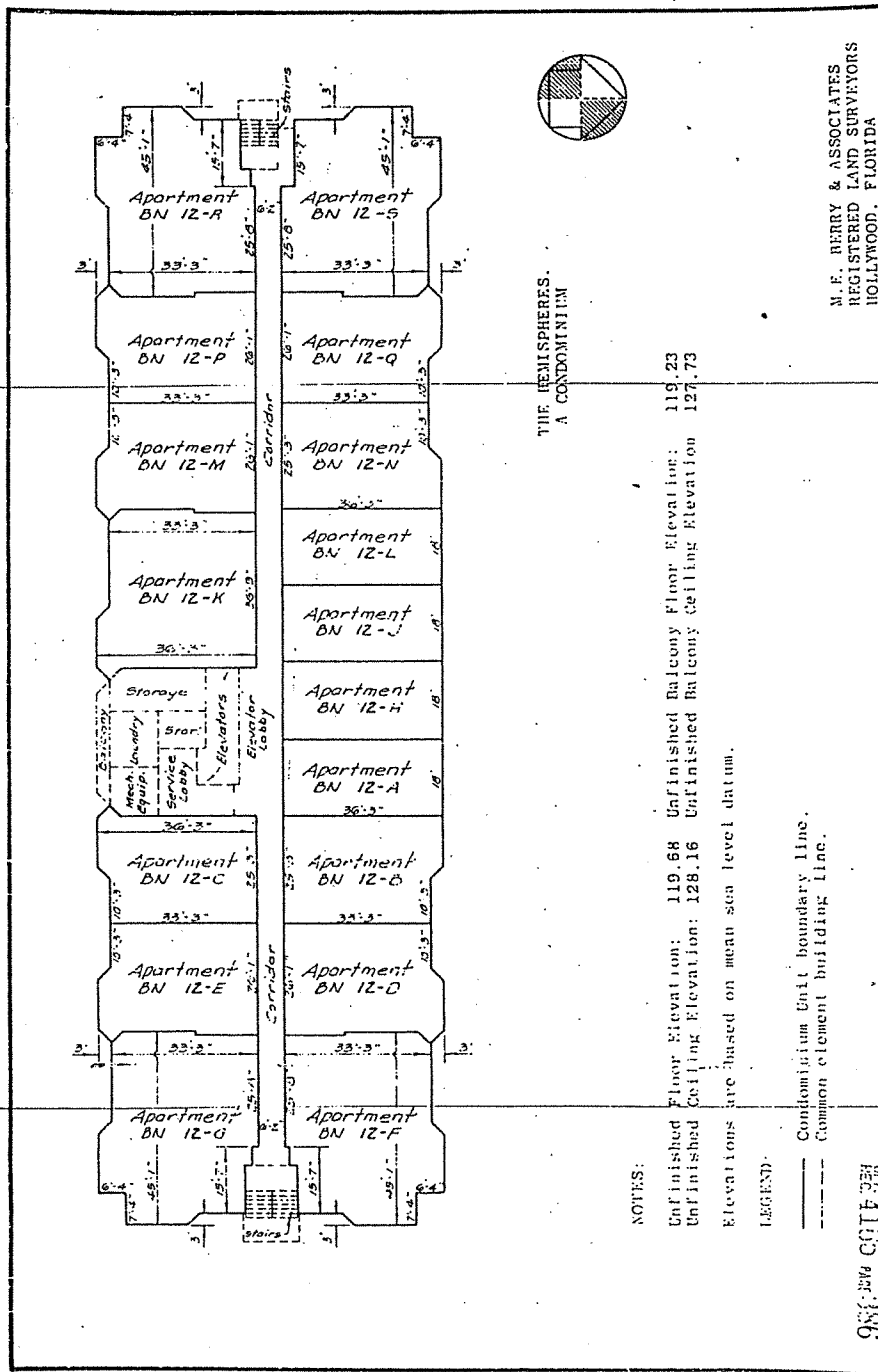


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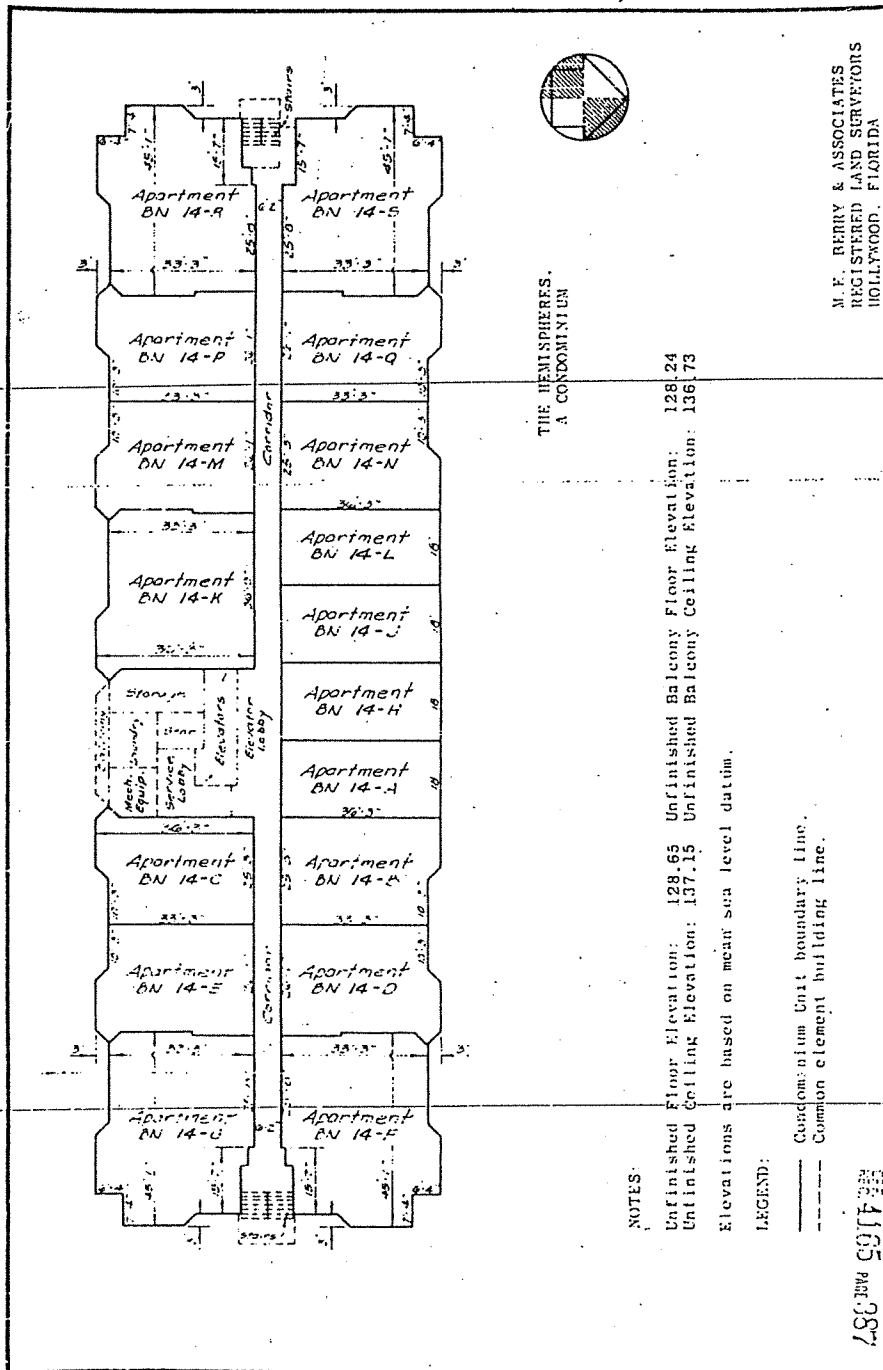
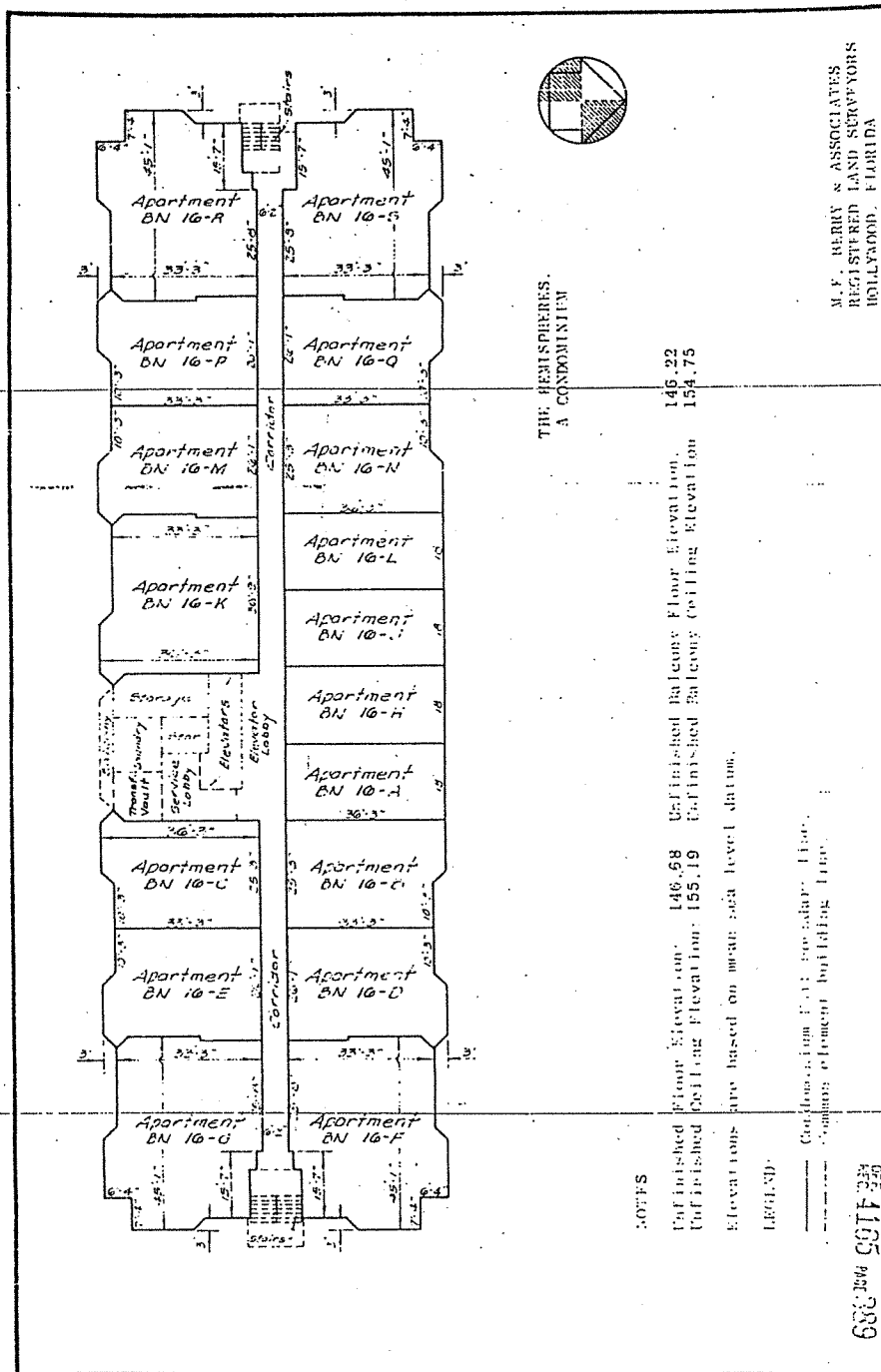


EXHIBIT B - 14th FLOOR

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BK 4165



M. F. HERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B - 10th FLOOR

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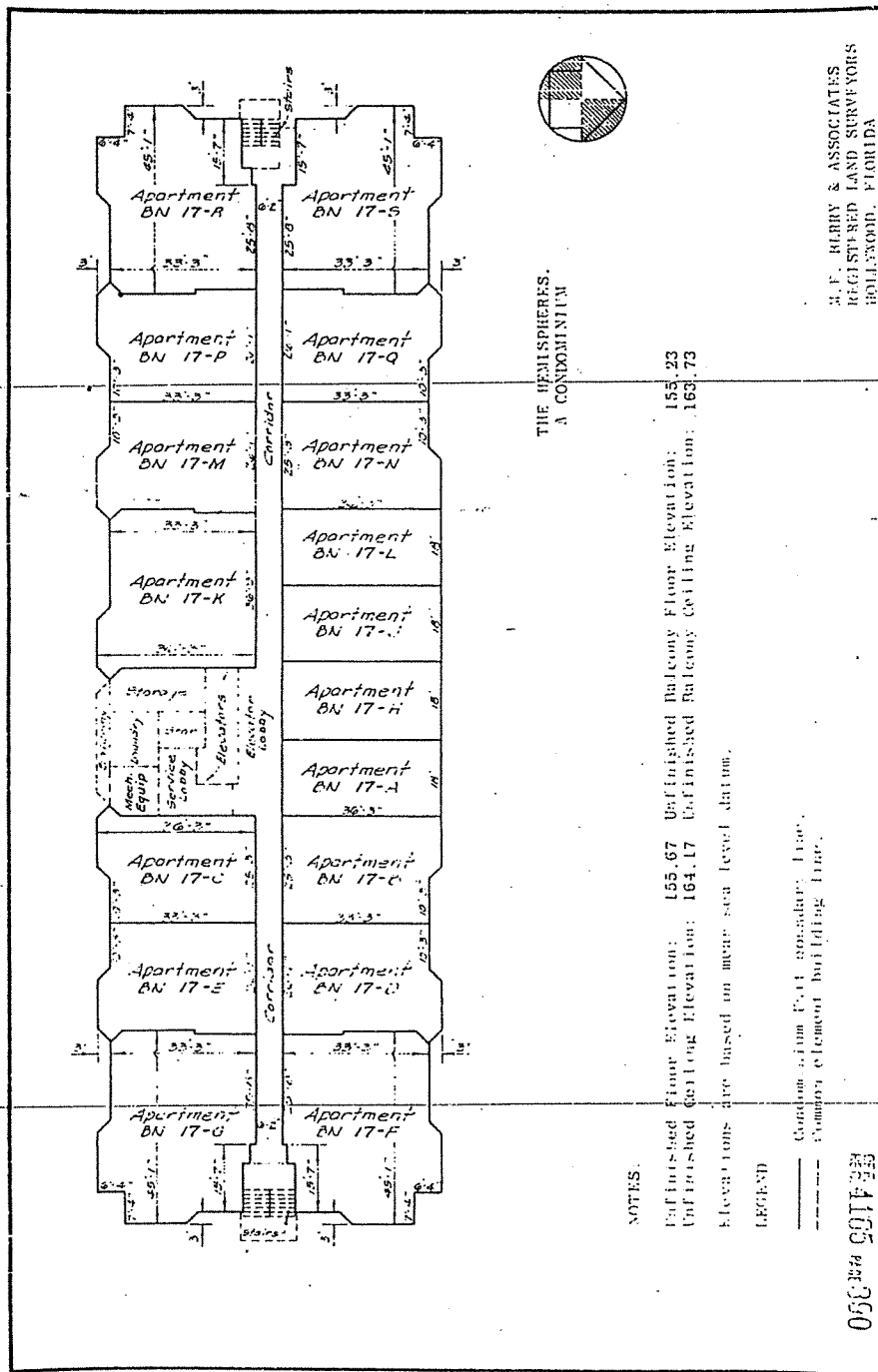


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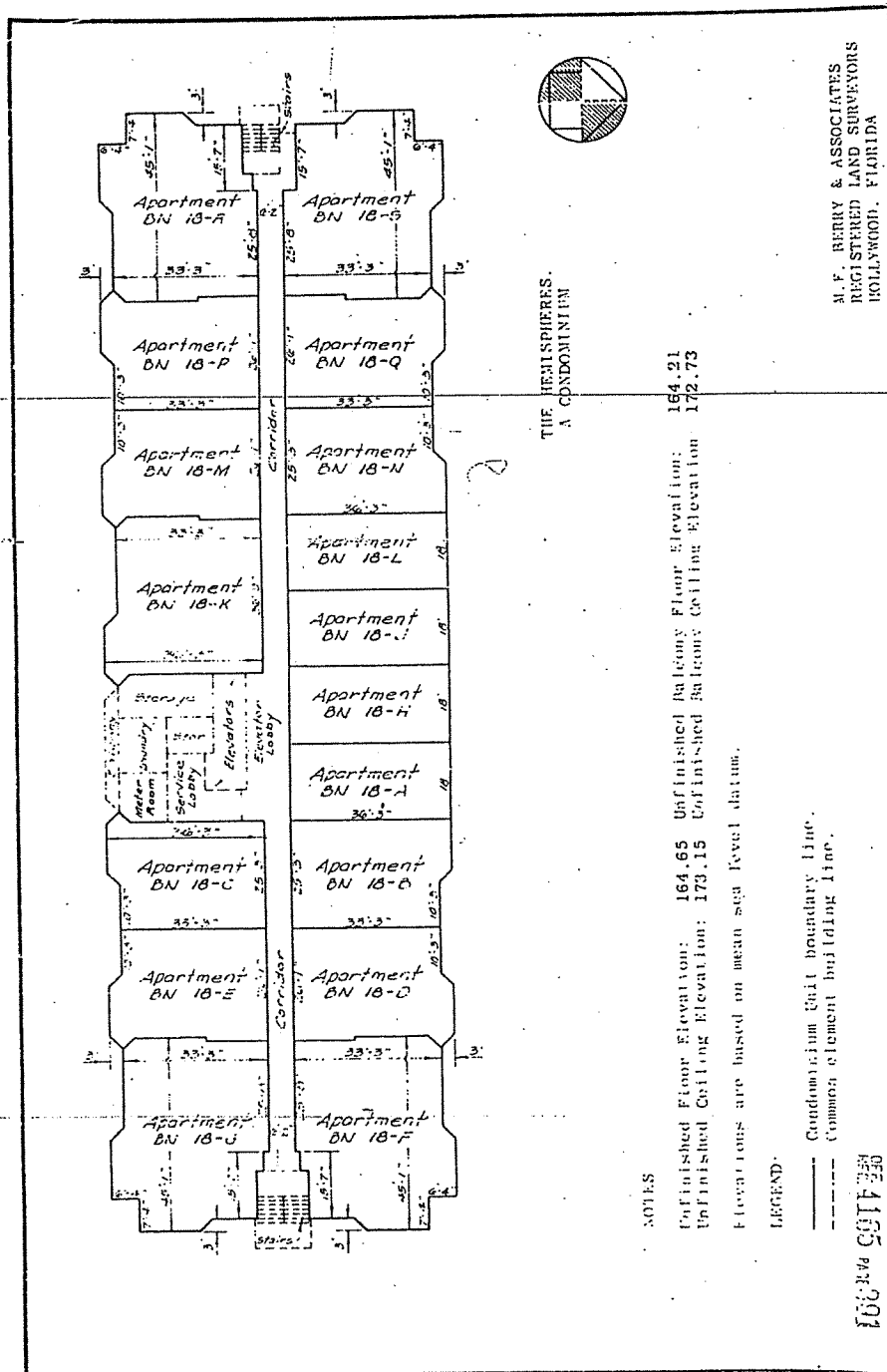


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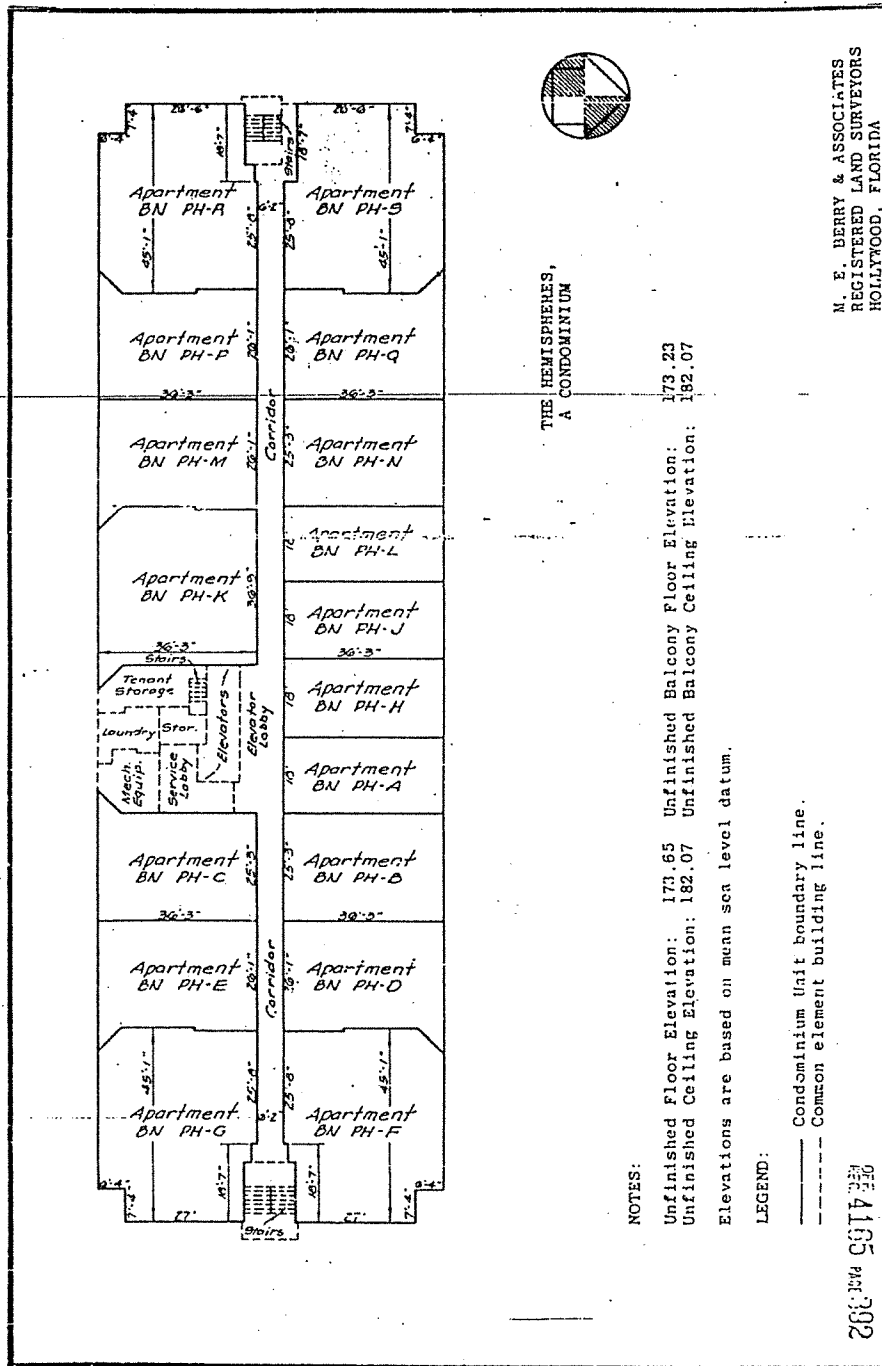


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BAY NORTH

PAGE 392

BK 4165

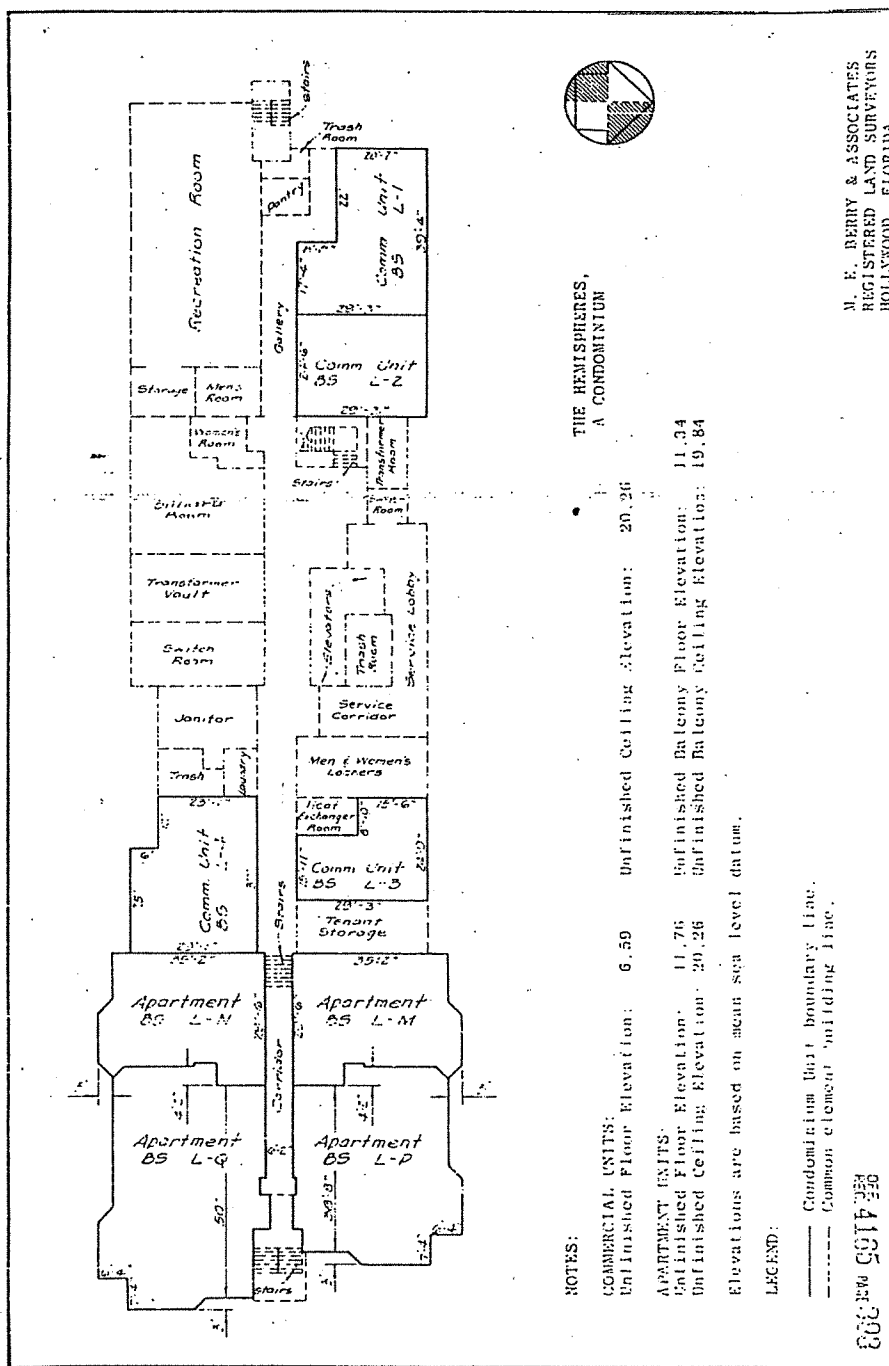


EXHIBIT B - GROUND FLOOR

BAY SOUTH

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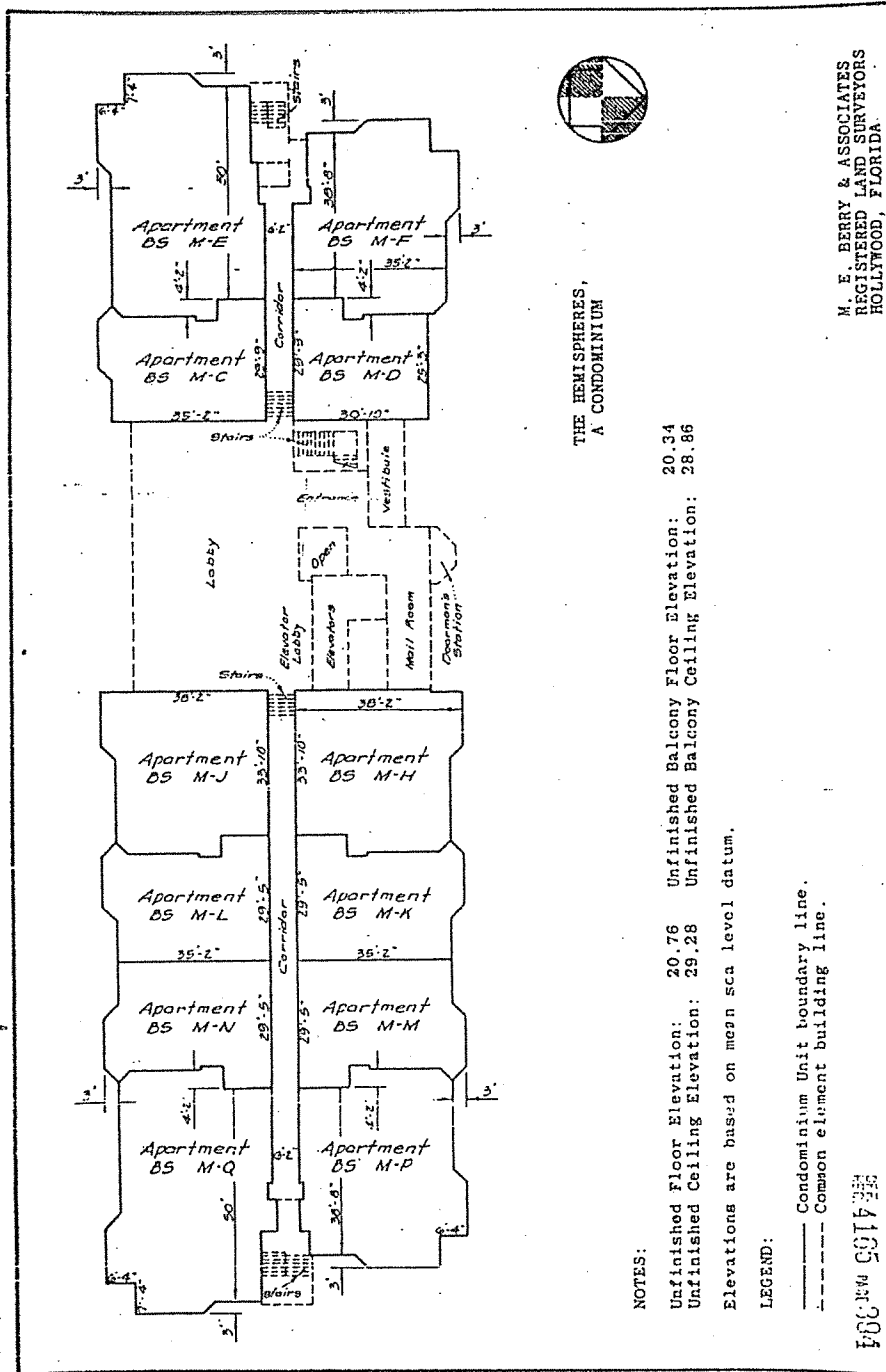


EXHIBIT B - MEZZANINE

BAY SOUTH

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BK 4165

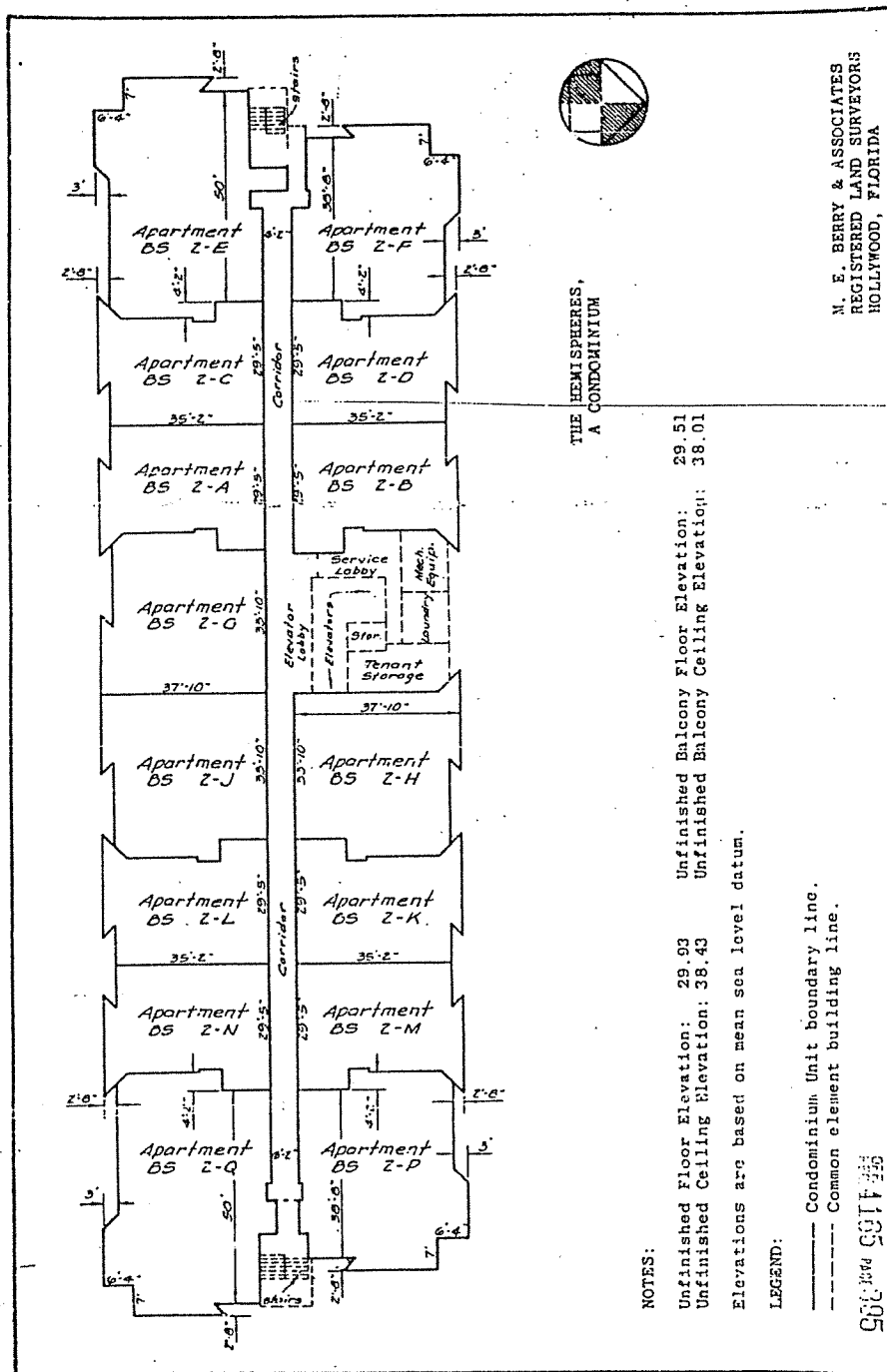


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PAGE 305

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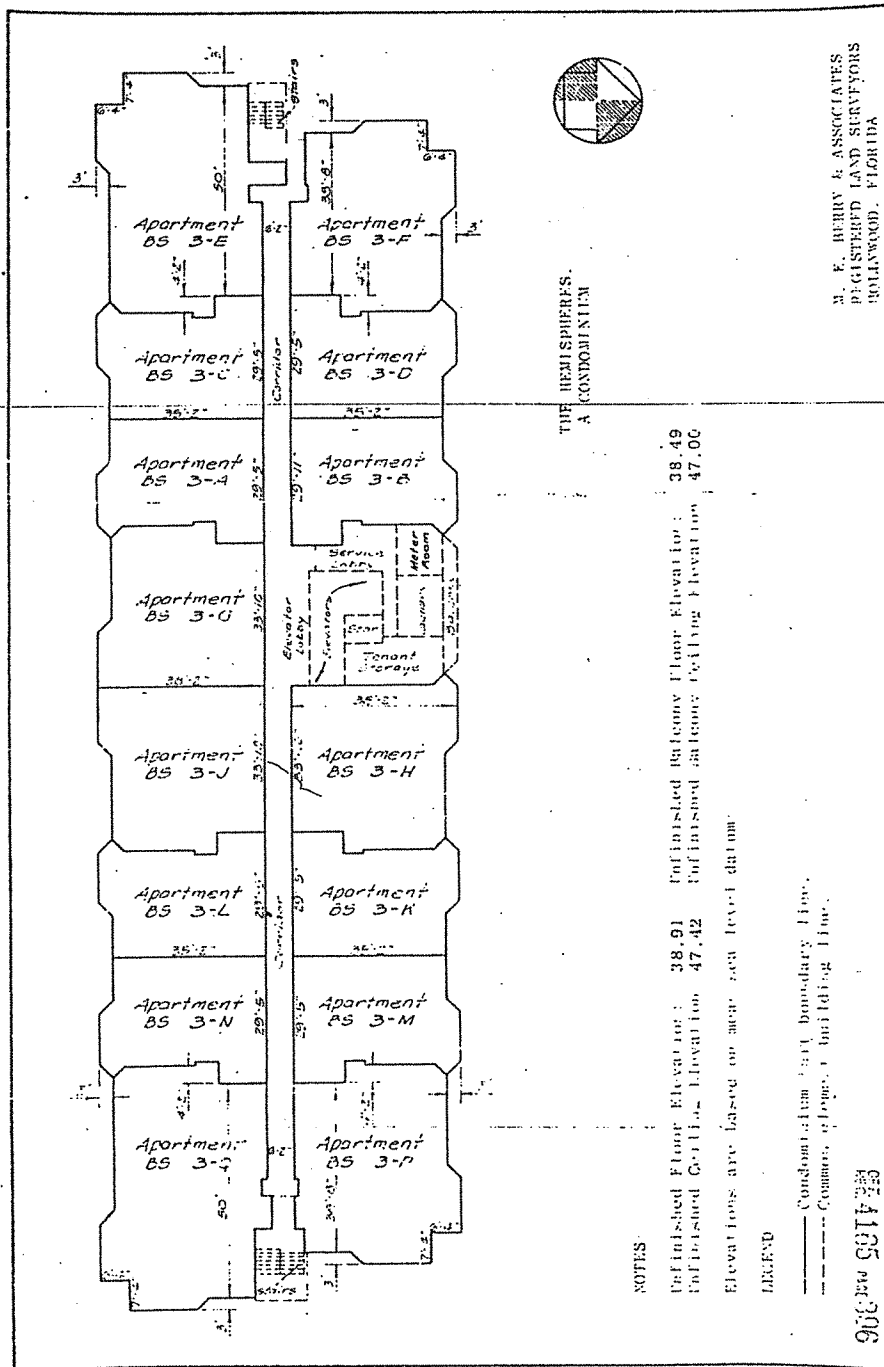


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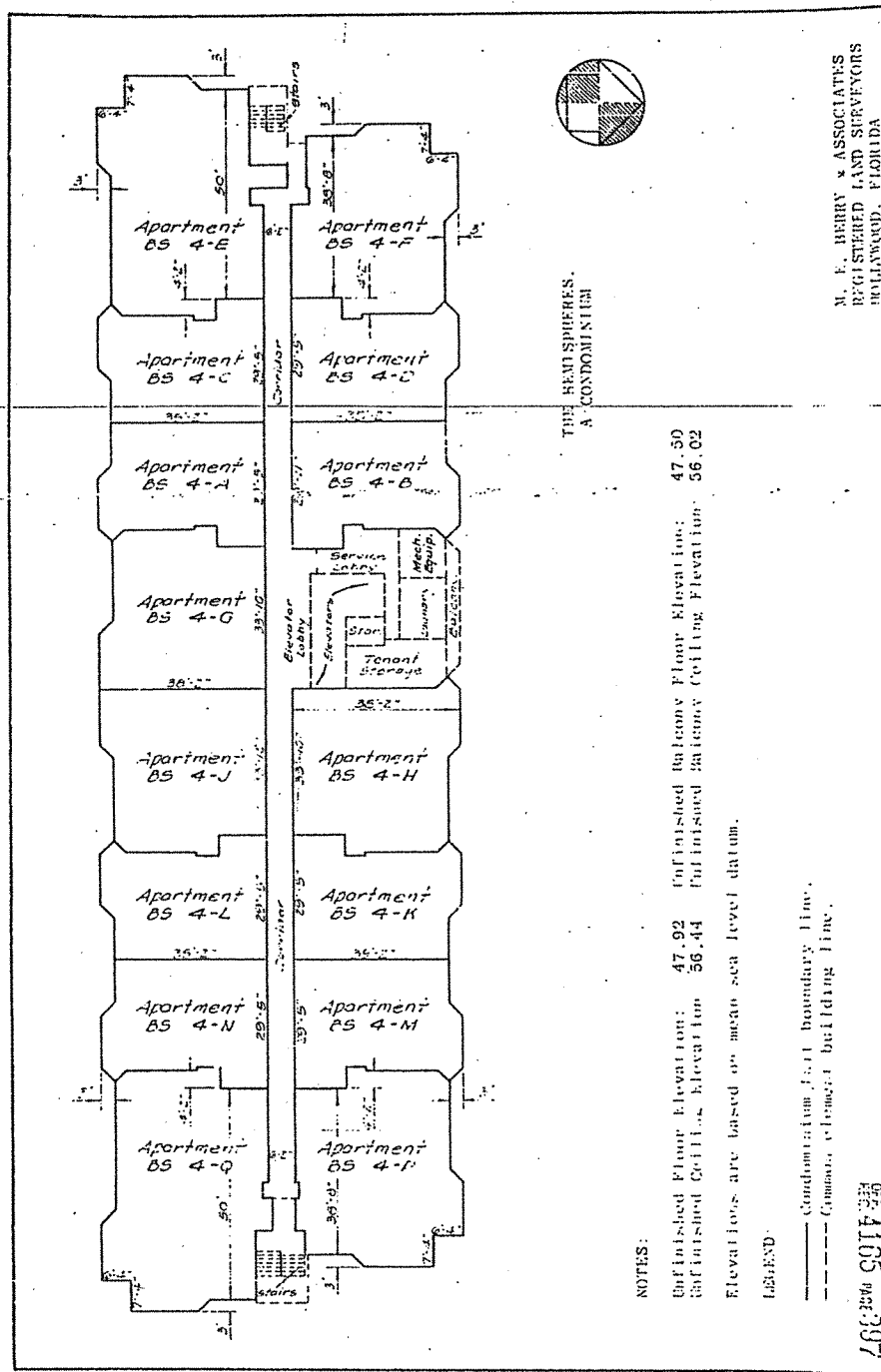


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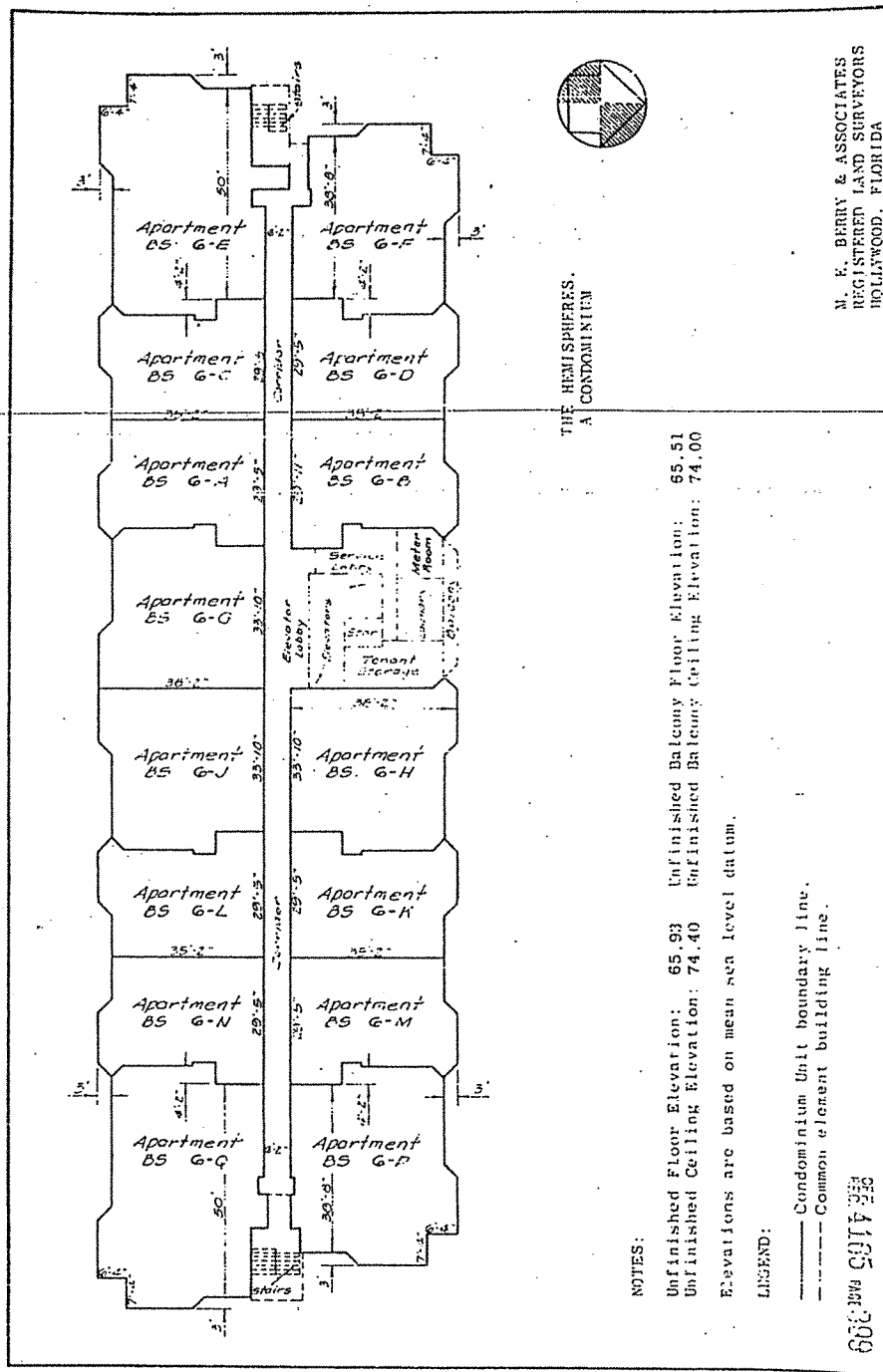
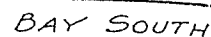


