

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

CFN # 109920863
OR BK 47777 Pages 1367 - 1370
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BROWARD COUNTY COMMISSION
DEPUTY CLERK 3305
#1, 4 Pages

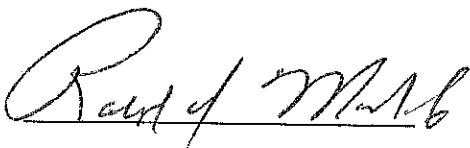
CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.

THE UNDERSIGNED HEREBY CERTIFIES that the attached amendments to the Declaration of Condominium of CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC., recorded in Official Records Book 4361, at Page 688 of the Public Records of Broward County, Florida (as amended from time to time, the Declaration of Condominium of CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.) were duly adopted in the manner provided in Article VII of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 3RD day of MARCH, 2011, in Broward County, Florida.

Executed in the presence of:

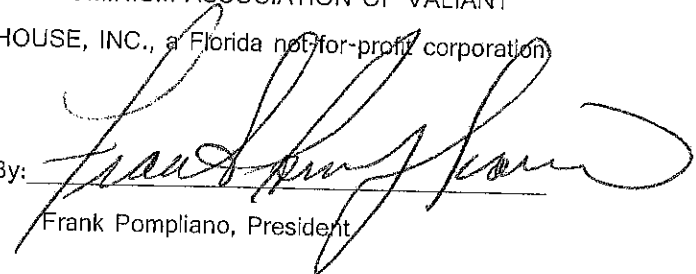
CONDOMINIUM ASSOCIATION OF VALIANT
HOUSE, INC., a Florida not-for-profit corporation

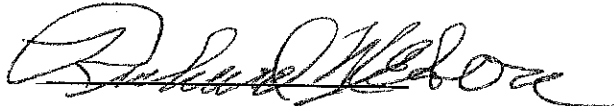


Signature of Witness

RALPH MORACK


By:


Frank Pompliano, President



Printed Name of Witness

RICHARD NELSON



Signature of Witness

**AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.**

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

Amendments to the Declaration of Condominium of CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC., recorded in Official Records Book 4361, at Page 688 of the Public Records of Broward County, Florida (as amended from time to time, the "Declaration"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

1. Amendment to Article XI, Section II, J, of the Declaration, to increase the length of the minimum lease moratorium prior to a Unit Owner becoming eligible to rent such Unit from three hundred sixty-five (365) consecutive days of ownership of such Unit to one thousand ninety-five (1,095) consecutive days of ownership, as follows:

XI
RIGHT OF ASSOCIATION TO REGULATE SALE,
LEASE AND GUEST-OCCUPANCY OF CONDOMINIUM UNITS

* * *

II. No condominium unit shall be leased without the prior written consent of Association.

* * *

J. No application for approval of lease and tenancy shall be approved if the condominium unit which is the subject of the proposed lease and tenancy shall have been then owned less than ~~Three Hundred Sixty Five (365)~~ One Thousand Ninety-Five (1,095) consecutive days by it's current owner of record.

* * *

2. Amendment to the Declaration to add the following as a new Paragraph R, to Article XI, Section II, to require all leases to contain a collateral assignment of rents from all Unit Owners:

XI
RIGHT OF ASSOCIATION TO REGULATE SALE,
LEASE AND GUEST-OCCUPANCY OF CONDOMINIUM UNITS

* * *

II. No condominium unit shall be leased without the prior written consent of Association.

* * *

R. Notwithstanding anything to the contrary herein, each lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Unit Owner's collateral assignment of all rents under such lease to the Association.

which collateral assignment of rents shall become absolute upon any default of the Unit Owner to timely pay any Assessment obligations, as same may arise from time to time. In the event of any such default in payment of Assessment obligations by the Unit Owner, the Association shall provide ten (10) days written notice to the Unit Owner and the tenant that all subsequent rent payments shall be forwarded by the tenant directly to the Association, until otherwise notified. The Association may apply such rent payments to any delinquent obligation (including, without limitation, late fees, interest, legal fees and costs), regular or special assessment (as same becomes due), and any other monetary obligation of the Owner to the Association (whether such obligation is delinquent or current). Notwithstanding anything to the contrary herein, upon the occurrence of any failure by the tenant to timely forward rent payments directly to the Association, the Association may immediately commence legal action to terminate the lease, subject to the provisions of applicable law and this Declaration, and to remove the tenant from the Unit. Any and all fees and costs incurred by the Association in connection therewith, including attorney's fees, shall be recoverable from Unit Owner, and same shall constitute an assessment secured by a lien pursuant to this Declaration.

* * *

3. Amendment to Article VII of the Declaration, to decrease the amount of affirmative votes of the Membership necessary to amend the Declaration from three-fourths (3/4ths) of the total Members to one-half (1/2) of the total Members, as follows:

VII.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, the affirmative vote of Voting Members casting not less than ~~three-fourths (3/4ths)~~ one-half (1/2) of the total vote of the members of the Association.



(954) 831-4000
 Broward County
 Governmental Center
 115 S. Andrews Ave, Room
 114
 Fort Lauderdale, FL 33301
 www.broward.org/records



Transaction #: **4439496**
 Receipt #: **3721928**
 Cashier Date: **3/11/2011 12:23:03 PM (3305)**

Print Date:
 3/11/2011 12:29:30 PM

Customer Information	Transaction Information	Payment Summary
(5885) RANDALL K ROGER & ASSOCIATES, P.A. 621 N W, 53RD STREET SUITE 300 BOCA RATON, FL 33487	Date Received: 03/11/2011 Source Code: Over the Counter Q Code: Over the Counter Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$35.50 Total Payments \$35.50

1 Payments	
CHECK 10915	\$35.50

1 Recorded Items		
(CDO) Condominium Documents	BK/PG: 47777/1367 CFN:109920863 Date: 3/11/2011 12:23:02 PM From: VALIANT HOUSE CONDOMINIUM ASSN INC To:	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	4	\$35.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	1	\$0.00

0 Search Items

1 Miscellaneous Items
(AGENTTRANSMITTAL/MISC)

85- 49546

CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.

801 SOUTH OCEAN DRIVE • HOLLYWOOD BEACH, FLA. 33018 • PHONE 922-1773



Certificate of Amendment of By-Laws of Condominium Association of Valiant House, Inc. (Document of Condominium recorded in OR Book 4361, Page 688, Public Records of Broward County.)

The undersigned, Secretary of Condominium Association of Valiant House, Inc., a non-profit corporation, hereby certifies that Article VI, Section 4, has been duly amended by adding the following subdivision:

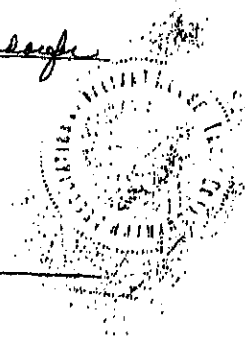
- (C) The Association shall have the right to levy a charge of up to \$50.00, or such maximum amount as may be fixed from time to time by the Florida Legislature, for each sale, mortgage, lease, sub-lease, or other transfer of a unit.