EXHIBIT B - 6th FLOOR

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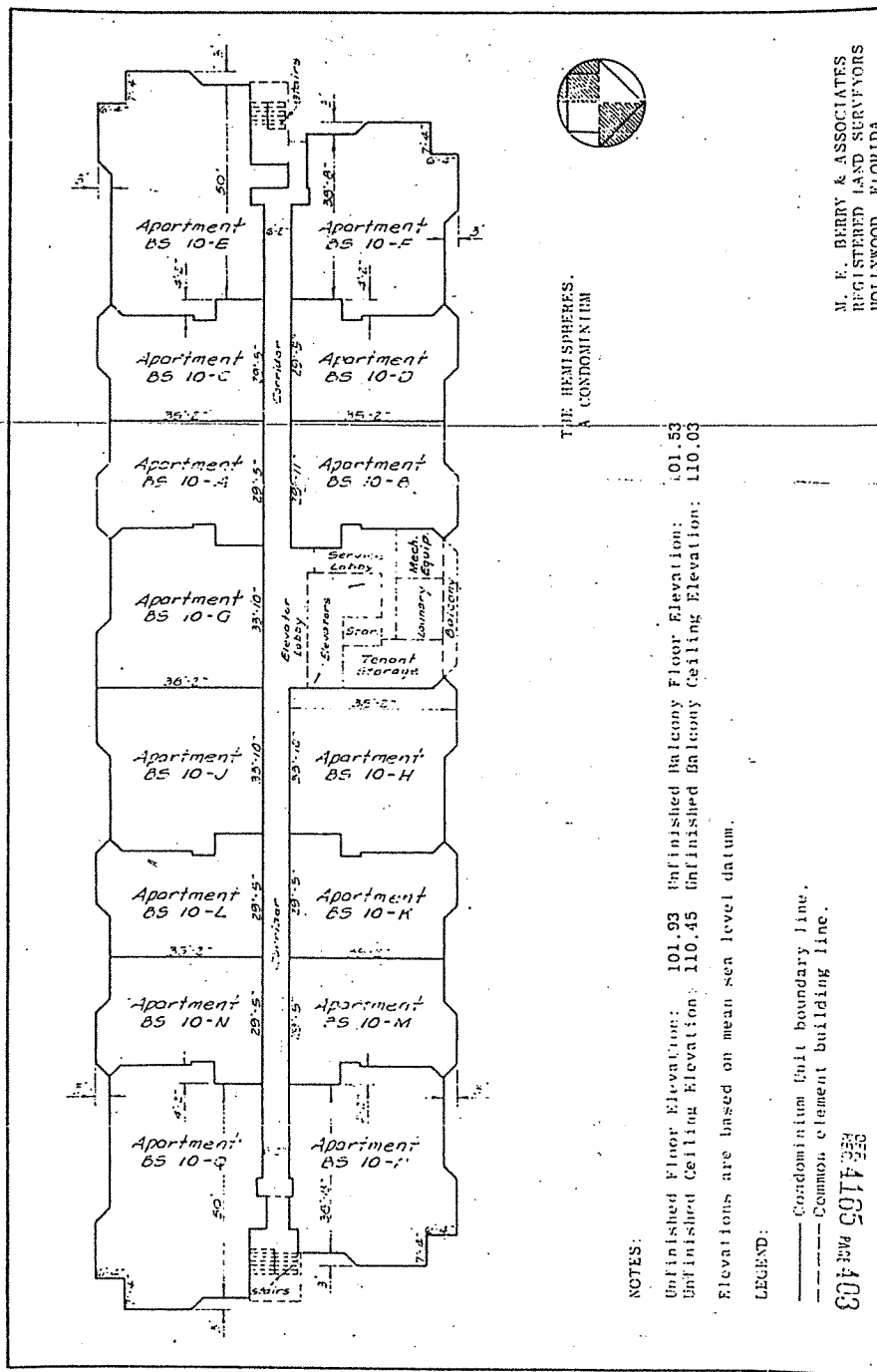
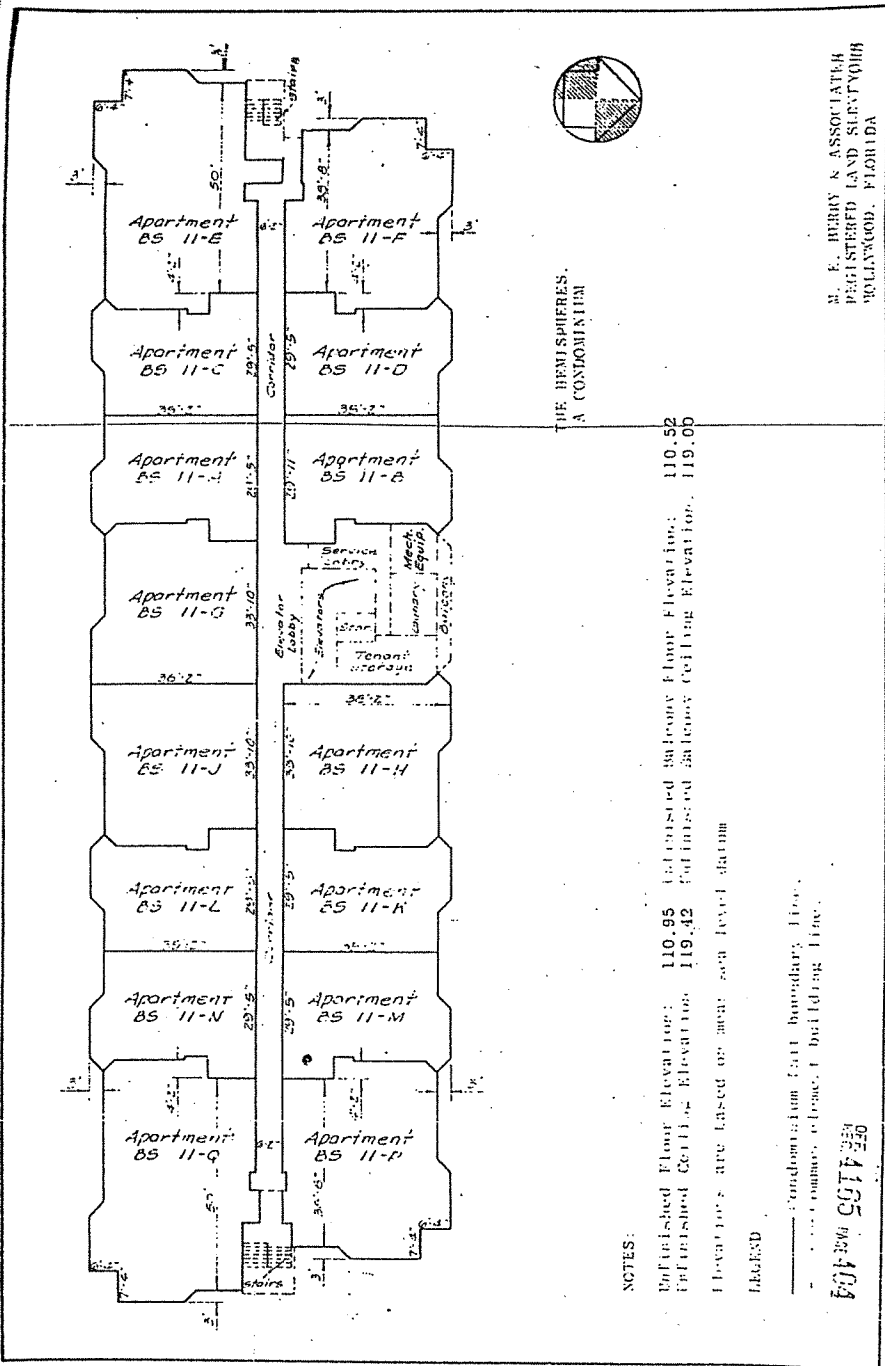


EXHIBIT B - 10th FLOOR

BAY SOUTH



M. E. HERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
TALLAHASSEE, FLORIDA

NOTES:
 1. Finished Floor Elevation: 110.85
 2. Finished Ceiling Elevation: 110.52
 3. Finished Ceiling Elevation: 119.42
 4. Finished Ceiling Elevation: 119.00
 5. All elevations are based on mean sea level datum.

LEGEND

SEE 4105 FOR 104

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BAY SOUTH

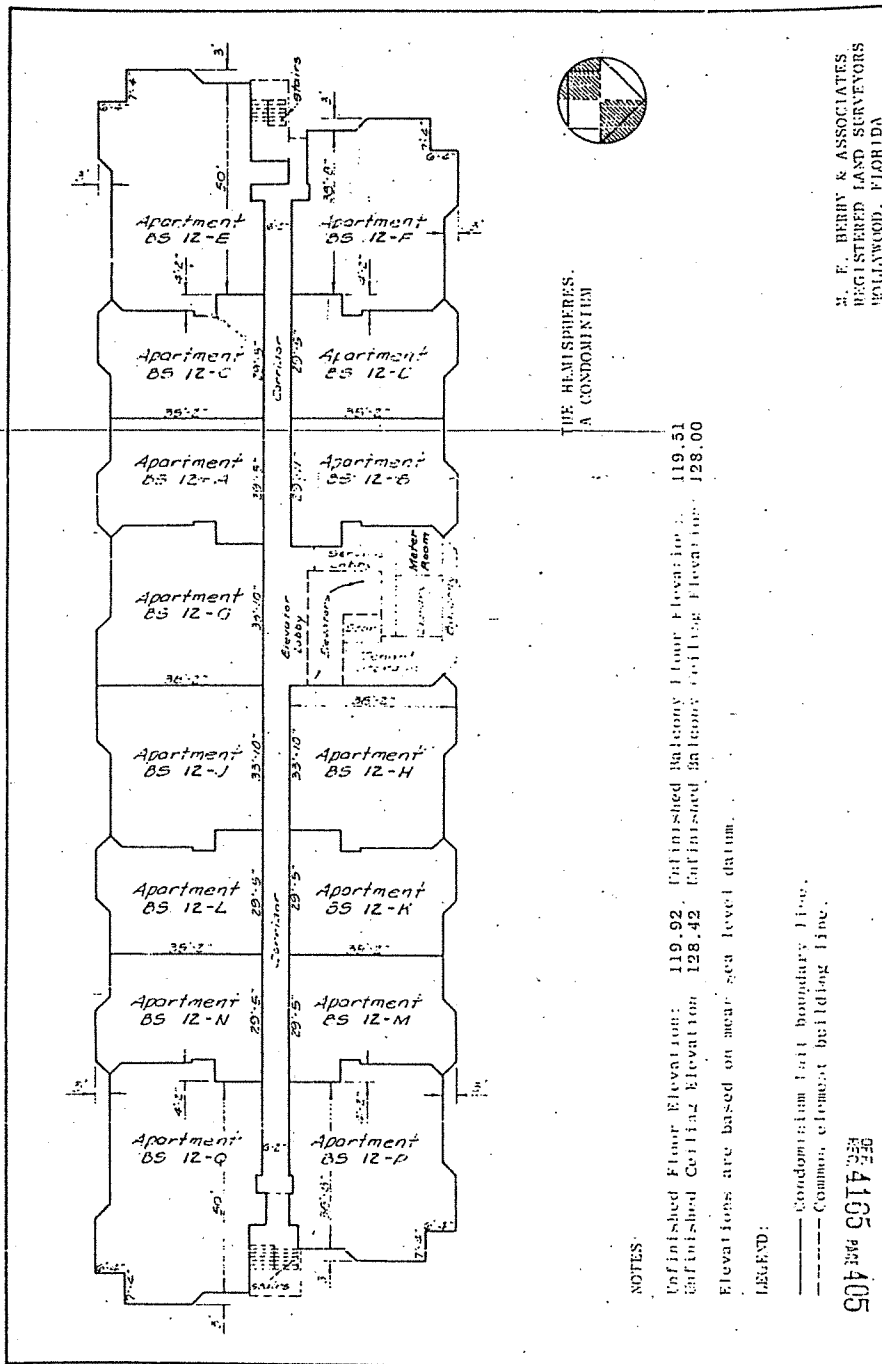


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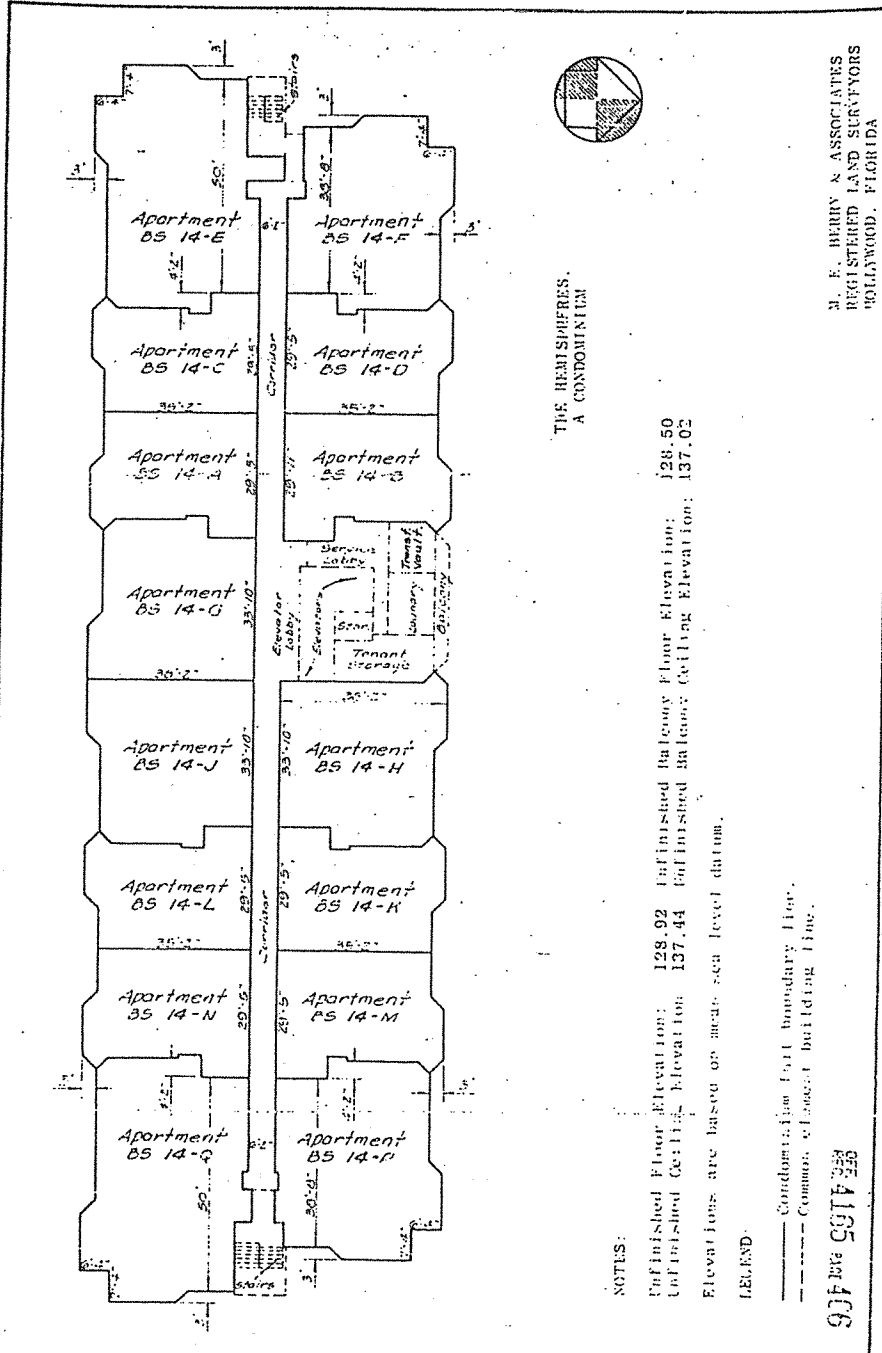


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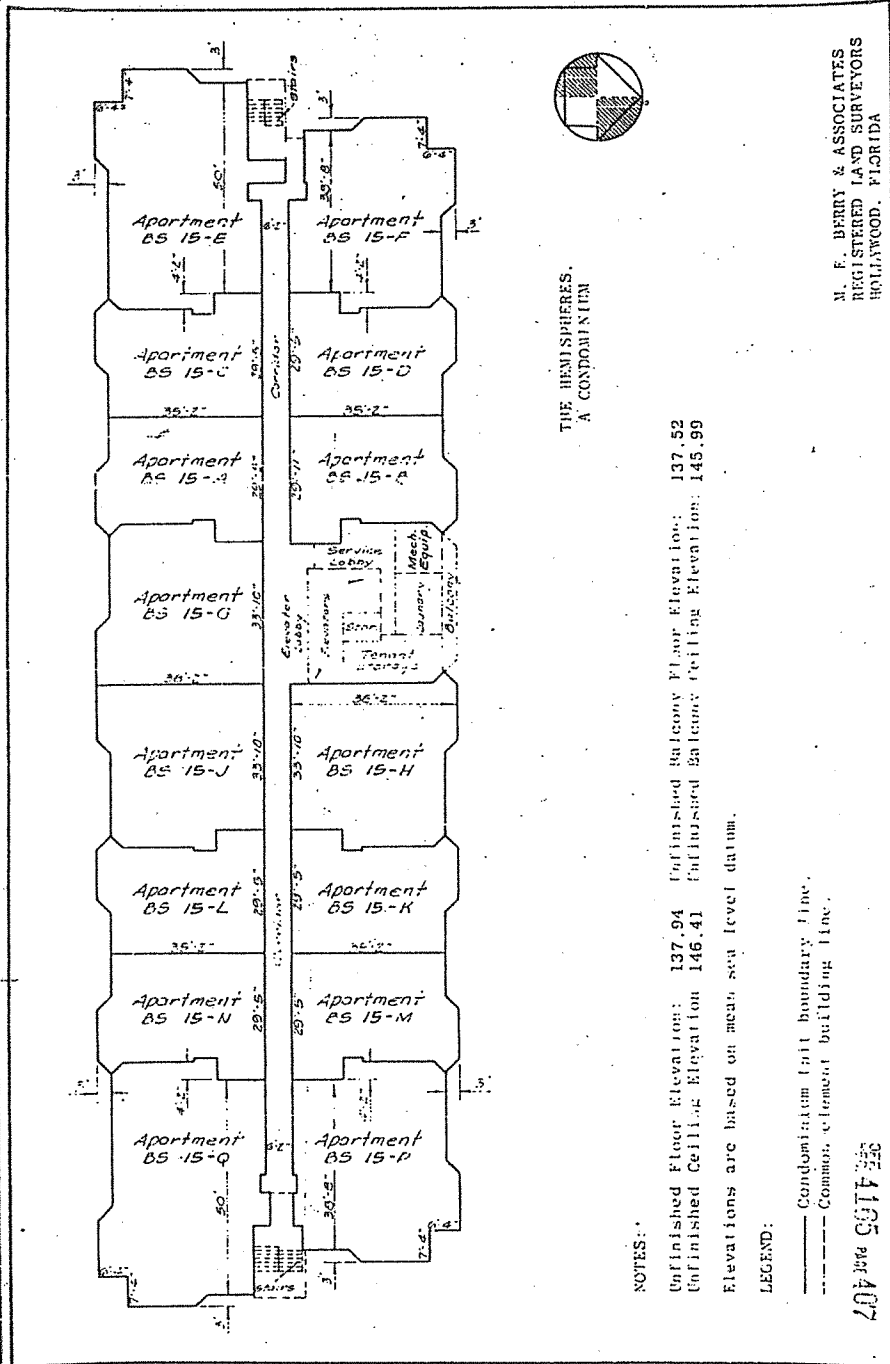


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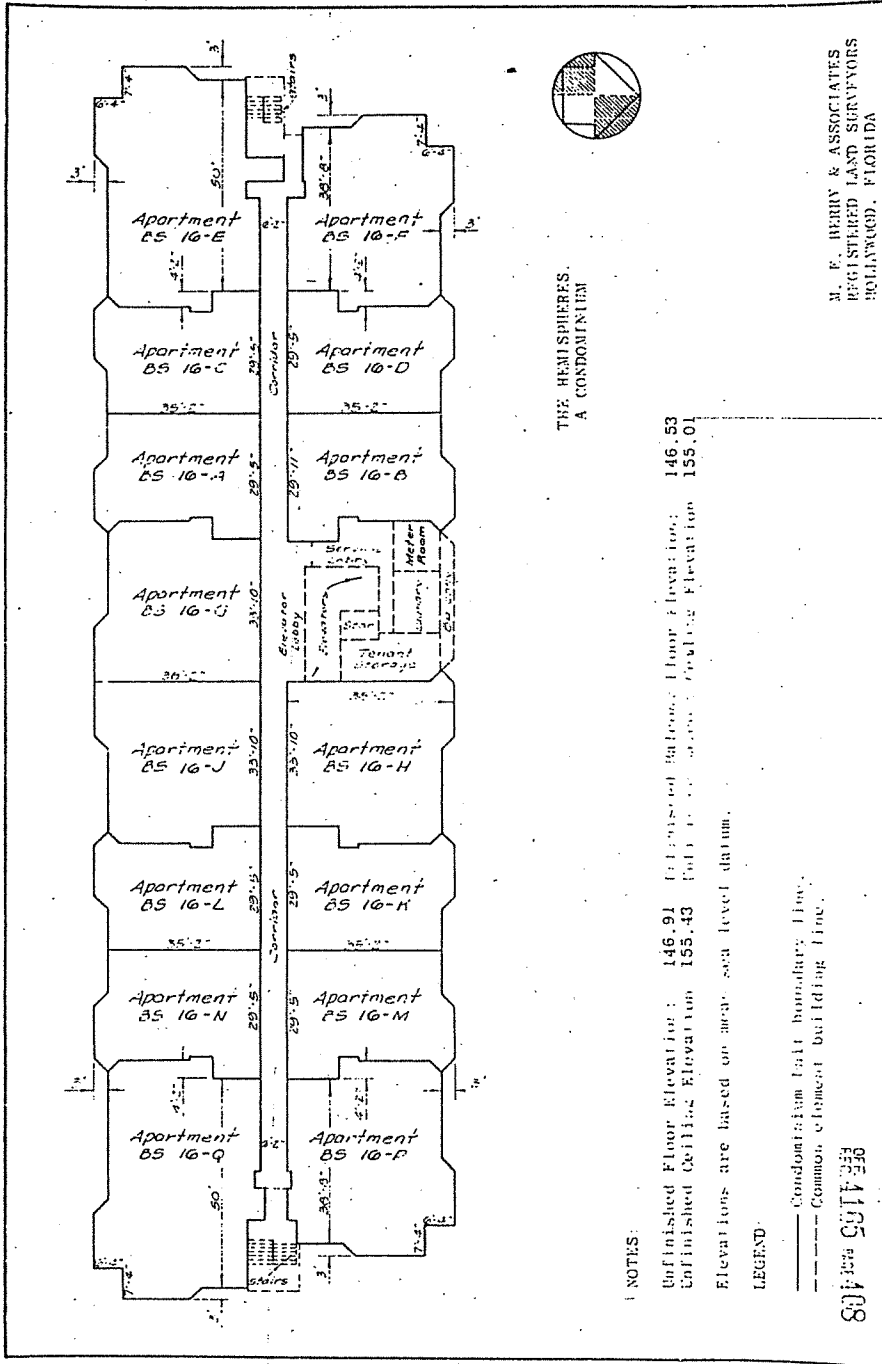


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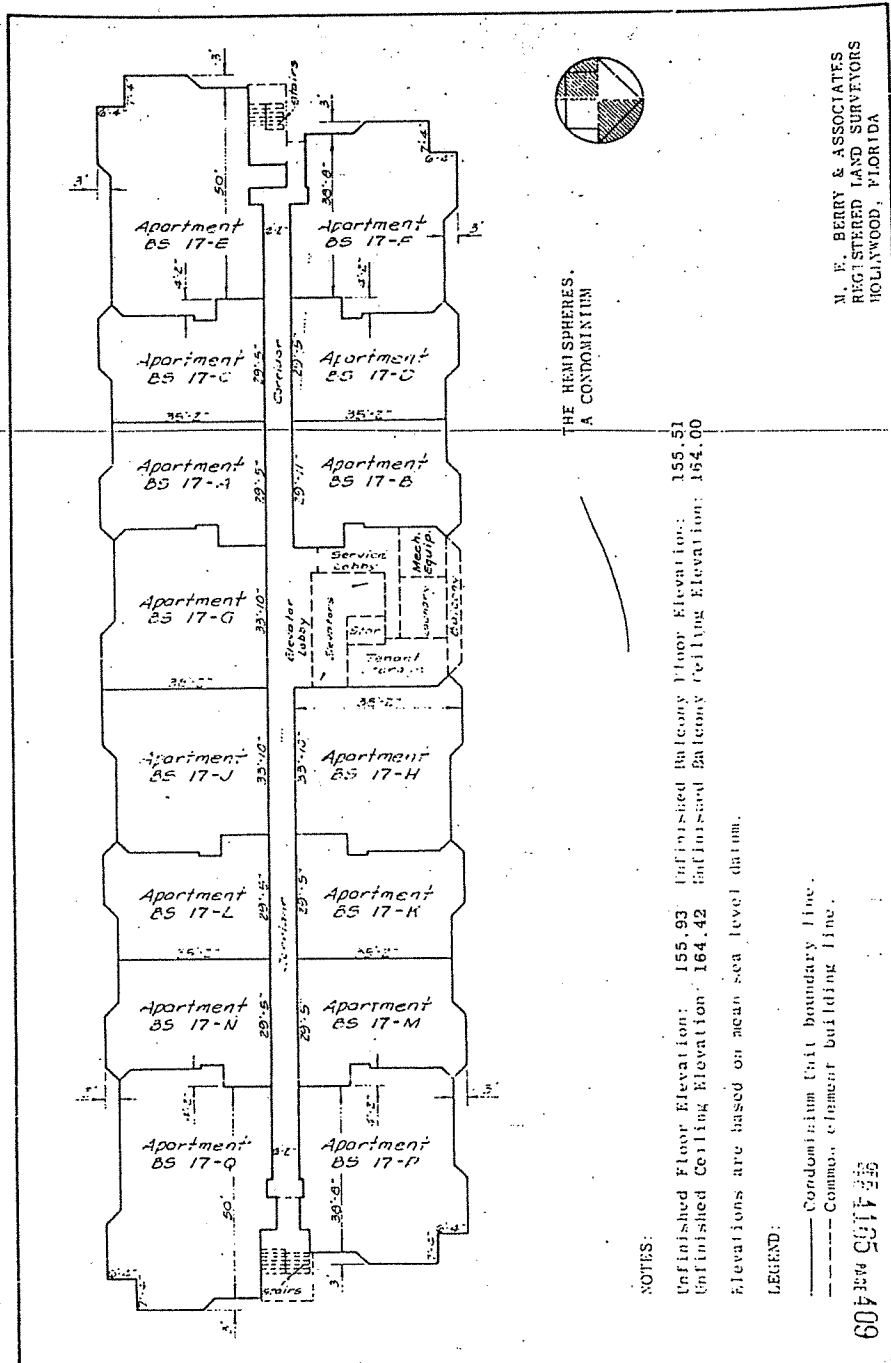


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BAY SOUTH

M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOUSTON, TEXAS

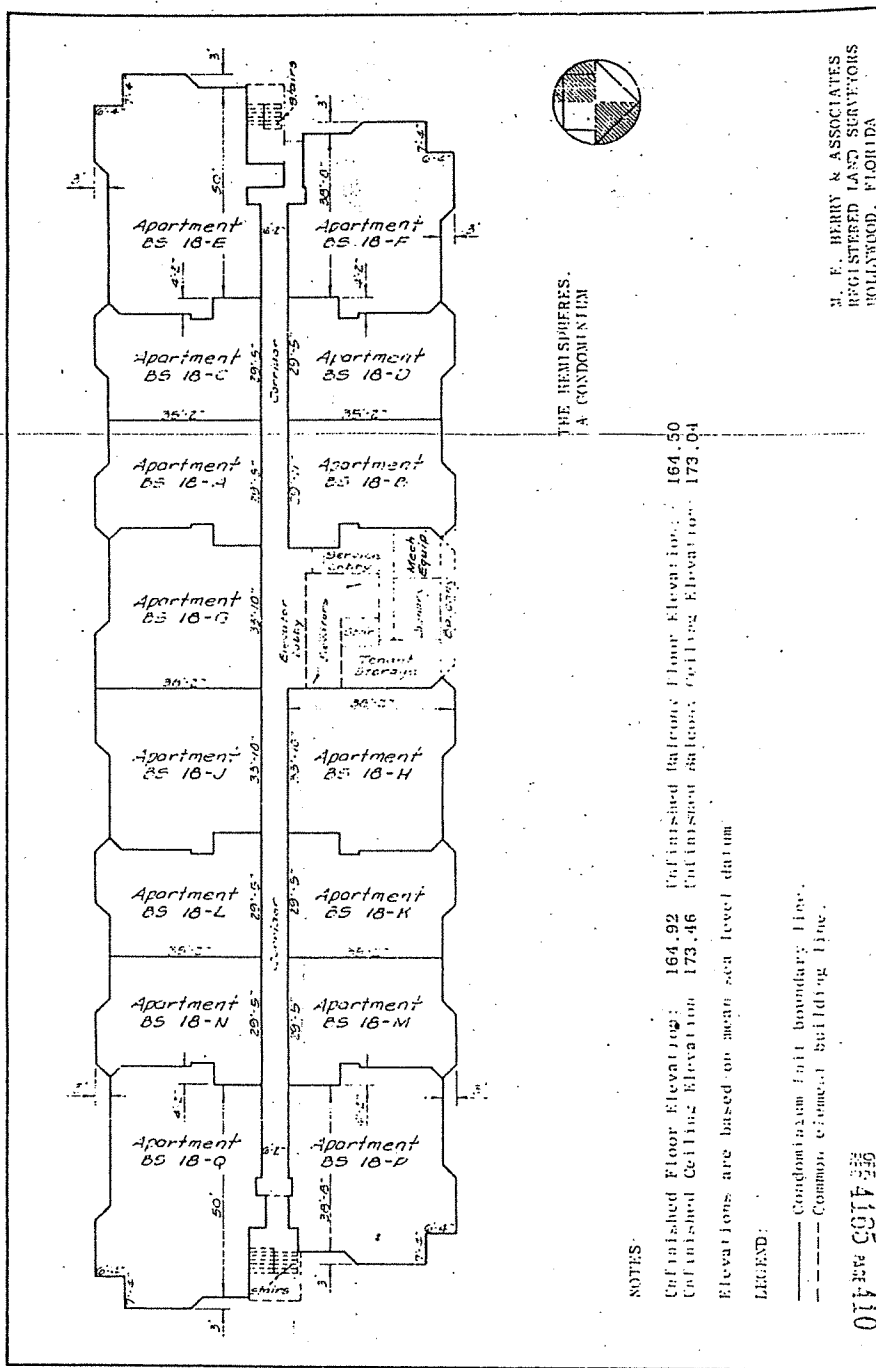


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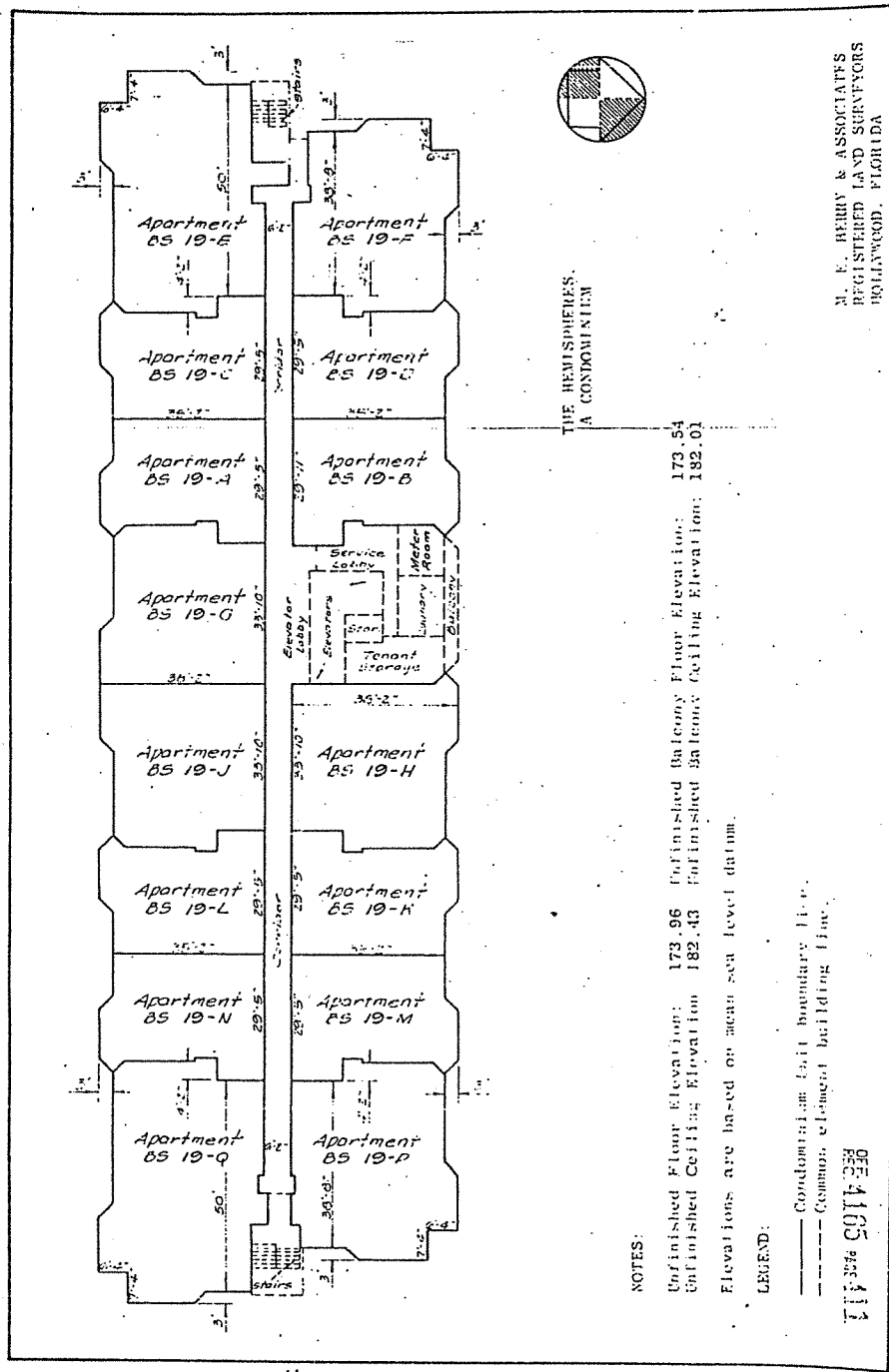


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OFF REC

BK 4165

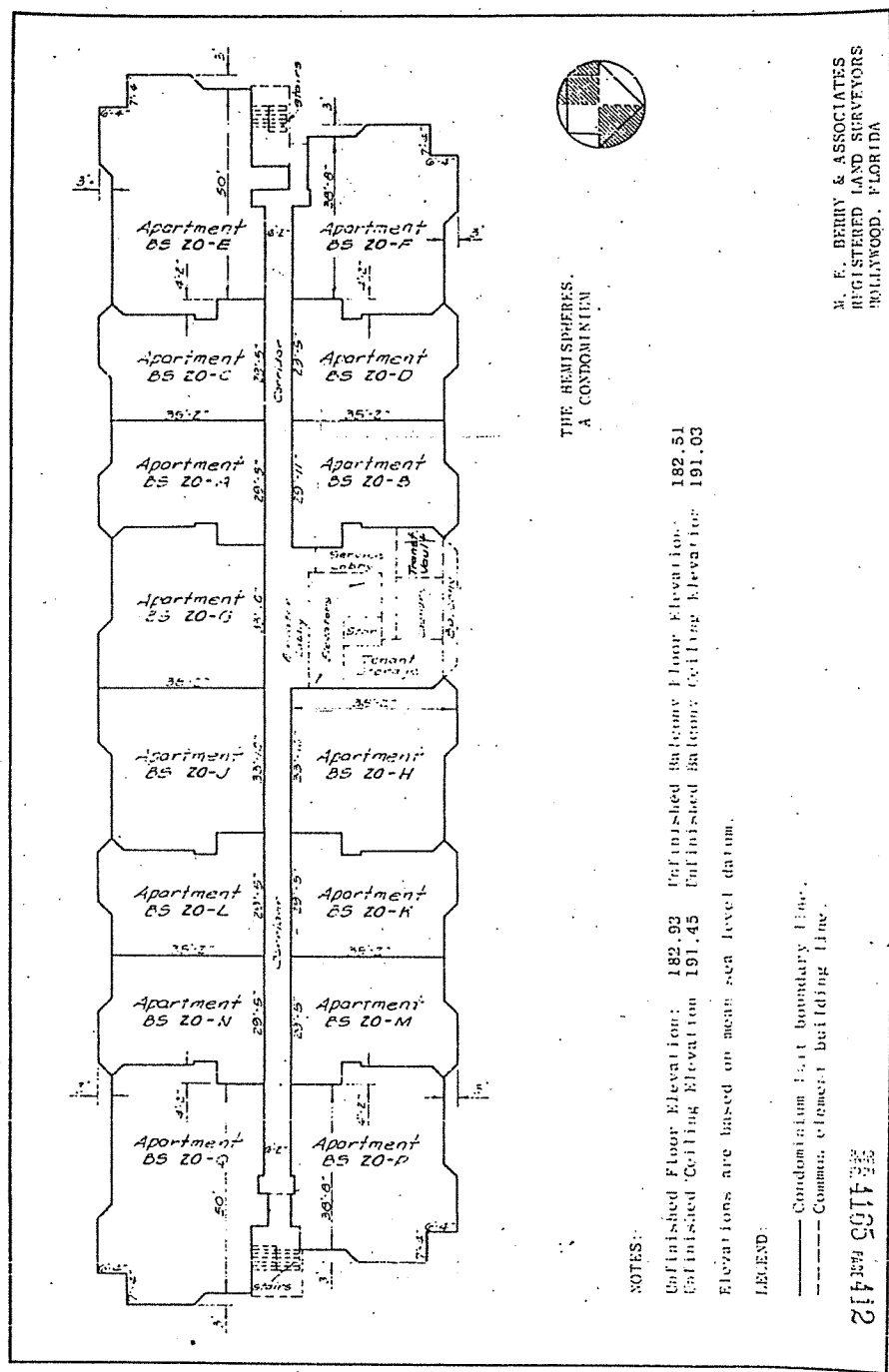


EXHIBIT B - 20th FLOOR

BAY SOUTH

BK 4165

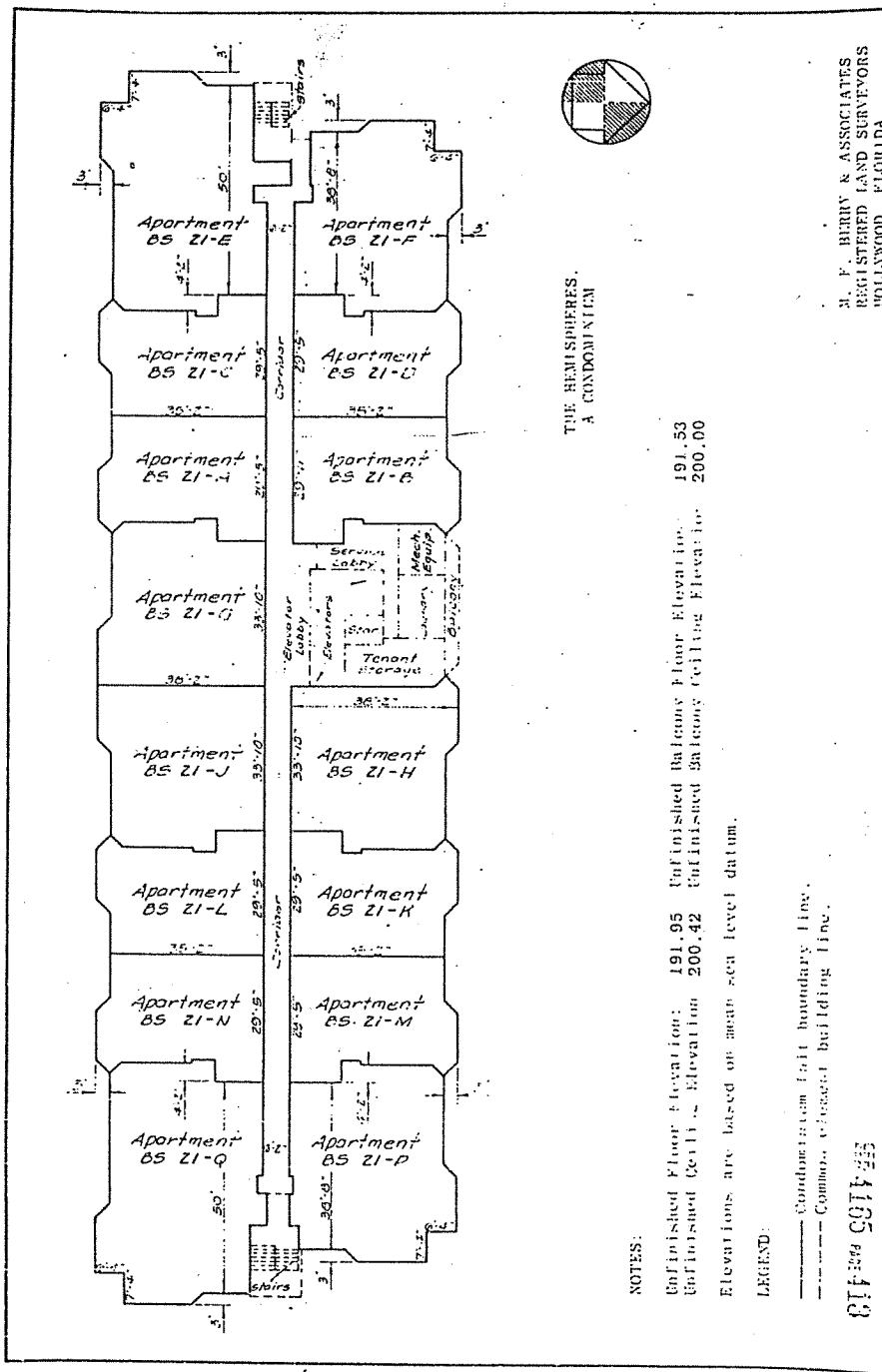
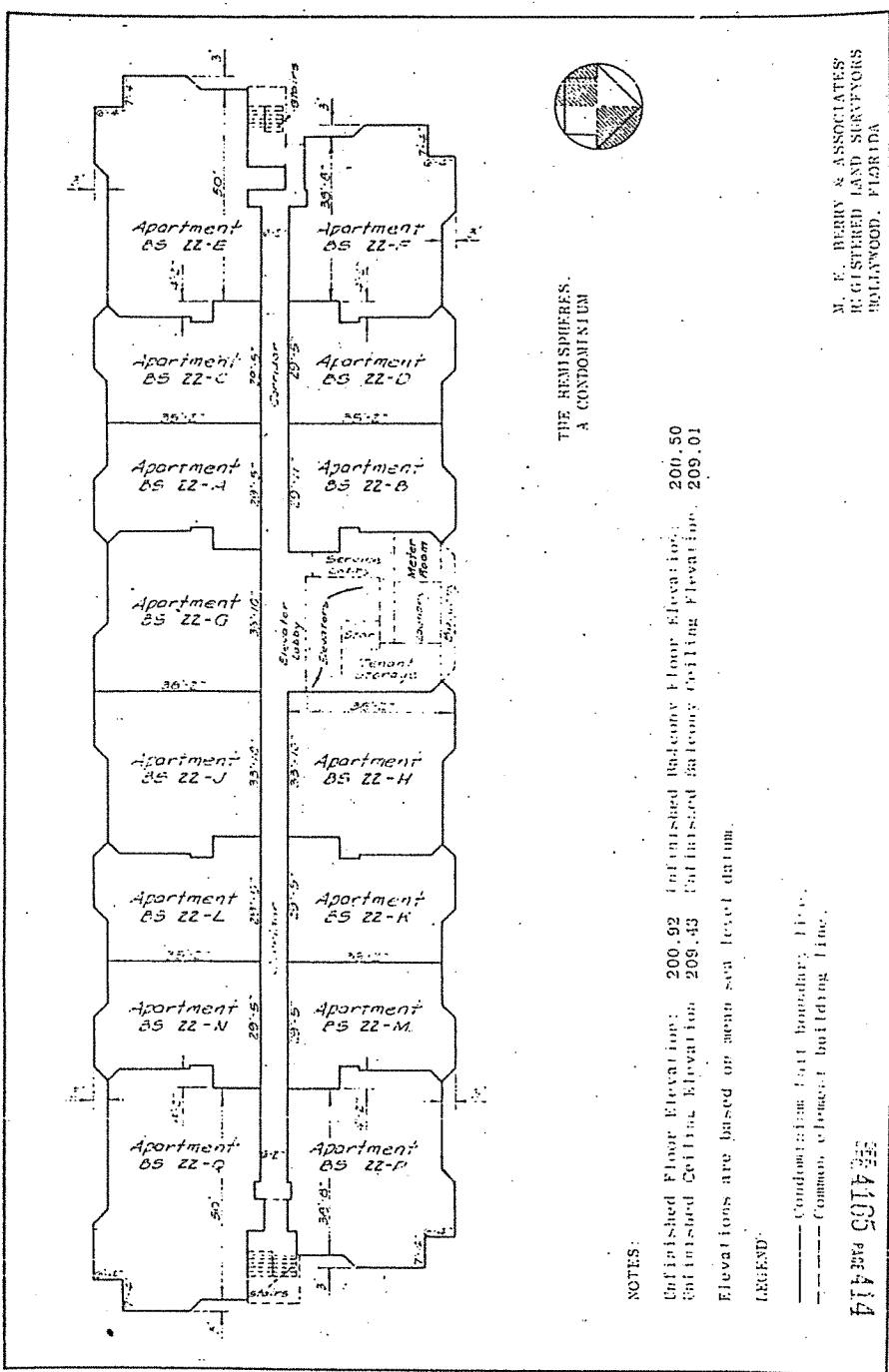


EXHIBIT B - 21ST FLOOR

BAY SOUTH

M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

BK 4165



THE HEMISPHERES.
A CONDOMINIUM

NOTES:

Unfinished Floor Elevation: 200.92 Unfinished Balcony Floor Elevation: 200.50
 Unfinished Ceiling Elevation: 209.43 Unfinished Balcony Ceiling Elevation: 209.01
 Elevations are based on mean sea level datum.