The undersigned further certifies (a) that the aforesaid amendment was duly approved by the unanimous vote of the Board of Directors at a meeting duly held on December 17, 1984; (b) thereafter, was approved upon the affirmative vote of the voting members of said association casting a majority of the total votes of said unit owners at a duly convened meeting of such unit owners, at which a quorum was present, held on February 12, 1985; (c) that said amendment has not been modified further amended or revoked, and is still in full force and effect.

In witness hereto the undersigned has executed this certificate this 12th day of February 1985 and affixed the Seal of the Association.

Adarine Zurndorfer
Adarine Zurndorfer
Secretary

Corporate Seal



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

545

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→ Dennis S. Jeffkowitz
2295 Corporate Blvd N.W.
Ste 120
Boca Raton 33431

96-242843 T#001
05-20-96 09:18AM

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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
VALIANT HOUSE CONDOMINIUM**

WE HEREBY CERTIFY that VALIANT HOUSE CONDOMINIUM, a condominium pursuant to its Declaration of Condominium and any amendments thereto, as recorded on the Public Records of Broward County, Florida, at Official Records Book 4361 at Page 688, has amended Article X paragraph 3 of its Declaration of Condominium, with the remainder of Article X remaining unchanged, said amendment being duly adopted in accordance with the affirmative vote of not less than three fourths of the unit owners, in the manner provided in the Declaration of Condominium, at a special meeting held April 15, 1996. A copy of the amended Article X paragraph 3 is attached hereto.

Condominium Association of Valiant House, Inc.
801 South Ocean Drive
Hollywood, Florida 33019

IN WITNESS WHEREOF, we have affixed our hands this 6 day of May, 1996, at Hollywood, Broward County, Florida.

By: Nathaniel Raucher (signature)
President
NATHANIEL RAUCHER (printed)
President

801 South Ocean Drive
Hollywood, Florida 33019

Attest: Cheryl Comita (signature)
Secretary
Cheryl Comita (printed)
Secretary

801 South Ocean Drive
Hollywood, Florida 33019

200

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
VALIANT HOUSE CONDOMINIUM**

WE HEREBY CERTIFY that VALIANT HOUSE CONDOMINIUM, a condominium pursuant to its Declaration of Condominium and any amendments thereto, as recorded on the Public Records of Broward County, Florida, at Official Records Book 4361 at Page 688, has amended Articles XI and XIII of its Declaration of Condominium, said amendments being duly adopted in accordance with the affirmative vote of not less than three fourths of the unit owners, in the manner provided in the Declaration of Condominium, at a special meeting held July 17, 1996. A copy of amended Articles XI and XIII are attached hereto.

Condominium Association of Valiant House, Inc.
801 South Ocean Drive
Hollywood, Florida 33019

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IN WITNESS WHEREOF, we have affixed our hands this 25th day of JULY, 1996, at Hollywood, Broward County, Florida.

By: Nathaniel Raucher (signature)
President
NATHANIEL RAUCHER (printed)
President

801 South Ocean Drive
Hollywood, Florida 33019

Attest: Cheryl Conito (signature)
Secretary
Cheryl Conito (printed)
Secretary

801 South Ocean Drive
Hollywood, Florida 33019

↓

(Handwritten initials)

STATE OF FLORIDA:

SS
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 25th day of JULY, 1996 by NATHANIEL RAUCHER and CHERYLY CONITO, who are personally known to me or who have produced FLA DRIV LICENSES as identification.

(signature)

Karin L Snell
Notary Public, State of Florida
KARIN L SNELL

(printed)

Notary Public, State of Florida

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:
DENNIS S. LEFKOWITZ, ESQ.
2295 Corporate Blvd., N.W.
Suite 120
Boca Raton, Florida 33431
(407) 994-2004
(305) 763-1933

BK25233P60035

RIGHT OF ASSOCIATION TO REGULATE SALE, LEASE AND GUEST-OCCUPANCY OF CONDOMINIUM UNITS

In order to assure a community of congenial residents and thus protect the value of the apartment dwelling units, the sale, leasing, guest-occupancy, and other alienation of apartment dwelling units, shall be subject to the following provisions:

I. No transfer of ownership of any condominium unit, whether by sale, gift, devise, trade or any other form whatsoever, shall occur without the prior approval, in recordable form, of the Association.

A. Any unit owner wishing to transfer ownership of his or her condominium unit may, without charge, obtain an application package from the condominium office, or by writing, Secretary, Condominium Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.

B. The application process shall begin when a completed application, and a non-refundable ONE HUNDRED (\$100.00) DOLLAR screening fee, is delivered to the Association office. The application shall not be deemed to have been delivered until the ONE HUNDRED (\$100.00) DOLLAR screening fee is paid.

C. The Association shall have thirty (30) days, not to include the date on which the completed application is delivered, from the date of delivery of the completed application, to reach a decision as to whether to approve, or to reject, the proposed transfer of ownership.

D. The application review process shall consist of a careful review of the completed application, a check of all credit and other references, and a personal interview with any and all persons applying to have the condominium unit transferred to them. A permanent record of the application review process shall be made, and permanently kept, as part of the Association records. The application review process shall be conducted in good faith.

E. Upon the completion of the application review process, the Board of Administration of the Association, either at a regularly scheduled Board of Administration meeting, or at a special meeting called for this purpose, shall vote on the proposed transfer. The Board of Administration shall either vote to approve the proposed transfer, at which time a Certificate of Approval, in recordable form, shall be issued to the applicant, or vote to reject the proposed transfer, at which time a letter shall be sent to both the current owner of record of the condominium unit, and to the rejected applicant, explaining the reasons for the rejection. Any rejected applicant shall

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have the right to re-apply if such rejected applicant can correct the reasons for the rejection. The Board of Administration, when voting on the proposed transfer, shall consider the best interests of the condominium community, mindful of both it's statute-mandated fiduciary duty to protect and to promote the interests of each and every unit owner, and of it's statute mandated duty, as directors of the corporation, to act in good faith. A permanent record shall be kept of the deliberations of the Board of Administration.

F. Nothing herein shall prohibit the Board of Administration from appointing a standing committee, to be chaired by at least one (1) of it's members, from conducting the application review process, and from reporting the results of the application review process to the full Board of Administration. However, the actual vote to approve or to reject, and the responsibility for such vote, must always be done by, and remain with, the full Board of Administration.

G. Should any transfer of ownership of any condominium unit, whether by sale, gift, devise, trade or any other form whatsoever, occur without the prior approval, in recordable form, of the Association, then the Association shall move to void such transfer, and any occupancy which might result from such unapproved transfer, by all available legal means. This may include, but not be limited to, the seeking of injunctive relief in a court of competent jurisdiction.

H. Nothing herein shall apply to any entity which has acquired title either through a mortgage foreclosure or a voluntary deed in lieu of mortgage foreclosure. Such an entity shall be free to transfer ownership without the need for prior approval by the Association. However, in any such ownership transfer, the party to whom ownership is to be transferred must sign an agreement to abide by this Declaration of Condominium, and any amendments thereto, the By-Laws and the Rules and Regulations of the Association prior to such transfer of ownership.

II. No condominium unit shall be leased without the prior written consent of the Association.

A. Any unit owner wishing to lease his or her condominium unit may, without charge, obtain an application package from the condominium office, or by writing, Secretary, Condominium Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.

B. The application process shall begin when a completed application, and a non-refundable ONE HUNDRED (\$100.00) DOLLAR screening fee, is delivered to the Association office. The application shall not be deemed to have been delivered until the ONE HUNDRED (\$100.00) DOLLAR screening fee is paid.

C. No application for leasing shall be deemed to be

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accepted, and no approval for lease shall be given, for any unit which is not current with it's maintenance assessments.

D. The Association shall have thirty (30) days, not to include the date on which the completed application is delivered, from the date of delivery of the completed application, to reach a decision as to whether to approve, or to reject, the proposed lease and tenancy.

E. The application review process shall consist of a careful review of the completed application, a check of all references of the proposed tenant, and a personal interview with any and all persons applying to occupy the condominium unit as tenants. A permanent record of the application review process shall be made, and permanently kept, as part of the Association records. The application review process shall be conducted in good faith.

F. Upon the completion of the application review process, the Board of Administration of the Association, either at a regularly scheduled Board of Administration meeting, or at a special meeting called for this purpose, shall vote on the proposed lease and tenancy. The Board of Administration shall either vote to approve the proposed lease and tenancy or vote to reject the proposed lease and tenancy. Should the Board vote to reject the proposed lease and tenancy, the Board shall, within two (2) days of the meeting, cause a letter to be sent to the owner of record of the condominium unit, explaining the reasons for the rejection. If the reasons for the rejection can be corrected, the unit owner may re-apply for approval of the lease and tenancy. The Board of Directors, when voting on the proposed lease and tenancy, shall consider the best interests of the condominium community, mindful of both it's statute-mandated fiduciary duty to protect and to promote the interests of each and every unit owner, and of it's statute mandated duty, as directors of the corporation, to act in good faith. A permanent record shall be kept of the deliberations of the Board of Administration.

G. Nothing herein shall prohibit the Board of Administration from appointing a standing committee, to be chaired by at least one (1) of it's members, from conducting the application review process, and from reporting the results of the application review process to the full Board of Administration. However, the actual vote to approve or to reject, and the responsibility for such vote, must always be done by, and remain with, the full Board of Administration.

H. No application for approval of lease and tenancy shall be approved if the application does not contain a fully executed copy of the proposed written lease agreement, which written lease agreement shall be the latest edition of the Valiant House Standard Form Lease Agreement as may be promulgated from time to time by the Association. Any unit owner may obtain a copy of the latest edition of the Valiant House Standard Form Lease Agreement, without charge, from the condominium office, or by writing, Secretary, Condominium

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Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.

I. No application for approval of lease and tenancy shall be approved if such proposed tenancy would result in the violation of any provisions of this Declaration of Condominium, and any amendments thereto, the By-Laws, or the Rules and Regulations of the Association.

J. No application for approval of lease and tenancy shall be approved if the condominium unit which is the subject of the proposed lease and tenancy shall have been then owned less than Three Hundred Sixty Five (365) consecutive days by it's current owner of record.

K. No application for approval of lease and tenancy shall be approved if such lease would result in a bona fide occupancy period of less than Ninety (90) consecutive days.

L. No application for approval of lease and tenancy shall be approved if such lease would result in a bona fide occupancy period of more than Three Hundred Sixty Five (365) days, except if such lease period shall include any part of a leap year, in which case the maximum bona fide occupancy period shall be extended to Three Hundred Sixty Six (366) days.

M. No application for approval of lease and tenancy shall be approved if such lease would result in a sub-tenancy of any form whatsoever and or in the leasing and occupancy of less than One Hundred (100%) Per Cent of the total square footage of the condominium unit which is the subject of the proposed lease and tenancy.

N. Should any tenancy, with or without a written lease agreement, occur without the prior approval of the Association, then the Association shall move to terminate such tenancy and occupancy by all available legal means. This may include, but not be limited to, the seeking of injunctive relief in a court of competent jurisdiction.

O. Nothing herein shall apply to any entity which has acquired title either through a mortgage foreclosure or a voluntary deed in lieu of mortgage foreclosure. Such an entity shall be free to enter into written lease agreements without the need for prior approval by the Association. However, in any such lease agreement, the proposed tenant must sign an agreement to abide by this Declaration of Condominium, and any amendments thereto, the By-Laws and the Rules and Regulations of the Association prior to the commencement of occupancy. Furthermore, no lease agreement shall be entered into if either the lease agreement, or if the form, commencement date or duration of the proposed occupancy, would violate any provisions of this Declaration of Condominium, and any amendments thereto, the By-Laws or the Rules and Regulations of the Association.

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III. No condominium unit shall be occupied by a guest of a unit owner, without the co-occupancy of said unit owner, unless a written Consent to Guest-Occupancy has been issued by the Association. This regulation is specifically limited to guest-occupancy when the unit owner, or approved tenant, is not a bona fide co-occupant. This regulation does not apply to any guest who occupies a condominium unit when the owner, or approved tenant, is present and is a bona fide co-occupant.

A. No Guest-Occupant shall be permitted to occupy any condominium unit for a period of greater than Thirty (30) Consecutive Days.

B. The total number of days of Guest-Occupancy permitted for any one condominium unit shall not exceed Thirty (30) Days in any Three Hundred Sixty Five (365) Day period.

C. The process for obtaining the written Consent to Guest-Occupancy shall begin when a complete Owners Affidavit and a complete Occupants Affidavit is delivered to the Secretary of the Association. As is the case with all affidavits, both the Owners Affidavit and the Occupants Affidavit shall be signed, with signatures notarized, by the Owner and by the proposed Guest-Occupant. This delivery shall occur not later than Forty Eight (48) Hours after the beginning the Guest-Occupancy, and may be delivered by the Guest-Occupant. This Forty Eight (48) Hour grace period for delivery of the complete Owners Affidavit and the complete Occupants Affidavit is for the convenience of the unit owner, who may choose to permit a guest to occupy his or her condominium unit on short notice, and shall not, in any way, manner or form, constitute any waiver on the part of the Association of it's right to refuse to issue the written Consent to Guest-Occupancy. During this grace period, the occupancy shall only be a Conditional Guest Occupancy. Nothing herein shall be interpreted as preventing a unit owner from submitting a complete Owners Affidavit and a complete Occupants Affidavit prior to the beginning of the Guest-Occupancy, thus beginning the process to obtain the written Consent to Guest-Occupancy prior to the beginning of the Guest-Occupancy.