LEGEND:

----- Condominium Unit Boundary Line.
 - - - - - Common Element Building Line.

M. E. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

SEE 4105 PAGE 414

EXHIBIT B - 22nd FLOOR

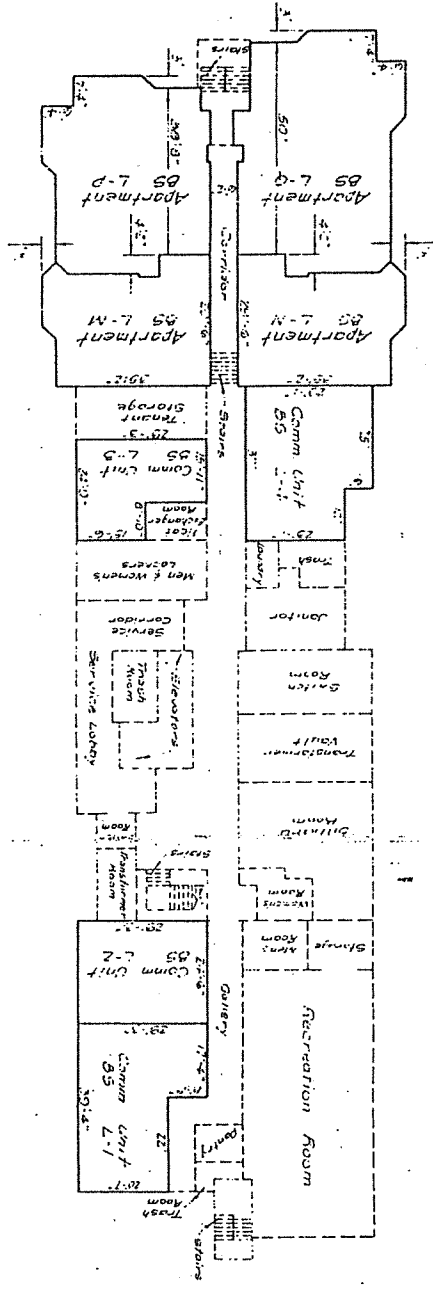
BAY SOUTH

BK 4151



EXHIBIT B - GROUND FLOOR

BAY SOUTH



NOTES:

COMMERCIAL UNITS:

Unfinished Floor Elevation: 6.59 Unfinished Ceiling Elevation: 20.26

APARTMENT UNITS:

Unfinished Floor Elevation: 11.76 Unfinished Balcony Floor Elevation: 11.34

Unfinished Ceiling Elevation: 20.26 Unfinished Balcony Ceiling Elevation: 19.84

Elevations are based on mean sea level datum.

LEGEND:

----- Condominium Unit Boundary Line.
----- Common element building line.

THE HEMISPHERES,
A CONDOMINIUM



M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

606 4165 203

BN 4165

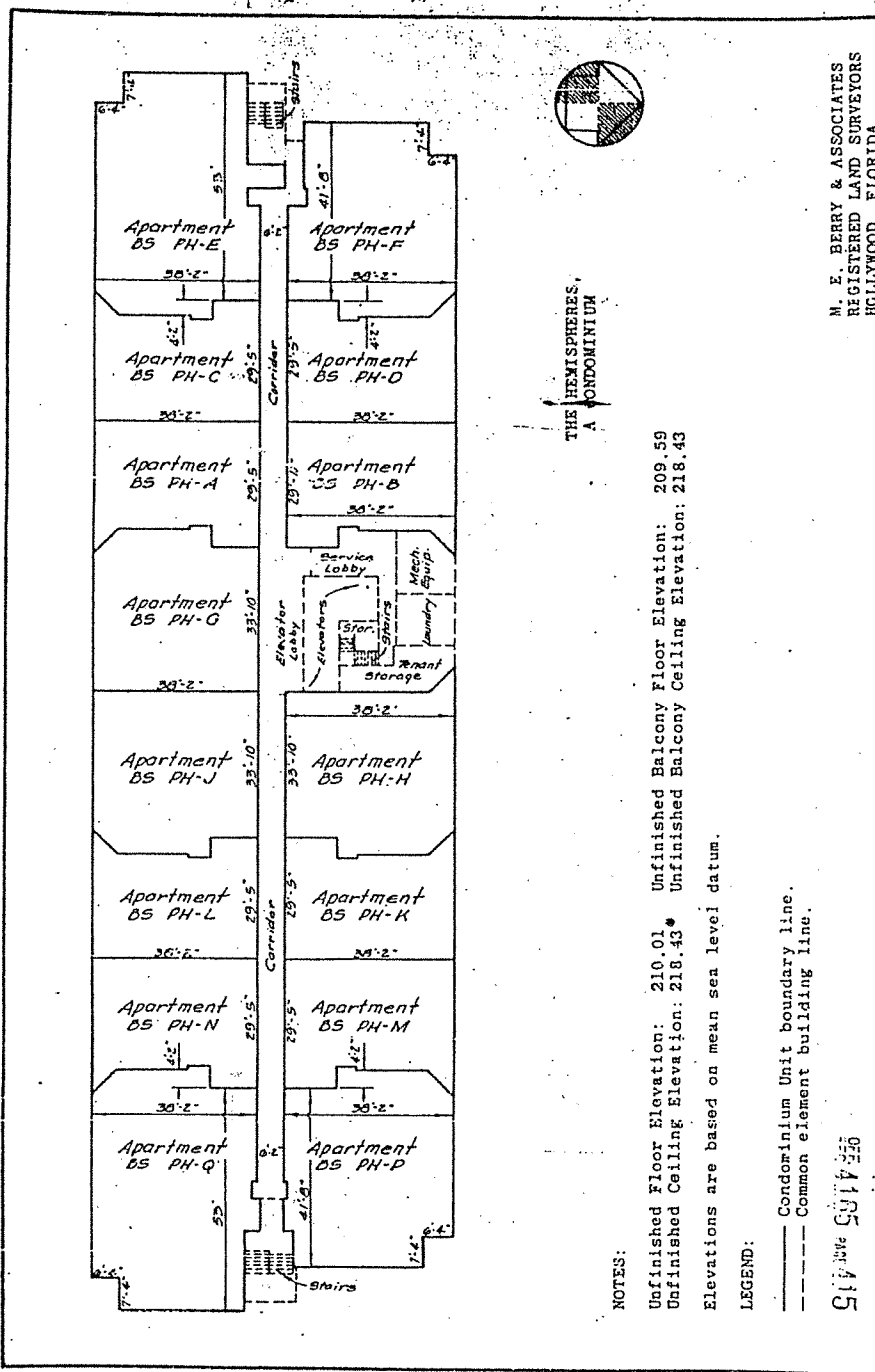


EXHIBIT B - PENTHOUSE

BAY SOUTH

BK 4165

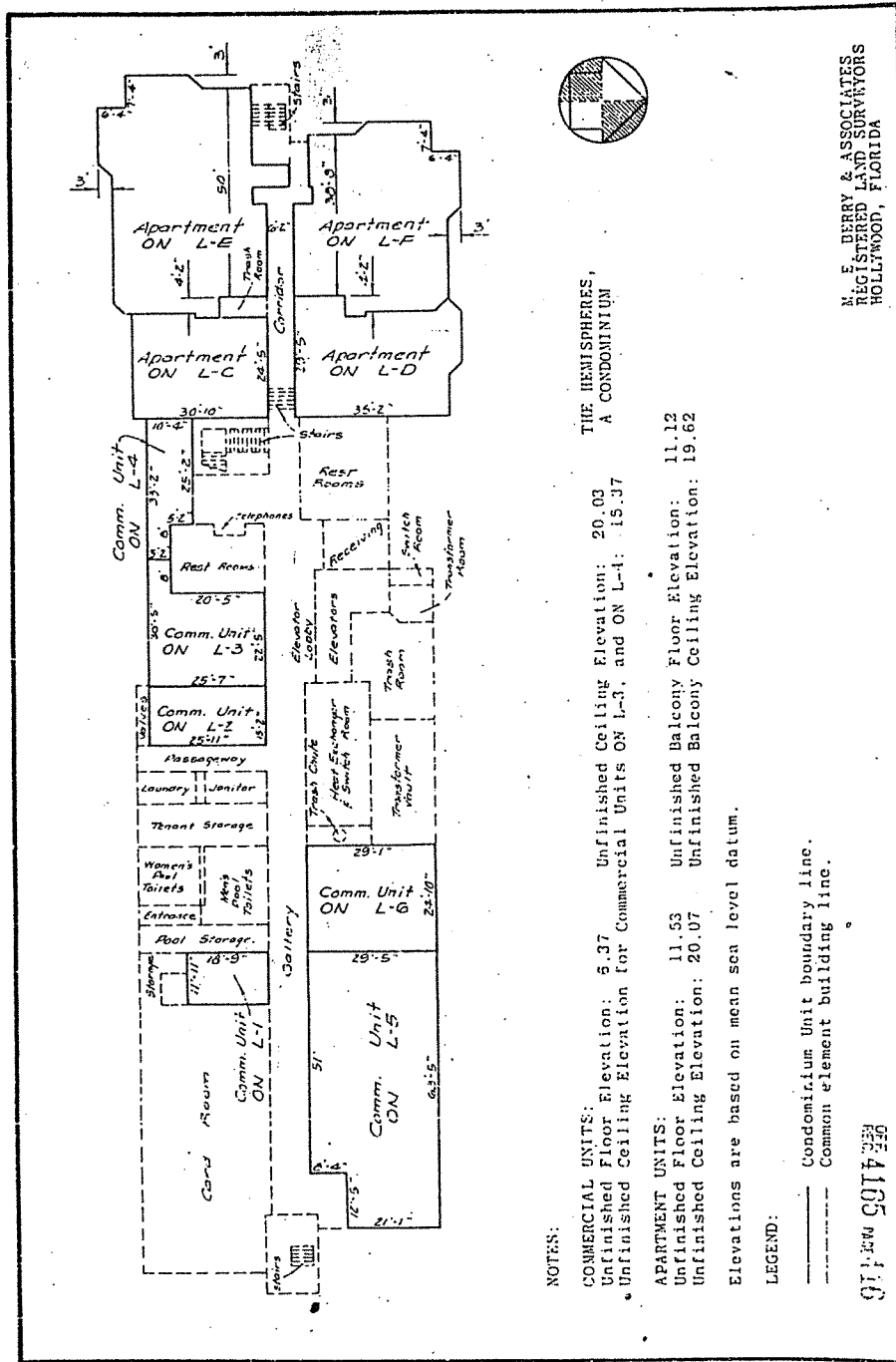


EXHIBIT B - GROUND FLOOR

OCEAN NORTH

BK 4165

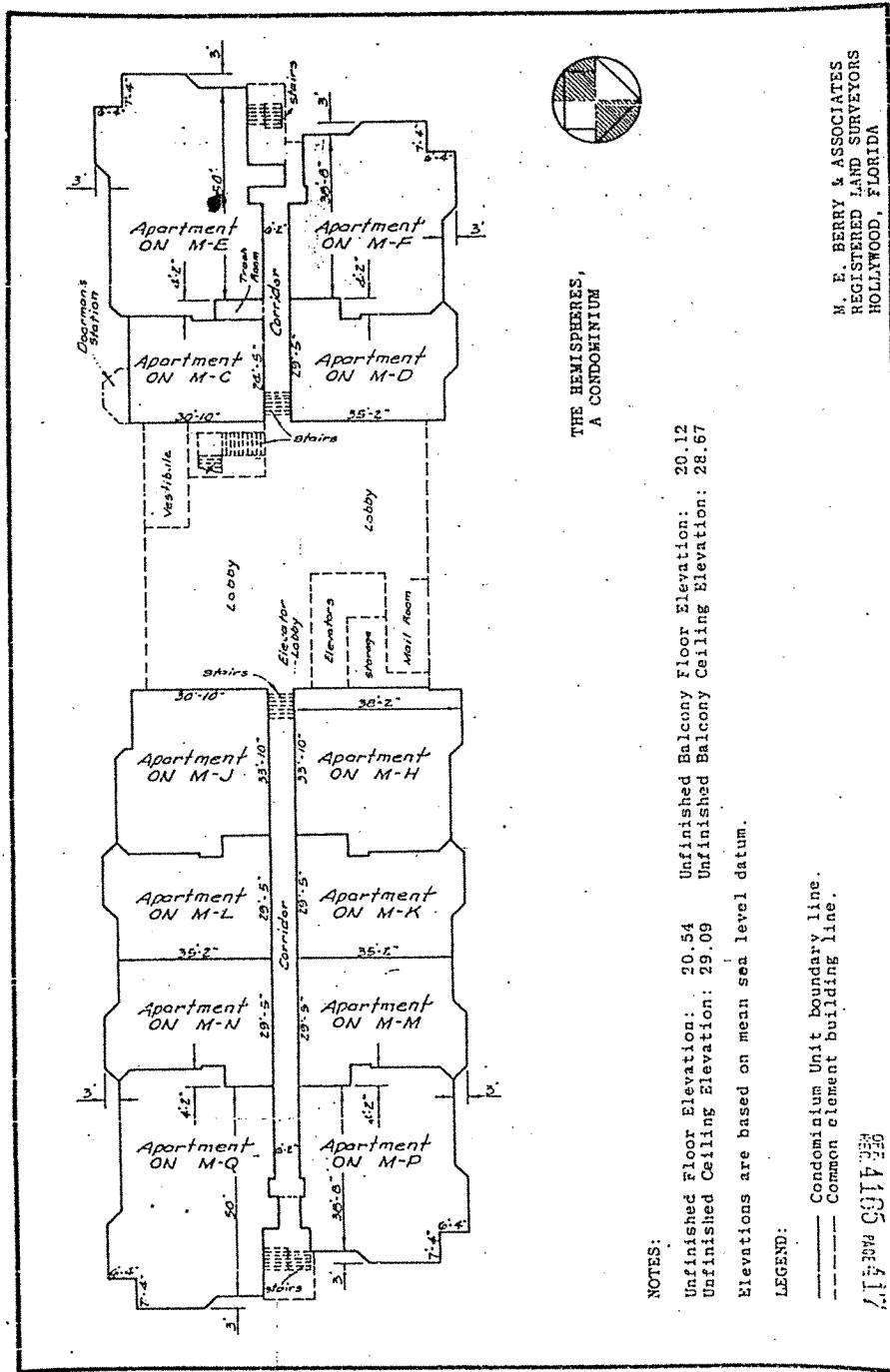


EXHIBIT B - MEZZANINE

OCEAN NORTH

BK 4165

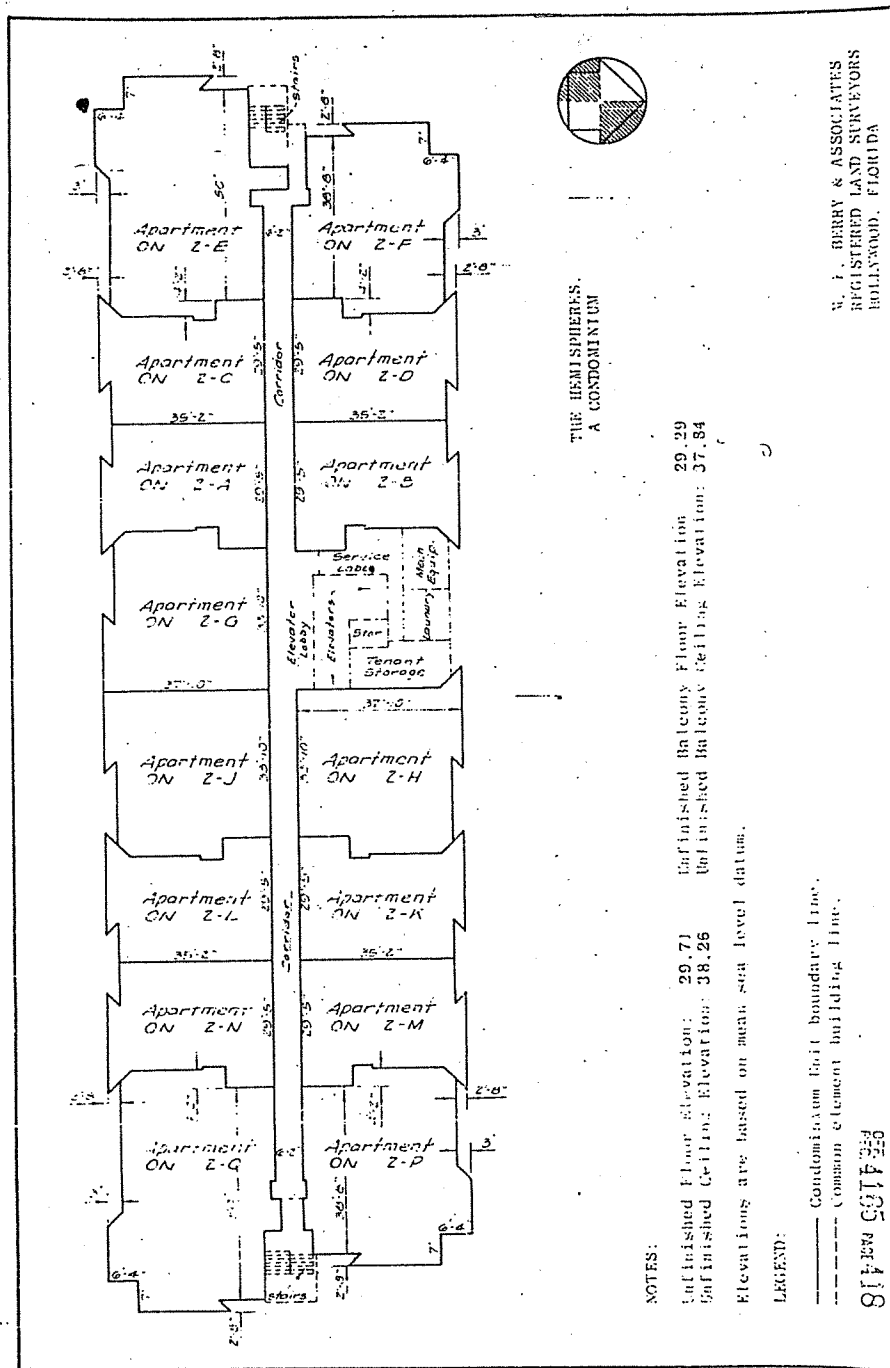
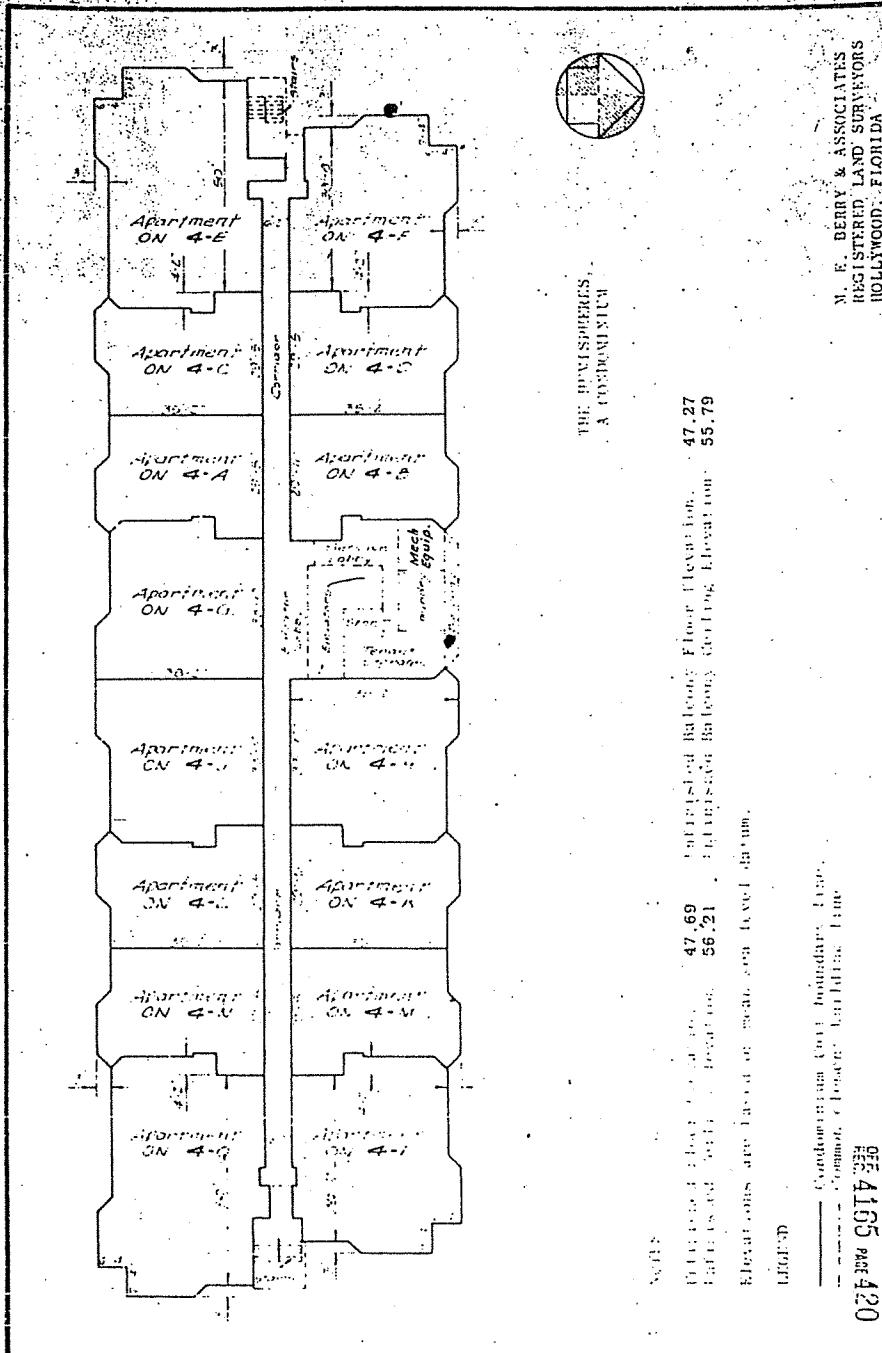


EXHIBIT B - 2nd FLOOR

OCEAN NORTH

OCEAN NORTH

BN 4155

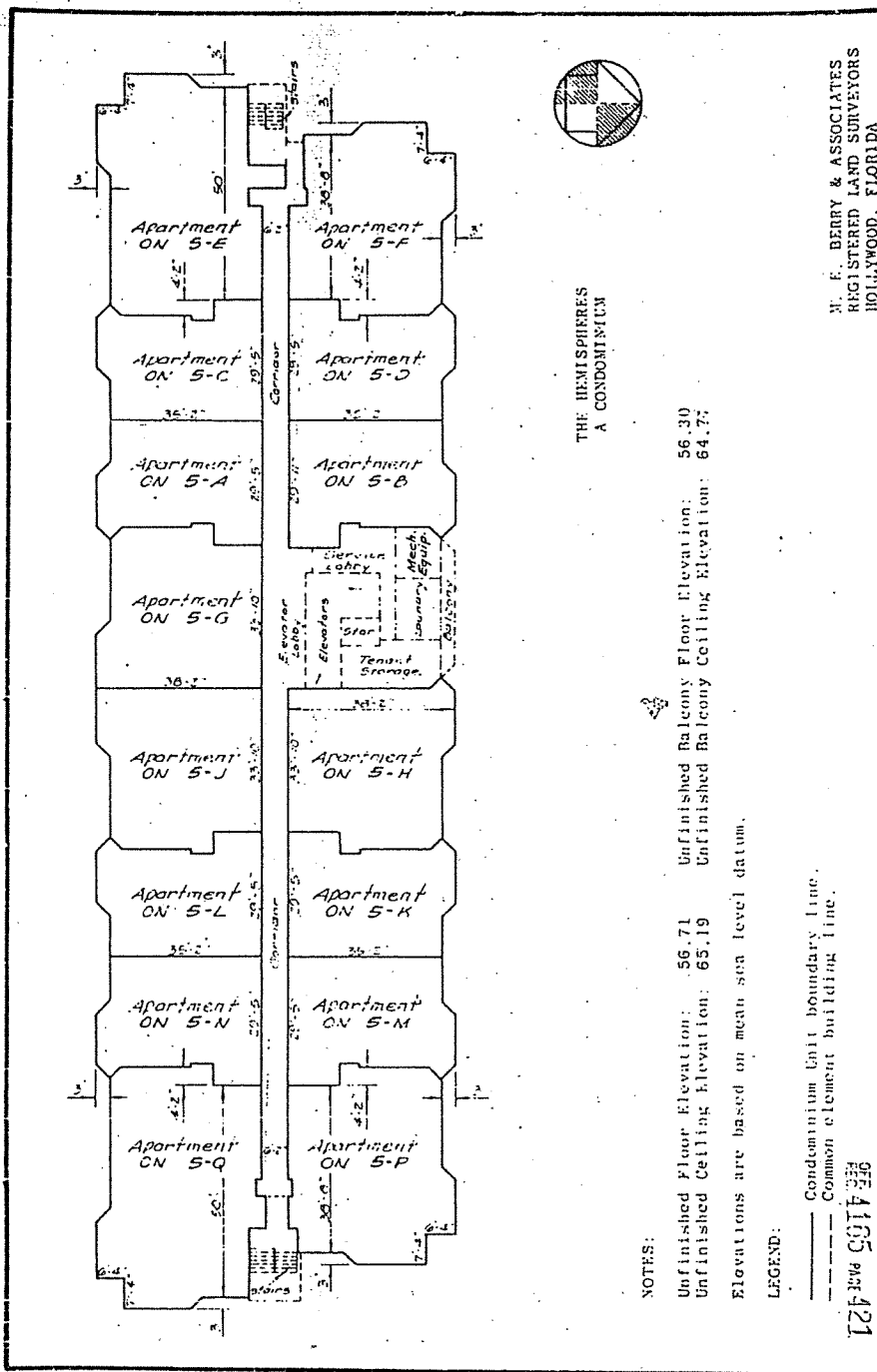


N. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B - 4th FLOOR

OCEAN NORTH

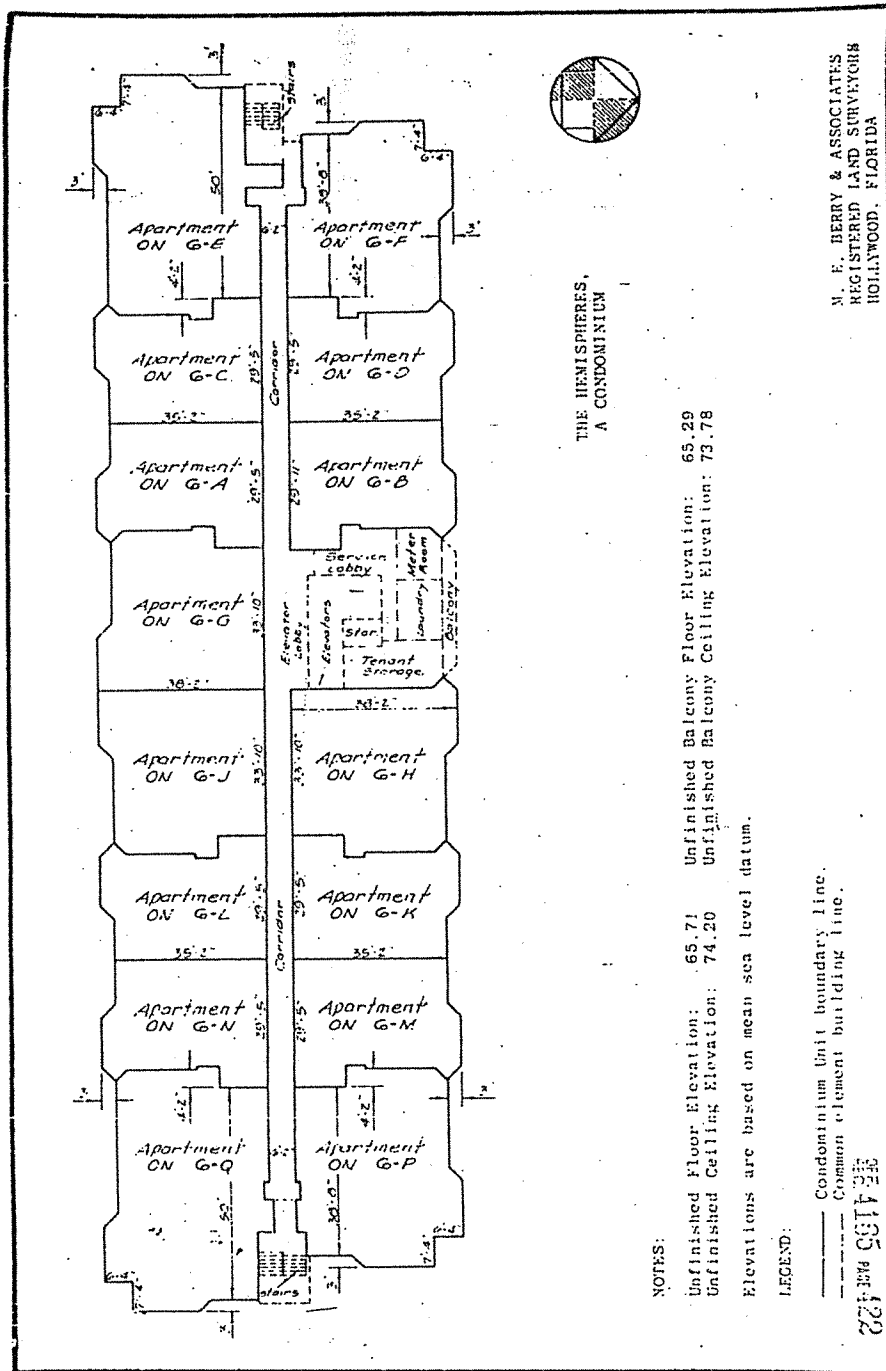
BK 4165



N. F. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B - 5th FLOOR

OCEAN NORTH



M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B - 6th FLOOR

OCEAN NORTH

BK 4165

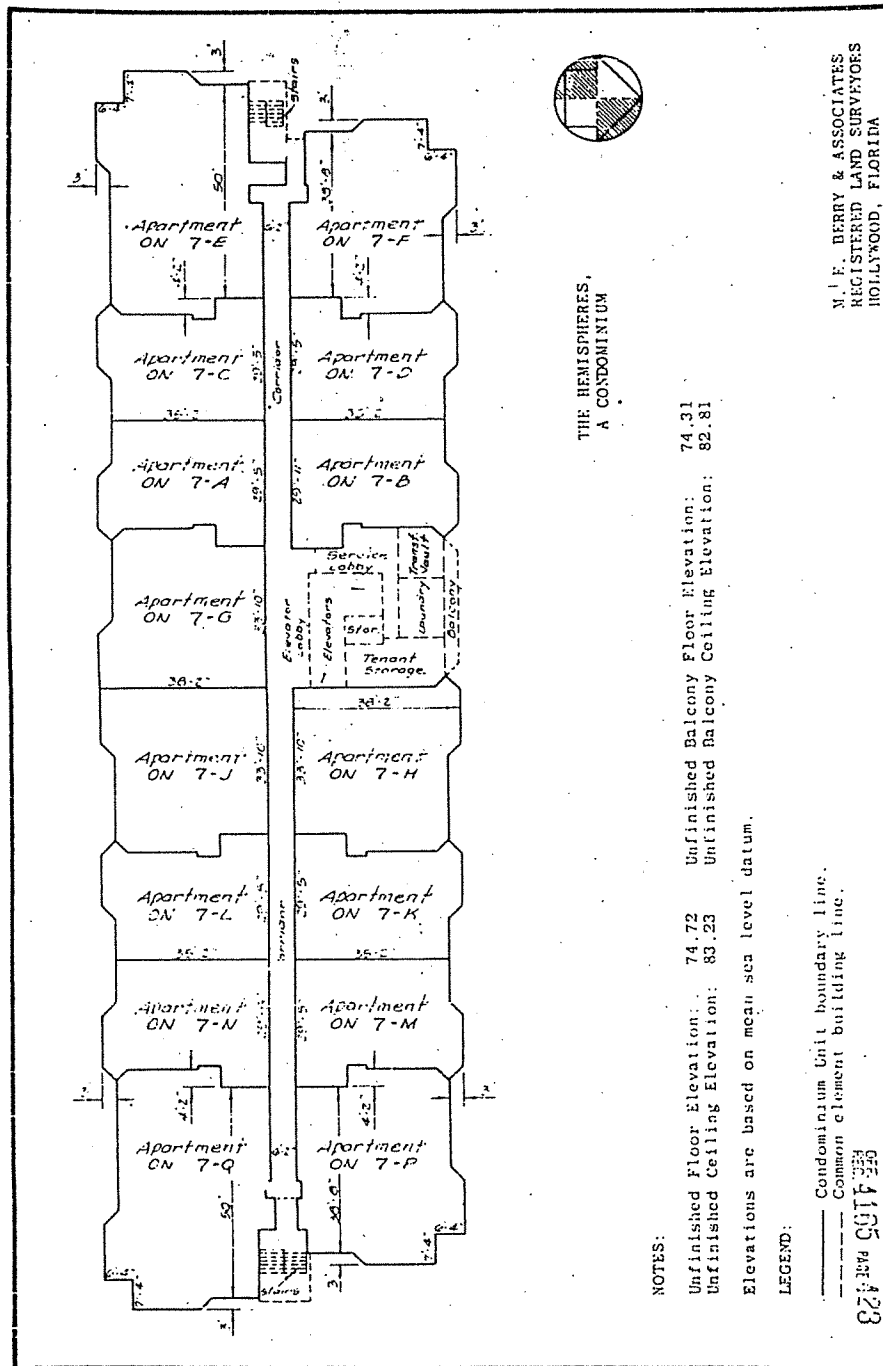


EXHIBIT B - 7th FLOOR

OCEAN NORTH

M. E. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

BK 4165

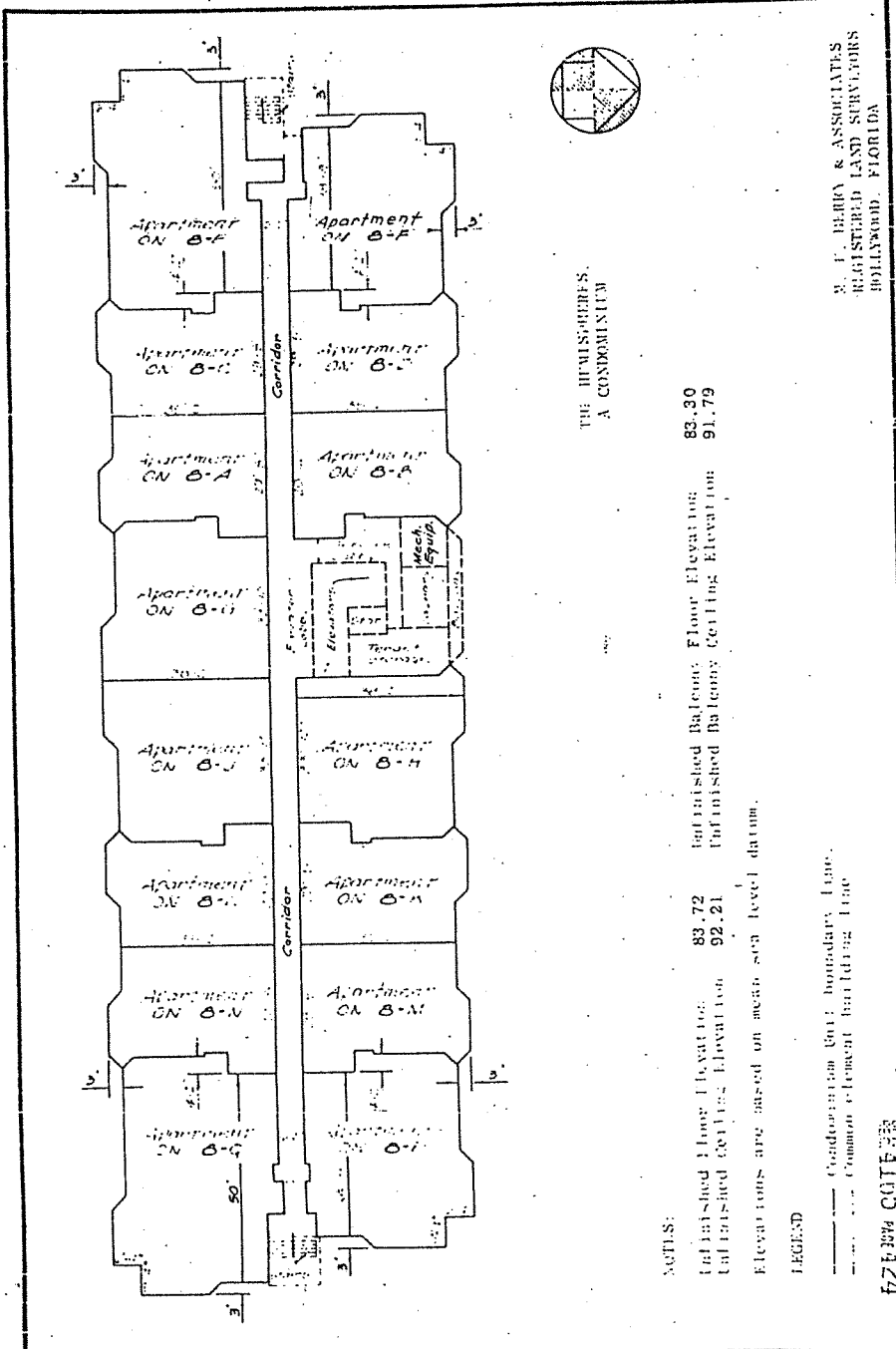


EXHIBIT B - 8th FLOOR. OCEAN NORTH

OFF REC

BK 4165

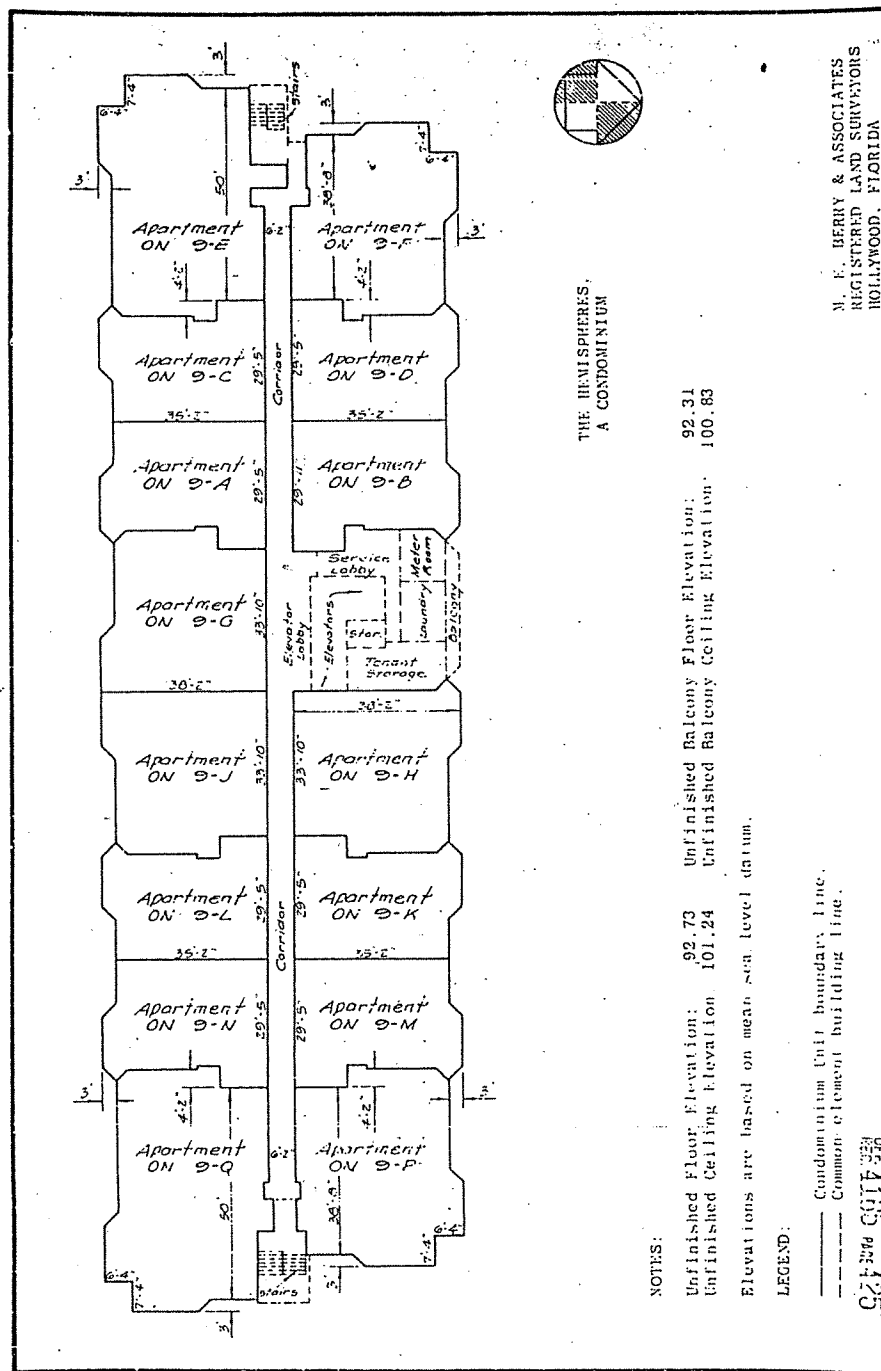
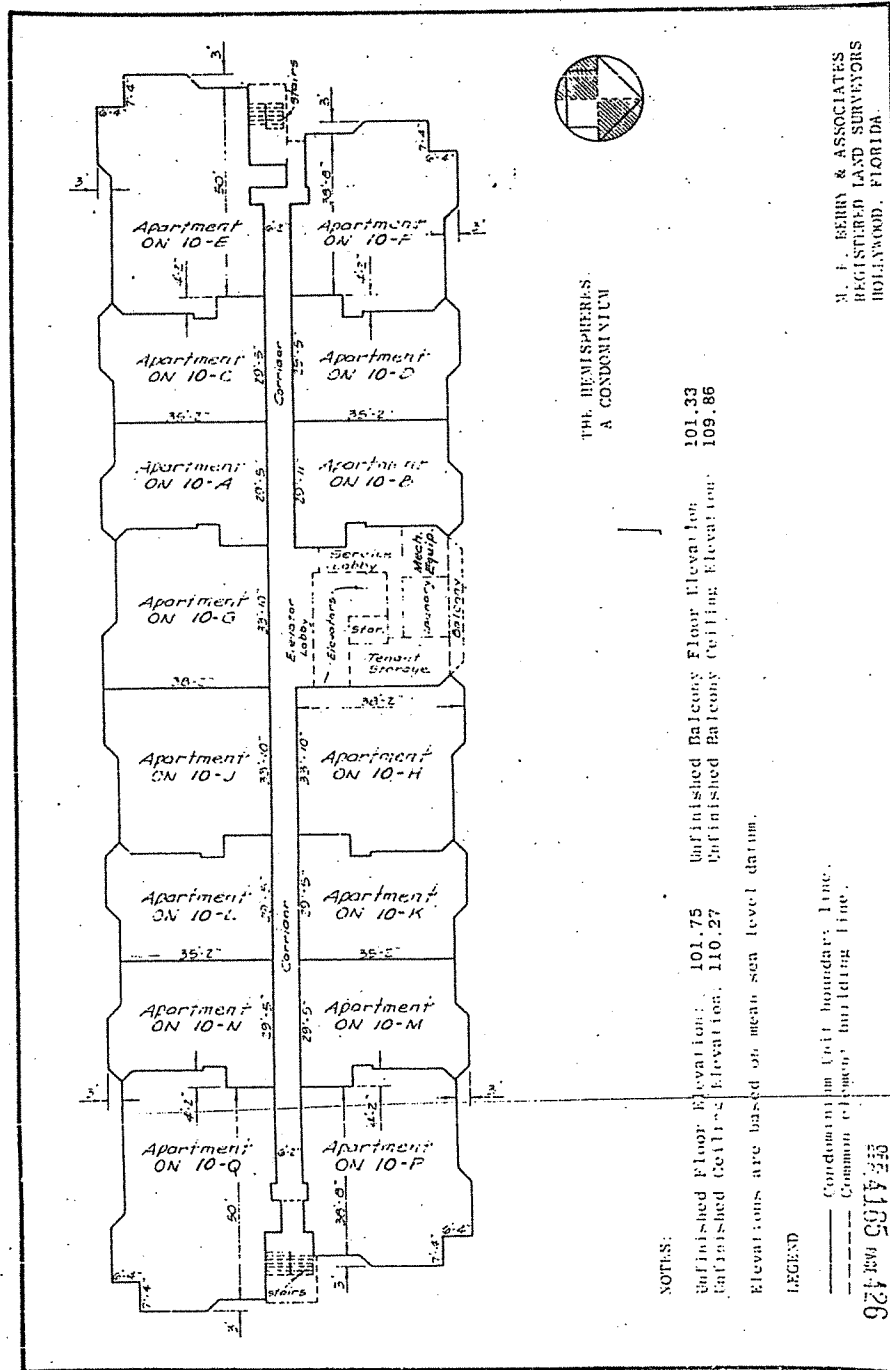