D. Any unit owner wishing to obtain the written Consent to Guest-Occupancy, may, without charge, obtain an Owners Affidavit and An Occupants Affidavit from the condominium office, or by writing, Secretary, Condominium Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.

E. No fee shall be charged for obtaining the written Consent to Guest-Occupancy.

F. The Association shall have Twenty-Four (24) Hours, from the time of delivery of the Owner's Affidavit and An Occupants Affidavit, to reach a decision as to whether or not to issue the Consent to Guest-Occupancy.

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G. The Guest-Occupancy approval process, which shall be conducted in good faith, shall be a summary approval process, where the only evidence considered shall be the information contained on the Owners Affidavit and the Occupants Affidavit; the Official Records of the Association, including any unit owner complaints on file; the Declaration of Condominium and any amendments thereto; the By-Laws of the Association; the Rules and Regulations of the Association; and any relevant governmental law, statute or ordinance. No personal interview shall be required and no financial background check of the proposed Guest-Occupant is to be performed. The written Consent to Guest-Occupancy be granted, unless one of the following conditions are present:

1. Either the Owners Affidavit or the Occupants Affidavit has not been completely filled out, or that either the Owners Affidavit or the Occupants Affidavit contains false information.

2. The occupancy would be a violation of either the Declaration of Condominium, and any amendments thereto, the By-Laws or the Rules and Regulations the Association.

3. The Guest-Occupancy is to occur in a condominium unit which is not current with it's maintenance assessment payments.

4. The Board of Administration, by clear and convincing evidence, has reason to believe that the proposed Guest-Occupant will become a nuisance to the occupants of other condominium units within Valiant House.

5. The Board of Administration, by clear and convincing evidence, has reason to believe that the proposed Guest-Occupancy would constitute a violation of any relevant governmental law, statute or ordinance.

6. The Guest-Occupancy is to last for more than Thirty (30) Consecutive Days.

7. The Guest-Occupancy would result in a Guest-Occupancy of any one condominium unit which exceeds Thirty (30) Days in any Three Hundred Sixty Five (365) Day period.

H. Upon the completion of the Guest-Occupancy approval process, the Board of Administration of the Association, either at a regularly scheduled Board of Administration meeting, or at a special meeting called for this purpose, shall vote on the proposed Guest-Occupancy. The Board of Administration shall either vote to approve the proposed Guest-Occupancy, and issue the written Consent to Guest-Occupancy forthwith, or vote to reject the proposed Guest-Occupancy. Should the Board vote to reject the proposed Guest-Occupancy, the Board shall, within one (1) hour of the meeting, cause a letter to be sent to the owner of record of the condominium unit, with a copy of the letter attached to the front door of the condominium unit, explaining the

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reasons for the rejection. If the reasons for the rejection can be corrected, the unit owner may re-apply for approval of the Guest-Occupancy and issuing of the written Consent to Guest-Occupancy. The Board of Directors, when voting on the proposed Guest Occupancy, shall consider the best interests of the condominium community, mindful of both it's statute-mandated fiduciary duty to protect and to promote the interests of each and every unit owner, and of it's statute mandated duty, as directors of the corporation, to act in good faith. A permanent record shall be kept of the deliberations of the Board of Administration.

I. Nothing herein shall prohibit the Board of Administration from appointing a standing committee, to be chaired by at least one (1) of it's members, from conducting the Quest-Occupancy review process, and from reporting the results of the Quest-Occupancy review process to the full Board of Administration. However, the actual vote to approve or to reject, and the responsibility for such vote, must always be done by, and remain with, the full Board of Administration.

J. Should the proposed Guest Occupancy be disapproved, resulting in no written Consent to Guest-Occupancy being issued, the proposed Guest-Occupancy shall not occur. Should the Guest-Occupancy have already begun, pursuant to the Forty Eight (48) Hour Grace Period, as described in paragraph III (C), then this conditional Guest Occupancy shall be terminated within Twenty Four (24) Hours of the copy of the rejection letter being attached to the front door of the condominium unit. Should any Guest-Occupancy occur without the written Consent to Guest Occupancy, or, if begun conditionally, continue more than Twenty Four (24) Hours after the copy of the rejection letter is attached to the front door of the condominium, then the Association shall move to terminate such unauthorized Guest-Occupancy by all available legal means. This may include, but not be limited to, the seeking of injunctive relief in a court of competent jurisdiction.

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XIII

USE AND OCCUPANCY

The owner of a unit shall occupy and use his or her unit as a single family private dwelling for himself or herself and the members of his or her family, [and] his or her social guests, [and] his or her tenants occupying with the prior written consent of the Association, his or her Guest-Occupants when a Consent To Guest Occupancy has been issued by the Association, and for no other purpose. No One-Bedroom condominium unit shall be occupied by more than Three (3) Persons. No Two-Bedroom condominium unit shall be occupied by more than Four (4) Persons. No Three-Bedroom condominium unit shall be occupied by more than Six (6) Persons.

The unit owner shall not permit or suffer anything to be done or kept in his or her unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other unit owners or their guests, tenants or Guest-Occupants, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind, with the exception of fish or birds kept in cages, shall be kept in any unit or on any property of the Condominium. [except with the written consent of and subject to the Rules and Regulations adopted by the Association provided they are not kept, bred or maintained for any commercial purposes and, further provided,] However [that] any such [house pets] fish or birds kept in cages causing or creating a nuisance or unreasonable disturbance to any condominium owner, approved tenant or approved Guest-Occupant of Valiant House, shall be permanently removed from the property. [subject to these restrictions, upon three days written notice from the Association. Once consent to a pet is given by the Association, it cannot be withdrawn unless said pet is causing or creating a nuisance or unreasonable disturbance.]

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the building; nor shall they place any furniture or equipment outside their unit. [except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules of Regulations adopted by the Board of Directors. The Association has determined to approve only one type of hurricane shutter, to wit: "Hurri-Shut Panels" presently being manufactured by Weather Control Shutters, Incorporated. This proviso may only be changed by the Association with the consent of the Developer.] Notwithstanding anything contained in this Declaration, a unit owner may install hurricane shutters, providing that such shutters, and the installation of such shutters, shall always be in compliance with all relevant and applicable building codes. All shutters which are permanently installed must be either white, aluminum-colored or match the external

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color of the building in existence at the time of installation. It shall be the both right and the obligation of the Association to paint, at Association common expense and in a color selected by the Association, all permanently installed hurricane shutters whenever the exterior of the building is re-painted. No shutter not permanently installed may be stored upon any common or limited common element or area. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung at or upon any common or limited common element. [except where designated by the Board of Directors of the Association.]

No person shall use, or permit his or her guests, tenants or Guest-Occupants to use, the common elements, or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with [such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.] the provisions of this Declaration of Condominium, and any amendments thereto, the By-Laws of CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC., and any amendments thereto, and the Rules and Regulations of VALIANT HOUSE CONDOMINIUM, as may be amended from time to time.

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

BK 25233P60044

TITLE SEARCH

X Declaration of Condominium and Amendments
or
 Declaration of Restrictions and Covenants and Amendments

No. 10-98-1622

Provided for: Kay & Roger, P.A.

Effective Dates: From December 1, 1970 at 8:00 A.M.
To January 26, 1998 at 11:00 P.M.

This Title Search commences from the recording date of the Declaration and contains the Declaration together with any Amendments thereto. No other search has been performed.

Name: VALIANT HOUSE CONDOMINIUM

as recorded in Official Records Book 4361, Page 688

Instrument	Recorded	O.R. Book/Page
Dec	December 1, 1970	4361/688
And	August 1, 1973	5385/105
" "	February 13, 1975	6108/372
" "	February 2, 1976	6476/259
" "	July 13, 1977	7110/450
" "	February 14, 1985	12327/608
" "	May 20, 1996	24897/449
" "	May 22, 1996	24912/901
" "	August 6, 1996	25233/34

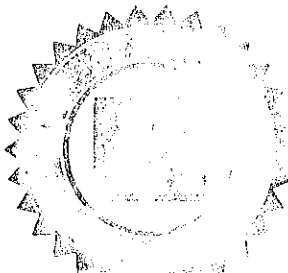
This Title Search is prepared and furnished for information only. It does not cover matters other than those recorded in the Official Records Book of the County and does not assure the legality or validity of the instruments referenced above.

Signed this 11th day of February, A.D. 1998.

ATTORNEYS' TITLE INSURANCE FUND, INC.

BY: *Juan Sanchez*
Authorized Signature

Abstractor: VL
Typist: km



96-383941 T#801
08-06-96 03:56PM

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
VALIANT HOUSE CONDOMINIUM

WE HEREBY CERTIFY that VALIANT HOUSE CONDOMINIUM, a condominium pursuant to its Declaration of Condominium and any amendments thereto, as recorded on the Public Records of Broward County, Florida, at Official Records Book 4361 at Page 688, has amended Articles XI and XIII of its Declaration of Condominium, said amendments being duly adopted in accordance with the affirmative vote of not less than three fourths of the unit owners, in the manner provided in the Declaration of Condominium, at a special meeting held July 17, 1996. A copy of amended Articles XI and XIII are attached hereto.

Condominium Association of Valiant House, Inc.
801 South Ocean Drive
Hollywood, Florida 33019

IN WITNESS WHEREOF, we have affixed our hands this 20th day of July, 1996, at Hollywood, Broward County, Florida.

By: Nathaniel Bauer (signature)
President
NATHANIEL BAUER (printed)
President

801 South Ocean Drive
Hollywood, Florida 33019

Attest: Cheryl Conita (signature)
Secretary
Cheryl Conita (printed)
Secretary

801 South Ocean Drive
Hollywood, Florida 33019

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XI

RIGHT OF ASSOCIATION TO REGULATE SALE, LEASE AND GUEST-OCCUPANCY OF
CONDOMINIUM UNITS

In order to assure a community of congenial residents and thus protect the value of the apartment dwelling units, the sale, leasing, guest-occupancy, and other alienation of apartment dwelling units, shall be subject to the following provisions:

- I. No transfer of ownership of any condominium unit, whether by sale, gift, devise, trade or any other form whatsoever, shall occur without the prior approval, in recordable form, of the Association.
 - A. Any unit owner wishing to transfer ownership of his or her condominium unit may, without charge, obtain an application package from the condominium office, or by writing, Secretary, Condominium Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.
 - B. The application process shall begin when a completed application, and a non-refundable ONE HUNDRED (\$100.00) DOLLAR screening fee, is delivered to the Association office. The application shall not be deemed to have been delivered until the ONE HUNDRED (\$100.00) DOLLAR screening fee is paid.
 - C. The Association shall have thirty (30) days, not to include the date on which the completed application is delivered, from the date of delivery of the completed application, to reach a decision as to whether to approve, or to reject, the proposed transfer of ownership.
 - D. The application review process shall consist of a careful review of the completed application, a check of all credit and other references, and a personal interview with any and all persons applying to have the condominium unit transferred to them. A permanent record of the application review process shall be made, and permanently kept, as part of the Association records. The application review process shall be conducted in good faith.
 - E. Upon the completion of the application review process, the Board of Administration of the Association, either at a regularly scheduled Board of Administration meeting, or at a special meeting called for this purpose, shall vote on the proposed transfer. The Board of Administration shall either vote to approve the proposed transfer, at which time a Certificate of Approval, in recordable form, shall be issued to the applicant, or vote to reject the proposed transfer, at which time a letter shall be sent to both the current owner of record of the condominium unit, and to the rejected applicant, explaining the reasons for the rejection. Any rejected applicant shall

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have the right to re-apply if such rejected applicant can correct the reasons for the rejection. The Board of Administration, when voting on the proposed transfer, shall consider the best interests of the condominium community, mindful of both its statute-mandated fiduciary duty to protect and to promote the interests of each and every unit owner, and of its statute mandated duty, as directors of the corporation, to act in good faith. A permanent record shall be kept of the deliberations of the Board of Administration.

F. Nothing herein shall prohibit the Board of Administration from appointing a standing committee, to be chaired by at least one (1) of its members, from conducting the application review process, and from reporting the results of the application review process to the full Board of Administration. However, the actual vote to approve or to reject, and the responsibility for such vote, must always be done by, and remain with, the full Board of Administration.

G. Should any transfer of ownership of any condominium unit, whether by sale, gift, devise, trade or any other form whatsoever, occur without the prior approval, in recordable form, of the Association, then the Association shall move to void such transfer, and any occupancy which might result from such unapproved transfer, by all available legal means. This may include, but not be limited to, the seeking of injunctive relief in a court of competent jurisdiction.

H. Nothing herein shall apply to any entity which has acquired title either through a mortgage foreclosure or a voluntary deed in lieu of mortgage foreclosure. Such an entity shall be free to transfer ownership without the need for prior approval by the Association. However, in any such ownership transfer, the party to whom ownership is to be transferred must sign an agreement to abide by this Declaration of Condominium, and any amendments thereto, the By-Laws and the Rules and Regulations of the Association prior to such transfer of ownership.

II. No condominium unit shall be leased without the prior written consent of the Association.

A. Any unit owner wishing to lease his or her condominium unit may, without charge, obtain an application package from the condominium office, or by writing, Secretary, Condominium Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.

B. The application process shall begin when a completed application, and a non-refundable ONE HUNDRED (\$100.00) DOLLAR screening fee, is delivered to the Association office. The application shall not be deemed to have been delivered until the ONE HUNDRED (\$100.00) DOLLAR screening fee is paid.

C. No application for leasing shall be deemed to be

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accepted, and no approval for lease shall be given, for any unit which is not current with its maintenance assessments.

D. The Association shall have thirty (30) days, not to include the date on which the completed application is delivered, from the date of delivery of the completed application, to reach a decision as to whether to approve, or to reject, the proposed lease and tenancy.