EXHIBIT B - 9th FLOOR

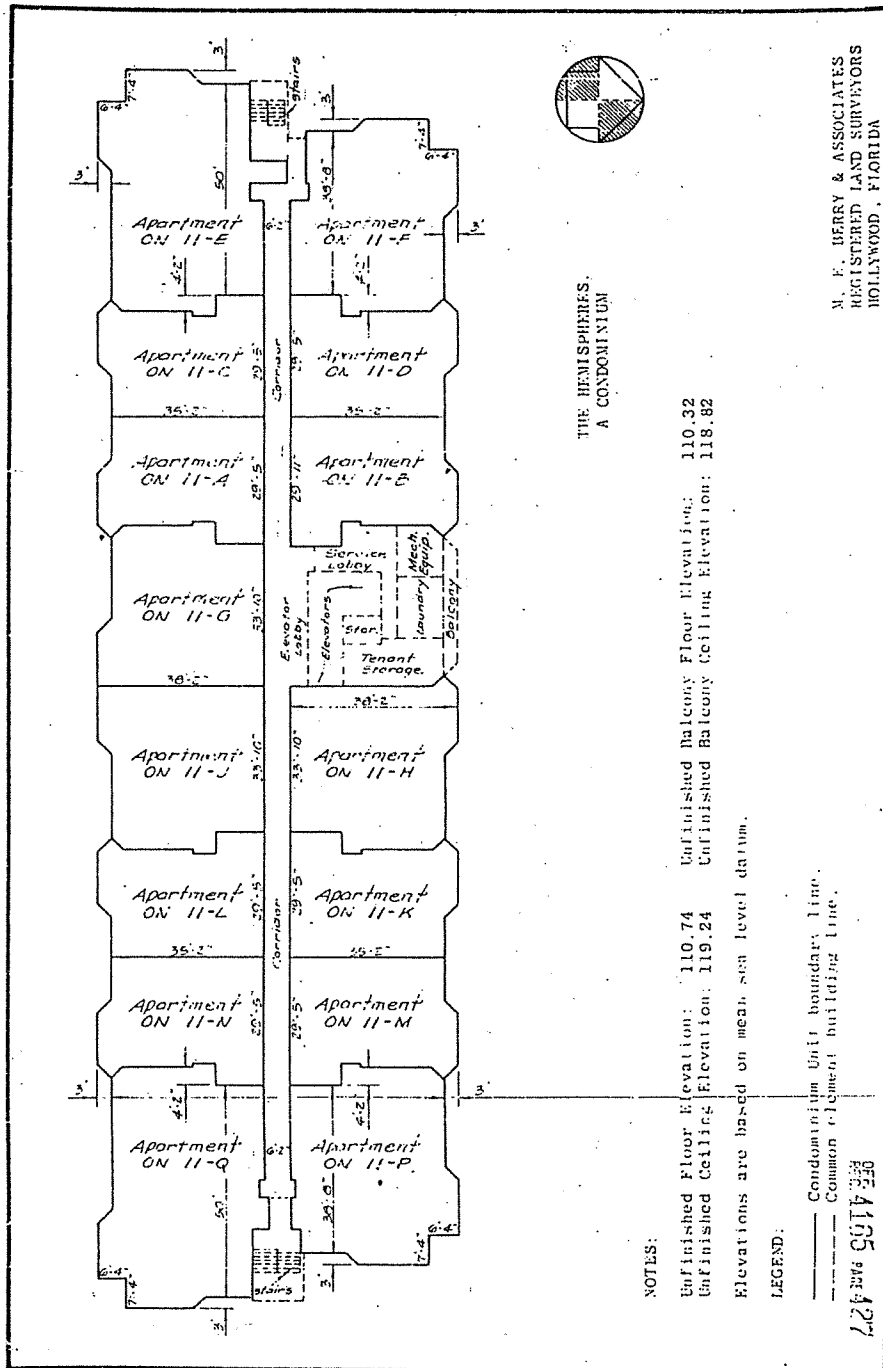
OCEAN NORTH

BK 4165



M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
BOLLYWOOD, FLORIDA

BN 4165



THE HEMISPHERES.
A CONDOMINIUM

M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

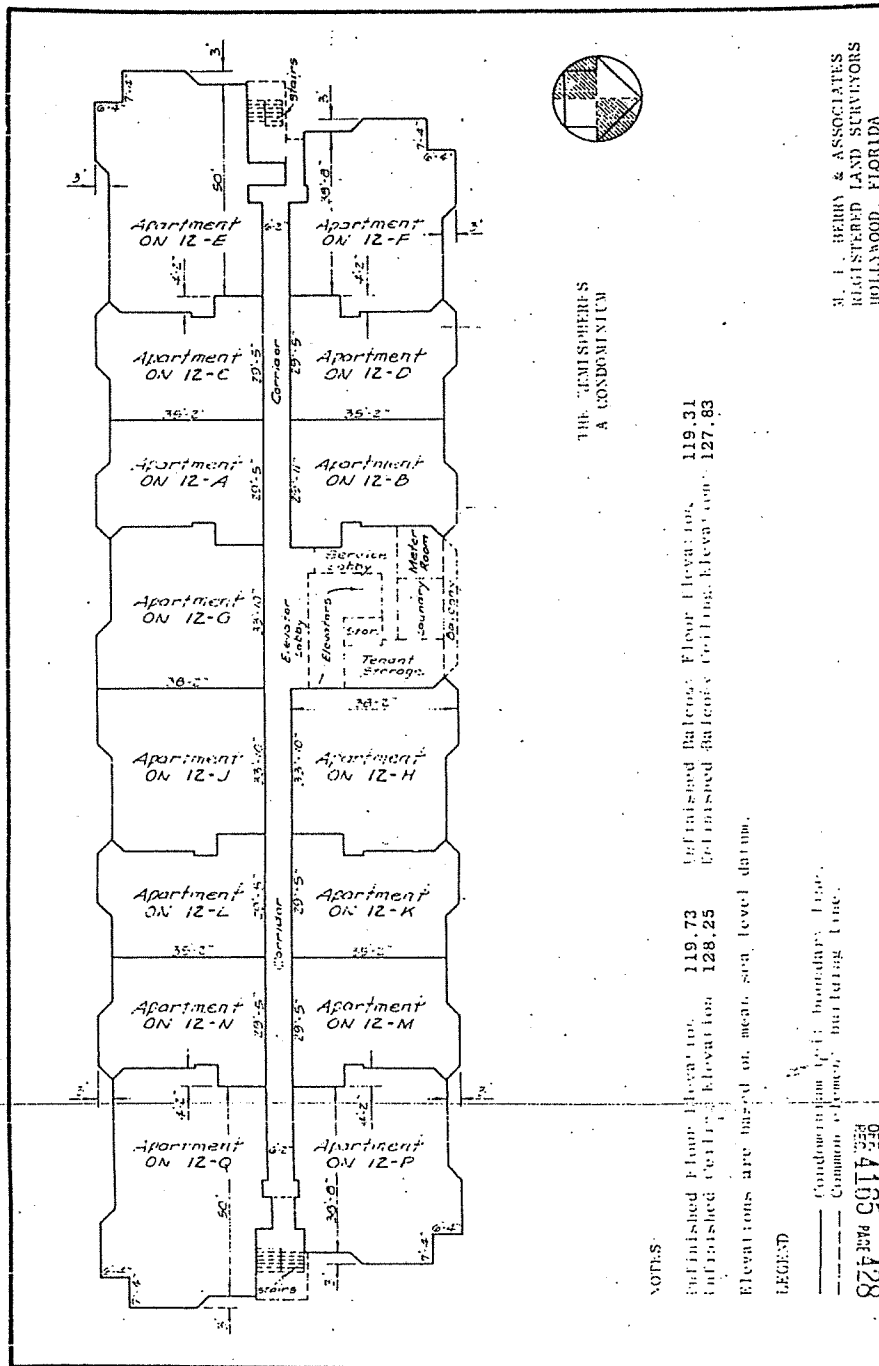
NOTES:
 Unfinished Floor Elevation: 110.74 Unfinished Balcony Floor Elevation: 110.32
 Unfinished Ceiling Elevation: 119.24 Unfinished Balcony Ceiling Elevation: 118.82
 Elevations are based on mean sea level datum.

LEGEND:
 ————— Condominium Unit boundary line.
 - - - - - Common element boundary line.

REC 4165 PAGE 427

EXHIBIT B - 11th FLOOR OCEAN NORTH

BK 4165



H. J. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B - 12th FLOOR

OCEAN NORTH

DN 4103

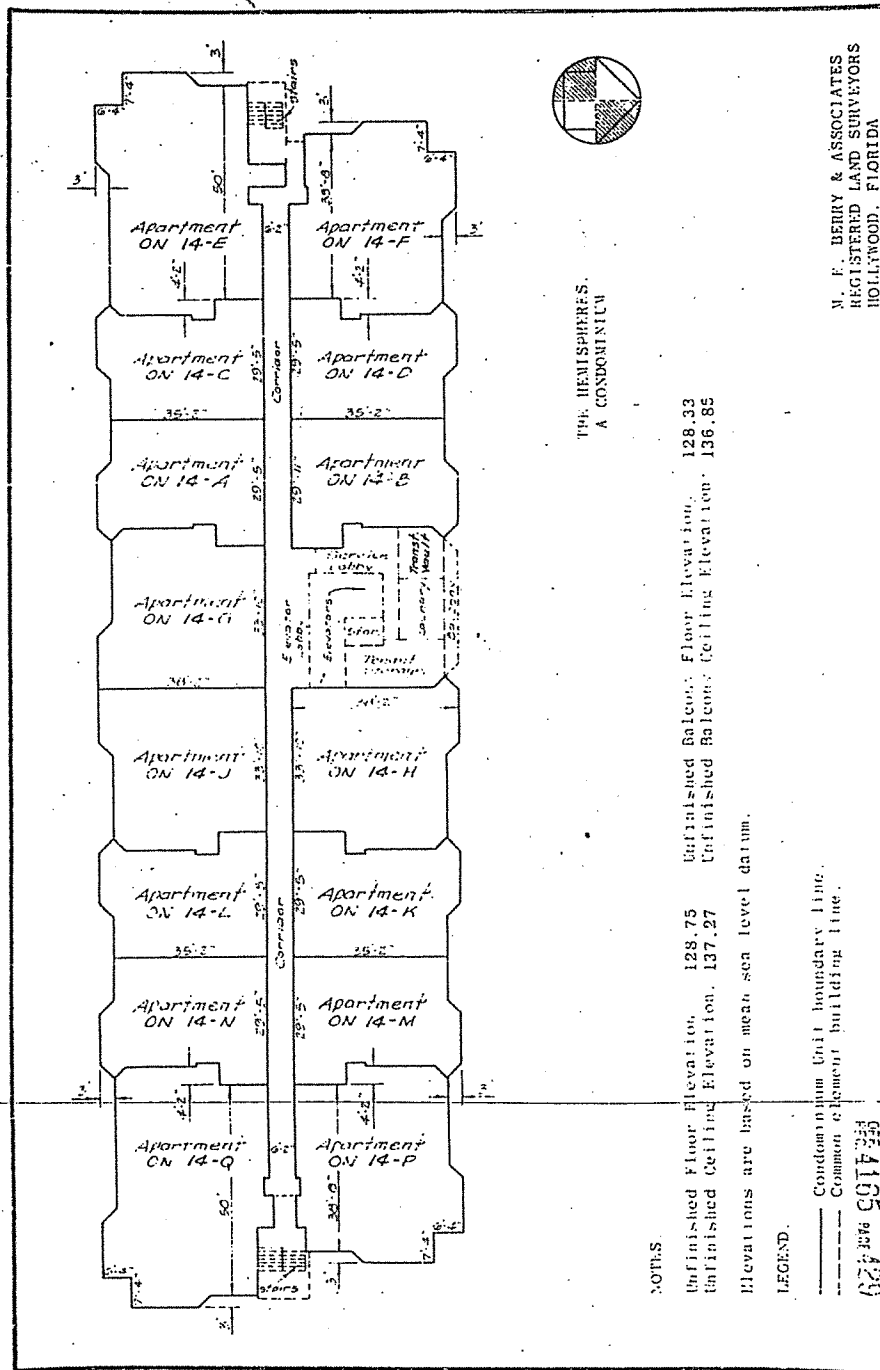
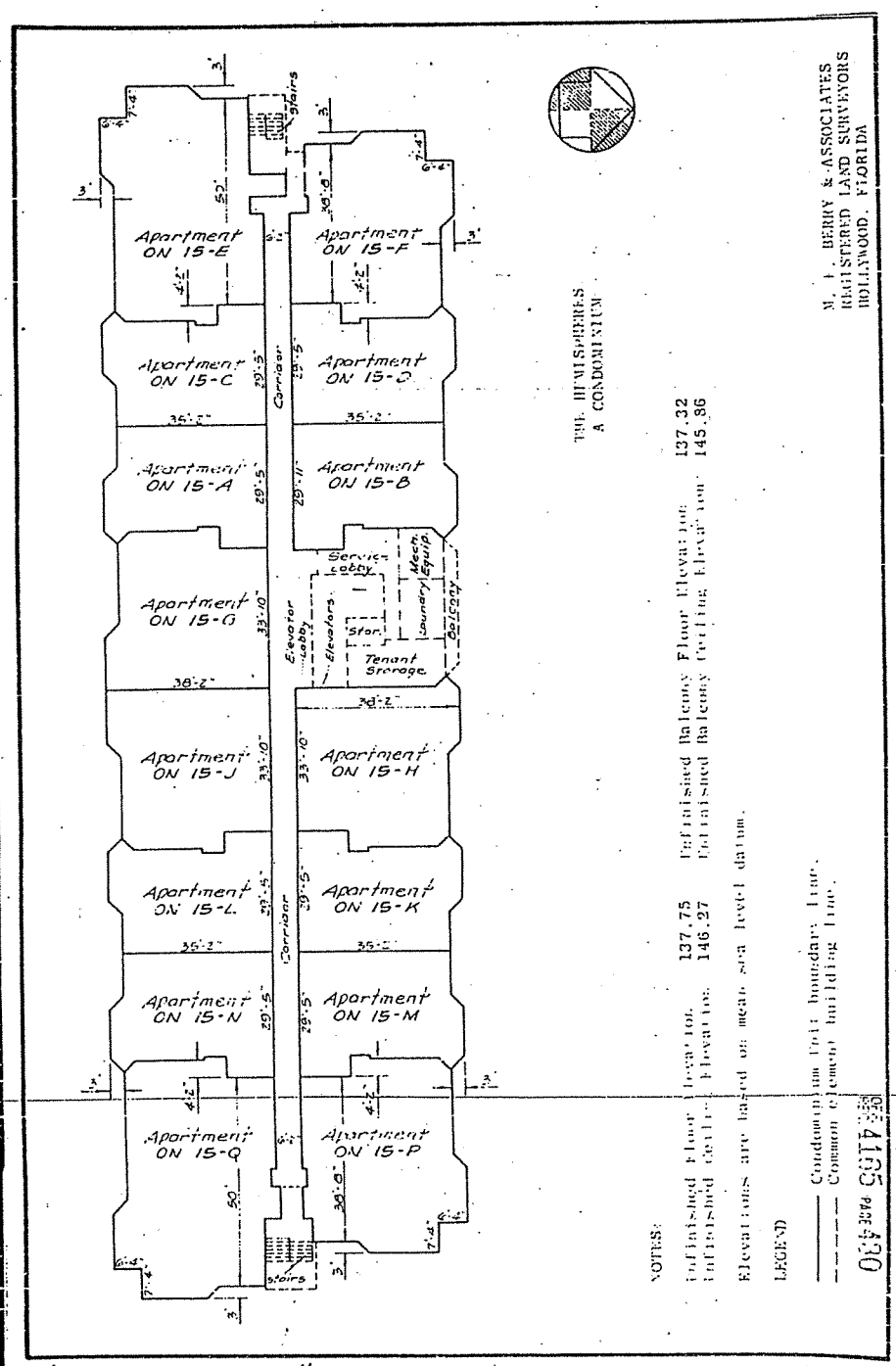


EXHIBIT B - 14th FLOOR

OCEAN NORTH

OFF REC

BK 4165



M. F. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B - 15TH FLOOR

OCEAN NORTH

4165
 04/20/2014

OFF R10

BK 4155

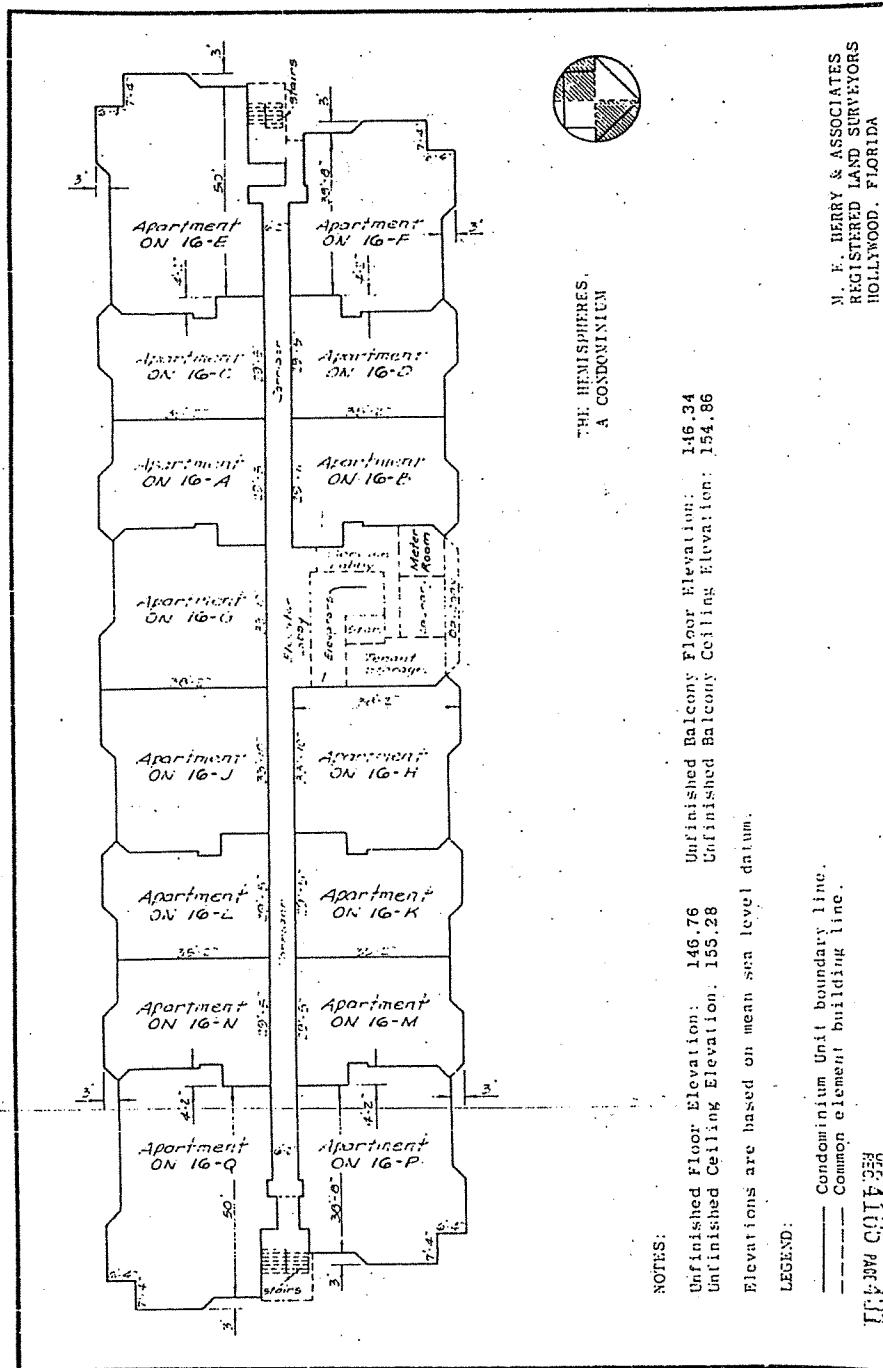


EXHIBIT B - 16th FLOOR

OCEAN NORTH

OFF REC

BK 4165

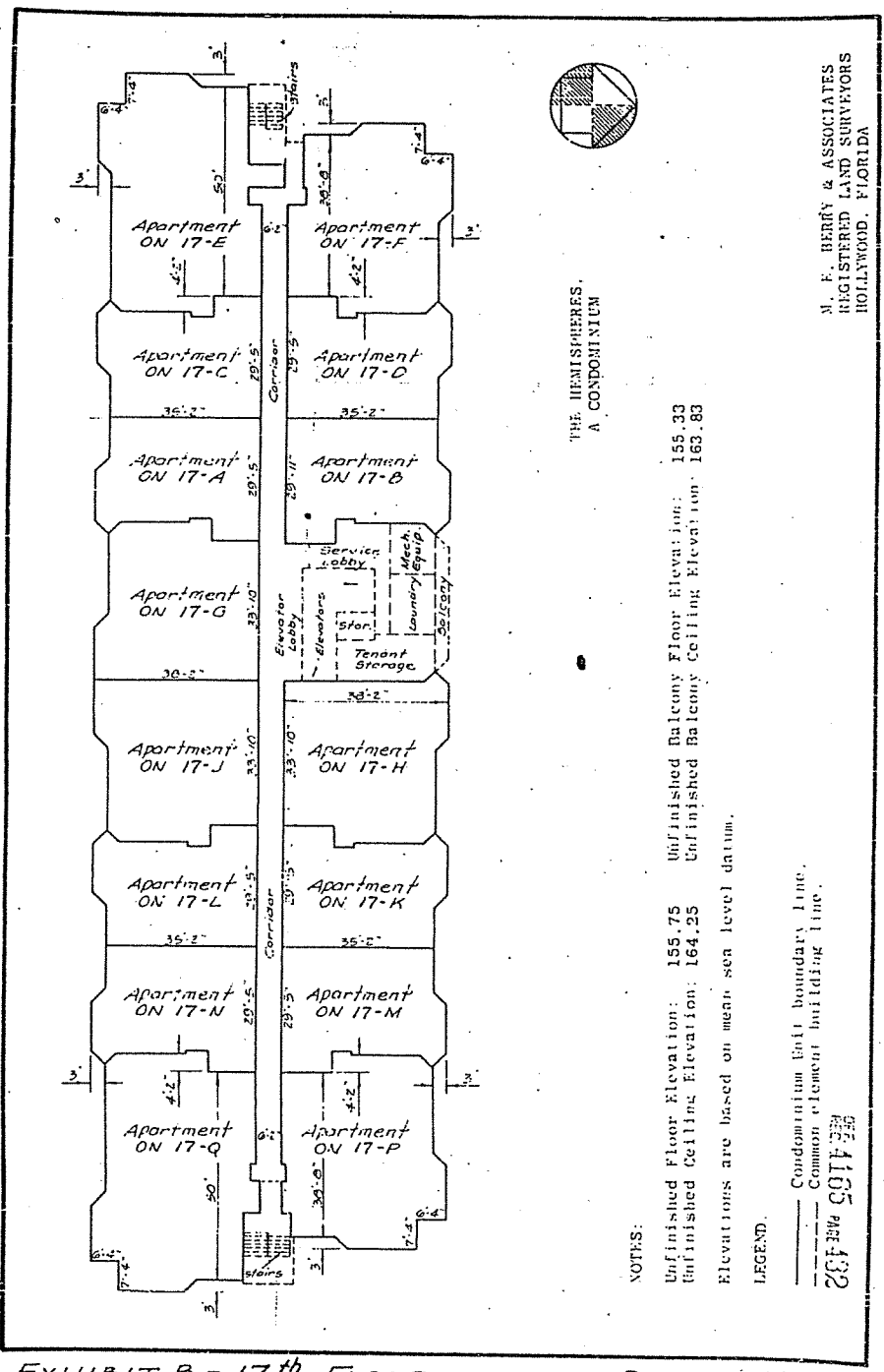


EXHIBIT B - 17th FLOOR

OCEAN NORTH

OFF REC

BK 4165

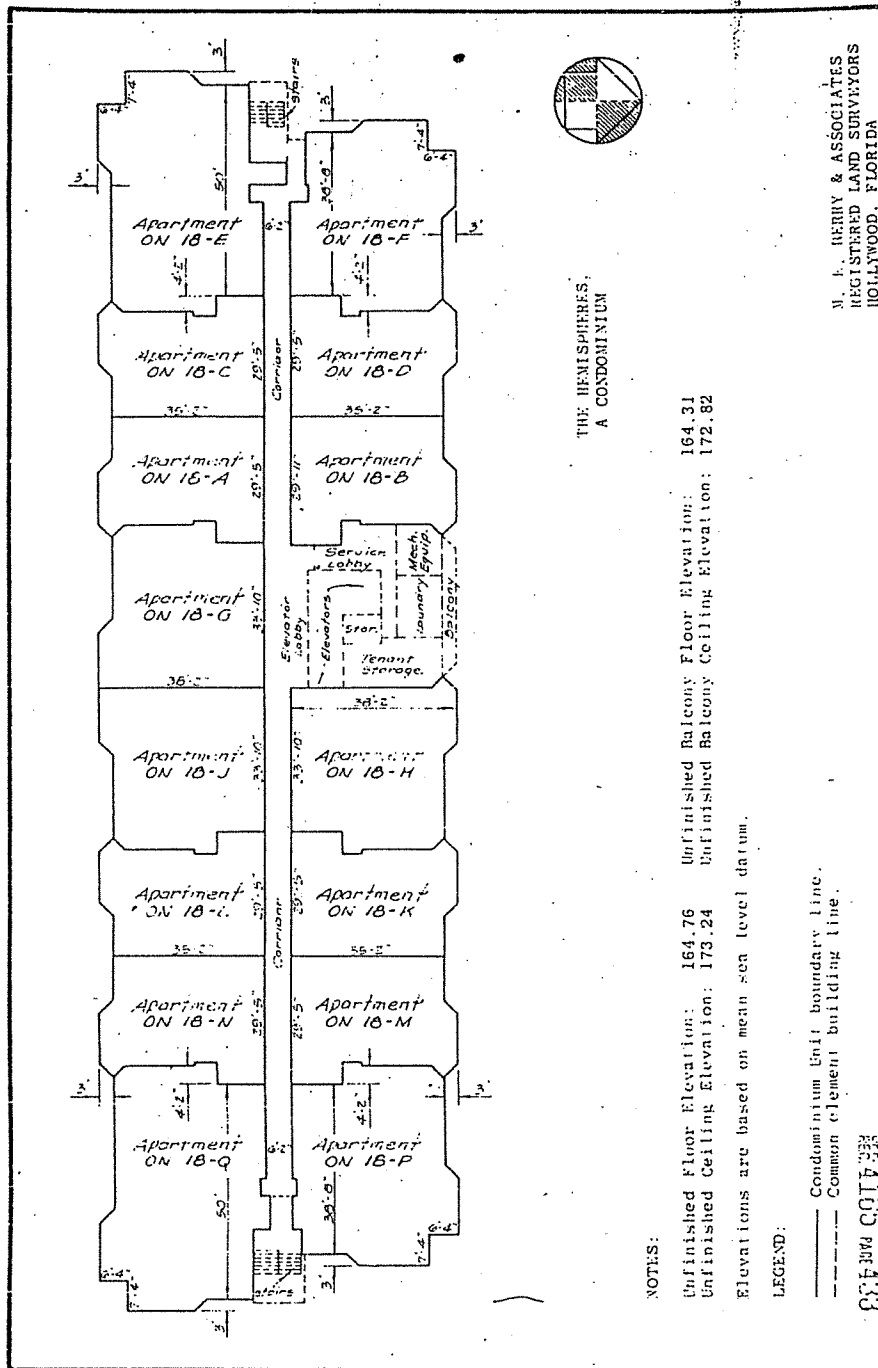


EXHIBIT B - 18th FLOOR

OCEAN NORTH

OFF REC

BK 4165

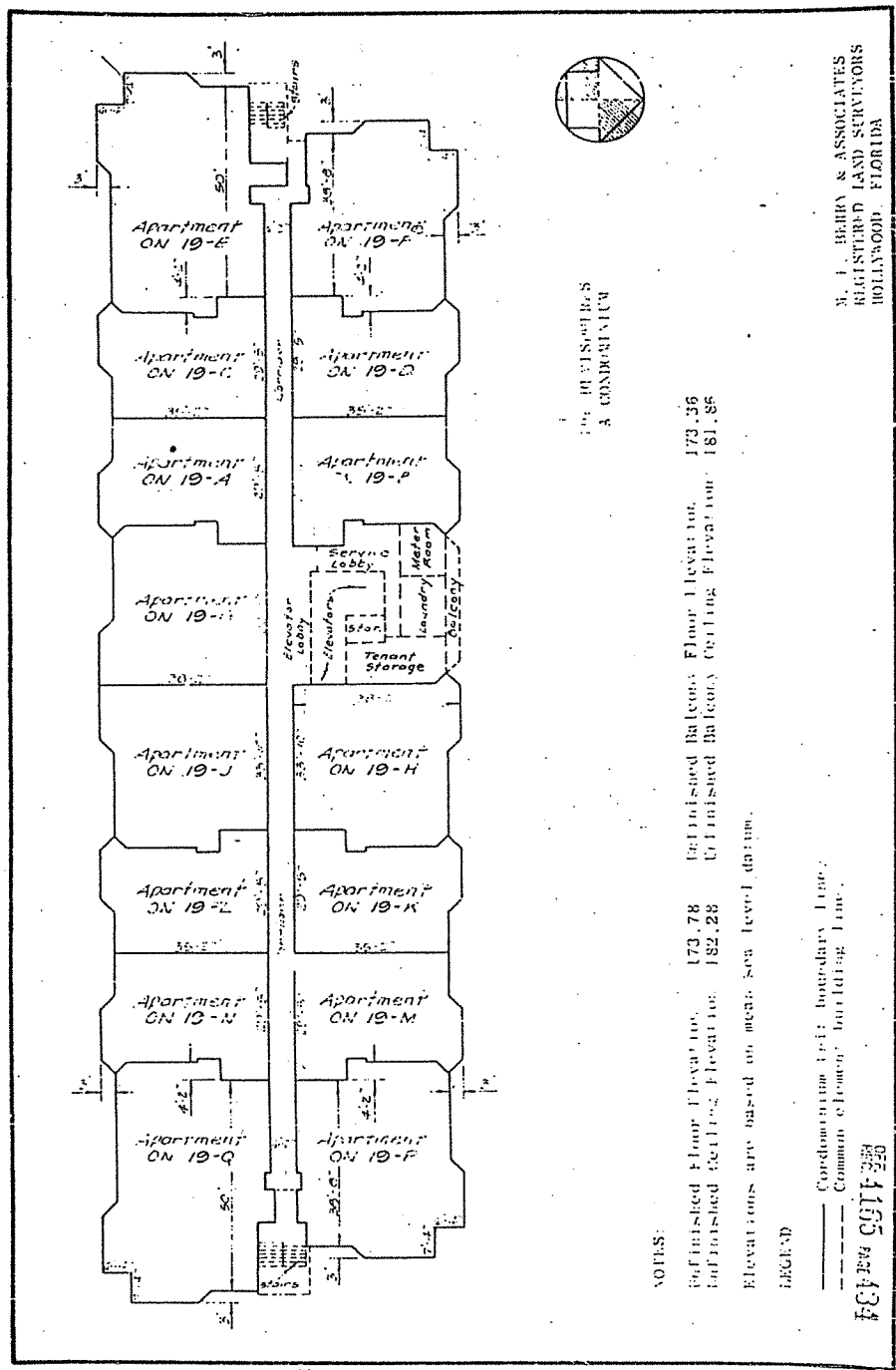
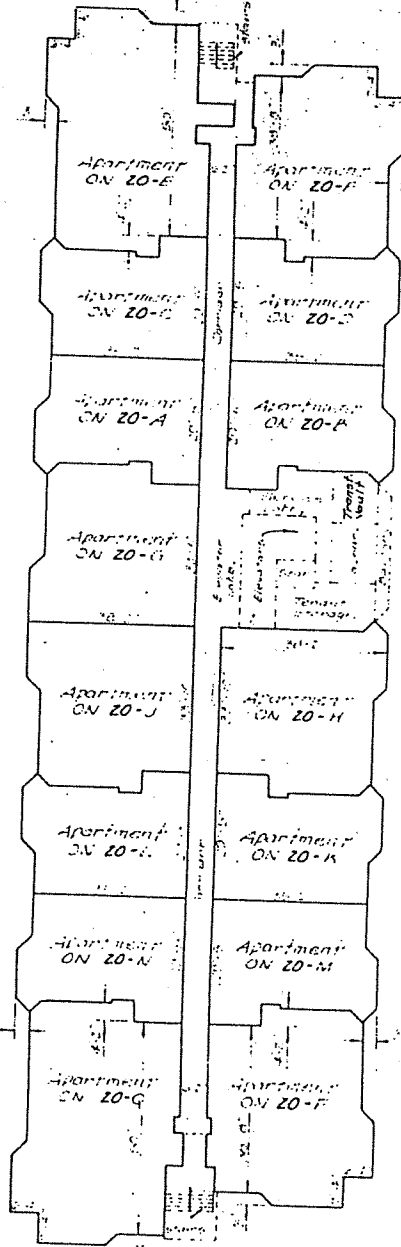


EXHIBIT B - 19th FLOOR

OCEAN NORTH

OFFICE RECORD

BR 4165



THE HINSHERPS
A CONDOMINIUM

M. L. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

Unfinished Floor Elevation: 182.79
Unfinished Ceiling Elevation: 191.30
Unfinished Balcony Floor Elevation: 182.37
Unfinished Balcony Ceiling Elevation: 190.88

Elevations are based on mean sea level datum.

LEGEND

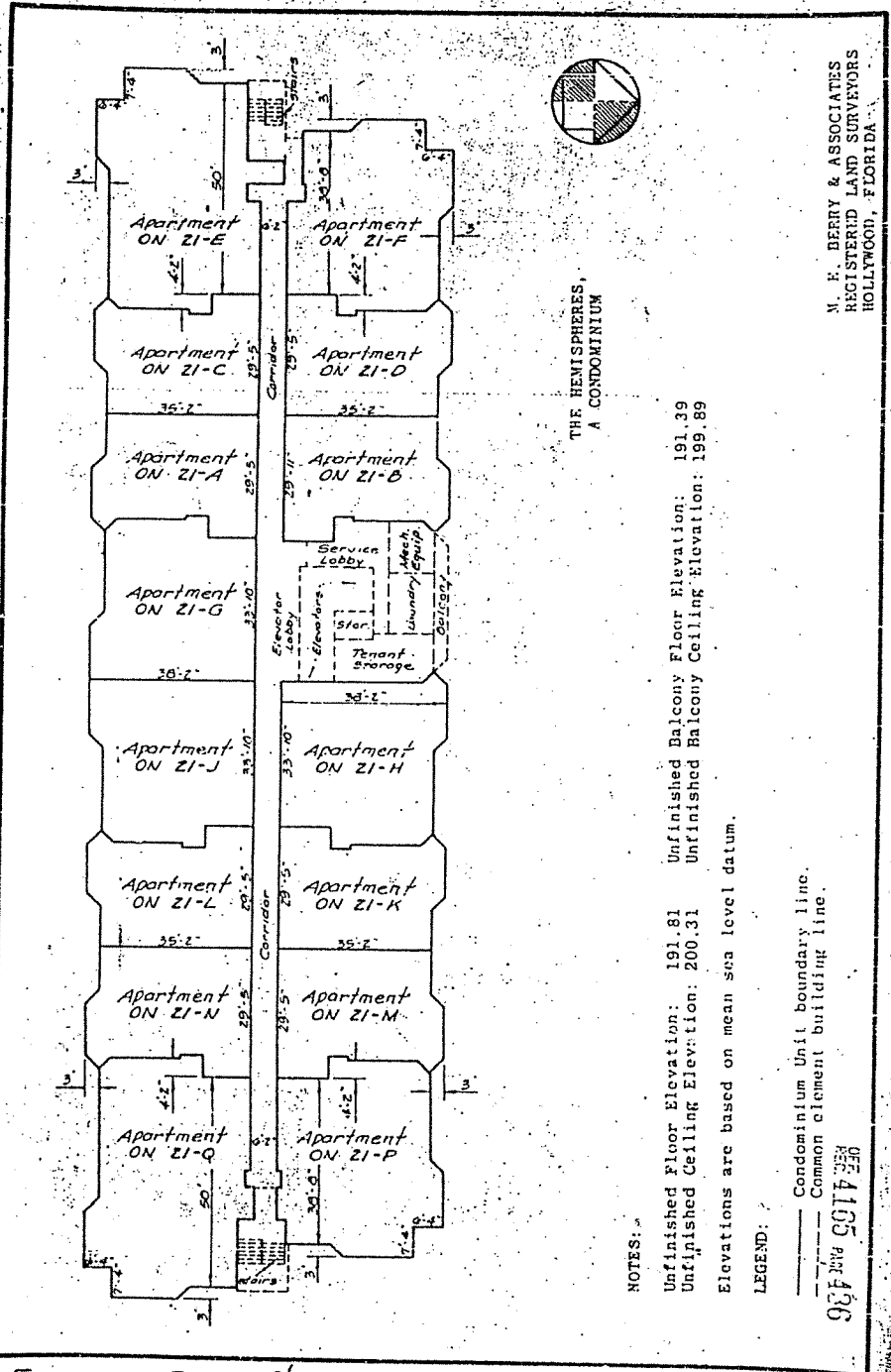
--- Unit boundary line
--- Unit boundary line (not shown)

SEE 4105 PAGE 425

EXHIBIT B - 20th FLOOR

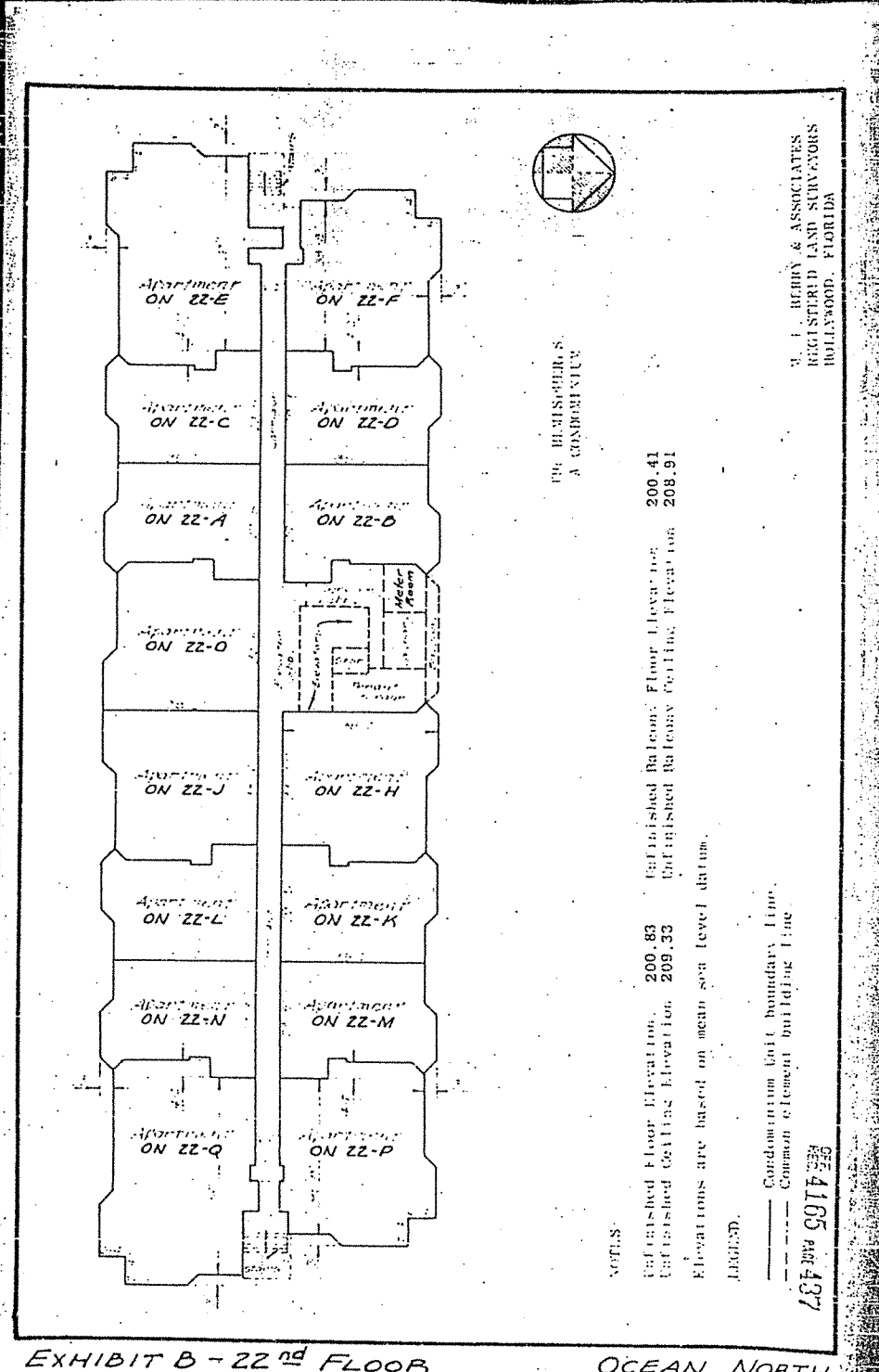
OCEAN NORTH

BN 4165



M. E. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B - 21st FLOOR OCEAN NORTH



THE BUILDING IS
A CONDOMINIUM

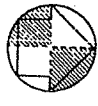
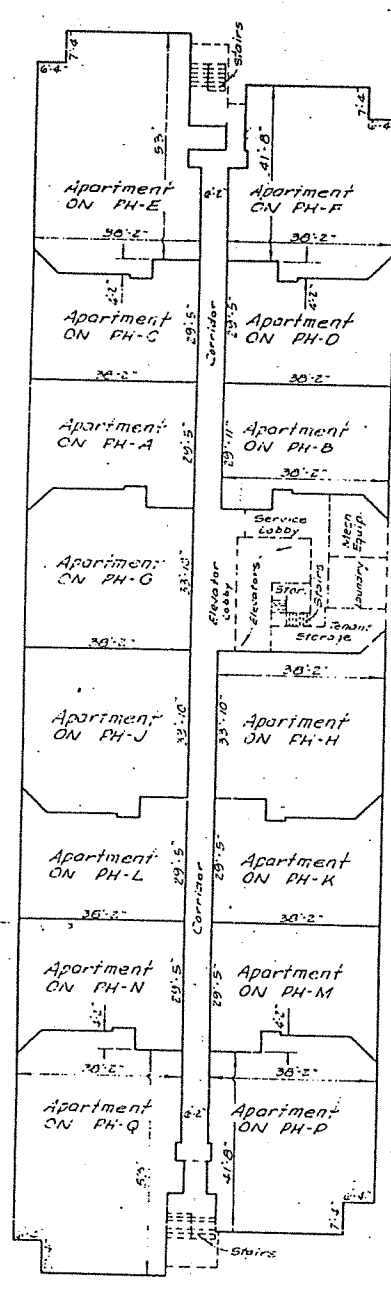
Unfinished Floor Elevation 200.83 Unfinished Balcony Floor Elevation 200.41
 Unfinished Ceiling Elevation 209.33 Unfinished Balcony Ceiling Elevation 208.91
 Elevations are based on mean sea level datum.

SEE 4105 AND 437
 FOR BUILDING PLANS AND
 UNIT LAYOUTS AND DIMENSIONS

J. H. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

OFF RECORD

BK 4165



THE HEMISPHERES.
A CONDOMINIUM

NOTES:
Unfinished Floor Elevation: 209.91 Unfinished Balcony Floor Elevation: 209.49
Unfinished Ceiling Elevation: 218.33 Unfinished Balcony Ceiling Elevation: 218.33
Elevations are based on mean sea level datum.