E. The application review process shall consist of a careful review of the completed application, a check of all references of the proposed tenant, and a personal interview with any and all persons applying to occupy the condominium unit as tenants. A permanent record of the application review process shall be made, and permanently kept, as part of the Association records. The application review process shall be conducted in good faith.

F. Upon the completion of the application review process, the Board of Administration of the Association, either at a regularly scheduled Board of Administration meeting, or at a special meeting called for this purpose, shall vote on the proposed lease and tenancy. The Board of Administration shall either vote to approve the proposed lease and tenancy or vote to reject the proposed lease and tenancy. Should the Board vote to reject the proposed lease and tenancy, the Board shall, within two (2) days of the meeting, cause a letter to be sent to the owner of record of the condominium unit, explaining the reasons for the rejection. If the reasons for the rejection can be corrected, the unit owner may re-apply for approval of the lease and tenancy. The Board of Directors, when voting on the proposed lease and tenancy, shall consider the best interests of the condominium community, mindful of both its statute-mandated fiduciary duty to protect and to promote the interests of each and every unit owner, and of its statute mandated duty, as directors of the corporation, to act in good faith. A permanent record shall be kept of the deliberations of the Board of Administration.

G. Nothing herein shall prohibit the Board of Administration from appointing a standing committee, to be chaired by at least one (1) of its members, from conducting the application review process, and from reporting the results of the application review process to the full Board of Administration. However, the actual vote to approve or to reject, and the responsibility for such vote, must always be done by, and remain with, the full Board of Administration.

H. No application for approval of lease and tenancy shall be approved if the application does not contain a fully executed copy of the proposed written lease agreement, which written lease agreement shall be the latest edition of the Valiant House Standard Form Lease Agreement as may be promulgated from time to time by the Association. Any unit owner may obtain a copy of the latest edition of the Valiant House Standard Form Lease Agreement, without charge, from the condominium office, or by writing, Secretary, Condominium

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Association Of Valiant House, Inc., 801 South Ocean Drive, Hollywood,
Florida 33020.

I. No application for approval of lease and tenancy shall be approved if such proposed tenancy would result in the violation of any provisions of this Declaration of Condominium, and any amendments thereto, the By-Laws, or the Rules and Regulations of the Association.

J. No application for approval of lease and tenancy shall be approved if the condominium unit which is the subject of the proposed lease and tenancy shall have been then owned less than Three Hundred Sixty Five (365) consecutive days by it's current owner of record.

K. No application for approval of lease and tenancy shall be approved if such lease would result in a bona fide occupancy period of less than Ninety (90) consecutive days.

L. No application for approval of lease and tenancy shall be approved if such lease would result in a bona fide occupancy period of more than Three Hundred Sixty Five (365) days, except if such lease period shall include any part of a leap year, in which case the maximum bona fide occupancy period shall be extended to Three Hundred Sixty Six (366) days.

M. No application for approval of lease and tenancy shall be approved if such lease would result in a sub-tenancy of any form whatsoever and or in the leasing and occupancy of less than One Hundred (100%) Per Cent of the total square footage of the condominium unit which is the subject of the proposed lease and tenancy.

N. Should any tenancy, with or without a written lease agreement, occur without the prior approval of the Association, then the Association shall move to terminate such tenancy and occupancy by all available legal means. This may include, but not be limited to, the seeking of injunctive relief in a court of competent jurisdiction.

O. Nothing herein shall apply to any entity which has acquired title either through a mortgage foreclosure or a voluntary deed in lieu of mortgage foreclosure. Such an entity shall be free to enter into written lease agreements without the need for prior approval by the Association. However, in any such lease agreement, the proposed tenant must sign an agreement to abide by this Declaration of Condominium, and any amendments thereto, the By-Laws and the Rules and Regulations of the Association prior to the commencement of occupancy. Furthermore, no lease agreement shall be entered into if either the lease agreement, or if the form, commencement date or duration of the proposed occupancy, would violate any provisions of this Declaration of Condominium, and any amendments thereto, the By-Laws or the Rules and Regulations of the Association.

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III. No condominium unit shall be occupied by a guest of a unit owner, without the co-occupancy of said unit owner, unless a written Consent to Guest-Occupancy has been issued by the Association. This regulation is specifically limited to guest-occupancy when the unit owner, or approved tenant, is not a bona fide co-occupant. This regulation does not apply to any guest who occupies a condominium unit when the owner, or approved tenant, is present and is a bona fide co-occupant.

A. No Guest-Occupant shall be permitted to occupy any condominium unit for a period of greater than Thirty (30) Consecutive Days.

B. The total number of days of Guest-Occupancy permitted for any one condominium unit shall not exceed Thirty (30) Days in any Three Hundred Sixty Five (365) Day period.

C. The process for obtaining the written Consent to Guest-Occupancy shall begin when a complete Owners Affidavit and a complete Occupants Affidavit is delivered to the Secretary of the Association. As is the case with all affidavits, both the Owners Affidavit and the Occupants Affidavit shall be signed, with signatures notarized, by the Owner and by the proposed Guest-Occupant. This delivery shall occur not later than Forty Eight (48) Hours after the beginning the Guest-Occupancy, and may be delivered by the Guest-Occupant. This Forty Eight (48) Hour grace period for delivery of the complete Owners Affidavit and the complete Occupants Affidavit is for the convenience of the unit owner, who may choose to permit a guest to occupy his or her condominium unit on short notice, and shall not, in any way, manner or form, constitute any waiver on the part of the Association of its right to refuse to issue the written Consent to Guest-Occupancy. During this grace period, the occupancy shall only be a Conditional Guest Occupancy. Nothing herein shall be interpreted as preventing a unit owner from submitting a complete Owners Affidavit and a complete Occupants Affidavit prior to the beginning of the Guest-Occupancy, thus beginning the process to obtain the written Consent to Guest-Occupancy prior to the beginning of the Guest-Occupancy.

D. Any unit owner wishing to obtain the written Consent to Guest-Occupancy, may, without charge, obtain an Owners Affidavit and An Occupants Affidavit from the condominium office, or by writing, Secretary, Condominium Association Of Valiant Mouse, Inc., 801 South Ocean Drive, Hollywood, Florida 33020.

E. No fee shall be charged for obtaining the written Consent to Guest-Occupancy.

F. The Association shall have Twenty-Four (24) Hours, from the time of delivery of the Owner's Affidavit and An Occupants Affidavit, to reach a decision as to whether or not to issue the Consent to Guest-Occupancy.

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G. The Guest-Occupancy approval process, which shall be conducted in good faith, shall be a summary approval process, where the only evidence considered shall be the information contained on the Owners Affidavit and the Occupants Affidavit; the Official Records of the Association, including any unit owner complaints on file; the Declaration of Condominium and any amendments thereto; the By-Laws of the Association; the Rules and Regulations of the Association; and any relevant governmental law, statute or ordinance. No personal interview shall be required and no financial background check of the proposed Guest-Occupant is to be performed. The written Consent to Guest-Occupancy be granted, unless one of the following conditions are present:

1. Either the Owners Affidavit or the Occupants Affidavit has not been completely filled out, or that either the Owners Affidavit or the Occupants Affidavit contains false information.

2. The occupancy would be a violation of either the Declaration of Condominium, and any amendments thereto, the By-Laws or the Rules and Regulations the Association.

3. The Guest-Occupancy is to occur in a condominium unit which is not current with it's maintenance assessment payments.

4. The Board of Administration, by clear and convincing evidence, has reason to believe that the proposed Guest-Occupant will become a nuisance to the occupants of other condominium units within Valiant House.

5. The Board of Administration, by clear and convincing evidence, has reason to believe that the proposed Guest-Occupancy would constitute a violation of any relevant governmental law, statute or ordinance.

6. The Guest-Occupancy is to last for more than Thirty (30) Consecutive Days.

7. The Guest-Occupancy would result in a Guest-Occupancy of any one condominium unit which exceeds Thirty (30) Days in any Three Hundred Sixty Five (365) Day period.

H. Upon the completion of the Guest-Occupancy approval process, the Board of Administration of the Association, either at a regularly scheduled Board of Administration meeting, or at a special meeting called for this purpose, shall vote on the proposed Guest-Occupancy. The Board of Administration shall either vote to approve the proposed Guest-Occupancy, and issue the written Consent to Guest-Occupancy forthwith, or vote to reject the proposed Guest-Occupancy. Should the Board vote to reject the proposed Guest-Occupancy, the Board shall, within one (1) hour of the meeting, cause a letter to be sent to the owner of record of the condominium unit, with a copy of the letter attached to the front door of the condominium unit, explaining the

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reasons for the rejection. If the reasons for the rejection can be corrected, the unit owner may re-apply for approval of the Guest-Occupancy and issuing of the written Consent to Guest-Occupancy. The Board of Directors, when voting on the proposed Guest Occupancy, shall consider the best interests of the condominium community, mindful of both it's statute-mandated fiduciary duty to protect and to promote the interests of each and every unit owner, and of it's statute mandated duty, as directors of the corporation, to act in good faith. A permanent record shall be kept of the deliberations of the Board of Administration.

I. Nothing herein shall prohibit the Board of Administration from appointing a standing committee, to be chaired by at least one (1) of it's members, from conducting the Guest-Occupancy review process, and from reporting the results of the Guest-Occupancy review process to the full Board of Administration. However, the actual vote to approve or to reject, and the responsibility for such vote, must always be done by, and remain with, the full Board of Administration.

J. Should the proposed Guest Occupancy be disapproved, resulting in no written Consent to Guest-Occupancy being issued, the proposed Guest-Occupancy shall not occur. Should the Guest-Occupancy have already begun, pursuant to the Forty Eight (48) Hour Grace Period, as described in paragraph III (C), then this conditional Guest Occupancy shall be terminated within Twenty Four (24) Hours of the copy of the rejection letter being attached to the front door of the condominium unit. Should any Guest-Occupancy occur without the written Consent to Guest Occupancy, or, if begun conditionally, continue more than Twenty Four (24) Hours after the copy of the rejection letter is attached to the front door of the condominium, then the Association shall move to terminate such unauthorized Guest-Occupancy by all available legal means. This may include, but not be limited to, the seeking of injunctive relief in a court of competent jurisdiction.

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USE AND OCCUPANCY

The owner of a unit shall occupy and use his or her unit as a single family private dwelling for himself or herself and the members of his or her family, [and] his or her social guests, [and] his or her tenants occupying with the prior written consent of the Association, his or her Guest-Occupants when a Consent To Guest Occupancy has been issued by the Association, and for no other purpose. No One-Bedroom condominium unit shall be occupied by more than Three (3) Persons. No Two-Bedroom condominium unit shall be occupied by more than Four (4) Persons. No Three-Bedroom condominium unit shall be occupied by more than Six (6) Persons.

The unit owner shall not permit or suffer anything to be done or kept in his or her unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other unit owners or their guests, tenants or Guest-Occupants, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind, with the exception of fish or birds kept in cages, shall be kept in any unit or on any property of the Condominium. [except with the written consent of and subject to the Rules and Regulations adopted by the Association provided they are not kept, bred or maintained for any commercial purposes and, further provided,] However [that] any such [house pets] fish or birds kept in cages causing or creating a nuisance or unreasonable disturbance to any condominium owner, approved tenant or approved Guest-Occupant of Valiant House, shall be permanently removed from the property. [subject to these restrictions, upon three days written notice from the Association. Once consent to a pet is given by the Association, it cannot be withdrawn unless said pet is causing or creating a nuisance or unreasonable disturbance.]

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the building; nor shall they place any furniture or equipment outside their unit. [except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. The Association has determined to approve only one type of hurricane shutter, to wit: "Hurri-Shut Panels" presently being manufactured by Weather Control Shutters, Incorporated. This provision may only be changed by the Association with the consent of the Developer.] Notwithstanding anything contained in this Declaration, a unit owner may install hurricane shutters, providing that such shutters, and the installation of such shutters, shall always be in compliance with all relevant and applicable building codes. All shutters which are permanently installed must be either white, aluminum-colored or match the external

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color of the building in existence at the time of installation. It shall be the both right and the obligation of the Association to paint, at Association common expense and in a color selected by the Association, all permanently installed hurricane shutters whenever the exterior of the building is re-painted. No shutter not permanently installed may be stored upon any common or limited common element or area. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung at or upon any common or limited common element, [except where designated by the Board of Directors of the Association.]

No person shall use, or permit his or her guests, tenants or Guest-Occupants to use, the common elements, or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with [such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.] the provisions of this Declaration of Condominium, and any amendments thereto, the By-Laws of CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC., and any amendments thereto, and the Rules and Regulations of VALIANT HOUSE CONDOMINIUM, as may be amended from time to time.

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

BR 25233PS0044

96-249120 T#001
05-22-96 02:47PM

Handwritten: Broward County 2275 Corp. Block 110, Sec 120, Beach Ridge, Fl 33431

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

WE HEREBY CERTIFY that CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC., the not-for-profit Florida corporation which manages VALIANT HOUSE CONDOMINIUM, a condominium pursuant to its Declaration of Condominium and any amendments thereto, as recorded on the Public Records of Broward County, Florida, at Official Records Book 4361 at Page 688, has amended the following Articles of its By-Laws, said amendments being duly adopted in accordance with the unanimous vote of its Board of Directors and with the affirmative vote of not less than three fourths of the membership, in the manner provided in the By-Laws, at a special meeting held April 15, 1996.

- 1. Article II
- 2. Article III
- 3. Article IV

Copies of the amended Articles are attached hereto.