LEGEND:

--- Unit boundary
--- Unit boundary line (unimproved)

SEE 4165 PAGE 438

M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B - PENTHOUSE

OCEAN NORTH

BK 4165

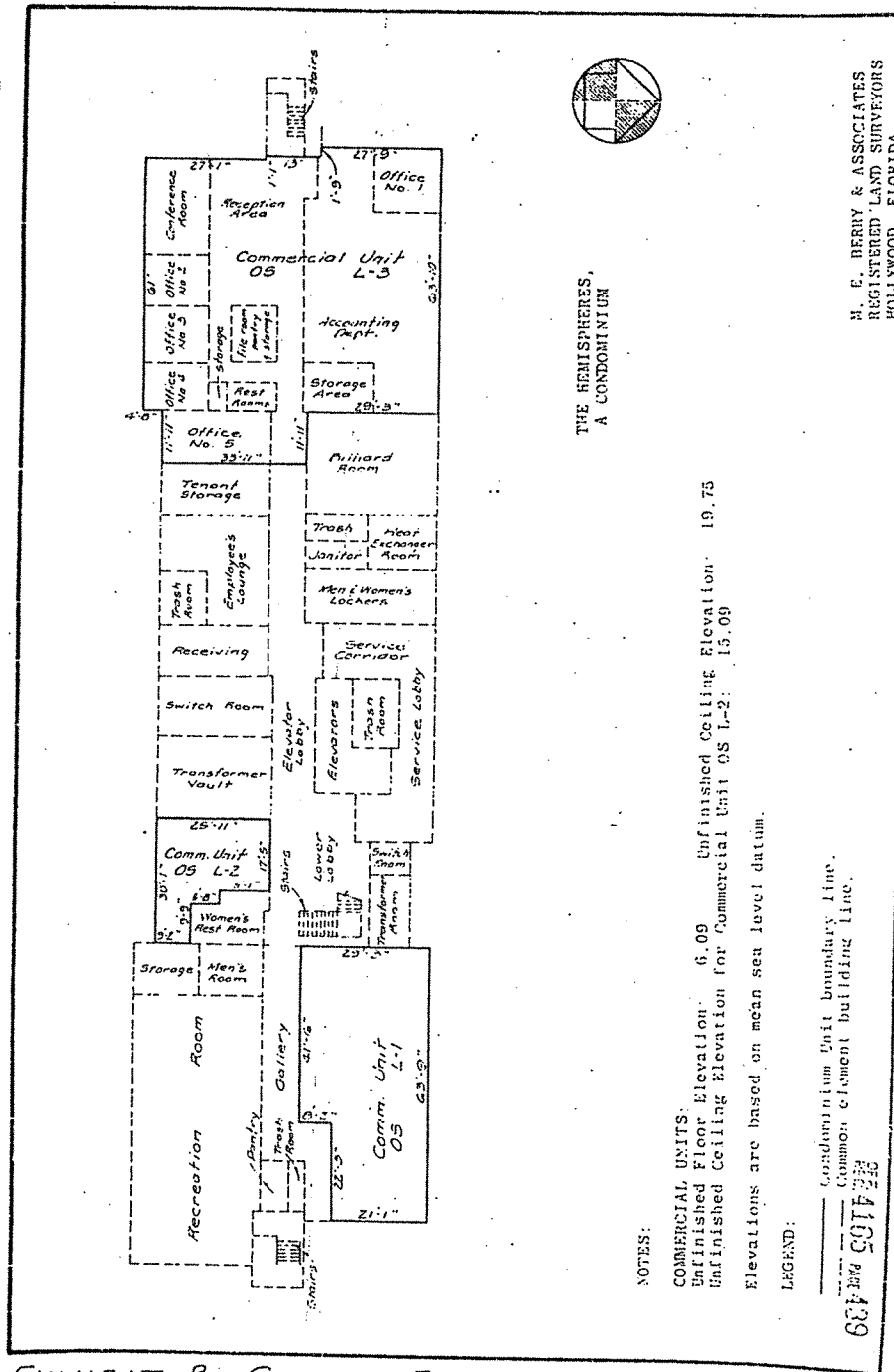
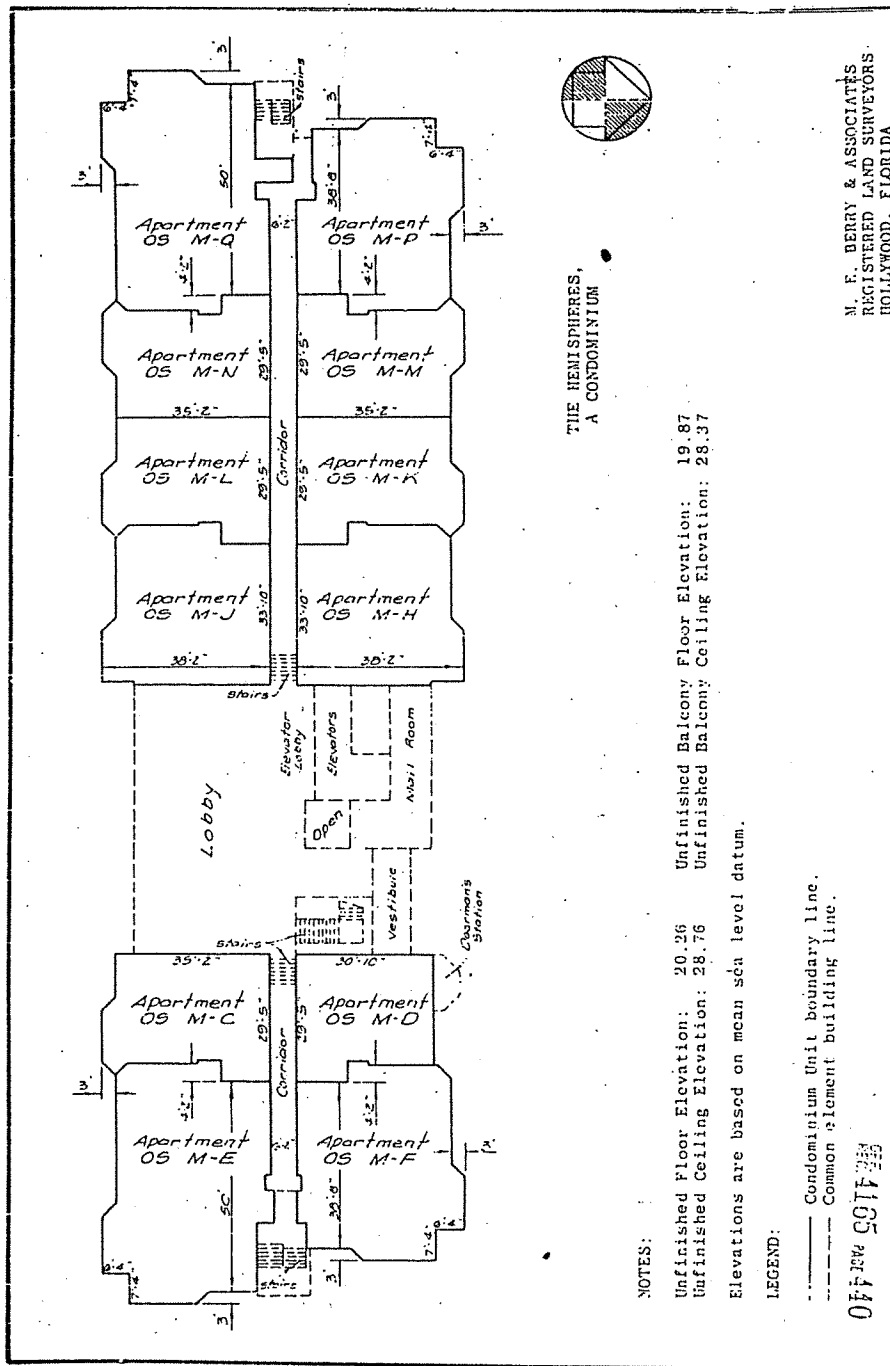


EXHIBIT B - GROUND FLOOR

OCEAN SOUTH

BK 4165

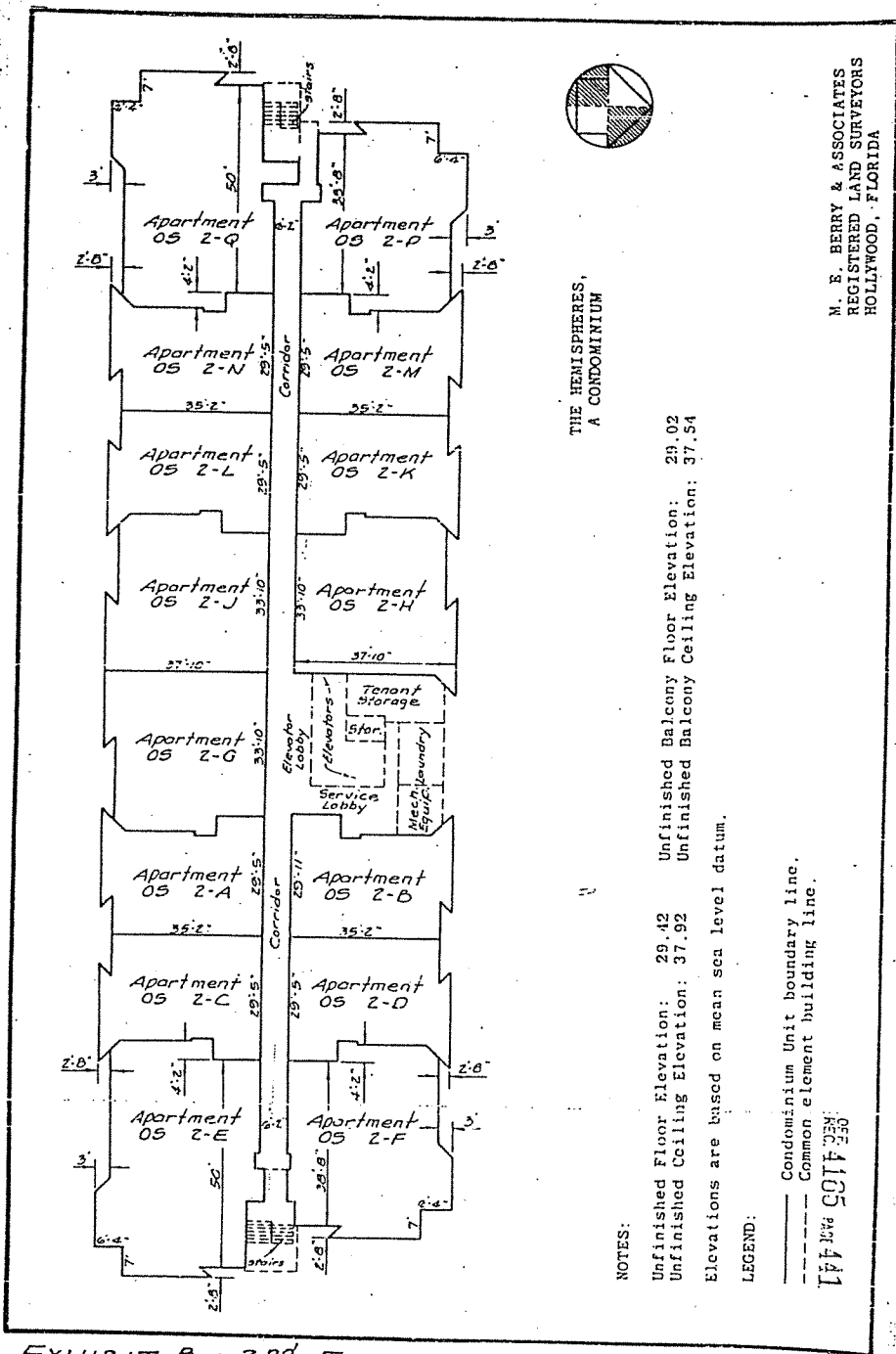


M. E. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B - MEZZANINE

OCEAN SOUTH

DN 4105

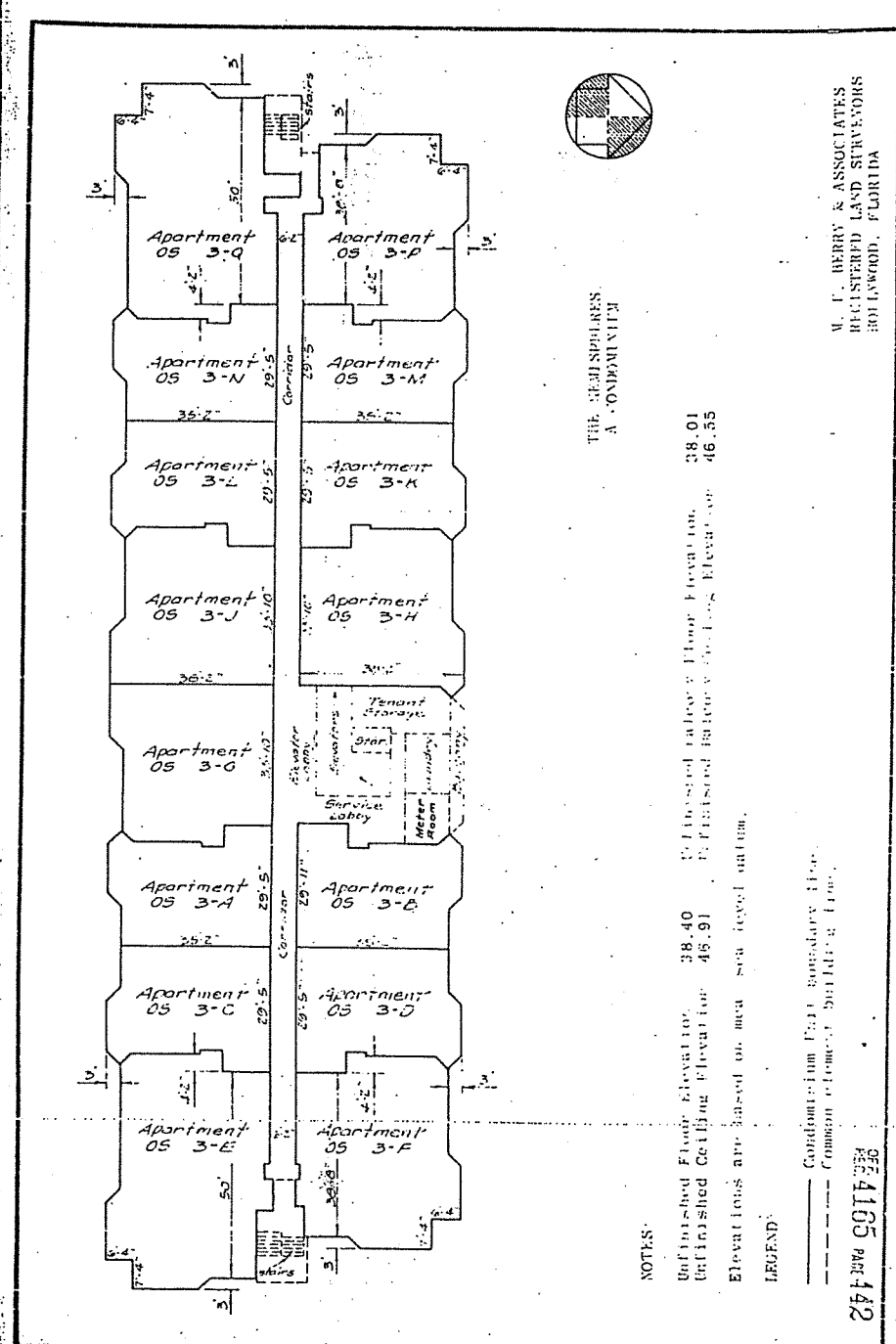


M. E. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B - 2nd FLOOR

OCEAN SOUTH

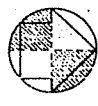
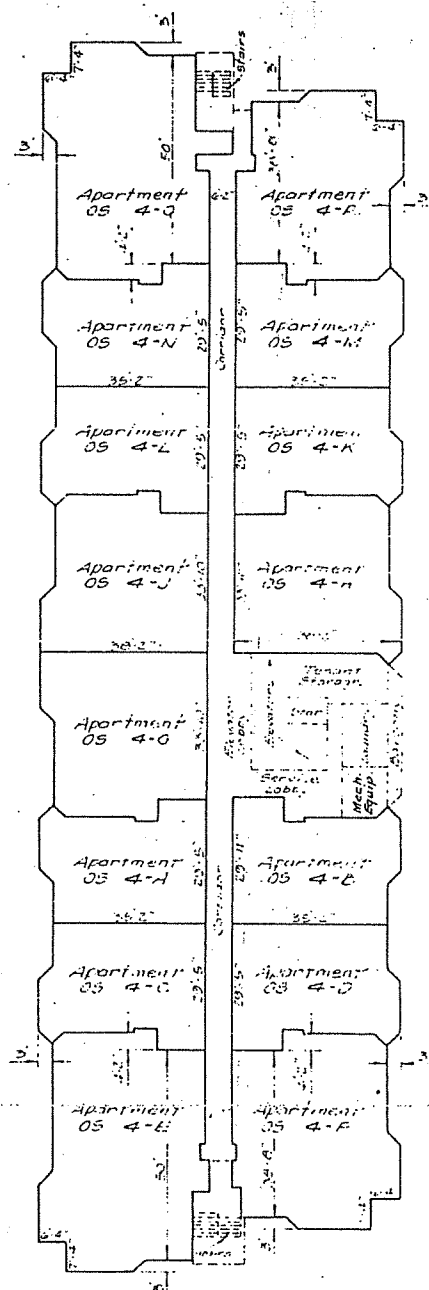
BN 4165



M. J. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
BOULDER, FLORIDA

EXHIBIT B-3rd FLOOR OCEAN SOUTH

BN 4105



FOR CONSTRUCTION
A CONDOMINIUM

NOTES

Refinished Floor Elevation:	47.41	Unfinished 1st Floor Elevation:	47.02
Refinished Ceiling Elevation:	55.95	Unfinished Ceiling Elevation:	55.53

Elevations are based on mean sea level datum.

END

SEE 4105 FOR 1st FLOOR

SEE 4105 FOR 1st FLOOR

M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
BOLLEASOOD, FLORIDA

EXHIBIT B - 4th FLOOR

OCEAN SOUTH

BN 4165

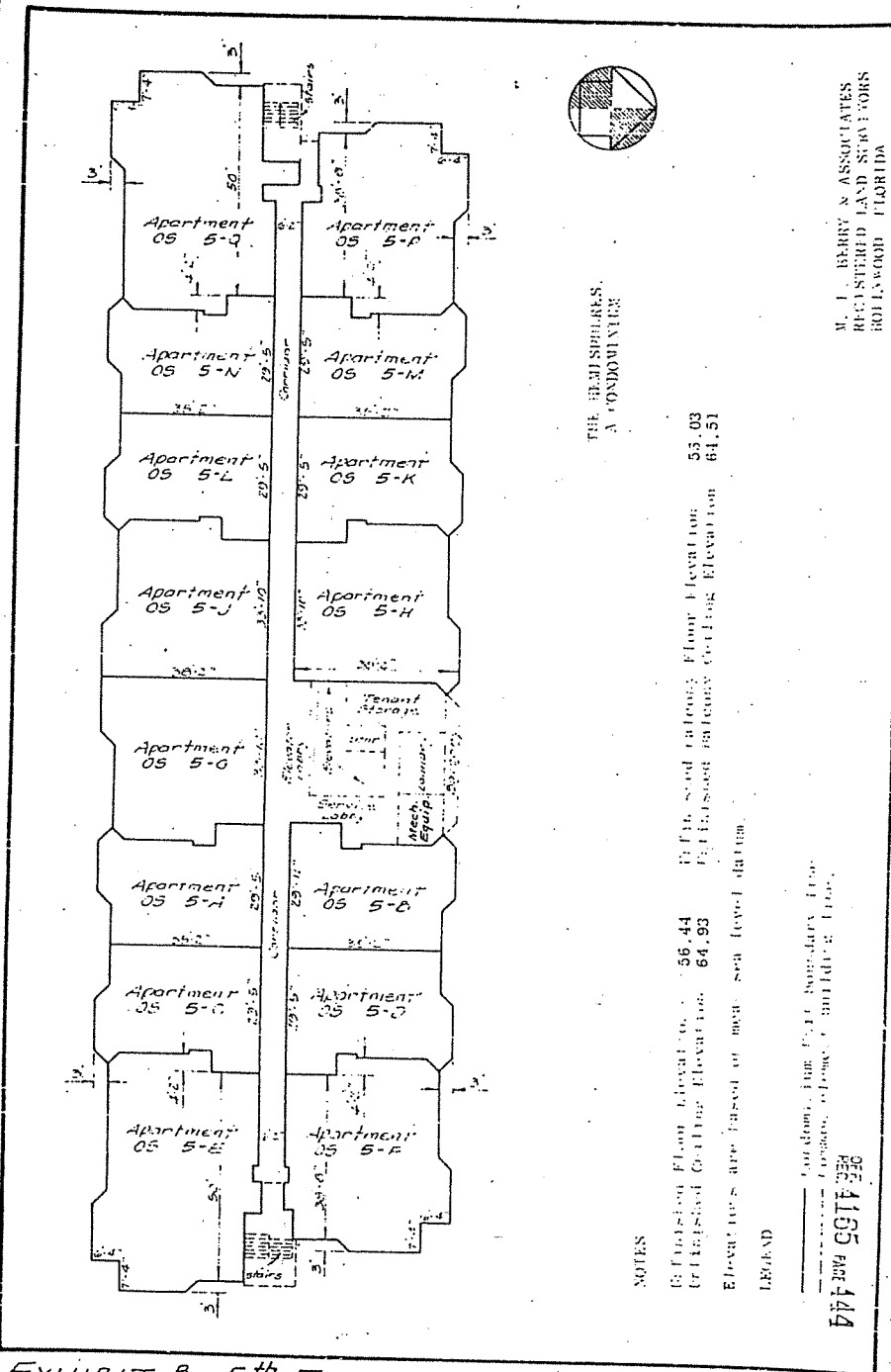


EXHIBIT B - 5th FLOOR OCEAN SOUTH

M. J. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
FORT LAUDERDALE, FLORIDA

BK 4155

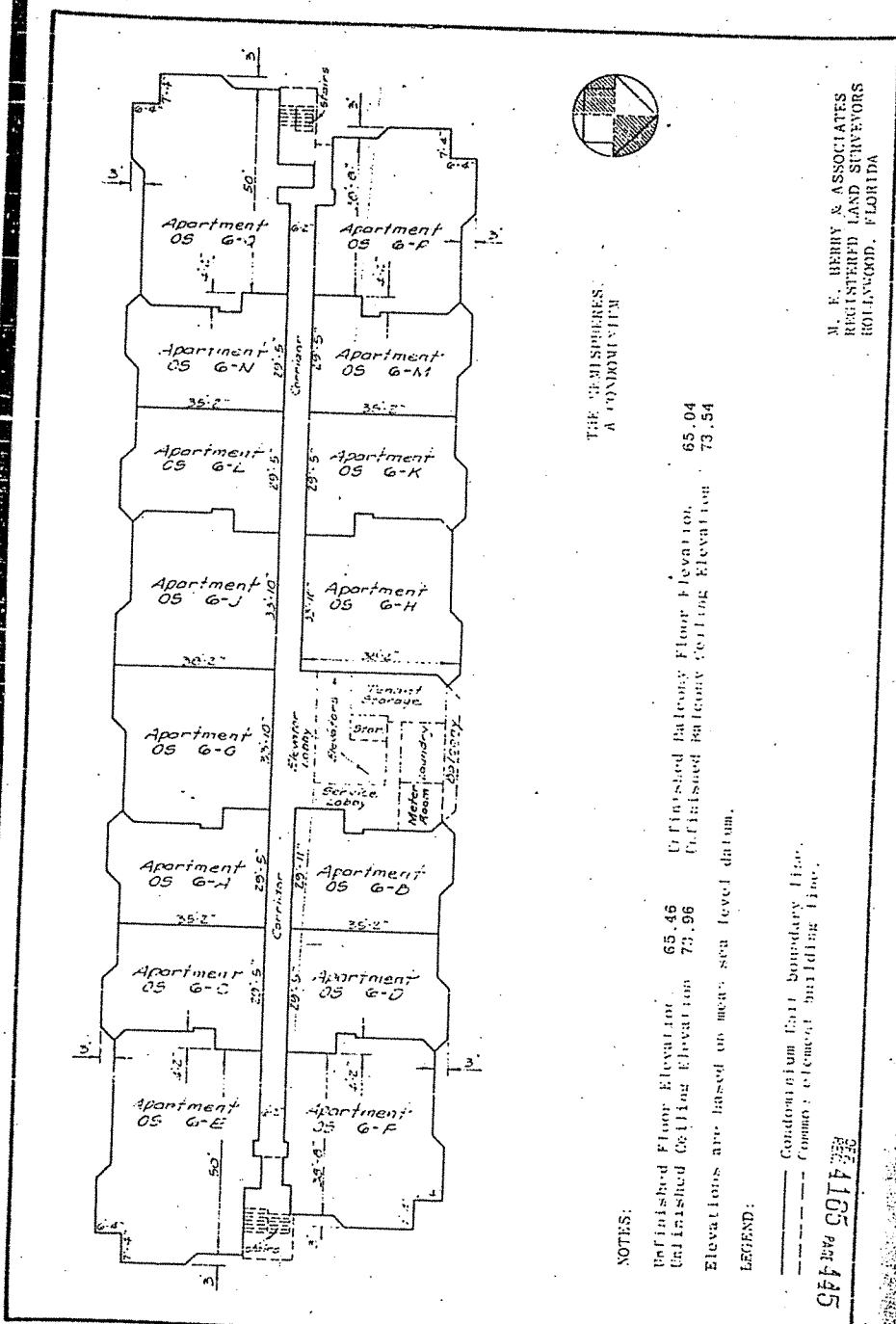
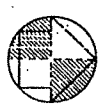
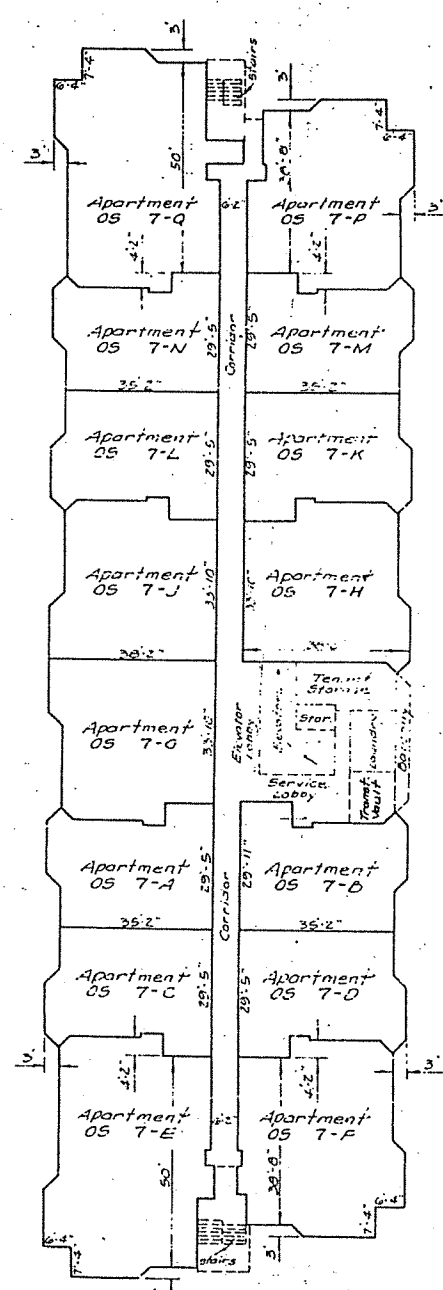


EXHIBIT B - 6th FLOOR OCEAN SOUTH

M. F. HERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

BK 4155



THE HEMISPHERES,
A CONDOMINIUM

NOTES:
 Finished Floor Elevation: 74.43
 Finished Ceiling Elevation: 82.93
 Elevation are based on mean sea level datum.

LEGEND:
 --- Condominium boundary line.
 --- Common area boundary line.

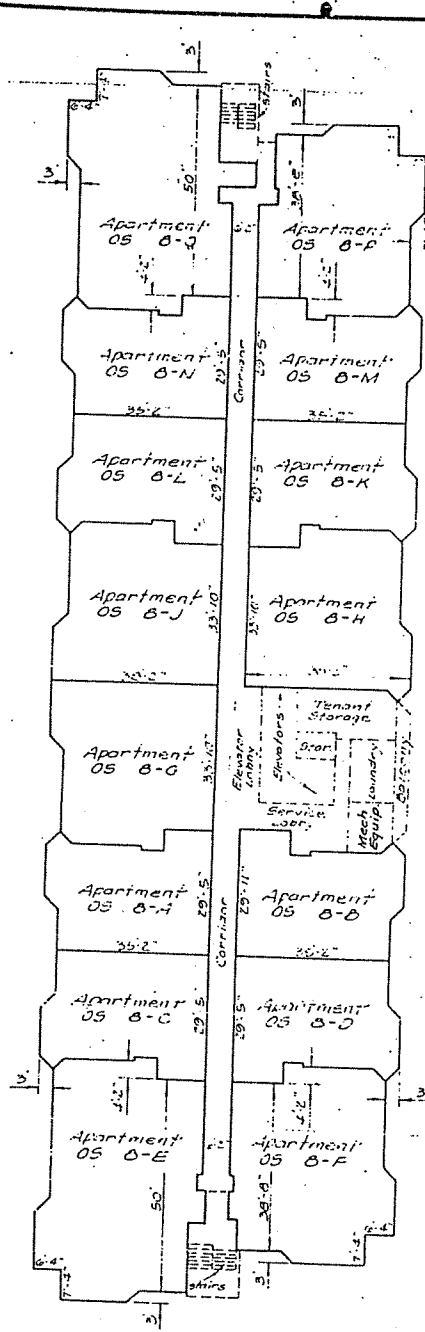
W. E. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

SEE 4155 PAGE 46

EXHIBIT B- 7th FLOOR

OCEAN SOUTH

BK 4165



WILKINSON, V.
SARLES, J. M. JR.

M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

NOTES:

Finished Floor Elevation	83.47	Finished Entry Floor Elevation	83.05
Finished Ceiling Elevation	92.00	Finished Entry Ceiling Elevation	91.58

Elevations are based on mean sea level datum.

150

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OFF. 4105 PAGE 447

EXHIBIT B-8th FLOOR

OCEAN SOUTH

OCEAN SOUTH

BK 4165

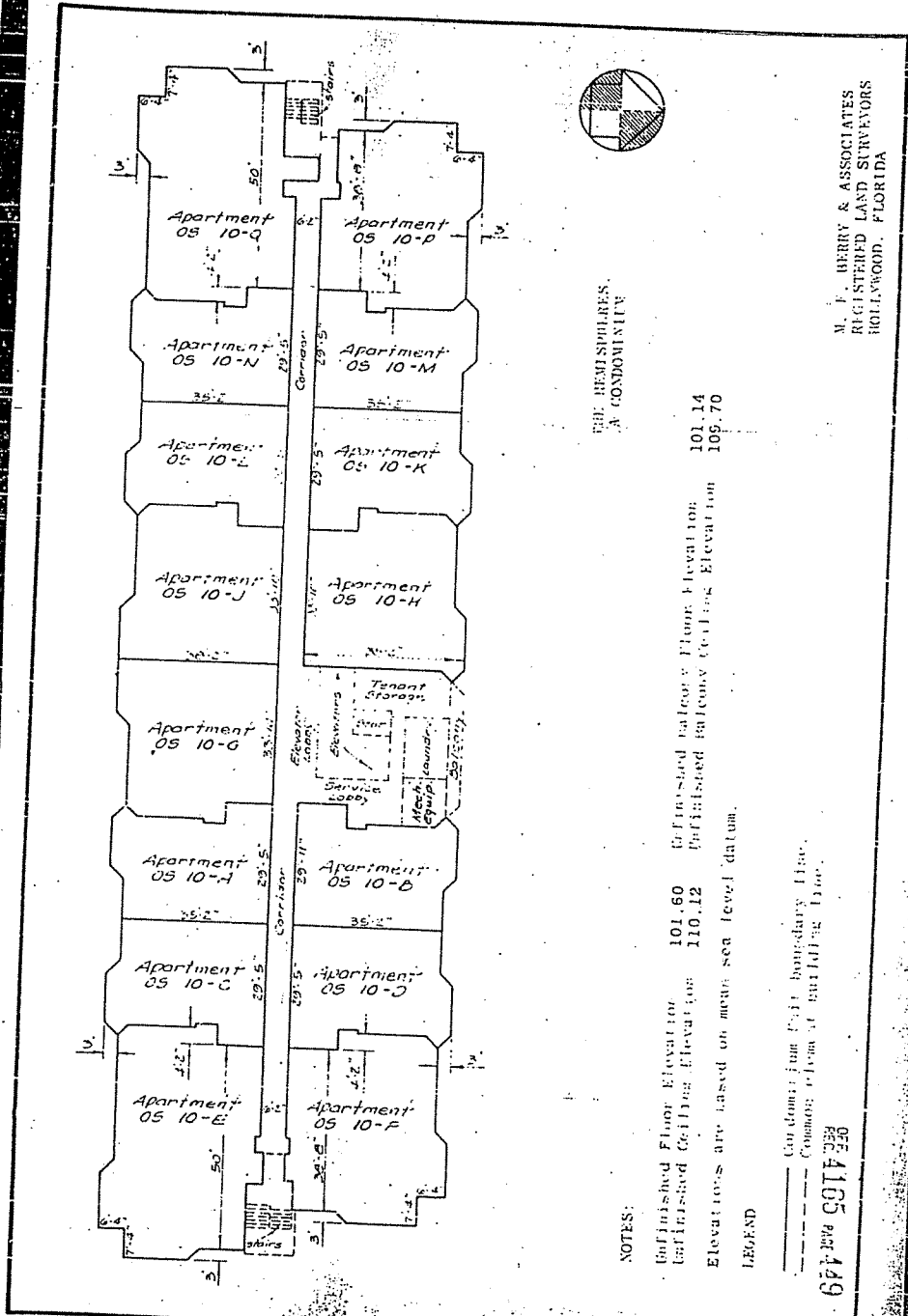
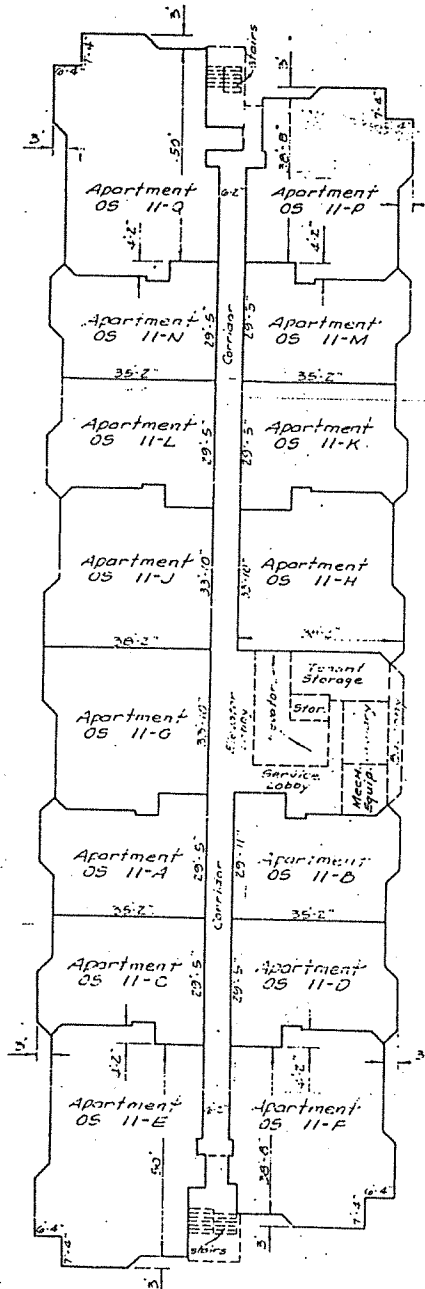


EXHIBIT B-10th FLOOR OCEAN SOUTH

BK 4165



THE REMISES, IN INDEX
A CONDOMINIUM

Finished Floor Elevation 110.17
Finished Ceiling Elevation 118.75

Finished Floor Elevation 110.65
Finished Ceiling Elevation 119.17

Elevations are based on level datum.

DNB/DT

NOT BEARING ANY RESPONSIBILITY FOR ANYTHING BUT THE INFORMATION CONTAINED HEREIN.

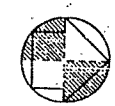
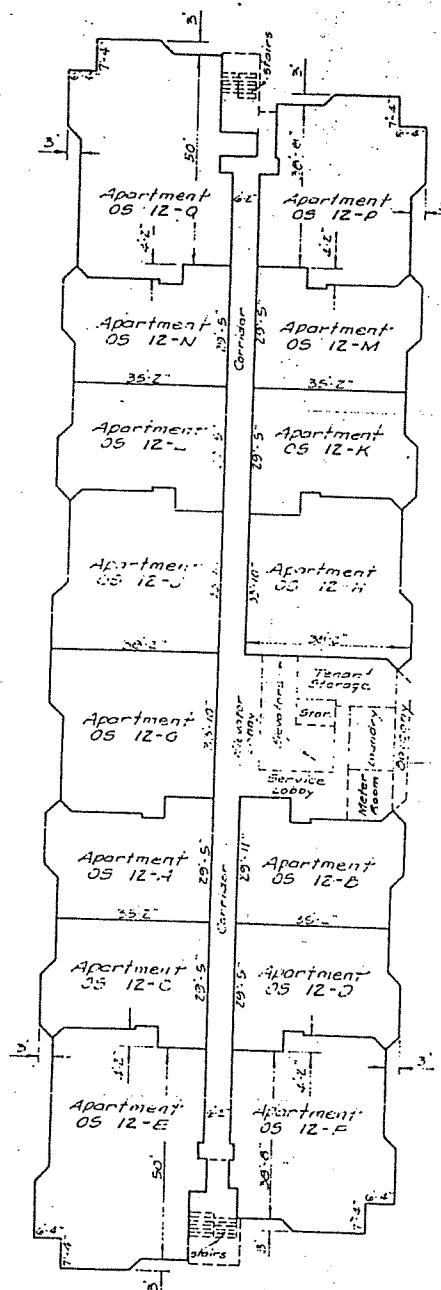
REC 4165 PAGE 450

M. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B-11th FLOOR

OCEAN SOUTH

BK 4165



THE GEM SPARRES
A CONDOMINIUM

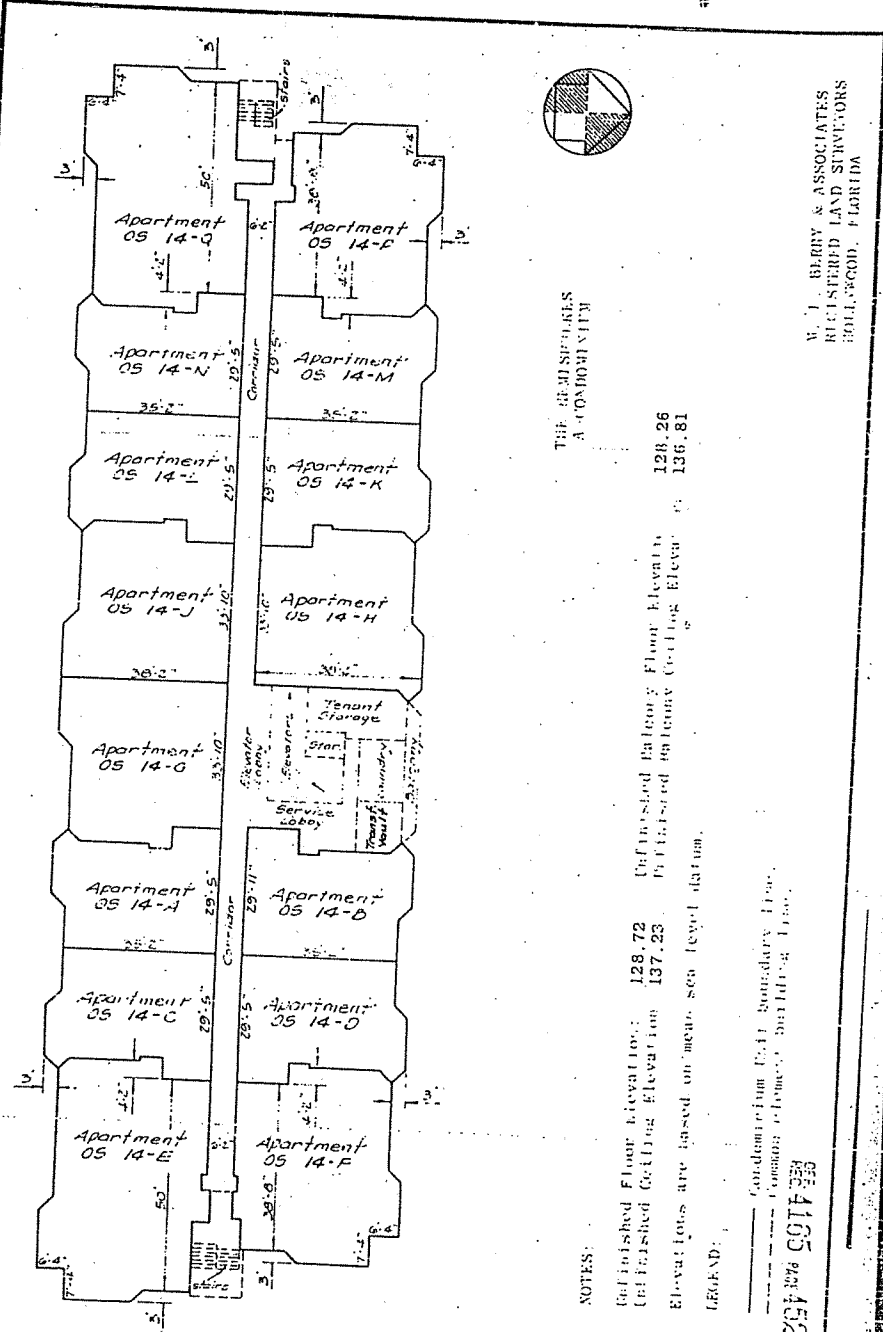
Refinished Floor Elevation 119.69
 Unfinished Ceiling Elevation 128.18
 Elevation are based on mean sea level datum.

M. F. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

SEE 4165 PAGE 451

EXHIBIT B-12th FLOOR OCEAN SOUTH

BK 4165



W. L. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
BOLLEAARD, FLORIDA

THE CHESAIRE
A CONDOMINIUM

Unfinished Floor Elevation: 128.72
Unfinished Ceiling Elevation: 137.23
Elevations are based on mean sea level datum.

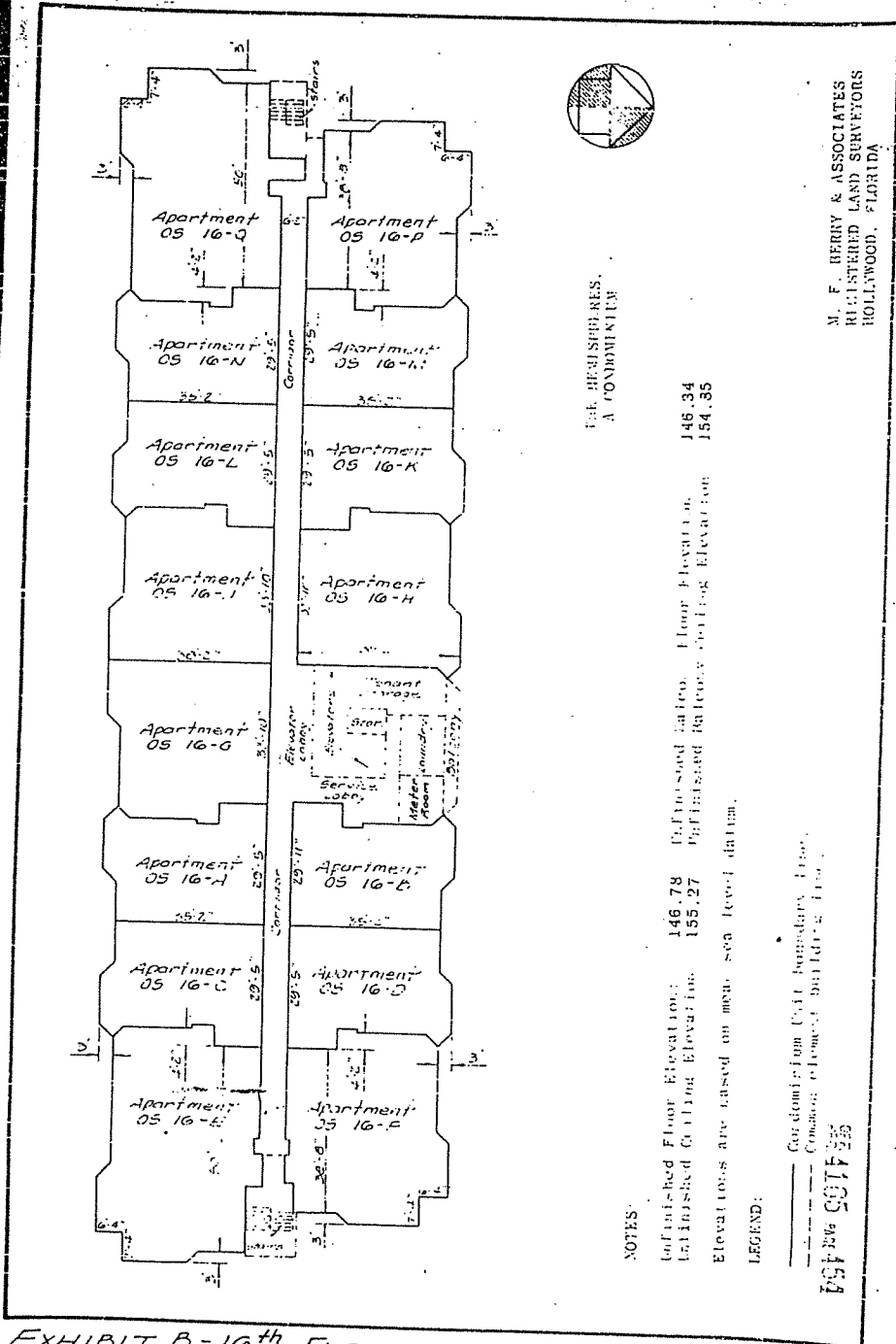
NOTES

LEGEND

SEE 4105 PAGE 452

EXHIBIT B-14th FLOOR

OCEAN SOUTH



M. F. HERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B-10th FLOOR

OCEAN SOUTH

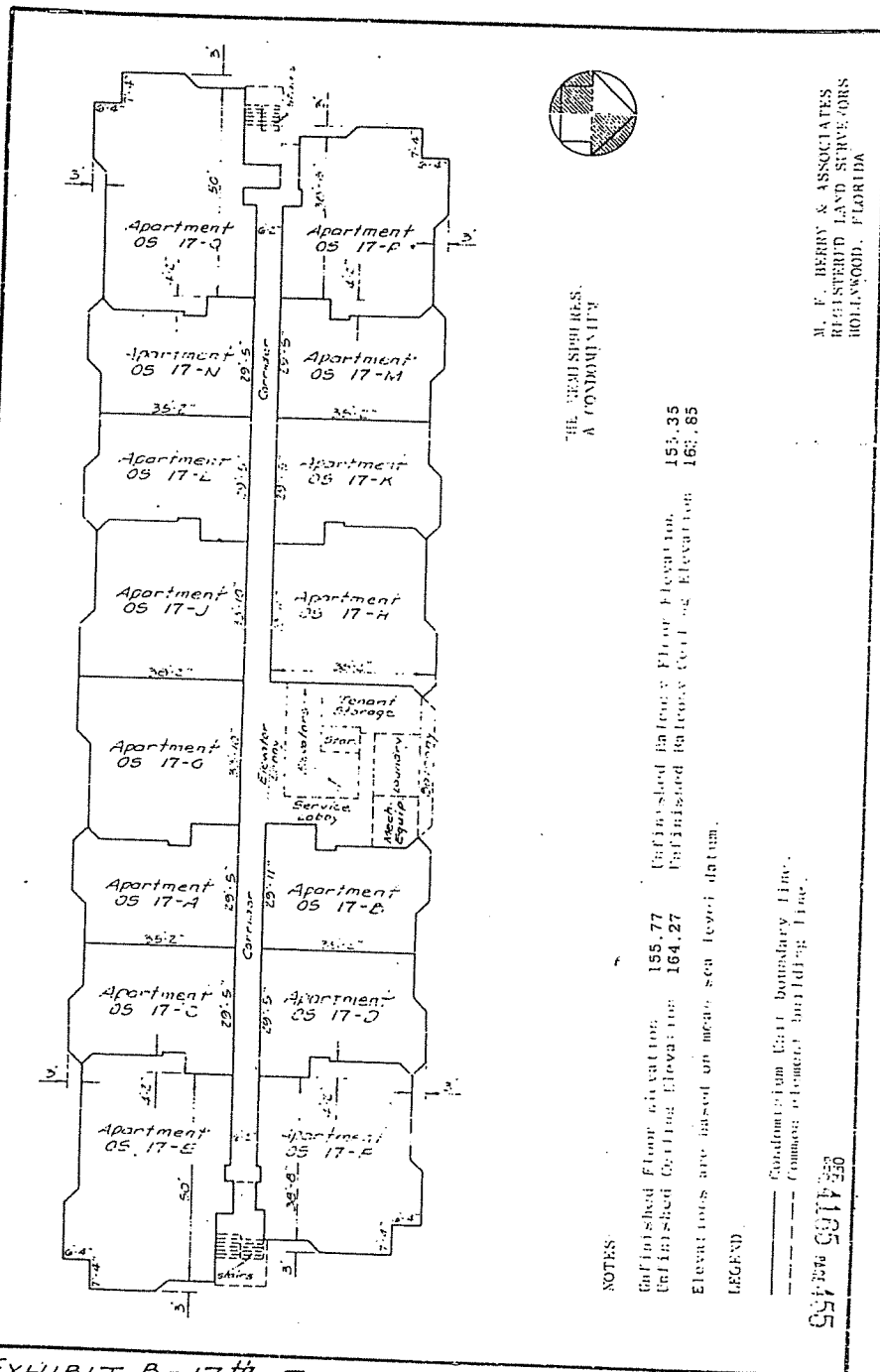
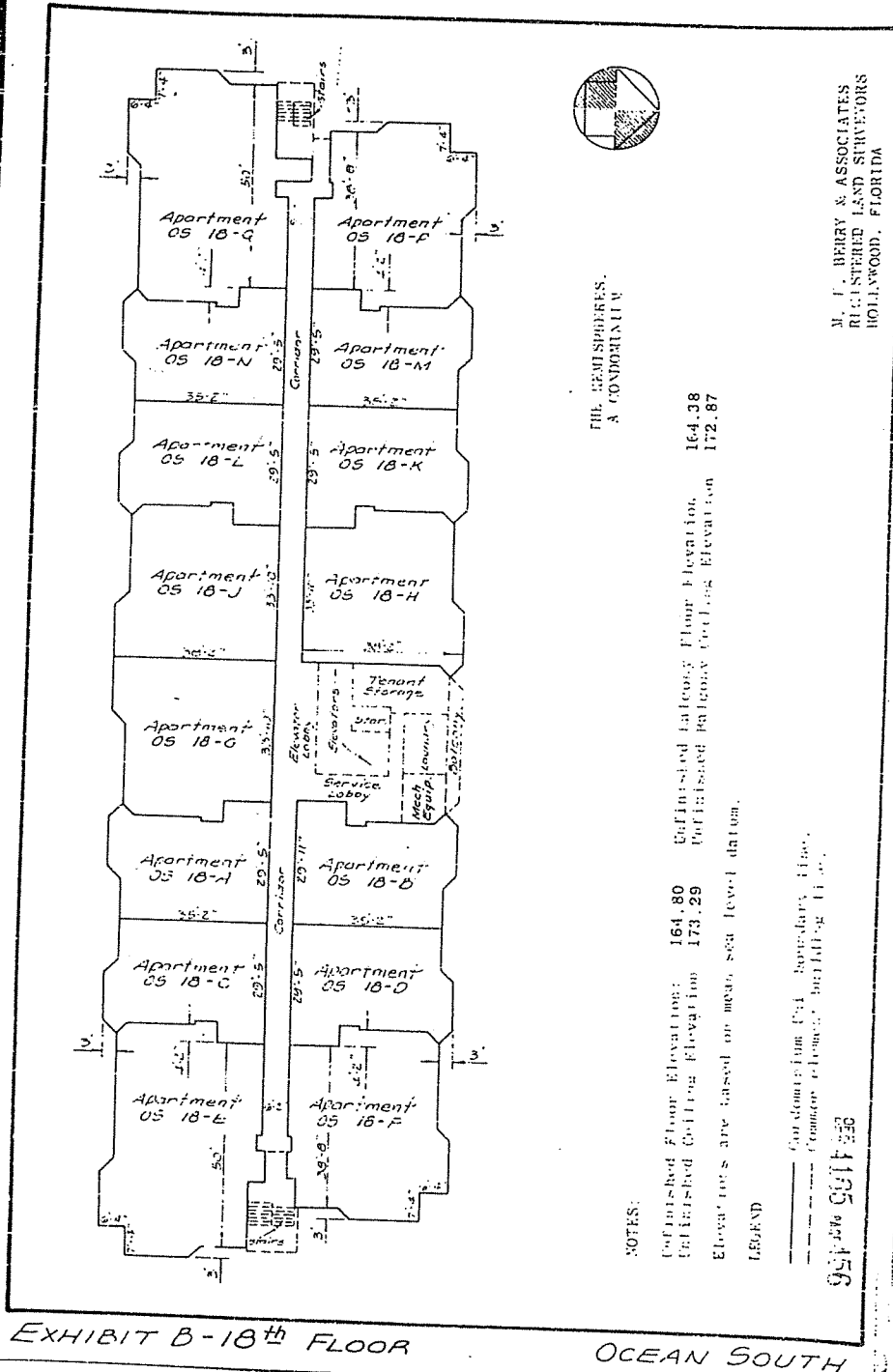


EXHIBIT B-17th FLOOR

OCEAN SOUTH

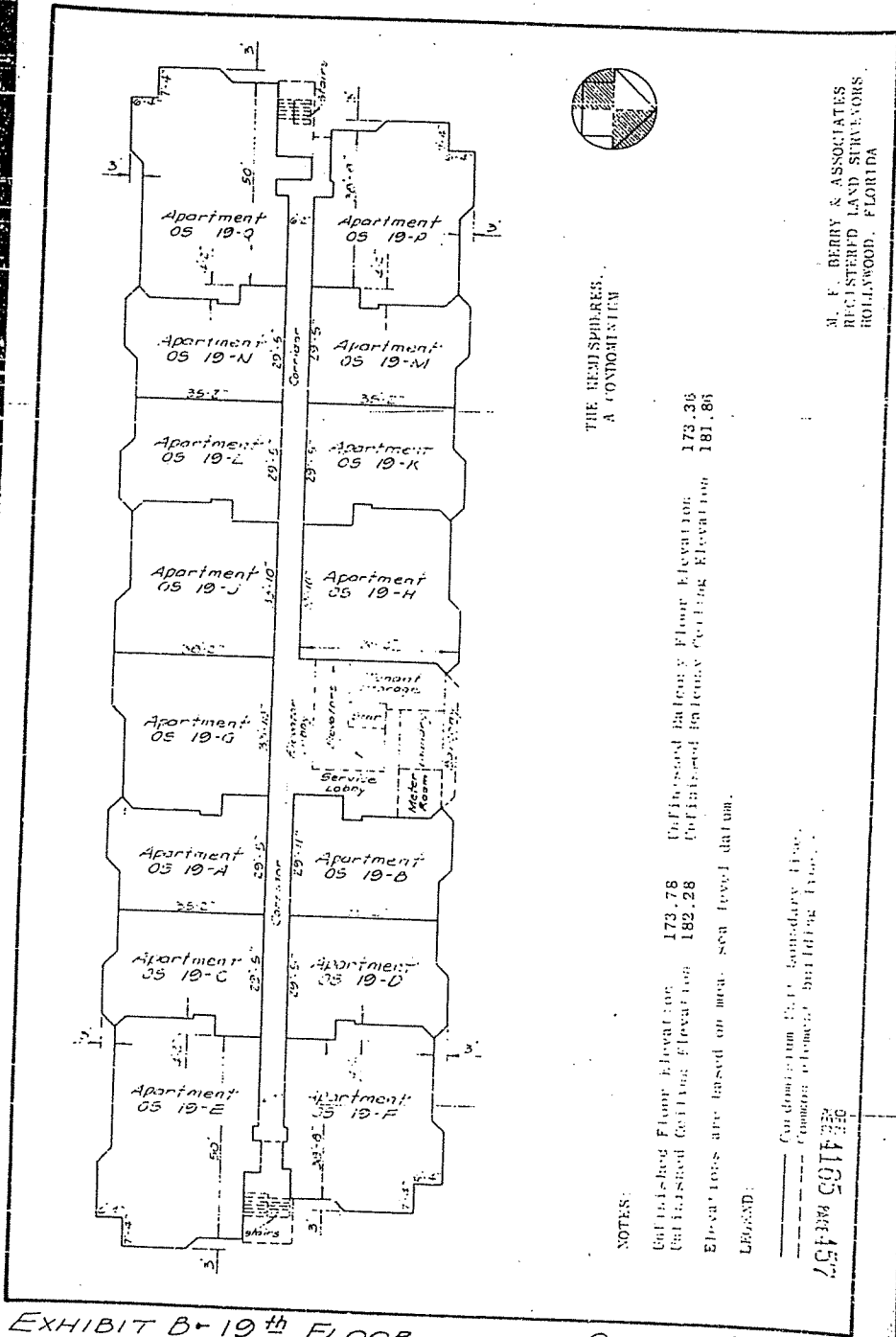


W. F. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B-18th FLOOR

OCEAN SOUTH

BR 4165



M. F. BERRY & ASSOCIATES
 REGISTERED LAND SURVEYORS
 HOLLYWOOD, FLORIDA

EXHIBIT B-19th FLOOR

OCEAN SOUTH

PAGE 457

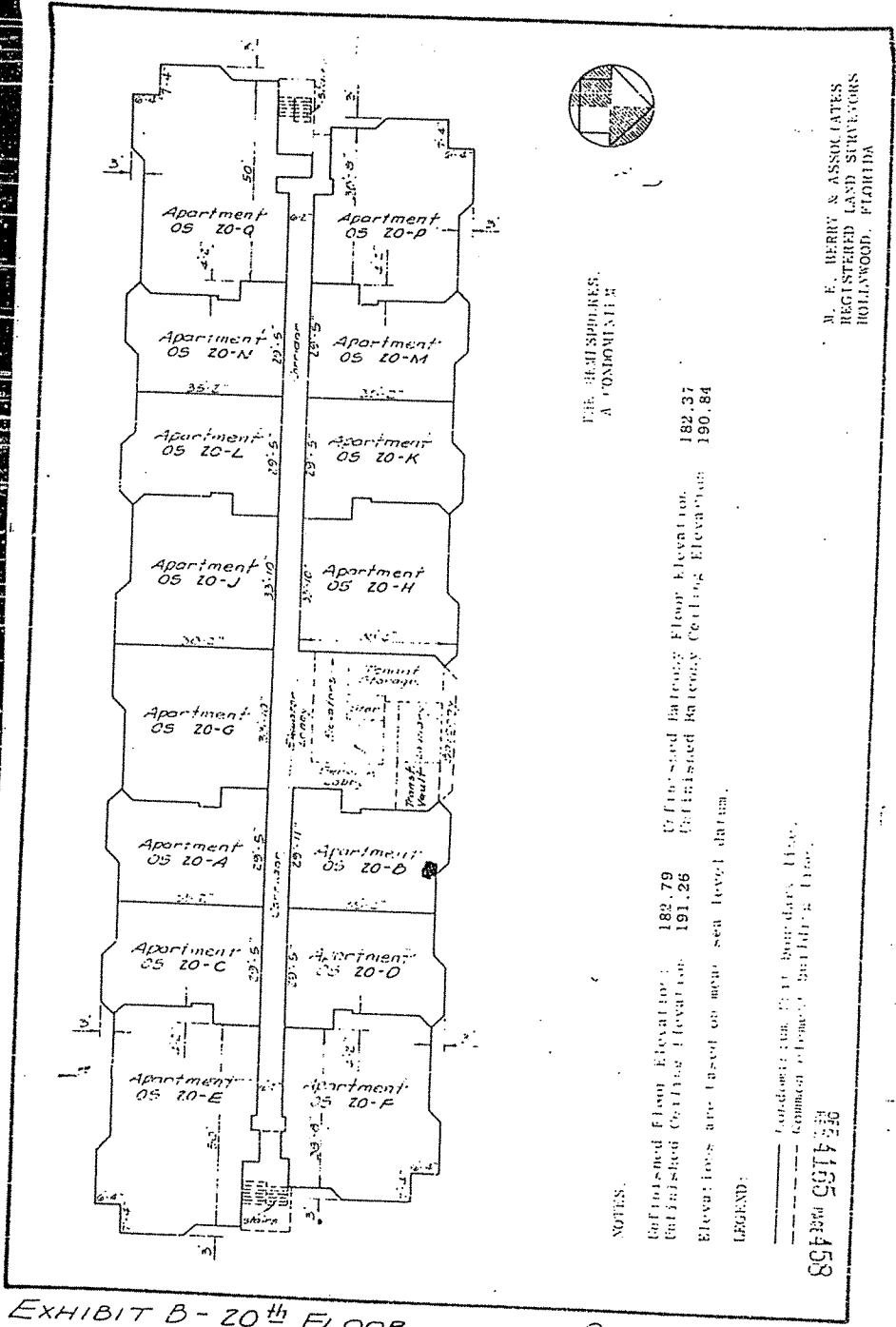


EXHIBIT B - 20th FLOOR

OCEAN SOUTH

BK 4165

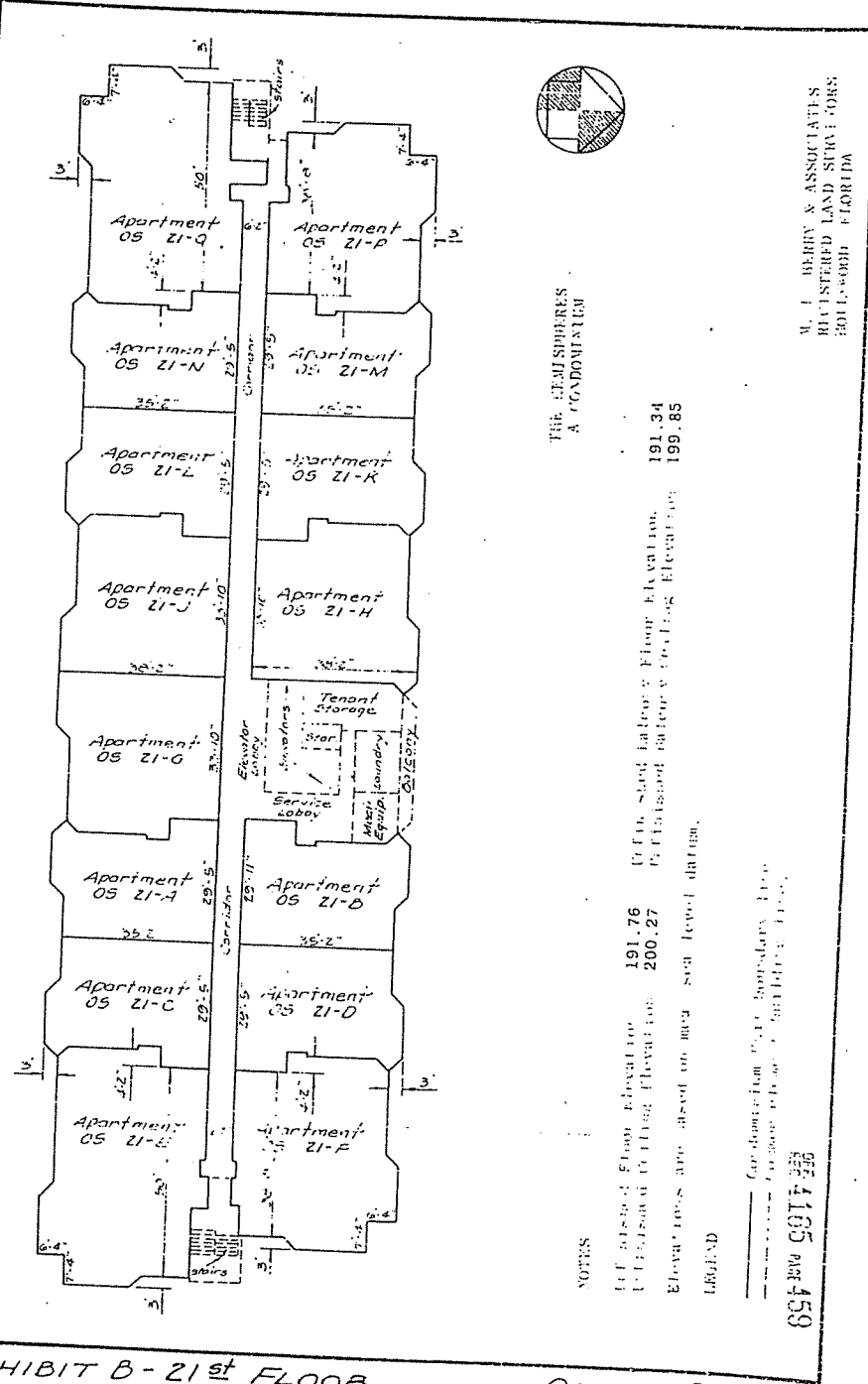


EXHIBIT B - 21st FLOOR

OCEAN SOUTH

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PAGF 460

OFF REC

BK 4165

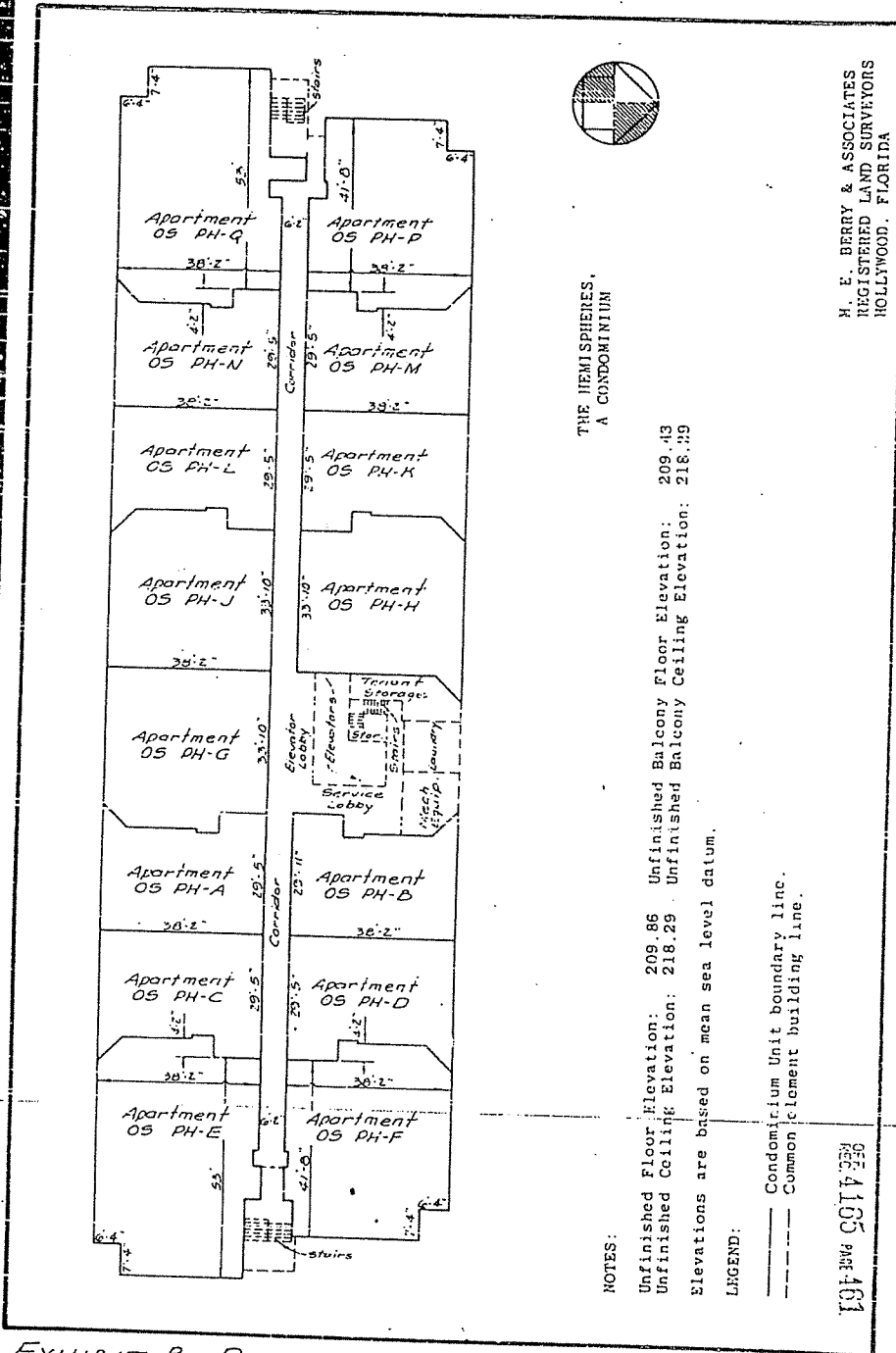


EXHIBIT B - PENTHOUSE

OCEAN SOUTH

Exhibit C to Condominium Declaration
establishing The Hemispheres

THE HEMISPHERES

ALLOCATION OF OWNERSHIP
INTERESTS IN THE COMMON ELEMENTS

BAY NORTH BUILDING

	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	BN L-1	.031007
Apartment	BN L-D	.056943
	BN L-E	.046603
	BN L-F	.093085
	BN L-G	.090940
MEZZANINE (LOBBY)		
Comm. Unit	BN M-1	.005395
Apartment	BN M-D	.056943
	BN M-E	.046603
	BN M-F	.093085
	BN M-G	.090940
	BN M-J	.042642
	BN M-K	.081190
	BN M-L	.042642
	BN M-M	.056943
	BN M-N	.056943
	BN M-P	.056943
	BN M-Q	.056943
	BN M-R	.093085
	BN M-S	.093085

FLOORS 2 THROUGH 18, INCLUSIVE

Each apartment unit whose
identification in the Survey
ends with the letter:

A	.042642
B	.056943
C	.056943
D	.056943
E	.056943
F	.093085
G	.093085
H	.042642
J	.042642

SEE 4165 pg 462

BK 4163

BAY NORTH BUILDING
(Continued)

K	.004375
L	.042642
M	.056943
N	.056943
P	.056943
Q	.056943
R	.093085
S	.093085

PENTHOUSE FLOOR

Apartment

BN PH-A	.042642
BN PH-B	.058893
BN PH-C	.058893
BN PH-D	.058893
BN PH-E	.058893
BN PH-F	.098936
BN PH-G	.098936
BN PH-H	.042642
BN PH-I	.042642
BN PH-K	.086405
BN PH-L	.042642
BN PH-M	.058893
BN PH-N	.058893
BN PH-P	.058893
BN PH-Q	.058893
BN PH-R	.098936
BN PH-S	.098936

OFF 4165
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BK 4165

BAY SOUTH BUILDING

	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	BS L-1	.041147
	BS L-2	.031332
	BS L-3	.026717
	BS L-4	.044202
Apartment	BS L-M	.063054
	BS L-N	.098676
	BS L-P	.098676
	BS L-Q	.121947

MEZZAINE (LOBBY)

Apartment	BS M-C	.063054
	BS M-D	.053433
	BS M-E	.121947
	BS M-F	.098676
	BS M-H	.087625
	BS M-J	.087625
	BS M-K	.063054
	BS M-L	.063054
	BS M-M	.063054
	BS M-P	.098676
	BS M-Q	.121947

FLOORS 2 THROUGH 22, INCLUSIVE

Each apartment unit whose
identification in the Survey
ends with the letter:

A	.063054
B	.063054
C	.063054
D	.063054
E	.121947
F	.098676
G	.087625
H	.087625
J	.087625
K	.063054
L	.063054
M	.063054
N	.063054
P	.098676
Q	.121947

EE 4105 Page 464

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BK 4165

BAY SOUTH BUILDING
(Continued)

PENTHOUSE FLOOR

Apartment

BS PH-A	.065784
BS PH-B	.065784
BS PH-C	.065784
BS PH-D	.065784
BS PH-E	.130657
BS PH-F	.104916
BS PH-G	.091655
BS PH-H	.091655
BS PH-J	.091655
BS PH-K	.065784
BS PH-L	.065784
BS PH-M	.065784
BS PH-N	.065784
BS PH-P	.104916
BS PH-Q	.130657

REF 4165 POC 485

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OFFICE

BK 4165

OCEAN NORTH BUILDING

	Unit (as Identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	ON L-1	.009881
	ON L-2	.01881
	ON L-3	.026326
	ON L-4	.013001
	ON L-5 & ON L-6	.108946
Apartment	ON L-G	.050183
	ON L-D	.063054
	ON L-E	.121947
	ON L-F	.097896
MEZZANINE (LOBBY)		
Apartment	ON M-C	.050183
	ON M-D	.063054
	ON M-E	.121947
	ON M-F	.098676
	ON M-H	.087625
	ON M-J	.080865
	ON M-K	.059603
	ON M-L	.063054
	ON M-M	.063054
	ON M-N	.063054
	ON M-P	.098676
	ON M-Q	.121947

FLOORS 2 THROUGH 22, INCLUSIVE

Each apartment unit whose
identification in the Survey
ends with the letter:

A	.063054
B	.063054
C	.063054
D	.063054
E	.121947
F	.098676
G	.087625
H	.067625
J	.087625
K	.063054
L	.063054
M	.063054
N	.063054
P	.098676
Q	.121947

064105
064166

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BK 4165

OCEAN NORTH BUILDING

(Continued)

PENTHOUSE FLOOR

Apartment

ON PH-A	.065704
ON PH-B	.065704
ON PH-C	.065704
ON PH-D	.065704
ON PH-E	.130657
ON PH-F	.104916
ON PH-G	.091655
ON PH-H	.091655
ON PH-I	.091655
ON PH-J	.065704
ON PH-K	.065704
ON PH-L	.065704
ON PH-M	.065704
ON PH-N	.065704
ON PH-P	.104916
ON PH-Q	.130657

REC-4105
MAR 467

PAGE 467

BK 4165

OCEAN SOUTH BUILDING

	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	OS L-1	.073564
	OS L-2	.021646
	OS L-3	-0-
MEZZANINE (LOBBY)		
Apartment	OS M-C	.063054
	OS M-D	.053433
	OS M-E	.121947
	OS M-F	.097696
	OS M-H	.087625
	OS M-J	.087625
	OS M-K	.059803
	OS M-L	.063054
	OS M-M	.063054
	OS M-N	.063054
	OS M-P	.098676
	OS M-Q	.121947

FLOORS 2 THROUGH 22, INCLUSIVE:

Each apartment unit whose
identification in the Survey
ends with the letter:

A	.063054
R	.063054
C	.063054
D	.063054
E	.121947
F	.098676
G	.087625
H	.087625
J	.087625
K	.063054
L	.063054
M	.063054
N	.063054
P	.098676
Q	.121947

SEE 4165 PAGE 468

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BK 4165

OCEAN SOUTH BUILDING

(Continued)

PENTHOUSE FLOOR

Apartment

OS PH-A	.065784
OS PH-B	.065784
OS PH-C	.065784
OS PH-D	.065784
OS PH-E	.130657
OS PH-F	.104916
OS PH-G	.091655
OS PH-H	.091655
OS PH-J	.091655
OS PH-K	.065784
OS PH-L	.065784
OS PH-M	.065784
OS PH-N	.065784
OS PH-P	.104916
OS PH-Q	.130657

SEE 4105 pag 469

PAGE 469

This instrument was prepared by:
Lisa Lerner, Esquire
Siegfried, Rivera, Lerner, De La Torre PA
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE HEMISPHERES, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 21 day of NOVEMBER, 2003 by
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation non-for-profit
(hereinafter referred to as "Association").

RECITALS

A. The Association has been established for the operation of The Hemispheres,
a condominium, in accordance with the Declaration of Condominium and related documents
which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352 of the
Public Records of Broward County, Florida and as subsequently amended (the "Declaration");
and

B. An amendment to Section 9.03 of Article IX of the Declaration was proposed
and approved in accordance with the provisions of Section 15.02 of Article XV of the
Declaration at a special meeting of the membership held on the 30th day of October, 2003 at
which a quorum of members were present in person or by proxy and said amendment was
approved by the affirmative vote of not less than a majority of the votes of unit owners
present at the meeting in person or by proxy.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The duly adopted amendment to Section 9.03 of Article IX of the Declaration is
attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment
this 21 day of NOVEMBER, 2003.

[Signature]
Print Name P. SANCHEZ
[Signature]
Print Name JULIO ORTIZ

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY: [Signature]
Ed Lesen, President

[Signature]
Print Name ELONA M FORTO
[Signature]
Print Name Arturo Cruz

BY: [Signature]
Alvin Baldinger, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of
November, 2003 by Ed Lesen as President and Alvin Baldinger as Secretary of The
Hemispheres Condominium Association, Inc., a Florida corporation, on behalf of the
corporation. They (who are personally known to me)/(who have produced _____ as
identification) and (did)/(did not) take an oath.

Signature: [Signature]
My Commission Expires:

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Carla Ann Wilmont
Commission # 00931225
Expires June 23, 2006
Banded Yarn
Atlantic Bonding Co., Inc.

EXHIBIT "A"

**AMENDMENT TO SECTION 9.03 OF ARTICLE IX OF
THE DECLARATION OF CONDOMINIUM
OF THE HEMISPHERES, A CONDOMINIUM**

New language is indicated by underscored type.

9.03 Leasing, Use and Occupancy of Units. As of the effective date of this amendment, no unit owner may lease their unit until they have owned the unit for a period of one (1) year. After the initial one (1) year ownership period, a unit may be leased subject to all restrictions set forth in this Declaration provided that no unit shall be leased or rented for a term less than three (3) uninterrupted months and no more than once during any consecutive twelve (12) month period. No individual rooms shall be rented and no transient occupants shall be accommodated in any unit. The lease or rental of any unit shall not release or discharge a unit owner thereof from compliance with any of his obligations and duties as a unit owner. Subleasing is prohibited, except in instances of undue hardship on the original lessee, which hardship shall not be self-imposed. All requests for permission to sublease shall require the written approval of the General Manager and the written consent of the unit owner, which unit owner will be required to accept the same responsibilities for the approved sublessee as for the original lessee. The Association may, from time to time, adopt reasonable rules and regulations, or amend those previously adopted, pertaining to the leasing, use and occupancy of units. Furthermore, the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, lessee, invitee or guest to comply with any provision of the Declaration, the Association By-Laws or reasonable rules and regulations of the Association pertaining to leasing, use and occupancy. No fine may exceed the maximum allowed by Florida Statute 718 and no fine may be levied except after giving reasonable notice and opportunity for a hearing to the party against whom the fine is sought to be imposed as specified in Section 18.06 of Article XVIII of this Declaration.

All other Sections of Article IX remain unchanged.



INSTR # 100548509

OR BK 30873 PG 0131

RECORDED 09/22/2000 11:23 AM

COMPTON

BROWARD COUNTY

DEPUTY CLERK 1047

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE HEMISPHERES, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 17th day of September, 2000 by THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation non-for-profit (hereinafter referred to as "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Hemispheres, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352 of the Public Records of Broward County, Florida and as subsequently amended (the "Declaration"); and

WHEREAS, amendments were proposed to the Declaration to amend Section 9.03 and Subsection 9.031 of Article IX and to add new Subsections 9.033 and 9.034 to Article IX; and

WHEREAS, the proposed amendments were proposed and approved in accordance with the provisions of Section 15.02 of Article XV of the Declaration at a special meeting of the membership held on the 31st day of August, 2000 at which a quorum of members were present in person or by proxy and said amendments were approved by the affirmative vote of not less than a majority of the votes of unit owners present at the meeting in person or by proxy.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
Deleted language is indicated by ~~struck-through~~ type.
3. Section 9.03 of Article IX of the Declaration is hereby amended as follows:

9.03 Leasing, Use and Occupancy of Units. As of the Effective date of this amendment July 1, 1992 no unit shall be leased or rented for a term less than ~~three (3)~~ twelve (12) uninterrupted months and no more than once during any consecutive twelve (12) month period. No individual rooms shall

OR BK 30873 PG 0132

be rented and no transient occupants shall be accommodated in any unit. The lease or rental of any unit shall not release or discharge a unit owner thereof from compliance with any of his obligations and duties as a unit owner. Subleasing is prohibited, except in instances of undue hardship on the original lessee, which hardship shall not be self-imposed. All requests for permission to sublease shall require the written approval of the General Manager and the written consent of the unit owner, which unit owner will be required to accept the same responsibilities for the approved sublessee as for the original lessee. The Association may, from time to time, adopt reasonable rules and regulations, or amend those previously adopted, pertaining to the leasing, use and occupancy of units. Furthermore, the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, lessee, invitee or guest to comply with any provision of the Declaration, the Association By-Laws or reasonable rules and regulations of the Association pertaining to leasing, use and occupancy. No fine may exceed the maximum allowed by Florida Statute 718 and no fine may be levied except after giving reasonable notice and opportunity for a hearing to the party against whom the fine is sought to be imposed as specified in Section 18.06 of Article XVIII of this Declaration. Unit owner and, if applicable, to its licensee, lessee, invitee or guest as referred to in the Florida Administrative Code 70-23.005.

4. Subsection 9.031 of Article IX of the Declaration is hereby amended as follows:

9.031 Leasing Procedure. No Owner may lease his Unit without the prior written approval of the Board of Directors. An Owner intending to lease his Unit shall provide the Association with written notice of his intent to lease the Unit, along with a copy of the proposed lease and a standard lease application form as promulgated by the Board of Directors from time to time, within fourteen (14) days from receipt of the Owner's notice of intent to lease his Unit, and any additional information which may be required by the Board of Directors. The Board of Directors shall either approve or disapprove of the lease. The Association may deny permission to lease the Unit upon any reasonable grounds, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in the maintenance assessments for his Unit; (3) occupancy of the unit by the proposed tenant would violate any provision of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations of the Association; or (4) the Owner or proposed tenant makes any misrepresentation on any of the lease approval forms. No tenant may occupy the Unit prior to obtaining the Board of Directors' approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant occupies the Unit prior to receipt of approval from the Board of Directors. A unit owner shall notify the Association, in writing, not less than ten (10) days before the commencement of the rental of his unit of his intention to rent or lease same. Every lease shall contain or be deemed to contain a provision that the lessee is subject to this Declaration, the Charter, Bylaws and Rules and Regulations of the Association. The unit owner shall provide the Association with a copy of the executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the

OR BK 30873 PG 0133

unit owner (lessor) to provide the lessee with a copy of the Condominium Documents as well as the Rules and Regulations and Advisories. The Association shall have the authority to charge a non-refundable \$100.00 screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes, as same may be amended from time to time, in order to determine that proposed tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with a proposed tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individuals to conduct such interview.

5. Article IX of the Declaration is hereby amended to add the following new Subsections:

All of the following language is new language.

9.033 Tenants shall be required to place in escrow with the Association a security deposit in a sum to be established by the Board of Directors which shall not exceed the highest sum permitted by Chapter 718, Florida Statutes as amended from time to time. The security deposit may be used by the Association to repair any damages to the common elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board of Directors). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Such security deposits shall be administered in accordance with Part II Chapter 83, Florida Statutes.

9.034 Lease Addendum. In connection with the leasing of a Unit, the Board of Directors shall have the right to require that Owners and their tenants execute a standard Lease Addendum as promulgated by the Board of Directors from time to time. In addition to other provisions which may be adopted by the Board of Directors, the standard Lease Addendum may provide that the Owner leasing his Unit shall be deemed to irrevocably appoint the Association as his agent or attorney-in-fact in his place and stead to terminate the tenancy of any tenant who violates any conditions of the Association's Declaration, By-Laws, Articles of Incorporation and Rules and Regulations as all may be amended from time to time (the "Association's Governing Documents"). The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. The Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the tenant. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Owner of his obligation to terminate the Lease and evict the tenant for any violations of law or the Association's Governing Documents. The standard Lease Addendum may further provide that if the Owner is delinquent in the payment of any regular or special assessments due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's tenant. Such rental

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payments shall be collected and applied in accordance with the procedures established by the Board of Directors.

6. There was a scrivener's error in the numbering of Sections in prior amendments to Article IX of the Declaration resulting in two Sections being numbered 9.05. Accordingly, the Section entitled, "Occupancy" currently numbered as Section 9.05 is hereby amended to change the Section number to 9.04.
7. Except as amended herein, all other Sections of Article IX remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 7th day of September, 2000.

Print Name ESHA PEREZ

Print Name ROBERT M. HITNER

Print Name ROBERT M. HITNER

Print Name ESHA PEREZ

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY: Ronald Tarantino
Ronald Tarantino, President

BY: Domenick Pugliese
Domenick Pugliese, Secretary

STATE OF FLORIDA

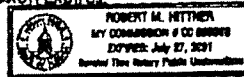
COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me this 7th day of September, 2000 by Ronald Tarantino as President and Domenick Pugliese as Secretary of The Hemispheres Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They who are personally known to me (who have produced as Identification) and (did/did not take an oath).

This instrument prepared by:

LISA A. LERNER, Esq.
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SCODEL, P.A.
201 Alhambra Circle
Suite 1102
Coral Gables, FL 33134

Signature: Robert M. Hitner
My Commission Expires:



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CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE HEMISPHERES, A CONDOMINIUM

THIS CERTIFICATE OF AMENDMENT is executed this 25TH day of OCTOBER, 1994 by THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation non-for-profit (hereinafter referred to as "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Hemispheres, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352 of the Public Records of Broward County, Florida and as subsequently amended (the "Declaration"); and

WHEREAS, amendments were proposed to Section 8.032 of Article VIII of the Declaration entitled, "Maintenance, Alteration and Repair of Condominium" and to add a new Section 18.06 to Article XVIII of the Declaration entitled "Miscellaneous Provisions"; and

WHEREAS, the proposed amendments were proposed and approved in accordance with the provisions of Section 15.02 of Article XV of the Declaration at a special meeting of the membership held on the 20th day of October, 1994 at which a quorum of members were present in person or by proxy and said amendments were approved by the affirmative vote of not less than a majority of the votes of unit owners present at the meeting in person or by proxy.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscoring type.
Deleted language is indicated by ~~struck-through~~ type.
3. Section 8.032 of Article VIII of the Declaration, entitled

00009471R222A

"Maintenance, Alteration and Repair of Condominium", is hereby amended as follows:

Alteration and improvement. Whenever in the judgment of the Board of Directors of the Association the Common Elements or Club Facilities shall require additions, alterations or improvements costing in excess of \$50,000.00, and the making of such additions, alterations and improvements shall have been approved by ~~the record owners of not less than 75% of a majority of the votes of those units owners present~~ represented in person or by proxy at a duly called meeting of the Association at which a quorum is present, the Association shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. No such addition, alteration or improvement, however, shall interfere with the substantial rights of any owner without his consent. Any additions, alterations or improvements of the Common Elements or Club Facilities costing \$50,000.00 or less may be made by the Association without approval of the Owners and the cost thereof shall constitute part of the Common Expenses and shall be assessed against all Owners.

All other sections of Article VIII remain unchanged.

4. Article XVIII of the Declaration entitled "Miscellaneous Provisions" is hereby amended to add a new Section 18.06 entitled, "Fines".

All of the following language is new language

18.06 Fines. In addition to all other remedies available, the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association as all may be amended from time to time. No fine shall exceed the maximum amount permitted by Chapter 718, Florida Statutes as amended from time to time, nor shall any fine be levied except after giving reasonable notice and an opportunity for a hearing to the party against whom the fine is sought to be imposed in accordance with the procedures specified in the Association's Rules and Regulations.

All other sections of Article XVIII remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 25TH day of OCTOBER, 1994.

Fred J. Rodabault
Print Name

Louise Chen
Print Name

Maury Pearlman
Print Name

Herb Singer
Print Name

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY Maury Pearlman
Maury Pearlman, President

BY Herb Singer
Herb Singer, Secretary

Corporate Seal

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25TH day of October, 1994 by Maury Pearlman as President and Herb Singer as Secretary of The Hemispheres Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me) ~~(who have produced~~ as identification) and ~~(did)~~ (did not) take an oath.

Signature: William B. Skidmore

Name: WILLIAM B. SKIDMORE

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 23, 1996
BONDED THRU GENERAL INS. UND. 1

G:\CONDO\A\AMENDMEN.TS\HEMISP.H.CER

BR22812PG0840

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

92042278

CERTIFICATE OF AMENDMENT
TO SECTION 9.03 OF ARTICLE IX OF THE
DECLARATION OF CONDOMINIUM OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 2ND day of JANUARY, 1992 by THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Hemispheres Condominium, in accordance with the Declaration of Condominium (the "Declaration") and related documents which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352 of the Public Records of Broward County, Florida, and as subsequently amended; and

WHEREAS, an amendment to Section 9.03 of Article IX of the Declaration, entitled "Use Restrictions", which was previously amended on the 24th day of November 1982 in Official Records Book 10524, at Page 661, of the Public Records of Broward County, Florida, was proposed; and

WHEREAS, the proposed amendment to Section 9.03 of Article IX was proposed and approved in accordance with the provisions of Section 15.02 of Article XV of the Declaration at a special meeting of the Association on the 15th day of December, 1991 at which a quorum of members were present in person or by proxy and was approved by the affirmative vote of not less than a majority of the votes of unit owners present at the meeting.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
Deleted language is indicated by ~~struck-through~~ type.
3. Section 9.03 of Article IX of the Declaration, entitled "Use Restrictions", is hereby amended as follows:

9.03 Leasing, Use and Occupancy of Units. Effective July 1, 1992 No unit shall be leased or rented for a term less than ~~three (3) twelve (12)~~ three (3) uninterrupted months, ~~and no more than once during any consecutive twelve-month period.~~ No individual rooms shall be rented and no transient ~~tenants~~ occupants shall be accommodated in any unit. The lease or rental of any unit shall not release or discharge a unit owner thereof from compliance with any of his obligations and duties as a unit owner. Subleasing is prohibited, except in instances of undue hardship on the original lessee, which hardship shall not be self-imposed. All requests for permission to sublease shall require the written approval of the General Manager and the written consent of the unit owner, which unit owner will be required to accept the same responsibilities for the approved sublessee as for the original lessee. The Association may, from time to time, adopt reasonable rules and regulations, or amend those previously adopted, pertaining to the leasing, use and occupancy of units. Furthermore, the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, lessee, invitee or guest to comply with any provision of the Declaration, the Association By-Laws or reasonable rules and regulations of the Association pertaining to leasing, use and occupancy. No fine may exceed the maximum allowed by Florida Statute 718 and no fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit

owner and, if applicable, to its licensee, lessee, invitee or guest as referred to in the Florida Administrative Code 7D-23.005. /

The remaining sections of Article IX remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 2ND day of JANUARY, 1992.

Witnesses:

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC., a
Florida corporation not-for-profit

Mark Braun
Print Name MARK BRAUN
Louise Cohen
Print Name Louise Cohen

By: [Signature]
Albert Levitt, President

Mark Braun
Print Name MARK BRAUN
Louise Cohen
Print Name Louise Cohen

By: Meeta Kaminsky
Milton Kaminsky, Secretary

(Seal of Corporation)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared ALBERT LEVITT, as President and MILTON KAMINSKY, as Secretary, respectively, of THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., and who are personally known to me to have executed this Certificate of Amendment in the above capacity.

JANUARY SWORN TO AND SUBSCRIBED to before me this 2ND day of JANUARY, 1992

[Signature]
Notary Public, State of Florida
Print Name PEDRO SANCHEZ

My Commission Expires: 2/21/95

Notary Public STATE OF FLORIDA
My Comm Exp 2/21/95
BONDED

This instrument prepared by:
Lisa A. Lerner, Esquire
Siegfried, Kipnis, Rivera, Lerner
De La Torre & MocarSKI, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

COUNTY ATTEST

AMENDMENTS DISK 1

EX79129PG0440

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CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of The Hemispheres as described in Book 4105 at Page 352 of the Official Records of Broward County, Florida was duly adopted in the manner provided in Article 15.02 of the Declaration, that is by a majority vote of unit owners present at a duly called meeting at which a quorum was present held on November 18, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of November, 1986, at Hallandale, Broward County, Florida.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 26th day of November, 1986, personally appeared Harley E. Kessler, President, and Seth Beit, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Feb. 10, 1990
Bonded Thru Frank B. Hall Ins. Co.

[Signature]
Notary Public

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AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

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

Article X

ASSESSMENTS

- 10.06 The Association may charge a use fee against any unit owner utilizing the Marina facilities, at a reasonable rate to be determined by the Board of Directors. Such fee will be secured by a lien collectible in the same manner as any assessment imposed by the Association.

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

REC 13971 PAGE 661

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

CERTIFICATE OF AMENDMENT
TO THE DECLARATION AND BYLAWS OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

82-315823

WE, the undersigned, being the duly elected President and Alt. Secretary of the Hemispheres Condominium Association, Inc., do hereby certify that the following Amendments contained on pages 1 through 10 inclusive of the Declaration of Condominium and Bylaws of the Hemispheres as filed March 17, 1970 in the Official Records Book 4165, Page 352 of the Public Records of Broward County, Florida and as Amended by Resolution 80-10-18A as filed on March 9, 1981, in the Official Records Book 9454, Page 99 of the Public Records of Broward County, Florida, were proposed by the Board of Directors and adopted by a majority of all Unit Owners at a duly held meeting of Unit Owners on September 12, 1982;

HEMISPHERES DECLARATION OF CONDOMINIUM REVISIONS

1. Changing of any identifying numbers and letters as may be required to properly organize and index the approved text changes.
2. Deletion of existing Exhibit F (Management Agreement), as described in existing pages 47 through 52, inclusive.
3. Deletion of existing Exhibit G (the Hemispheres Club Lease), as described on existing pages 55 through 69A, inclusive, and substitution of a new Exhibit F, which serves our present status as fee owner of the Club Facilities.
4. Section 2.03 is amended as follows:

2.03. Bylaws. The Bylaws of the Association, as they may be from time to time amended. The initial Bylaws, to be adopted by the Association, which shall be effective until amended in the manner therein provided, are annexed hereto as Exhibit E.
5. Section 2.05 is amended as follows:

2.05. Club Facilities. The land and the improvements thereon and to be constructed thereon which are subject matter and are more particularly described in the Club Lease in Exhibit F as the "Yacht Club Parcel" and "Ocean Club Parcel".
6. Section 2.06 Club Lease is deleted.
7. Section 2.08 is renumbered and amended as follows:

2.07. Common Expenses. All expenses for the maintenance, operation, repair or replacement of the Common Elements and of those portions of Units which, under the terms of Article 8.011, are to be maintained or replaced by the Association; expenses of administration operation and management of the Condominium and of the Club Facilities, including expenses under the a Management Agreement described in Article VII and expenses of furnishing utility services such as hot and cold water, electric power (other than that for which the Owners are directly responsible), sewage disposal and trash removal; expenses of the Association as lessee under the Club Lease, including expenses incurred in operating and maintaining the Club Facilities; expenses declared to be Common Expenses by the Declaration, or the Bylaws, or the Club Lease and any valid charge against the Condominium as a whole.

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CLUB FACILITIES
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8. Section 2.102 is amended and renumbered as follows:

2.092. The Apartment Buildings, and all other structures and improvements on the Land and to be constructed thereon, substantially in conformance with plans and specifications therefore, prepared by Robert Canney West, architect, A.E.A., of South Miami, Florida, under order number 67100, copies of which plans are on file with the said architect, with the Developer and with the Association, and with the Building Department of the City of Hallandale, Florida; and

9. Section 2.103 is deleted.

10. Section 2.104 is renumbered and is amended as follows:

~~2.104~~ 2.094. All tangible personal property previously furnished by the Developer or acquired by the Association, and

11. Article III - General Description; Boundaries of Unit; Amendment Of Plans

Section 3.01 is amended as follows:

3.01. General description. The Condominium includes four apartment buildings and other structures, improvements and facilities described in the Survey, Exhibit F - Club Facilities and in the plans and specifications heretofore referred to. The Association shall designate that portion of the Common Elements to be used for automobile parking and within such area shall assign to each Unit Owner or Lessee who owns or leases an automobile either (a) the exclusive right to utilize a designated parking space, or (b) the right, in common with other units, to utilize designated parking spaces. Such assignments shall be temporary and subject to revision by the Association at any time or times it shall deem appropriate.

12. Section 3.03 is amended as follows:

3.03 Amendment of floor plans

3.031. Alteration of Unit Plans. Upon the written approval of the General Manager, in accordance with the appropriate Rules and Regulations, the interior floor plan of a unit may be changed by its owner, ~~and the boundaries between units may be changed by the Owners of the Units affected.~~ No change in the boundaries shall encroach upon the Common Elements nor be effected except in accordance with plans prepared by a licensed architect and filed with the Association. All changes must shall be made in accordance with the provisions of this Declaration concerning alteration of Units. No Owner other than the Developer may subdivide a unit into more than one unit.

13. 3.032 Amendment of Declaration is deleted.

3.032. Change in Boundaries (New)

No changes in the boundaries between units shall be effected by unit owners. Irrespective of the foregoing provision, the Association may partition, combine, or subdivide, for rental or other purposes, any units designated for commercial usage which are owned by the Association, its successors and assigns, and shall not be required to set forth same in an amendment to the Declaration.

14. ARTICLE V - EASEMENTS

Section 5.01 is amended as follows:

5.01. Perpetual non-exclusive easement in Common Elements. The Common Elements are hereby declared to be subject to perpetual non-exclusive easements (a) in favor of all Owners for their use and the use of their and their lessee's immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, (b) ~~in favor of the parties to the Club Lease and Association and its owners, members, their respective successors, invitees, licensees,~~

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designees and assigns, for ingress to and egress from the Club Facilities and for the furnishing of Utility Services and other services and facilities, including reasonably adequate operation, use and benefit of the Club Facilities. ~~and--(e)--in-favor-of-all-Owners-and-occupants-of-Units-operated-as-a-hotel-pursuant-to-Article 9.03-hereof, and-of-the-manager-of-such-hotel-operation, and-their employees, invitees-and-licensees, for-all-proper-and-normal purposes for-such-hotel-operation-and-for-the-furnishing-of-services-and facilities-reasonably-required-for-such-hotel-operation, including, but-not-limited-to, use-of-lobby-and-corridors, reception-desk accommodations, telephone-switchboard-facilities, linen-storage, employee dressing-and-locker-facilities-and-equipment-storage-space~~

15. ARTICLE VI - ADMINISTRATION OF THE CONDOMINIUM

Article VI is amended to read as follows:

To provide for the Administration of the Condominium by the Owners, the Association shall be organized. The Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the Declaration, the Charter and the Bylaws as amended from time to time. In the administration and management of the Condominium, the Association may delegate part or all of its duties to a managing agent. (Evidence of the exercise of this right is set forth in Article VII below).

16. ARTICLE VII - Management Agreement is amended to read as follows:

ARTICLE VII - Management Agreement. The Association shall have the power to enter into a management agreement for the operation of the condominium, ~~with Indeco Management Corporation-N.V., a Netherlands-Antilles Corporation, as managing agent, copy of which is annexed hereto as Exhibit-B~~. Each Owner, his heirs, successors and assigns shall be bound by the said management agreement to the same extent and effect as if he had executed said the agreement for the purposes therein expressed, including but not limited to: adopting, ratifying and confirming the execution thereof by the Association, covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder therein, and agreeing that the individuals who are directors or officers of the Association when it enters into such management agreement are not in breach of any of their duties or obligations to the Association or to its present or future members. ~~It is specifically recognized that, at the time said management agreement is negotiated and executed, the Developer and said managing agent are and may continue to be under common ownership or control, and one or more of the directors and officers of the Developer may be and may continue to be officers and directors of the Association and of said managing agent under said agreement, and that such circumstances shall not and cannot be construed or considered as a breach of any duties and obligations to the Association or its members nor as grounds to invalidate the management agreement in whole or in part.~~ At the time a new management agreement is entered into, and approved by the Board of Directors, a copy will be available for inspection at the Administration Office.

17. ARTICLE VIII - MAINTENANCE, ALTERATION AND REPAIR OF CONDOMINIUM

Section 8.0116 (New)

Should the maintenance, repair, or replacement of any of the above be made necessary because of the negligent act or omission of a unit owner, his family, lessees, invitees, or guests, the work shall be done by the Association at the expense of owner and the cost shall be secured as an assessment.

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18. Section 8.0126 (New):

To promptly pay the Association all costs of maintenance, repair, or replacement levied pursuant to 8.0116, above.

19. Section 8.032 is amended to read as follows:

Alteration and improvement. Whenever in the judgment of the Board of Directors of the Association the Common Elements or Club Facilities shall require additions, alterations or improvements costing in excess of \$50,000.00, and the making of such additions, alterations and improvements shall have been approved by the record owners of not less than 75% of the Common Elements, of unit owners present in person or by proxy at a duly called meeting of the Association at which a Quorum is present, the Association shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. No such addition, alteration or improvement, however, shall interfere with the substantial rights of any owner without his consent. Moreover, the cost of any such addition, alteration or improvement in excess of \$50,000.00 shall not be assessed as a Common Expense against a mortgage described in Article 11.02 hereof, which shall have approved such expenditure. Any additions, alterations or improvements of the Common Elements or Club Facilities costing \$50,000.00 or less may be made by the Association without approval of the Owners and the cost thereof shall constitute part of the Common Expenses and shall be assessed against all Owners, including the aforesaid mortgages described in Article 11.02, if any, who may then be owners.

20. ARTICLE IX - USE RESTRICTIONS

Section 9.01 is amended to read as follows:

Section 9.01. Commercial Units. Each Unit described in the Survey as a Commercial Unit, and which is located on ground level, may be used for or in connection with any legally permitted commercial enterprise, including office use.

21. Section 9.02. Ground Floor and Mezzanine Units is deleted.

22. Section 9.03. Hotel Units is deleted.

23. Section 9.04 is renumbered and amended to read as follows:

Section 9.04. 9.02 Residential Units. Except with the prior written consent of the Association All units other than the commercial units described in Article 9.01, and the mezzanine units described in Article 9.02 and those units which may from time to time comprise the hotel operation described in Article 9.03, shall be used for residential purposes only. The term "residential purposes" as used in this Declaration shall be deemed to include, by way of illustration and not limitation, the leasing of units by owners to tenants for the production of income, whether such leases are made individually and directly or by means of a large scale common leasing program through a common entity or under the supervision and control of a managing agent, or otherwise. Initially it is contemplated that approximately 1175 apartments will be operated through a common leasing program under the supervision and management of Indeco Management Corporation-N.V.

24. Section 9.03 (New)

Section 9.03. Leasing of Units. No unit shall be leased or rented for a term less than three (3) uninterrupted months, and not more than once during any consecutive twelve month period. No individual rooms shall be rented and no transient tenants shall be accommodated in any unit. The lease or rental of any unit shall be accommodated in any unit. The lease or rental of any unit shall be accommodated in any unit.

shall not release or discharge a unit owner thereof from compliance with any of his obligations and duties as a unit owner. Subleasing is prohibited, except in instances of undue hardship on the original lessee, which hardship shall not be self-imposed. All requests for permission to sublease shall require the written approval of the General Manager and the written consent of the unit owner, which unit owner will be required to accept the same responsibilities for the approved sublessee as for the original lessee.

25. Section 9.031. (New)

Section 9.031. Leasing Procedure. A unit owner shall notify the Association, in writing, not less than ten (10) days before the commencement of the rental of his unit of his intention to rent or lease same. Every lease shall contain or be deemed to contain a provision that the lessee is subject to this Declaration, the Charter, Bylaws and Rules and Regulations of the Association. The unit owner shall provide the Association with a copy of the executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the unit owner (Lessor) to provide the lessee with a copy of the Condominium Documents as well as the Rules and Regulations and Advisories.

26. Section 9.032 (New)

Section 9.032. Tenants Obligations. All of the provisions of this Declaration, the Charter, the Bylaws and Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a tenant, to the same extent as against an Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, the Declaration of Condominium, Charter and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

27. Section 9.05 (New)

Section 9.05. Occupancy. No unit shall be used for any purpose other than as and for a single family residence or dwelling. No studio unit shall be permanently occupied by more than two individuals, one bedroom unit by more than three individuals, two bedroom unit by more than four individuals or three bedroom unit by more than six individuals. The ownership of a unit by a corporation, partnership or fiduciary does not give such unit owner greater use rights than those granted to individual unit owners.

28. ARTICLE X - ASSESSMENTS

Section 10.01 is amended to read as follows:

10.01. Method; default. The Association shall determine and assess the Common Expenses in accordance with the provisions of the Bylaws. Each owner shall pay his assessment to the Association at the times and in the manner designated by the Association in accordance with the provisions of the Bylaws. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment or installment thereof is not paid to the Association on or before the due date for such payment. Said payment(s), when when in default, the assessment or installment thereof shall bear interest at the rate of ~~10%~~ per annum until paid, highest legal rate permitted by law per annum from due date until paid. Assessments or installments that are unpaid for over fifteen (15) days after due date shall be deemed to be in default and shall be subject to a late charge of \$25.00 per month of delinquency. Moreover, the defaulting owner shall be liable for all costs of collecting such assessments or installment thereof and the interest thereon, including a reasonable attorney's fee whether or not suit be brought.

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29. Section 10.04 is amended to read as follows:

10.04. Certificate as to assessments. Upon written request, any owner may require the Association to furnish a certificate showing the amount of unpaid assessments against him with respect to his unit; the holder of a mortgage or other lien upon a Unit shall have the same right as to such Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

30. Section 10.05 is amended to read as follows:

10.05. Assessments where fewer than four Apartment Buildings. During any period of time in which fewer than four Apartment Buildings are being maintained and operated by the Association (as, for example, ~~prior to completion of initial construction of the four Apartment Buildings~~, or during reconstruction of an Apartment Building after a casualty), the Common Expenses shall be apportioned against Owners in such manner as the Board of Directors of the Association, in its sole discretion, shall determine to be fair and equitable.

31. ARTICLE XI - SALES; MORTGAGES

Section 11.02 is amended to read as follows:

11.02. Except with the prior written consent of the Association, no owner shall mortgage his unit except by a mortgage made to a bank, trust company, insurance company, savings and loan association, pension fund, private or public investment or mutual fund, or other institutional lender, or by a purchase money mortgage, agreement for deed, or other contractual obligation to the Developer. A mortgage or encumbrance other than those as heretofore provided shall state that the lien rights of said instrument are subordinate to any existing or future lien rights of the Association. The lien of any encumbrance in violation of the provision shall be void and of no effect unless authorized by the Association by written recordable certificate of authorization.

32. ARTICLE XIV - CLUB FACILITIES

Sections 14.01 - 14.04 inclusive are deleted. (New)

The Association, as fee owner of the Club Facilities described in Exhibit "F", shall do and perform each and every act and thing required for the maintenance, operation, alteration, improvement and repair of said premises. All expenses incurred by the Association thereto, including expenses of operating and maintaining Club Facilities, shall be assessed against the owners as a Common Expense.

BYLAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC. REVISIONS

33. VI A. is deleted

VI A. Number, Qualifications and Term (New)

The Board of Directors shall be comprised of nine (9) persons. Until such time as the developer shall no longer have the right, by law, to appoint one director, there shall be eight (8) directorships subject to the electoral process. When the developer no longer has a designated Director on the Board, all nine (9) directorships shall be filled by election. Each director position filled by the electoral process shall serve for one year or until such time as a successor shall be elected. Except for the Director appointed by the Developer, all Directors shall be unit owners, spouses of unit owners, parents, grandparents or children of unit owners, as long as such qualified individuals are actually residents of the Hemispheres.

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34. VI B. Election of Directors is deleted.
VI B. Election of Directors (New)

The Directors shall be elected at the Annual Meeting of the Members. A Nominating Committee of three (3) persons shall be appointed by the Board no less than 30 days prior to the Annual Meeting of the Members. The Nominating Committee shall nominate one candidate for each Director position, except for the one directorship position filled by the developer's appointee. Any qualified person as set forth in VI A. who files a written petition signed by no fewer than sixty five (65) unit owners (which unit owners shall be designated as sponsors), shall automatically qualify as a nominee and candidate for a Director's position. The names of all individuals qualifying by petition shall appear as nominees on all Proxy Forms and Ballots. Nominating petitions shall be supplied by the Secretary, Board of Directors, upon request. Completed Nominating Petitions shall be filed with the Secretary no less than fifty (50) days prior to the Annual Meeting of the Members. Additional nominations for directorships may be made from the floor at the time of the Annual Meeting. Election shall be by Proxy and/or Ballot. Each person voting shall be entitled to vote for no more nominees than there are Directors positions to be filled.

35. VI C. 1 Rules and Regulations (New)

VI C. 1 Rules and Regulations. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units and common elements of the Condominium, and any other facilities or services made available to the unit owners. All Rules and Regulations shall be approved by a majority of the members of the Board. The costs and expenses, including attorneys fees, of enforcement of any of the Rules and Regulations shall be assessed against any unit owner violating said Rules and Regulations, in the same manner as provided in Section 10.03 of The Declaration of Condominium.

36. VI L. Compensation is amended as follows:

VI L. Compensation. Directors' fees, if any, shall be determined by the Members. Except for compensation of expenses incurred in connection with Association business, no compensation shall be paid to directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

37. VI M. Board meetings open to unit owners; Notice required.
(New)

VI M. Board meetings open to unit owners; Notice required. All regular or special meetings of the Board of Directors shall be open to all unit owners and adequate notice of all such meetings shall be given in accordance with the Condominium Act. Notice of any meeting at which assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

38. VII A. Annual Meetings is amended as follows:

VII A. Annual Meetings. Within 90 days after the Developer shall have closed the sale of all of the Units of the Condominium but in no event later than December 31, 1970, the Developer shall so notify all the members within 30 days thereafter on a call issued by the President. At such meeting, the persons designated as directors in the Charter shall resign as directors and the members shall elect a new Board of Directors (which may consist in whole or in part of the

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~~original-directors;--Thereafter, they~~ The annual meeting of the members shall be held within 90 days after the close of each succeeding calendar year, on a date fixed by the Board of Directors. At such meeting the a new Board of Directors shall be elected by proxy and/or ballot of the members (unless dispensed with by unanimous consent) in accordance with the requirements of these Bylaws. The members may transact such other business at such meeting as may properly come before them.

39. Article VII D is amended to read as follows:

Notice of meetings. It shall be the duty of the Secretary to mail a notice of each annual and special meeting of the Members, at least 20 but not more than 30 days prior to such meeting, except for the annual meeting at which a proposed budget for common expenses is considered, which budget meeting shall require notice to Members not less than 30 days prior to the meeting and said notice shall be accompanied by a copy of the proposed annual budget of common expenses. ~~stating the~~ The purpose thereof of each meeting shall be included with the notice, as well as the time and place the meeting is to be held, and such notice shall be mailed to each Member at his address as it shall appear on the books of the Association. The mailing of a notice of meeting in such manner shall be considered service of notice.

40. VII G. Quorum and required vote is amended as follows:

VII G. Quorum and required vote. The presence in person or by proxy of 40% of the unit owners members-entitled-to-cast-a-majority-of-the-votes-of-the-entire-membership shall constitute a quorum at all meetings of the Members. When a quorum is present at any meeting, action by the members at such meeting shall be by a plurality of the votes cast at the meeting unless the question is one upon which, under the provisions of the Declaration, the Charter, the Condominium Act or these Bylaws, a different vote shall be required in which case such requirements shall govern and control the decision of such question.

41. VIII F. Compensation of officers is amended as follows:

VIII F. Compensation of officers. ~~Compensation of all officers of the Association shall be established by the directors.~~ Except for Compensation of expenses incurred in connection with Association business, all officers of the Association shall serve without compensation.

42. IX A. Determination of Common Expenses and fixing of Assessments is amended as follows:

IX A. Determination of Common Expenses and fixing of Assessments. The Board shall from time to time, and at least annually, review and adopt the budget of the Condominium and the determination of assessments among the members of common expenses. ~~theretofore prepared and made by the managing agent or manager of the Condominium, or if some shall not have been prepared and made, shall itself prepare such budget and make such determination and assessments.~~ Copies of the proposed budget and proposed assessments shall be transmitted to each member. In the event that the budget shall be subsequently amended, a copy of the amended budget shall be furnished to each member concerned. Delivery of said documents to each member shall not affect the liability of any member for any such assessment nor shall delivery of such documents be considered a condition precedent to the effectiveness of said budget and assessments levied thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to bear the costs and expenses of the operation or management, or in the event of emergencies.

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The budget shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following: amounts necessary for maintaining and operating Common Elements and Club Facilities, office expenses, Utility Services, casualty and liability insurance, administration and reserves (operating and replacement), management fees, expenses-under-the-Club-Lease, amounts to be used for capital expenditures for additional improvements or additional personal property to be part of the Common Elements, and an amount for working capital, for-a-reserve-fund-for-replacements, or to make up any deficits in Common Expenses for any prior year.

43. IX B. Assessments. is amended as follows:

IX B. Assessments. Assessments against the members for their shares of the Common Expenses shall be made promptly after the annual budget is prepared as aforesaid. Such assessment if not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments of such assessments shall be due and payable in advance on the first day of each month until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, an amended budget and assessment may be approved by the Board of Directors.

EXHIBIT "F" TO THE CONDOMINIUM DECLARATION
ESTABLISHING THE HEMISPHERES

CLUB FACILITIES

The Hemispheres Condominium Association, Inc., purchased the Hemispheres Club Lease on October 31, 1980, and is the Fee Owner of the Ocean Club and Yacht Club parcels, more particularly described as follows:

PARCEL A

YACHT CLUB PARCEL

That portion of the South 500 feet of the North 2350 feet of Tract 1, less the East 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said South 500 feet, said point being located 50 feet West of the centerline of South Ocean Boulevard, run North 83°48'04" West along the South line of said parcel 331.01 feet to a point of beginning for this description; thence North, 6°11'56" East 59.33 feet; thence, North 83°48'04" West 3.67 feet; thence, North 6°11'56" East 59.67 feet; thence, North 83°48'04" West 123.33 feet; thence North, 6°11'56" East 67.17 feet; thence, South 83°48'04" East 17.78 feet; thence, North 6°11'56" East 159.25 feet; thence, North 83°48'04" West 176.00 feet; thence, North 6°11'56" East 144.58 feet; thence, North 83°48'04" West 39.18 feet; thence, South 6°57'15" West 500.04 feet; thence, South 83°48'04" East 328.05 feet to the point of beginning.

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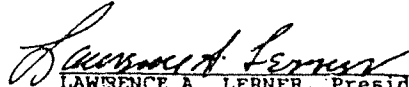
PARCEL B

OCEAN CLUB PARCEL

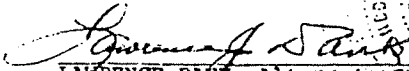
That portion of the South 650 feet of the North 2350 feet of Tract 2, less the West 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida described as follows:

Commencing at the Southwest corner of said South 650 feet, said point being located 50 feet east of the centerline of South Ocean Boulevard, run South 83°48'04" East along the South line of said parcel 506.74 feet to a point of beginning for this description; thence, North 6°11'56" East 168.83 feet; thence, North 83°48'04" West 173.85 feet; thence, North 6°11'56" East 306.00 feet; thence, South 83°48'04" East 60.83 feet; thence, North 6°11'56" East 4.67 feet; thence, South 83°48'04" East 144.88 feet; thence, South 2°18'40" West 480.61 feet; thence, North 83°48'04" West 63.98 feet to the point of beginning.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of November, 1982.


LAWRENCE A. LERNER, President

HEMISPHERES CONDOMINIUM ASSOCIATION, INC.


LAWRENCE DARR, Alternate Secretary

HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Sworn to and subscribed before me this 22nd day of November, 1982.


Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb 10, 1986
Bonded Thru Florida ... Ins. Co.

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

OFF 10524 Pg 670



BOARD OF DIRECTORS
HEMISPHERES CONDOMINIUM ASSOCIATION, INC.
1985 South Ocean Drive
Hallandale, Florida 33009

81- 68546

Tel: (305) 456-4509
(305) 457-9732 - Ext. 30

RESOLUTION OF AMENDMENT No. 80-10-18A

WHEREAS, the Declaration of Condominium for The HEMISPHERES, A Condominium, the Articles of Incorporation of The Hemispheres Condominium Association, Inc., and the By-Laws of said corporation require that all amendments to said respective documents be approved by not less than a majority of the votes of the entire membership of the Association; and

WHEREAS, experience has demonstrated that even when members are actively solicited and urged to vote in matters of vital interest to themselves and the entire membership, a significant number do not respond; and

WHEREAS, such lack of aforementioned response can be detrimental to the best interests of the entire membership when an affirmative vote by a majority of all eligible voting units is required; and such lack of response can easily negate the clear wishes and choices of a majority of those members who do respond.

NOW THEREFORE, BE IT RESOLVED, that the Directors propose the Amendments to the Declaration of Condominium, the Articles of Incorporation and the By-Laws as set forth on Exhibit "A" attached hereto and made a part hereof.

FURTHER RESOLVED that this Resolution of Amendment and the Amendments to the Documents as set forth on Exhibit "A" hereof shall become effective only upon a vote of approval by a majority of all unit owners (655) and this Resolution of Amendment is recorded in the Public Records of Broward County, Florida.

Lawrence A. Lerner
Lawrence A. Lerner, President
Hemispheres Condominium Association, Inc.

Martin Benjamin
Martin Benjamin, Secretary
Hemispheres Condominium Association, Inc.

Adopted this 18th day of
OCTOBER, A. D. 1980.

We the undersigned President and Secretary of the Hemispheres Condominium Association, Inc., hereby certify that the above resolution was voted upon and adopted by a majority of all unit owners of the Hemispheres Condominium Association, Inc., at a duly called meeting, held on December 28, 1980. Counter-signed below (original signatures) by both the President and Secretary of The Hemispheres Condominium Association, Inc.

Lawrence A. Lerner
Lawrence A. Lerner, President
Hemispheres Condominium Association, Inc.

Martin Benjamin
Martin Benjamin, Secretary
Hemispheres Condominium Association, Inc.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Sworn to and subscribed before me this 20 day of MARCH, 1981.

Michael P. ...
Notary Public - State of Florida

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MAR 3 4 55 PM '81

REC 9454 MAR 99

*Council & Manager
2500 S. Hall Blvd. Hall 33009*

AMENDMENTS

Exhibit "A" to Resolution of Amendment No. 80-10-18A

Note: Words ~~struck through~~ are deleted and words underscored are added.

CONDOMINIUM DECLARATION

ARTICLE XV

AMENDMENTS

15.02 Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors of the Association or by the members of the Association. ~~Directors and members~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. ~~Except as elsewhere provided, such~~ Such approvals must be by a majority of the ~~board of directors of the Association and by not less than a majority of the votes of the entire membership of the Association.~~ a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.

ARTICLES OF INCORPORATION, OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

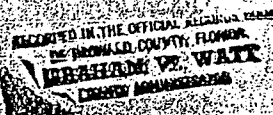
B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. ~~Directors and~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Such ~~approvals or disapprovals~~ must be by ~~not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association~~ a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.

BY-LAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

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

B. Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members. ~~Directors and~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Such approvals or disapprovals must be by a majority of the board and not less than a majority of the votes of the entire membership of the Association unit owners present at a duly called meeting of the Association, at which a quorum is present.

DEF 9454 REC 100



UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Exhibit D to Condominium Declaration
establishing The Hemispheres

ARTICLES OF INCORPORATION

OF

THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit

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

ARTICLE I

Name of Corporation

The name of the corporation shall be THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity, pursuant to the Condominium Act of the State of Florida, which shall be responsible for the operation of a condominium, located in the City of Hallandale, Broward County, Florida, known as THE HEMISPHERES (hereinafter called the "Condominium"), which has been established by the recordation in the Public Records of Broward County, Florida, of a Condominium Declaration (hereinafter called the "Declaration") made by The Hemispheres Development Corporation, a Florida corporation. A complete description of the Condominium, including a legal description thereof, is contained in the Declaration.

ARTICLE III

Definitions

A. Common Elements. All of the Condominium other than the Units.

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B. Common Expenses. All expenses for the maintenance, operation, repair or replacement of the Common Elements and of those portions of the Units which, pursuant to the Declaration, are to be maintained or replaced by the Association, and any valid charge against or expenses of the Condominium as a whole, including but not limited to any other expense which is described in the Declaration as a Common Expense.

C. Owner. An owner of a Unit.

D. Unit. A Unit as defined in the Condominium Act of the State of Florida.

ARTICLE IV

Members

The Members of the Association shall consist of all of the record Owners of Units in the Condominium. After the Condominium and the Association shall have been created, change of membership in the Association shall be effected by the recordation in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a Unit in the Condominium and by the delivery to the Association of a certified copy of such instrument; the Owner designated by such instrument shall thereby become a Member of the Association and the membership of the prior Owner of such Unit shall thereby be terminated with respect to that Unit. If the Condominium shall be terminated, the Members of the Association shall consist of those persons who shall be Members at the time of such termination, and their successors and assigns.

The share of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE V

Voting

On all matters on which the Members shall be entitled to vote,

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there shall be only one vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner or Owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast such number of votes as shall equal the number of Units owned by him.

ARTICLE VI

Term

The Association shall have perpetual existence.

ARTICLE VII

Powers

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which shall not conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Condominium Act and in the Declaration, and all of the powers reasonably necessary for the administration of the affairs of the Condominium, including but not limited to the following:

1. To make and establish reasonable rules and regulations governing the use of the Condominium or portions thereof;
2. To levy and collect assessments against Members of the Association to defray the Common Expenses of the Condominium, and to utilize the proceeds of assessments in the exercise of its powers and duties;
3. To maintain, repair, replace and operate the Condominium and the property comprising the same, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property;

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4. To employ and dismiss personnel necessary for the maintenance and operation of the Condominium;

5. To contract for the operation and management of the Condominium and to delegate to the contracting party all of the powers and duties of the Association except those which may be specifically required to be exercised by the membership of the Association, those approvals specifically required of the Board of Directors and any powers whose delegation is expressly prohibited by the Declaration or these Articles.

6. To purchase, lease or otherwise acquire, in the name of the Association or its designee, Units offered for sale or lease or surrendered by their Owners to the Association, and to purchase Units at foreclosure or other judicial sales in the name of the Association or its designee;

7. To sell, lease, mortgage, vote the votes appurtenant to or otherwise deal with Units acquired by, and to sublease Units leased by, the Association or its designee;

8. To obtain insurance for the Condominium;

9. To enforce the provisions of the Declaration, these

Articles of Incorporation, the Bylaws of the Association, and the rules and regulations governing the use of the Condominium;

10. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, easements, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the Condominium, to provide enjoyment, recreation or other use or benefits to the Owners of Units, all as may be deemed by the Board of Directors to be in the best interests of the Association;

11. To repair and improve or alter the Condominium, and to repair and restore the Condominium or portions thereof after damage

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or destruction as a result of condemnation or eminent domain proceedings.

ARTICLE VIII

Directors

The affairs of the Association shall be managed by a Board which shall consist of that number of directors (but not less than three) determined pursuant to the Bylaws; and, in the absence of such determination, shall consist of three directors. Directors need not be Members of the Association.

Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

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

LAWRENCE WILKOV	4510 Fillmore Street Hollywood, Florida
HERBERT RABIN	5106 Roosevelt Street Hollywood, Florida
FRANK TAYLOR	7904 West Drive, Apt. 308 North Bay Village, Miami Beach, Fla.

ARTICLE IX

Officers

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall determine. The President shall be elected from among the members of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and

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Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

LAWRENCE WILKOV	President
HERBERT RABIN	Vice President and Assistant Secretary
FRANK TAYLOR	Secretary and Treasurer

ARTICLE X

Subscribers

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

LAWRENCE WILKOV	4510 Fillmore Street Hollywood, Florida
HERBERT RABIN	5106 Roosevelt Street Hollywood, Florida
FRANK TAYLOR	7904 West Drive, Apt. 308 North Bay Village, Miami Beach, Fla.

ARTICLE XI

Bylaws

The original Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded only in such manner as the Bylaws may provide.

ARTICLE XII

Contracts

No contract or other transaction or act of the Association with or with relation to any person, firm, association or corporation (hereinafter

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collectively called "Contracting Party") shall, in the absence of fraud, be invalidated or otherwise affected by the fact that any Member, director or officer of the Association (hereinafter referred to as "Association Party") is a member, stockholder, director or officer of, or is otherwise interested in, such Contracting Party. Any Association Party, or any Contracting Party of which any Association Party may be a member, stockholder, director or officer, may be a party to or may be otherwise interested in any contract or other transaction with the Association, provided that the fact that he individually or as a member, stockholder, director or officer of such Contracting Party is a party or is so interested shall be disclosed or shall have been known to the Members of the Association. Any Association Party who is such a member, stockholder, director or officer of such Contracting Party, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Members of the Association which shall authorize any such contract or other transaction, and may vote or otherwise act thereat with like force and effect as if he were not such a member, stockholder, director or officer of such Contracting Party or not so interested.

ARTICLE XIII

Indemnification

No member of the Board of Directors and no officer of the Association shall be liable to the Members of the Association or to the Association for any mistake of judgment, negligence or otherwise, except for his own individual willful misconduct or bad faith. Each director or officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, whether or not he is a director or officer at the time such expenses are incurred, in connection with any proceeding or any settlement of any

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proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, except when he is adjudged guilty of wilful misconduct or bad faith in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and shall not be exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIV

Amendments

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Such approvals must be by not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association.

C. Notwithstanding the foregoing provisions, no amendment shall make changes in the qualifications for membership or the voting rights of Members without the approval in writing of all Members and the

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joinder of all record owners of mortgages upon the Condominium, and no amendment shall be made which is in conflict with the Condominium Act or the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this _____ day of _____, 19____.

STATE OF FLORIDA
COUNTY OF DADE

On this _____ day of _____, 19____, before me personally came
Lawrence Wilkov, Herbert Rabin and Frank Taylor
to me well known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they duly acknowledged to me that they executed the same for the purposes therein expressed.

Notary Public, State of Florida at Large
My Commission Expires:

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CERTIFICATE OF AMENDMENT TO THE ARTICLES
OF INCORPORATION OF THE HEMISPHERES
CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this _____ day of _____, 1994 by THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation non-for-profit (hereinafter referred to as the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Hemispheres, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352 of the Public Records of Broward County, Florida and as subsequently amended (the "Declaration"); and

WHEREAS, the Association's Articles of Incorporation are attached to the Declaration as Exhibit "D" and recorded in Official Records Book 4165 at Page 470 and subsequent pages, of the Public Records of Broward County, Florida; and

WHEREAS, the Association proposed an amendment to the first paragraph of Article VIII of the Articles of Incorporation entitled "Directors"; and

WHEREAS, pursuant to Article XIV of the Articles of Incorporation, the amendment was approved by a majority of the members of the Association present in person or by proxy at a duly noticed special meeting of the Association held on the 20th day of October, 1994 at which a quorum of members were present in person or by proxy. The number of votes cast by the members was sufficient for approval of the amendment.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The properly adopted amendment to the first paragraph of

DE LA TORRE & PETERSEN, P.A.
SUITE 1102
201 ALHAMBRA CIRCLE
CORAL GABLES, FLORIDA 33134

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Article VIII of the Articles of Incorporation was filed with the Florida Secretary of State's office on October 31, 1994, a copy of said Articles of Amendment are attached hereto and incorporated herein as Exhibit "A".

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this _____ day of _____, 1994.

[Signature]
Print Name FRED RODRIGUEZ

[Signature]
Print Name Louise Cohen

[Signature]
Print Name Nilda Gonzalez-Tello

[Signature]
Print Name Brenda A. Lorenz

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY [Signature]
Maury Pearlman, President

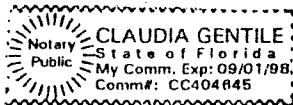
BY [Signature]
Herb Singer, Secretary

Corporate Seal

STATE OF FLORIDA)

COUNTY OF BROWARD)

9th The foregoing instrument was acknowledged before me this day of November, 1994 by Maury Pearlman as President and Herb Singer as Secretary of The Hemispheres Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced _____ as identification) and (~~did~~)/(did not) take an oath.



Signature: Claudia Gentile
Name:
My Commission Expires: Sept 1, 1998

This instrument prepared by:
Lisa A. Lerner, Esquire
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & PETERSEN, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134

G:\CONDO\AMENDMEN.TS\HEMISP.B.CT2

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ARTICLES OF AMENDMENT

1. The Articles of Incorporation of The Hemispheres Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"), created pursuant to Chapter 617, Florida Statutes were filed on March 20, 1970.
2. The first paragraph of Article VIII of the Articles of Incorporation entitled "Directors" is hereby amended as follows:

New Language is indicated by underscored type.

Deleted language is indicated by ~~struck-through~~ type.

The affairs of the Association shall be managed by a Board which shall consist of that number of directors (but not less than three) determined pursuant to the Bylaws; and in the absence of such determination, shall consist of three directors. ~~Directors need not be Members of the Association~~ shall be unit owners or spouses of unit owners.

3. Pursuant to Article XIV of the Articles of Incorporation, this amendment was approved by a majority of the members of the Association present in person or by proxy at a duly noticed special meeting of the Association held on the 20th day of October, 1994 at which a quorum of members were present in person or by proxy. The number of votes cast by the members was sufficient for approval of the amendment.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 25TH day of OCTOBER, 1994.

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC.

BY [Signature]
Maury Pearlman, President

BY [Signature]
Herb Singer, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25TH day of OCTOBER, 1994 by Maury Pearlman as President and Herb Singer as Secretary of The Hemispheres Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced _____ as identification) and (did)/(did not) take an oath.

Signature: [Signature]
Name: WILLIAM B. SKIDLER
Title: NOTARY PUBLIC
Serial No.:
My Commission Expires:

EXHIBIT A

G:\CONDO\AMENDMEN.TS\HEMISP8.ART

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 23, 1995
BONDED THRU GENERAL INS. UNIT.

BR22909PC0564

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on October 31, 1994, to Articles of Incorporation for THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 718315.

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

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
thirty-first day of October, 1994



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

BK 22909PG 0565

EXHIBIT A



BOARD OF DIRECTORS
HEMISPHERES CONDOMINIUM ASSOCIATION, INC.
 1985 South Ocean Drive
 Hallandale, Florida 33009

81- 68546

Tel: (305) 456-4509
 (25) 457-9732 - Ext. 35

RESOLUTION OF AMENDMENT No. 80-10-18A

WHEREAS, the Declaration of Condominium for THE HEMISPHERES, A Condominium, the Articles of Incorporation of The Hemispheres Condominium Association, Inc., and the By-Laws of said corporation require that all amendments to said respective documents be approved by not less than a majority of the votes of the entire membership of the Association; and

WHEREAS, experience has demonstrated that even when members are actively solicited and urged to vote in matters of vital interest to themselves and the entire membership, a significant number do not respond; and

WHEREAS, such lack of aforementioned response can be detrimental to the best interests of the entire membership when an affirmative vote by a majority of all eligible voting units is required; and such lack of response can easily negate the clear wishes and choices of a majority of those members who do respond.

NOW THEREFORE, BE IT RESOLVED, that the Directors propose the Amendments to the Declaration of Condominium, the Articles of Incorporation and the By-Laws as set forth on Exhibit "A" attached hereto and made a part hereof.

FURTHER RESOLVED that this Resolution of Amendment and the Amendments to the Documents as set forth on Exhibit "A" hereof shall become effective only upon a vote of approval by a majority of all unit owners (655) and this Resolution of Amendment is recorded in the Public Records of Broward County, Florida.

Adopted this 18th day of
OCTOBER, A. D. 1980.

Lawrence A. Lerner
 Lawrence A. Lerner, President
 Hemispheres Condominium Association, Inc.

Martin Benjamin
 Martin Benjamin, Secretary
 Hemispheres Condominium Association, Inc.

We the undersigned President and Secretary of the Hemispheres Condominium Association, Inc., hereby certify that the above resolution was voted upon and adopted by a majority of all unit owners of the Hemispheres Condominium Association, Inc., at a duly called meeting, held on December 28, 1980. Counter-signed below (original signatures) by both the President and Secretary of The Hemispheres Condominium Association, Inc.

Lawrence A. Lerner
 Lawrence A. Lerner, President
 Hemispheres Condominium Association, Inc.

Martin Benjamin
 Martin Benjamin, Secretary
 Hemispheres Condominium Association, Inc.

STATE OF FLORIDA)
 COUNTY OF BROWARD)

Sworn to and subscribed before me this 2nd day of MARCH, 1981.

Arthur P. ...
 Notary Public
 State of Florida

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
ANY COUNTY MY COMMISSION EXPIRES MAY 16, 1984

MAR 9 4 55 PM '81

REF 9454 MAR 99

*Charles & Marion
 2500 S. Hall Rd. Hall 33009*

AMENDMENTS

Exhibit "A" to Resolution of Amendment No. 80-10-18A

Note: Words ~~struck through~~ are deleted and words underscored are added.

CONDOMINIUM DECLARATION

ARTICLE XV

AMENDMENTS

15.02 Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors of the Association or by the members of the Association. ~~Directors and members~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. ~~Except as elsewhere provided, such~~ Such approvals must be by a ~~majority of the board of directors of the Association and by not less than a majority of the votes of the entire membership of the Association.~~ a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.

ARTICLES OF INCORPORATION OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. ~~Directors and~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Such approvals or disapprovals must be by ~~not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association~~ a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.

BY-LAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

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

B. Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Such approvals or disapprovals must be by a majority of the board and not less than a majority of the votes of the entire membership of the Association unit owners present at a duly called meeting of the Association, at which a quorum is present.

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THE PHOENIX COUNTY FLOWER
LIBRARY OF PHOENIX
LIBRARY OF PHOENIX

BK 4165

Exhibit E to Condominium Declaration
establishing The Hemispheres

BYLAWS

OF

THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

I. Identity. These are the Bylaws of The Hemispheres Condominium Association, Inc. (the "Association"), a corporation not for profit organized under the laws of the State of Florida for the purpose of administering the operation and management of a condominium pursuant to the Condominium Act of the State of Florida. Said condominium was established pursuant to a Condominium Declaration (the "Declaration") made by The Hemispheres Development Corporation (the "Developer"), is known as The Hemispheres (the "Condominium"), and is located in the City of Hallandale, Broward County, Florida.

II. Certain definitions. The terms used in these Bylaws which are defined in the Condominium Act of the State of Florida and in the Declaration shall have the meanings (except as herein expressly otherwise provided or unless the context otherwise requires) assigned to such terms in the Condominium Act and in said Declaration; and, where a conflict in meanings shall exist, the Declaration shall control. The term "Member" as used herein shall mean a Member of the Association.

III. Office. The office of the Condominium and of the Board of Directors of the Association shall be located at 1980 South Ocean Drive, Hallandale, Florida, or at such other place in Broward County as may be designated by the Board.

IV. Fiscal year. The fiscal year of the Association shall be the calendar year.

V. Seal. The seal of the Association shall be circular in form and shall contain the name of the Association, the year of its incorporation, and the words "Corporation not for profit", "Florida", and "Seal".

VI. Directors.

A. Number and term. The Board of Directors shall be comprised of not less than three nor more than eleven persons, the exact number to be determined at the time of election. Each director shall be elected to serve for one year or until his successor shall be elected and shall qualify.

B. Election of directors. Except for the members of the first Board of Directors designated in the Charter, directors shall be elected at the annual meeting of the Members. A nominating committee of three persons shall be appointed by the Board not less than 30 days prior to the annual meeting of the Members, and said committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor. Election shall be by ballot (unless

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dispensed with by unanimous consent) and by a plurality of the votes cast at the meeting. Each person voting shall be entitled to vote for as many nominees as there are vacancies to be filled.

C. Powers and duties. The Board of Directors shall have all of the powers and duties which are necessary for the administration of the affairs of the Condominium, including all of the powers and duties of the Association provided by the Condominium Act, the Declaration, the Charter, and these Bylaws, subject only to the approval of the Members when such approval is specifically required.

D. Manager. The Board of Directors may employ for the Condominium a managing agent or manager, at a compensation established by the Board, to perform such duties and services as it shall authorize. The Board of Directors may delegate to the managing agent or manager all of the powers granted to the Board other than those specifically required to be exercised by the membership of the Association, those approvals specifically required of the Board and any powers whose delegation is expressly prohibited by the Declaration or the Charter.

E. Removal of members of the Board. At any regular or special meeting of the Members, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Members and a successor may then and there, or thereafter, be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

F. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Members shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed or until a successor shall be elected at the next annual meeting of the Members.

G. Organization meeting. The first meeting of the directors following the annual meeting of the Members shall be held within ten days at such time and place as shall have been fixed by the Members at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present thereat.

H. Regular meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of a regular meeting of the Board shall be given to each member of the Board, by mail or telegraph, at least three business days prior to the day named for such meeting.

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I. Special meetings. Special meetings of the Board of Directors may be called by the President on ten business days' notice given to each member of the Board, by mail or telegraph, stating the time, place and purpose of the meeting. Special meetings of the Board shall also be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

J. Waiver of notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all of the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

K. Quorum and required vote. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

L. Compensation. Directors' fees, if any, shall be determined by the Members.

VII. Meetings of Members.

A. Annual meetings. Within 90 days after the Developer shall have closed the sale of all of the Units of the Condominium, but in no event later than December 31, 1970, the Developer shall so notify all the Members, and the first annual meeting of the Members shall be held within 30 days thereafter on a call issued by the President. At such meeting the persons designated as directors in the Charter shall resign as directors, and the Members shall elect a new Board of Directors (which may consist in whole or in part of the original directors). Thereafter, the annual meeting of the Members shall be held within 90 days after the close of each succeeding calendar year, on a date fixed by the Board of Directors. At such meeting the Board shall be elected by ballot of the Members (unless dispensed with by unanimous consent) in accordance with the requirements of these Bylaws. The Members may transact such other business at such meeting as may properly come before them.

B. Place of meetings. Meetings of the Members shall be held at the Condominium or at such other place as may be designated by the Board of Directors.

C. Special meetings. Special meetings of the Members shall be held whenever called by the President. It shall be the duty of the President to call a special meeting if so directed by a resolution of

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the Board of Directors or upon written request of a majority of the Members. Business transacted at such meetings shall be confined to the purposes set forth in the notice thereof.

D. Notice of meetings. It shall be the duty of the Secretary to mail a notice of each annual and special meeting of the Members, at least 20 but not more than 30 days prior to such meeting, stating the purpose thereof as well as the time and place where the meeting is to be held, to each Member at his address as it shall appear on the books of the Association. The mailing of a notice of meeting in such manner shall be considered service of notice.

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

F. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the vote appurtenant to such Unit at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of Members and (those constituting a group acting unanimously) may vote or take any other action as a Member either in person or by proxy. A fiduciary shall be the voting Member with respect to any Unit owned in a fiduciary capacity.

G. Quorum and required vote. The presence in person or by proxy of Members entitled to cast a majority of the votes of the entire membership shall constitute a quorum at all meetings of the Members. When a quorum is present at any meeting, action by the Members at such meeting shall be by a plurality of the votes cast at the meeting unless the question is one upon which, under the provisions of the Declaration, the Charter, the Condominium Act or these Bylaws, a different vote shall be required, in which case such requirement shall govern and control the decision of such question.

H. Order of business. The order of business at all meetings of the Members shall be as follows:

1. Roll call.
2. Proof of notice of meeting.
3. Reading of minutes of previous meeting.
4. Reports of officers.
5. Report of Board of Directors.
6. Reports of committees.
7. Election of inspectors of election (when so required).
8. Election of members of the Board of Directors (when so required).
9. Unfinished business.
10. New business.
11. Adjournment.

VIII. Officers.

A. Election and removal of officers. Officers of the Association shall be elected annually by the Board of Directors and may be summarily removed by vote of the directors at any meeting.

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B. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a Florida non-profit corporation, including but not limited to the power to appoint committees from among the Members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.

C. Vice President. The Vice President shall take the place of the President and shall perform his duties whenever the President shall be absent or be unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

D. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a Florida non-profit corporation. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have the responsibility of Condominium funds and securities and shall be responsible for keeping full and accurate books of account and financial records showing all receipts and disbursements and for preparing all required financial data.

F. Compensation of officers. Compensation of all officers of the Association shall be established by the directors.

IX. Fiscal management. Provisions for fiscal management of the Association set forth in its Charter and in the Declaration shall be supplemented by the following provisions:

A. Determination of Common Expenses and fixing of assessments. The Board shall from time to time, and at least annually, review the budget of the Condominium and the determination of and assessments among the Members of Common Expenses theretofore prepared and made by the managing agent or manager of the Condominium, or, if same shall not have been prepared and made, shall itself prepare such budget and make such determination and assessments. Copies of the proposed budget and proposed assessments shall be transmitted to each Member. In the event that the budget shall be subsequently amended, a copy of the amended budget shall be furnished to each Member concerned. Delivery of said documents to each Member shall not affect the liability of any Member for any such assessment nor shall delivery of such documents be considered a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to bear the costs and expenses of the operation or management, or in the event of emergencies.

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The budget shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following: amounts necessary for maintaining and operating Common Elements and the Club Facilities, office expenses, Utility Services, casualty and liability insurance, administration and reserves (operating and replacement), management fees, expenses under the Club Lease, amounts to be used for capital expenditures for additional improvements or additional personal property to be part of the Common Elements, and an amount for working capital, for a reserve fund for replacements, or to make up any deficits in Common Expenses for any prior year.

B. Assessments. Assessments against the Members for their shares of the Common Expenses shall be made promptly after the annual budget is prepared as aforesaid. Such assessments shall be due in such installments as the Board of Directors shall approve. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due each month until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, an amended budget and assessment may be approved by the Board of Directors.

C. Acceleration of assessment installments upon default. If a Member shall be in default in the payment of an installment upon an assessment for a period of 15 days, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Member, and the unpaid balance of the assessment shall then come due upon the date stated in the notice.

D. Assessments for emergencies. Assessments for Common Expenses for emergencies which cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the Members concerned. All assessments for emergencies must be approved by a majority of the Board of Directors.

E. Special assessments. If any Member shall violate any provision of the Declaration, the Charter, these Bylaws, or the rules and regulations adopted by the Board of Directors, the costs of the Association in enjoining, abating or remedying such violation shall be collectible by the Association from said Member by such assessment or otherwise.

F. Depository. In the event that the funds of the Association are not placed under the control of the managing agent or manager, the depository of the Association shall be such bank or banks as shall be selected from time to time by the Board of Directors and in which the monies of the Association shall be deposited, and withdrawal of such monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

G. Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each Member no later than April 1 of the year following the year for which the audit shall be made.

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X. Parliamentary rules. Roberts Rules of Order shall govern the conduct of corporate proceedings, when not in conflict with the Charter and these Bylaws.

XI. Amendments. These Bylaws may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment to these Bylaws shall be included in the notice of any meeting of the Members of the Association at which a proposed amendment is considered.

B. Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting. Such approvals must be by a majority of the Board and by not less than a majority of the votes of the entire membership of the Association.

C. Proviso. Notwithstanding the foregoing provisions, no amendment shall make changes in the qualifications for membership or the voting rights of Members without the approval in writing of all Members and the joinder of all record owners of mortgages upon the Condominium, and no amendment shall be made which is in conflict with the Condominium Act or the Declaration.

D. Recording. A copy of each amendment shall be recorded in the Public Records of Broward County, Florida.

Bylaws -7-

DEF 4105 REC 485

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CERTIFICATE OF AMENDMENT TO THE
ARTICLE VI OF THE BY-LAWS OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 25TH day of OCTOBER, 1994 by THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation non-for-profit (hereinafter referred to as "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Hemispheres, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352 of the Public Records of Broward County, Florida and as subsequently amended (the "Declaration"); and

WHEREAS, the By-Laws of the Association are attached to the Declaration as Exhibit "E" and were recorded in Official Records Book 4165 at Page 479 of the Public Records of Broward County, Florida and as subsequently amended; and

WHEREAS, an amendment was proposed to Section A of Article VI of the By-Laws entitled, "Directors; and

WHEREAS, the proposed amendment was proposed and approved in accordance with the provisions of Section B of Article XI of the By-Laws at a special meeting of the membership held on the 20th day of October, 1994 at which a quorum of members were present in person or by proxy and said amendment was approved by the affirmative vote of not less than a majority of the votes of unit owners present at the meeting in person or by proxy.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscoring type.

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Deleted language is indicated by ~~struck through~~ type.

3. Section A of Article VI of the By-Laws, entitled "Directors", is hereby amended as follows:

VI. Directors.

A. QUALIFICATIONS. Members of the Board of Directors shall be elected at the Annual Meeting of the Members. All Directors shall be unit owners or spouses, parents, ~~grandparents or children of unit owners, as long as such qualified individuals are actual residents of The Hemispheres for at least eight (8) months of each year.~~ Any Director who misses three (3) consecutive meetings of the Board of Directors shall no longer qualify as a Director and shall vacate their position as a Director. Such vacancy shall be filled by a vote of the remaining Directors. Notwithstanding the foregoing, the Board of Directors shall have the right to waive this requirement based on documented hardship such as a medical illness preventing the attendance of a Director at three (3) consecutive meetings of the Board of Directors.

All other sections of Article VI of the By-Laws remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 25TH day of OCTOBER, 1994.

[Signature]
Print Name FRED J. RODRIGUEZ

[Signature]
Print Name LOUISE COHEN

[Signature]
Print Name MAURY PEARLMAN

[Signature]
Print Name HERB SINGER

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY [Signature]
Maury Pearlman, President

BY [Signature]
Herb Singer, Secretary

Corporate Seal

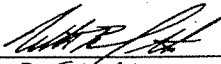
STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this

EX 22812 PG 0791

25th day of October, 1994 by Maury Pearlman as President and Herb Singer as Secretary of The Hemispheres Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced _____ as identification) and (~~did~~)/(did not) take an oath.

Signature: 

Name: WILLIAM B. SCHOLER

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA ✓
MY COMMISSION EXP. APR 23, 1995
BONDED THRU GENERAL INS. UND. 1

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

CERTIFICATE OF AMENDMENT
TO ARTICLE VI OF THE BY-LAWS OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

90041004

This Certificate of Amendment is executed this 17th day of January, 1990 by THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association").

R E C I T A L S

WHEREAS, the Association has been established for the operation of THE HEMISPHERES CONDOMINIUM, in accordance with the Declaration of Condominium ("Declaration") and related documents which were recorded on March 17, 1970 in Official Records Book 4165, at Page 352, of the Public Records of Broward County, Florida, and as subsequently amended; and

WHEREAS, the By-Laws of the Association are attached to the Declaration of Condominium as Exhibit "E" and recorded in Official Records Book 4165, at Page 479, of the Public Records of Broward County, Florida, and as subsequently amended; and

WHEREAS, amendments to Sections VI(A) and VI(B) of Article VI of the By-Laws, entitled "Directors", were proposed; and

WHEREAS, the proposed amendments to Sections VI(A) and VI(B) of Article VI were proposed and approved in accordance with the provisions of Article XI(B) of the By-Laws at the annual meeting of the Association on the 4th day of December, 1989 at which a quorum of members were present in person or by proxy and was approved by the affirmative vote of not less than a majority of the votes of unit owners present at the meeting.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The following is a substantial rewording of Sections VI(A) and VI(B) of Article VI of the By-Laws, see Sections VI(A) and VI(B) of the By-Laws as amended in Official Records Book 13194, at Page 742, of the Public Records of Broward County, Florida, of the 19th day of February, 1986 for present text.

VI. Directors.

A. QUALIFICATIONS. Members of the Board of Directors shall be elected at the Annual Meeting of the Members. All Directors shall be unit owners or spouses, parents, grandparents or children of unit owners as long as such qualified individuals are actual residents of The Hemispheres for at least eight (8) months of each year.

A.1. NOMINATIONS. The Board of Directors shall appoint a Nominating Committee consisting of three (3) unit owners or spouses, parents, grandparents or children of unit owners before

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BK 13194 PG 0367

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the tenth (10th) day of January each year to present a slate of candidates to the Board of Directors as required. No sitting Director or member of his immediate family may serve on this Committee. The slate of candidates must be presented to the Board of Directors no later than the first (1st) day of February each year. All candidates nominated by the Committee must have allowed at least a one year hiatus to expire subsequent to prior service on the Board of Directors. This one year hiatus does not apply to those individuals nominated by petition or from the floor.

Any qualified person as set forth in VI(A) and VI(A.1) who files a written petition signed by no fewer than sixty-five (65) unit owners (which unit owners shall be designated as sponsors), shall automatically qualify as a nominee and candidate for a director's position. The names of all individuals qualifying by petition shall appear as nominees on all Proxy Forms and Ballots. Nominating Petitions shall be supplied by the Secretary, Board of Directors, upon request. Completed Nominating Petitions shall be filed with the Secretary no less than fifty (50) days prior to the Annual Meeting of the Members. Additional nominations for directorships may be made from the floor at the time of the Annual Meeting. Election shall be by Proxy and/or Ballot. Each person voting shall be entitled to vote for no more nominees than there are Director positions to be filled.

B. ELECTION OF DIRECTORS. Commencing with the 1990 Annual Meeting and thereafter, the Board of Directors shall consist of nine (9) persons, reduced from the eleven person Board of Directors of the preceding year. Five (5) Members of the prior Board of Directors will continue to serve the one (1) remaining year of their original two (2) year term. Four (4) additional Directors shall be elected at this meeting making a total of nine (9). The Nominating Committee shall present a slate of not more than seven (7) candidates which will be added to those candidates, if any, nominated by Petition or from the floor. The three candidates receiving the greatest number of votes shall serve for a two (2) year term and the fourth shall serve for a one (1) year term.

Commencing with the 1991 Annual Meeting, the nominating committee shall present a slate of not more than nine (9) candidates which shall be added to those candidates, if any, nominated by Petition or from the floor. Six (6) candidates will be elected; the three candidates receiving the greatest number of votes shall serve for a three (3) year term and the remaining three (3) shall serve for a two (2) year term.

Commencing with the 1992 Annual Meeting and thereafter, the Nominating Committee shall present a slate of not more than six (6) candidates which will be added to those candidates, if any, nominated by petition or from the floor. Three candidates shall be elected to serve for a three (3) year term.

BK 71125 PG 0368

The remaining Sections C, C.1, D, E, F, G, H, I, J, K, L and M
of Article VI remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their
hands and seals as of the date first above written.

THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC.

Mark Brown
Witness

Anna Ross
Witness

John P. Lerner
Witness

Donna Ross
Witness

By: Barbara Sheres, Pres.
Barbara Sheres, President

By: Richard Goldstein, Secy
Richard Goldstein, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared
BARBARA SHERES and RICHARD GOLDSTEIN, as President and Secretary
respectively of THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC., and
who are personally known to me to have executed this Certificate of
Amendment to the By-Laws in the above capacity.

SWORN TO AND SUBSCRIBED before me this 17th day of
January, 1990.

Anna C. Ross
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 21, 1991
BONDED THRU GENERAL INS. UND.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

This Instrument prepared by:
Lisa A. Lerner, Esquire
Siegfried, Kipnis, Rivera, Lerner
De La Torre & Mocarski, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134

BR 7125 PG 0369

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CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

(as originally recorded in O.R. Book 4165
at Page 479 of the Public Records of Broward
County, Florida)

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws
of the Hemispheres Condominium Association, Inc. was duly adopted
in the manner provided in Article XI of the By-Laws, that is by
proposal of the Board of Directors and approval by a majority
of the members of the Association present at a meeting held Nov. 24, 1985

IN WITNESS WHEREOF, we have affixed our hands this 12th
day of February, 1986 at Hallandale, Broward County,
Florida.

By: Maurice Lipson
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 12th day of February, 1986, personally appeared
MAURICE LIPSON and SETH KENT, and acknowledge
that they executed the foregoing Certificate of Amendment for
the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above
written.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 18, 1986
Underwritten Thru Frank B. Hall

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9017 • FT. LAUDERDALE, FLORIDA 33310-9017
TELEPHONE (305) 776-7550

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AMENDMENT TO THE
BY-LAWS OF
HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

(Substantial rewording of By-Law. See By-Law VI as amended on November 24, 1982 for present text.)

Directors.

VI(A) Number Qualifications and Term. The Board of Directors shall be comprised of (11) eleven persons. Until such time as the developer shall no longer have the right, by law, to appoint one director, there shall be ten (10) directorships subject to the electoral process. When the developer no longer has a designated director on the Board, all eleven directorships shall be filled by election. Commencing at the 1986 Annual Meeting, the nominating committee shall present a slate consisting of five (5) candidates of the previous board to serve one year (to retain continuity) plus seven (7) new candidates from which five will be elected to serve a two year term. Except for the director appointed by the developer, all directors shall be unit owners, spouses of unit owners, parents, grandparents or the children of unit owners as long as such qualified individuals are actually residents of the Hemispheres.

VI(B) Election of Directors. The directors shall be elected at the Annual Meeting of the Members. A nominating committee of three (3) persons shall be appointed by the Board on or before the tenth day of January of each year. The nominating committee shall nominate twelve (12) candidates for the ten (10) directors to be elected in 1986 and thereafter shall nominate seven (7) candidates for the directors to be nominated in successive years. All candidates nominated by the nominating committee must be actual residents of the Hemispheres for at least eight (8) months of each year and all candidates nominated by the nominating committee must have allowed a one year hiatus to expire subsequent to prior service of the Board.

Any qualified person as set forth in VI A. who files a written petition signed by no fewer than sixty-five (65) unit owners (which unit owners shall be designated as sponsors), shall automatically qualify as a nominee and candidate for a director's position. The names of all individuals qualifying by petition shall appear as nominees on all Proxy Forms and Ballots. Nominating petitions shall be supplied by the Secretary, Board of Directors, upon request. Completed Nominating Petitions shall be filed with the Secretary no less than fifty (50) days prior to the Annual Meeting of the Members. Additional nominations for directorships may be made from the floor at the time of the Annual Meeting. Election shall be by Proxy and/or Ballot. Each person voting shall be entitled to vote for no more nominees than there are Director positions to be filled.

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

CERTIFICATE OF AMENDMENT
TO THE DECLARATION AND BYLAWS OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

82-315823

WE, the undersigned, being the duly elected President and Alt. Secretary of the Hemispheres Condominium Association, Inc., do hereby certify that the following Amendments contained on pages 1 through 10 inclusive of the Declaration of Condominium and Bylaws of the Hemispheres as filed March 17, 1970 in the Official Records Book 4165, Page 352 of the Public Records of Broward County, Florida and as Amended by Resolution 80-10-18A as filed on March 9, 1981, in the Official Records Book 9454, Page 99 of the Public Records of Broward County, Florida, were proposed by the Board of Directors and adopted by a majority of all Unit Owners at a duly held meeting of Unit Owners on September 12, 1982;

HEMISPHERES DECLARATION OF CONDOMINIUM REVISIONS

1. Changing of any identifying numbers and letters as may be required to properly organize and index the approved text changes.

2. Deletion of existing Exhibit F (Management Agreement), as described in existing pages 47 through 52, inclusive.

3. Deletion of existing Exhibit G (the Hemispheres Club Lease), as described on existing pages 55 through 69A, inclusive, and substitution of a new Exhibit F, which serves our present status as fee owner of the Club Facilities.

4. Section 2.03 is amended as follows:

2.03. Bylaws. The Bylaws of the Association, as they may be from time to time amended. The initial Bylaws, to be adopted by the Association, which shall be effective until amended in the manner therein provided, are annexed hereto as Exhibit E.

5. Section 2.05 is amended as follows:

2.05. Club Facilities. The land and the improvements thereon and to be constructed thereon which are subject matter and are more particularly described in the Club Lease in Exhibit F as the "Yacht Club Parcel" and "Ocean Club Parcel".

6. Section 2.06 Club Lease is deleted.

7. Section 2.08 is renumbered and amended as follows:

2.08 2.07. Common Expenses. All expenses for the maintenance, operation, repair or replacement of the Common Elements and of those portions of Units which, under the terms of Article 8.011, are to be maintained or replaced by the Association; expenses of administration operation and management of the Condominium and of the Club Facilities, including expenses under the a Management Agreement described in Article VII and expenses of furnishing utility services such as hot and cold water, electric power (other than that for which the Owners are directly responsible), sewage disposal and trash removal; expenses of the Association as lessee under the Club Lease, including expenses incurred in operating and maintaining the Club Facilities; expenses declared to be Common Expenses by the Declaration, or the Bylaws; or the Club Lease and any valid charge against the Condominium as a whole.

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8. Section 2.102 is amended and renumbered as follows:

2.092. The Apartment Buildings, and all other structures and improvements on the Land and to be constructed thereon, substantially in conformance with plans and specifications therefore, prepared by Robert Canney West, architect, A.E.A., of South Miami, Florida, under order number 67100. copies of which plans are on file with the said architect, with the Developer and with the Association, and with the Building Department of the City of Hallandale, Florida; and

9. Section 2.103 is deleted.

10. Section 2.104 is renumbered and is amended as follows:

2.104 2.094. All tangible personal property previously furnished by the Developer or acquired by the Association, and

11. Article III - General Description; Boundaries of Unit: Amendment Of Plans

Section 3.01 is amended as follows:

3.01. General description. The Condominium includes four apartment buildings and other structures, improvements and facilities described in the Survey, Exhibit F - Club Facilities and in the plans and specifications heretofore referred to. The Association shall designate that portion of the Common Elements to be used for automobile parking and within such area shall assign to each Unit Owner or Lessee who owns or leases an automobile either (a) the exclusive right to utilize a designated parking space, or (b) the right, in common with other units, to utilize designated parking spaces. Such assignments shall be temporary and subject to revision by the Association at any time or times it shall deem appropriate.

12. Section 3.03 is amended as follows:

3.03 Amendment of floor plans

3.031. Alteration of Unit Plans. Upon the written approval of the General Manager, in accordance with the appropriate Rules and Regulations; the interior floor plan of a unit may be changed by its owner, and the boundaries between units may be changed by the Owners of the Units affected. No change in the boundaries shall encroach upon the Common Elements nor be effected except in accordance with plans prepared by a licensed architect and filed with the Association. All changes must shall be made in accordance with the provisions of this Declaration concerning alteration of Units. No Owner other than the Developer may subdivide a unit into more than one unit.

13. 3.032 Amendment of Declaration is deleted.

3.032. Change in Boundaries (New)

No changes in the boundaries between units shall be effected by unit owners. Irrespective of the foregoing provision, the Association may partition, combine, or subdivide, for rental or other purposes, any units designated for commercial usage which are owned by the Association, its successors and assigns, and shall not be required to set forth same in an amendment to the Declaration.

14. ARTICLE V - EASEMENTS

Section 5.01 is amended as follows:

5.01. Perpetual non-exclusive easement in Common Elements. The Common Elements are hereby declared to be subject to perpetual non-exclusive easements (a) in favor of all Owners for their use and the use of their and their lessee's immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, (b) in favor of the parties to the Club Lease and Association and its owners, members, their respective successors, invitees, licensees,

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designees and assigns, for ingress to and egress from the Club Facilities and for the furnishing of Utility Services and other services and facilities, including reasonably adequate operation, use and benefit of the Club Facilities. ~~7-and--(e)-in-favor-of-all-Owners-and-occupants-of-Units-operated-as-a-hotel-pursuant-to-Article 9.03-hereof,-and-of-the-manager-of-such-hotel-operation,-and-their employees,-invitees-and-licensees,-for-all-proper-and-normal-purposes for-such-hotel-operation-and-for-the-furnishing-of-services-and facilities-reasonably-required-for-such-hotel-operation,-including, but-not-limited-to,-use-of-lobby-and-corridors,-reception-desk-accommodations,-telephone-switchboard-facilities,-linen-storage,-employee dressing-and-locker-facilities-and-equipment-storage-space-~~

15. ARTICLE VI - ADMINISTRATION OF THE CONDOMINIUM

Article VI is amended to read as follows:

To provide for the Administration of the Condominium by the Owners, the Association shall be organized. The Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the Declaration, the Charter and the Bylaws as amended from time to time. In the administration and management of the Condominium, the Association may delegate part or all of its duties to a managing agent. (Evidence of the exercise of this right is set forth in Article VII below).

16. ARTICLE VII - Management Agreement is amended to read as follows:

ARTICLE VII - Management Agreement. The Association shall have the power to enter into a management agreement for the operation of the condominium. ~~with Indevco Management Corporation N.V., a Netherlands Antilles Corporation, as managing agent, copy of which is annexed hereto as Exhibit F.~~ Each Owner, his heirs, successors and assigns shall be bound by the said management agreement to the same extent and effect as if he had executed said the agreement for the purposes therein expressed, including but not limited to: adopting, ratifying and confirming the execution thereof by the Association, covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder therein, and agreeing that the individuals who are directors or officers of the Association when it enters into such management agreement are not in breach of any of their duties or obligations to the Association or to its present or future members. ~~It is specifically recognized that, at the time said management agreement is negotiated and executed, the Developer and said managing agent are and may continue to be under common ownership or control, and one or more of the directors and officers of the Developer may be and may continue to be officers and directors of the Association and of said managing agent under said agreement, and that such circumstances shall not and cannot be construed or considered as a breach of any duties and obligations to the Association or its members nor as grounds to invalidate the management agreement in whole or in part.~~ At the time a new management agreement is entered into, and approved by the Board of Directors, a copy will be available for inspection at the Administration Office.

17. ARTICLE VIII - MAINTENANCE, ALTERATION AND REPAIR OF CONDOMINIUM

Section 8.0116 (New)

Should the maintenance, repair, or replacement of any of the above be made necessary because of the negligent act or omission of a unit owner, his family, lessees, invitees, or guests, the work shall be done by the Association at the expense of owner and the cost shall be secured as an assessment.

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18. Section 8.0126 (New):

To promptly pay the Association all costs of maintenance, repair, or replacement levied pursuant to 8.0116, above.

19. Section 8.032 is amended to read as follows:

Alteration and improvement. Whenever in the judgment of the Board of Directors of the Association the Common Elements or Club Facilities shall require additions, alterations or improvements costing in excess of \$50,000.00, and the making of such additions, alterations and improvements shall have been approved by the record owners of not less than 75% of the Common Elements, of unit owners present in person or by proxy at a duly called meeting of the Association at which a Quorum is present, the Association shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. No such addition, alteration or improvement, however, shall interfere with the substantial rights of any owner without his consent. Moreover, the cost of any such addition, alteration or improvement in excess of \$50,000.00 shall not be assessed as a Common Expense against a mortgage described in Article 11.02 hereof which shall have approved such expenditure. Any additions, alterations or improvements of the Common Elements or Club Facilities costing \$50,000.00 or less may be made by the Association without approval of the Owners and the cost thereof shall constitute part of the Common Expenses and shall be assessed against all Owners, including the aforesaid mortgages described in Article 11.02, if any, who may then be owners.

20. ARTICLE IX - USE RESTRICTIONS

Section 9.01 is amended to read as follows:

Section 9.01. Commercial Units. Each Unit described in the Survey as a Commercial Unit, and which is located on ground level, may be used for or in connection with any legally permitted commercial enterprise, including office use.

21. Section 9.02. Ground Floor and Mezzanine Units is deleted.

22. Section 9.03. Hotel Units is deleted.

23. Section 9.04 is renumbered and amended to read as follows:

Section 9.04. 9.02 Residential Units. Except with the prior written consent of the Association All units other than the commercial units described in Article 9.01, and the mezzanine units described in Article 9.02 and those units which may from time to time comprise the hotel operation described in Article 9.03, shall be used for residential purposes only. The term "residential purposes" as used in this Declaration shall be deemed to include, by way of illustration and not limitation, the leasing of units by owners to tenants for the production of income, whether such leases are made individually and directly or by means of a large scale common leasing program through a common entity or under the supervision and control of a managing agent, or otherwise. Initially it is contemplated that approximately 1175 apartments will be operated through a common leasing program under the supervision and management of Indevco Management Corporation-N.V.

24. Section 9.03 (New)

Section 9.03. Leasing of Units. No unit shall be leased or rented for a term less than three (3) uninterrupted months, and not more than once during any consecutive twelve month period. No individual rooms shall be rented and no transient tenants shall be accommodated in any unit. The lease or rental of any unit

shall not release or discharge a unit owner thereof from compliance with any of his obligations and duties as a unit owner. Subleasing is prohibited, except in instances of undue hardship on the original lessee, which hardship shall not be self-imposed. All requests for permission to sublease shall require the written approval of the General Manager and the written consent of the unit owner, which unit owner will be required to accept the same responsibilities for the approved sublessee as for the original lessee.

25. Section 9.031. (New)

Section 9.031. Leasing Procedure. A unit owner shall notify the Association, in writing, not less than ten (10) days before the commencement of the rental of his unit of his intention to rent or lease same. Every lease shall contain or be deemed to contain a provision that the lessee is subject to this Declaration, the Charter, Bylaws and Rules and Regulations of the Association. The unit owner shall provide the Association with a copy of the executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the unit owner (Lessor) to provide the lessee with a copy of the Condominium Documents as well as the Rules and Regulations and Advisories.

26. Section 9.032 (New)

Section 9.032. Tenants Obligations. All of the provisions of this Declaration, the Charter, the Bylaws and Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a tenant, to the same extent as against an Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, the Declaration of Condominium, Charter and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

27. Section 9.05 (New)

Section 9.05. Occupancy. No unit shall be used for any purpose other than as and for a single family residence or dwelling. No studio unit shall be permanently occupied by more than two individuals, one bedroom unit by more than three individuals, two bedroom unit by more than four individuals or three bedroom unit by more than six individuals. The ownership of a unit by a corporation, partnership or fiduciary does not give such unit owner greater use rights than those granted to individual unit owners.

28. ARTICLE X - ASSESSMENTS

Section 10.01 is amended to read as follows:

10.01. Method; default. The Association shall determine and assess the Common Expenses in accordance with the provisions of the Bylaws. Each owner shall pay his assessment to the Association at the times and in the manner designated by the Association in accordance with the provisions of the Bylaws. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment or installment thereof is not paid to the Association on or before the due date for such payment. Said payment(s), when when in default, the assessment or installment thereof shall bear interest at the rate of ~~104~~ 104 per annum until paid, highest legal rate permitted by law per annum from due date until paid. Assessments or installments that are unpaid for over fifteen (15) days after due date shall be deemed to be in default and shall be subject to a late charge of \$25.00 per month of delinquency. Moreover, the defaulting owner shall be liable for all costs of collecting such assessments or installment thereof and the interest thereon, including a reasonable attorney's fee whether or not suit be brought.

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29. Section 10.04 is amended to read as follows:

10.04. Certificate as to assessments. Upon written request, any owner may require the Association to furnish a certificate showing the amount of unpaid assessments against him with respect to his unit; the holder of a mortgage or other lien upon a Unit shall have the same right as to such Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

30. Section 10.05 is amended to read as follows:

10.05. Assessments where fewer than four Apartment Buildings. During any period of time in which fewer than four Apartment Buildings are being maintained and operated by the Association (as, for example, ~~prior to completion of initial construction of the four Apartment Buildings, or during reconstruction of an Apartment Building after a~~ casualty), the Common Expenses shall be apportioned against Owners in such manner as the Board of Directors of the Association, in its sole discretion, shall determine to be fair and equitable.

31. ARTICLE XI - SALES; MORTGAGES

Section 11.02 is amended to read as follows:

11.02. Except with the prior written consent of the Association, no owner shall mortgage his unit except by a mortgage made to a bank, trust company, insurance company, savings and loan association, pension fund, private or public investment or mutual fund, or other institutional lender, or by a purchase money mortgage, agreement for deed, or other contractual obligation to the Developer. A mortgage or encumbrance other than those as heretofore provided shall state that the lien rights of said instrument are subordinate to any existing or future lien rights of the Association. The lien of any encumbrance in violation of the provision shall be void and of no effect unless authorized by the Association by written recordable certificate of authorization.

32. ARTICLE XIV - CLUB FACILITIES

Sections 14.01 - 14.04 inclusive are deleted. (New)

The Association, as fee owner of the Club Facilities described in Exhibit "F", shall do and perform each and every act and thing required for the maintenance, operation, alteration, improvement and repair of said premises. All expenses incurred by the Association thereto, including expenses of operating and maintaining Club Facilities, shall be assessed against the owners as a Common Expense.

BYLAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC. REVISIONS

33. VI A. is deleted

VI A. Number, Qualifications and Term (New)

The Board of Directors shall be comprised of nine (9) persons. Until such time as the developer shall no longer have the right, by law, to appoint one director, there shall be eight (8) directorships subject to the electoral process. When the developer no longer has a designated Director on the Board, all nine (9) directorships shall be filled by election. Each director position filled by the electoral process shall serve for one year or until such time as a successor shall be elected. Except for the Director appointed by the Developer, all Directors shall be unit owners, spouses of unit owners, parents, grandparents or children of unit owners, as long as such qualified individuals are actually residents of the Hemispheres.

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34. VI B. Election of Directors is deleted.
VI B. Election of Directors (New)

The Directors shall be elected at the Annual Meeting of the Members. A Nominating Committee of three (3) persons shall be appointed by the Board no less than 30 days prior to the Annual Meeting of the Members. The Nominating Committee shall nominate one candidate for each Director position, except for the one directorship position filled by the developer's appointee. Any qualified person as set forth in VI A. who files a written petition signed by no fewer than sixty five (65) unit owners (which unit owners shall be designated as sponsors), shall automatically qualify as a nominee and candidate for a Director's position. The names of all individuals qualifying by petition shall appear as nominees on all Proxy Forms and Ballots. Nominating petitions shall be supplied by the Secretary, Board of Directors, upon request. Completed Nominating Petitions shall be filed with the Secretary no less than fifty (50) days prior to the Annual Meeting of the Members. Additional nominations for directorships may be made from the floor at the time of the Annual Meeting. Election shall be by Proxy and/or Ballot. Each person voting shall be entitled to vote for no more nominees than there are Directors positions to be filled.

35. VI C. 1. Rules and Regulations (New)

VI C. 1 Rules and Regulations. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units and common elements of the Condominium, and any other facilities or services made available to the unit owners. All Rules and Regulations shall be approved by a majority of the members of the Board. The costs and expenses, including attorneys fees, of enforcement of any of the Rules and Regulations shall be assessed against any unit owner violating said Rules and Regulations, in the same manner as provided in Section 10.03 of The Declaration of Condominium.

36. VI L. Compensation is amended as follows:

VI L. Compensation. ~~Directors' fees, if any, shall be determined by the Members.~~ Except for compensation of expenses incurred in connection with Association business, no compensation shall be paid to directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

37. VI M. Board meetings open to unit owners; Notice required.
(New)

VI M. Board meetings open to unit owners; Notice required. All regular or special meetings of the Board of Directors shall be open to all unit owners and adequate notice of all such meetings shall be given in accordance with the Condominium Act. Notice of any meeting at which assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

38. VII A. Annual Meetings is amended as follows:

VII A. Annual Meetings. Within 90 days after the Developer shall have closed the sale of all of the Units of the Condominium but in no event later than December 31, 1970, the Developer shall so notify all the members within 30 days thereafter on a call issued by the President. At such meeting, the persons designated as directors in the Charter shall resign as directors and the members shall elect a new Board of Directors (which may consist in whole or in part of the

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~~original-directors}--Thereafter, they~~ The annual meeting of the members shall be held within 90 days after the close of each succeeding calendar year, on a date fixed by the Board of Directors. At such meeting the a new Board of Directors shall be elected by proxy and/or ballot of the members (unless dispensed with by unanimous consent) in accordance with the requirements of these Bylaws. The members may transact such other business at such meeting as may properly come before them.

39. Article VII D is amended to read as follows:

Notice of meetings. It shall be the duty of the Secretary to mail a notice of each annual and special meeting of the Members, at least 20 but not more than 30 days prior to such meeting, except for the annual meeting at which a proposed budget for common expenses is considered, which budget meeting shall require notice to Members not less than 30 days prior to the meeting and said notice shall be accompanied by a copy of the proposed annual budget of common expenses. ~~stating the~~ The purpose thereof of each meeting shall be included with the notice, as well as the time and place the meeting is to be held, and such notice shall be mailed to each Member at his address as it shall appear on the books of the Association. The mailing of a notice of meeting in such manner shall be considered service of notice.

40. VII G. Quorum and required vote is amended as follows:

VII G. Quorum and required vote. The presence in person or by proxy of 40% of the unit owners ~~members-entitled-to-cast-a-majority-of-the-votes-of-the-entire-membership~~ shall constitute a quorum at all meetings of the Members. When a quorum is present at any meeting, action by the members at such meeting shall be by a plurality of the votes cast at the meeting unless the question is one upon which, under the provisions of the Declaration, the Charter, the Condominium Act or these Bylaws, a different vote shall be required in which case such requirements shall govern and control the decision of such question.

41. VIII F. Compensation of officers is amended as follows:

VIII F. Compensation of officers. ~~Compensation of all officers of the Association shall be established by the directors.~~ Except for Compensation of expenses incurred in connection with Association business, all officers of the Association shall serve without compensation.

42. IX A. Determination of Common Expenses and fixing of Assessments is amended as follows:

IX A. Determination of Common Expenses and fixing of Assessments. The Board shall from time to time, and at least annually, review and adopt the budget of the Condominium and the determination of assessments among the members of common expenses. ~~therefore prepared and made by the managing agent or manager of the Condominium, or, if same shall not have been prepared and made, shall itself prepare such budget and make such determination and assessments.~~ Copies of the proposed budget and proposed assessments shall be transmitted to each member. In the event that the budget shall be subsequently amended, a copy of the amended budget shall be furnished to each member concerned. Delivery of said documents to each member shall not affect the liability of any member for any such assessment nor shall delivery of such documents be considered a condition precedent to the effectiveness of said budget and assessments levied thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to bear the costs and expenses of the operation or management, or in the event of emergencies.

The budget shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following: amounts necessary for maintaining and operating Common Elements and Club Facilities, office expenses, Utility Services, casualty and liability insurance, administration and reserves (operating and replacement), management fees, ~~expenses-under-the-Club-Lease~~, amounts to be used for capital expenditures for additional improvements or additional personal property to be part of the Common Elements, and an amount for working capital, ~~for-a-reserve-fund-for-replacements~~, or to make up any deficits in Common Expenses for any prior year.

43. IX B. Assessments. is amended as follows:

IX B. Assessments. Assessments against the members for their shares of the Common Expenses shall be made promptly after the annual budget is prepared as aforesaid. Such assessment if not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments of such assessments shall be due and payable in advance on the first day of each month until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, an amended budget and assessment may be approved by the Board of Directors.

EXHIBIT "F" TO THE CONDOMINIUM DECLARATION
ESTABLISHING THE HEMISPHERES

CLUB FACILITIES

The Hemispheres Condominium Association, Inc., purchased the Hemispheres Club Lease on October 31, 1980, and is the Fee Owner of the Ocean Club and Yacht Club parcels, more particularly described as follows:

PARCEL A

YACHT CLUB PARCEL

That portion of the South 500 feet of the North 2350 feet of Tract 1, less the East 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said South 500 feet, said point being located 50 feet West of the centerline of South Ocean Boulevard, run North 83°48'04" West along the South line of said parcel 331.01 feet to a point of beginning for this description; thence North, 6°11'56" East 69.33 feet; thence, North 83°48'04" West 3.67 feet; thence, North 6°11'56" East 59.67 feet; thence, North 83°48'04" West 123.33 feet; thence North, 6°11'56" East 67.17 feet; thence, South 83°48'04" East 17.78 feet; thence, North 6°11'56" East 159.25 feet; thence, North 83°48'04" West 176.00 feet; thence, North 6°11'56" East 144.58 feet; thence, North 83°48'04" West 39.18 feet; thence, South 6°57'15" West 500.04 feet; thence, South 83°48'04" East 328.05 feet to the point of beginning.

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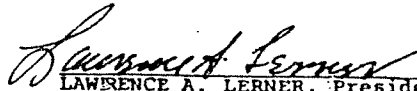
PARCEL B

OCEAN CLUB PARCEL

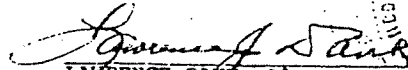
That portion of the South 650 feet of the North 2350 feet of Tract 2, less the West 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida described as follows:

Commencing at the Southwest corner of said South 650 feet, said point being located 50 feet east of the centerline of South Ocean Boulevard, run South 83°48'04" East along the South line of said parcel 506.74 feet to a point of beginning for this description; thence, North 6°11'56" East 168.83 feet; thence, North 83°48'04" West 173.85 feet; thence, North 6°11'56" East 306.00 feet; thence, South 83°48'04" East 60.83 feet; thence, North 6°11'56" East 4.67 feet; thence, South 83°48'04" East 144.88 feet; thence, South 2°18'40" West 480.61 feet; thence, North 83°48'04" West 63.98 feet to the point of beginning.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of November, 1982.


LAWRENCE A. LERNER, President

HEMISPHERES CONDOMINIUM ASSOCIATION, INC.


LAWRENCE D. DARR, Alternate Secretary

HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Sworn to and subscribed before me this 22nd day of November, 1982.


Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb 10, 1986
Bonded Thru Florida Fidelity Ins. Co.

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

REF 10524pg 670



BOARD OF DIRECTORS
HEMISPHERES CONDOMINIUM ASSOCIATION, INC.
1985 South Ocean Drive
Hallandale, Florida 33009

81- 68546

Tel: (305) 458-4509
(25) 457-9732 - Ext. 30

RESOLUTION OF AMENDMENT No. 80-10-18A

WHEREAS, the Declaration of Condominium for THE HEMISPHERES, A Condominium, the Articles of Incorporation of The Hemispheres Condominium Association, Inc., and the By-Laws of said corporation require that all amendments to said respective documents be approved by not less than a majority of the votes of the entire membership of the Association; and

WHEREAS, experience has demonstrated that even when members are actively solicited and urged to vote in matters of vital interest to themselves and the entire membership, a significant number do not respond; and

WHEREAS, such lack of aforementioned response can be detrimental to the best interests of the entire membership when an affirmative vote by a majority of all eligible voting units is required; and such lack of response can easily negate the clear wishes and choices of a majority of those members who do respond.

NOW THEREFORE, BE IT RESOLVED, that the Directors propose the Amendments to the Declaration of Condominium, the Articles of Incorporation and the By-Laws as set forth on Exhibit "A" attached hereto and made a part hereof.

FURTHER RESOLVED that this Resolution of Amendment and the Amendments to the Documents as set forth on Exhibit "A" hereof shall become effective only upon a vote of approval by a majority of all unit owners (655) and this Resolution of Amendment is recorded in the Public Records of Broward County, Florida.

Lawrence A. Lerner
Lawrence A. Lerner, President
Hemispheres Condominium Association, Inc.

Martin Benjamin
Martin Benjamin, Secretary
Hemispheres Condominium Association, Inc.

Adopted this 18th day of
OCTOBER, A. D. 1980.

We the undersigned President and Secretary of the Hemispheres Condominium Association, Inc., hereby certify that the above resolution was voted upon and adopted by a majority of all unit owners of the Hemispheres Condominium Association, Inc., at a duly called meeting, held on December 28, 1980. Counter-signed below (original signatures) by both the President and Secretary of The Hemispheres Condominium Association, Inc.

Lawrence A. Lerner
Lawrence A. Lerner, President
Hemispheres Condominium Association, Inc.

Martin Benjamin
Martin Benjamin, Secretary
Hemispheres Condominium Association, Inc.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Sworn to and subscribed before me this 2nd day of MARCH, 1981.

Arthur Poolander
Notary Public - State of Florida

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LAKELAND, FLA. MAY 15, 1984

MAR 3 4 55 PM '81

REC 9454 MAR 99

*Cancelled + Missing
2500 S. Hall Blvd. Hall 33009*

AMENDMENTS

Exhibit "A" to Resolution of Amendment No. 80-10-18A

Note: Words ~~struck through~~ are deleted and words underscored are added.

CONDOMINIUM DECLARATION

ARTICLE XV

AMENDMENTS

15.02 Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors of the Association or by the members of the Association. ~~Directors and members~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. ~~Except as elsewhere provided, such~~ Such approvals must be by a ~~majority of the board of directors of the Association and by not less than a majority of the votes of the entire membership of the Association.~~ a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.

ARTICLES OF INCORPORATION OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. ~~Directors and~~ Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Such approvals or disapprovals must be by ~~not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association.~~ a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.

BY-LAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

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

B. Proposed approval of amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Such approvals or disapprovals must be by a majority of the board and not less than a majority of the votes of the entire membership of the Association unit owners present at a duly called meeting of the Association, at which a quorum is present.

REC 9454 RE 100

RECORDED IN THE OFFICIAL RECORDS
OF DALLAS COUNTY, TEXAS
JANUARY 17, 1981
BY CLERK OF COURTS

This instrument was prepared by:
Robert Rubinstein, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

INSTR # 112007954
OR BK 50434 Pages 1472 - 1473
RECORDED 12/26/13 03:32:42 PM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3305
#1, 2 Pages

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws of The Hemispheres Condominium Association, Inc., an Exhibit to the Declaration of Condominium, as recorded in Official Records Book 4165, at Page 352, of the Public Records of Broward County, Florida, was duly adopted at a meeting held December 11, 2013, in the manner provided in the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of December 2013, at Hallandale, Broward County, Florida.

WITNESSES:

**THE HEMISPHERES CONDOMINIUM
ASSOCIATION, INC.**

Sign Mary Cercielo

Print Mary Cercielo

Sign Damaris Torres

Print Damaris Torres

By: Maria Penela
Maria Penela, President
1980 S. Ocean Drive
Hallandale, FL 33009

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of December, 2013 by Maria Penela, as President of The Hemispheres Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ☒ OR
Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign Mark E. Drury
Print MARK E. DRURY
My Commission expires: Sept 8, 2015

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
BANK OF AMERICA CENTRE • 625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 655-5444

BANK OF AMERICA CENTRE • 625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401

ACTIVE: 5301425_1



AMENDMENT TO THE BYLAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.

1. Article VI, Paragraph B, of the Bylaws is amended to read as follows:

~~Commencing with the 1990 Annual Meeting and thereafter, t~~ The Board of Directors shall consists of nine (9) persons, reduced from the eleven person Board of Directors of the preceding year. serving staggered terms of two (2) years. Notwithstanding anything in these Bylaws to the contrary, commencing with the election conducted at the 2014 Annual Meeting of the Members, the four (4) candidates receiving the highest number of votes will be elected as Directors for a two (2) year term and the five (5) candidates receiving the next highest number of votes will be elected as Directors for a one (1) year term. Thereafter, all Directors will be elected for two (2) year terms, with five (5) Directors elected in odd numbered years and four (4) Directors elected in even numbered years. The term of each Director extends until a successor is duly elected and qualified.

~~Five (5) Members of the prior Board of Directors will continue to serve the one (1) remaining year of their original two (2) year term. Four (4) additional Directors shall be elected at this meeting making a total of nine (9). The Nominating Committee shall present a slate of not more that seven (7) candidates which will be added to those candidates, if any, nominated by Petition or from the floor. The three candidates receiving the greatest number of votes shall serve for a two (2) year term and the fourth shall serve for a one (1) year term.~~

~~Commencing with the 1991 Annual Meeting, the nominating committee shall present a slate of not more than nine (9) candidates which shall be added to those candidates, if any, nominated by Petition or from the floor. Six (6) candidates will be elected; the three candidates receiving the greatest number of votes shall serve for a three (3) year term and the remaining three (3) shall serve for a two (2) year term.~~

~~Commencing with the 1992 Annual Meeting and thereafter, the Nominating Committee shall present a slate of not more than six (6) candidates which will be added to those candidates, if any, nominated by petition or from the floor. Three candidates shall be elected to serve for a three (3) year term.~~

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

I

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.

BANK OF AMERICA CENTRE • 625 N FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
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