WE FURTHER HEREBY CERTIFY that CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC., the not-for-profit Florida corporation which manages VALIANT HOUSE CONDOMINIUM, a condominium pursuant to its Declaration of Condominium and any amendments thereto, as recorded on the Public Records of Broward County, Florida, at Official Records Book 4361 at Page 688, has repealed and declared to be null and void and of no force and effect whatsoever both Article IX of its Bylaws and that certain document entitled "Certificate of Amendment of By-Laws of Condominium Association of Valiant House, Inc., (Document of Condominium recorded on OR Book 4361, Page 688, Public Records of Broward County.)", which document was recorded on the Official Records of Broward County, Florida on February 14, 1985 on Official Records Book 12327 at Page 608.

Condominium Association of Valiant House, Inc.
801 South Ocean Drive

200491280901

Handwritten: 2
12/8

Hollywood, Florida 33019

IN WITNESS WHEREOF, we have affixed our hands this ____ day of _____, 1996, at Hollywood, Broward County, Florida.

By: Nathaniel Raucher (signature)
President
NATHANIEL RAUCHER (printed)
President

801 South Ocean Drive
Hollywood, Florida 33019

Attest: Cheryl Conito (signature)
Secretary
Joseph Melita (printed)
Secretary

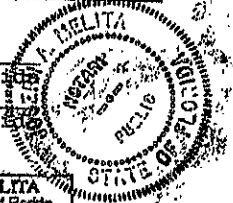
801 South Ocean Drive
Hollywood, Florida 33019

STATE OF FLORIDA:
ss
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of April, 1996 by NATHANIEL RAUCHER and CHERYL CONITO, who are personally known to me or who have produced _____ as identification.

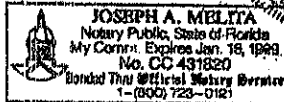
(signature)
(printed)

Joseph A. Melita
Notary Public, State of Florida
Joseph A. Melita
Notary Public, State of Florida



MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
DENNIS S. LEFKOWITZ, ESQ.
2295 Corporate Blvd., N.W.
Suite 120
Boca Raton, Florida 33431
(407) 994-2004
(305) 763-1933



91912769902

Article II. MEMBERSHIP AND VOTING PROVISIONS

Sections 1(2), 2, 3, 5 are unchanged

Section 1 paragraph 1

Membership in the Association shall be limited to owners of the Condominium units [~~Condominium wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium of said Condominium~~] in VALIANT HOUSE CONDOMINIUM. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee[.] except that a transfer of ownership with reservation of a beneficial interest, such as a life estate, shall not terminate membership in the Association. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer [or] employee or agent, of the Corporation as its "voting member."

Section 4. Proxies. Votes may be cast in person or by proxy provided, however, that any such proxy must conform to the requirements and the procedures established by section 718.112, Florida Statutes. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5.), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein and any lawfully adjourned meetings thereof, but in no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it. Where a unit is owned jointly by husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

EX-1912PC1903

Article III. MEETING OF THE MEMBERSHIP

Sections 1, 4, 6, 8 are unchanged

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a Written Notice, which notice must include an agenda, of each annual or special meeting, stating the time and place thereof, to each unit owner of record, at least [~~five (5)~~] fourteen (14) days [~~but not more than fifteen (15) days~~] prior to such meeting, and shall cause a complete and accurate copy of such notice to be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the meeting. Upon notice to unit owners, the Board of Administration shall by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings and of Board of Administration shall be posted. Notice of any special meeting shall state the purpose thereof, and the agenda of such special meeting shall be limited to the purpose stated in said notice. All Notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association.

Section 3. Annual Meeting. The annual meeting shall be held at 8:00 P.M., Eastern Standard Time or Daylight Standard Time, whichever may then be in effect, on the first Tuesday in February of each year, for the purpose of [~~electing Directors and~~] transacting any [~~other~~] business authorized to be transacted by the Members, provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members [~~shall elect by plurality vote - (cumulative vote prohibited, a Board of Directors, and~~] shall transact such [~~other~~] business as may properly be brought before the meeting.

Section 3.5 Election of Members of the Board of Administration.

Election of Members of the Board of Administration shall be conducted in the following manner:

a. Election of Members of the Board of Administration shall be held annually, at the date of the annual members' meeting.

b. Not less than sixty (60) days before the scheduled election, the ASSOCIATION shall mail or deliver to each unit owner entitled to vote, a first notice of the date and time of the election.

c. Any unit owner desiring to be a candidate for the Board of Administration shall give written notice to the Secretary of the ASSOCIATION not less than forty (40) days before the scheduled election.

d. Thirty five (35) days before the election, the ASSOCIATION shall hold a meeting of the membership for the purpose of accepting

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additional nominations for candidates for the Board of Administration. At this meeting, any unit owner may nominate any other unit owner, who has given the nominating unit owner written permission to make this nomination. Nothing herein shall prevent any unit owner from nominating himself or herself as a candidate for the Board of Administration.

e. If, at the expiration of the period for unit owners to give written notice to the Secretary of the ASSOCIATION of their desire to be a candidate for the Board of Administration, and after the meeting of the members of the ASSOCIATION held for the purpose of accepting additional nominations for candidates for the Board of Administration, the total number of candidates shall be equal to or less than nine (9), then these nine (9) candidates shall be certified as having been elected to the Board of Administration and no further election steps need be taken.

f. Not less than thirty (30) days before the election, the ASSOCIATION shall provide to each voting member of the ASSOCIATION, either by personal delivery, or by depositing in the United States Mail, with proper first class postage affixed, a second notice of the date and time of the election, together with a ballot, as described in paragraph 2(g) of these By-Laws. If this second notice and ballot is delivered personally, receipt of such delivery shall be signed by the voting member, indicating the date on which this personal delivery occurred. If this second notice and ballot is mailed, such delivery shall be deemed to have occurred upon mailing. Proof of such mailing shall be given by the sworn affidavit of the Secretary of the Association.

g. The Ballot shall contain the alphabetized list of the names of all unit owners who gave written notice to the Secretary of the ASSOCIATION that they desired to be candidates for the Board of Administration, or who were nominated, either by another unit owner with their written permission, or by themselves, at the membership meeting held for this purpose. On the ballot, there shall be no distinction made for incumbent candidates. The Ballot shall also contain a "Detachable Signature Portion" which, when properly signed and dated by the voting member, shall authorize the Secretary of the ASSOCIATION to place the "still sealed ballot" into a common ballot box.

h. Upon the request of any candidate, the ASSOCIATION shall include, with the second notice and Ballot, an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, no the costs of mailing and copying to be borne by the ASSOCIATION. In addition to this information sheet, the Secretary of the ASSOCIATION shall make available to any candidate for the Board of Administration, a complete and current list of the names and addresses, both local and out-of-town, of all of the members of the ASSOCIATION, so that any candidate may effectively campaign for election to the Board of Administration. With the sole exception of the information sheet, as

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described herein, no association funds shall be spent by, or on behalf of, any candidate in campaigning for the Board of Directors.

1. Nothing herein shall limit the right of the Board of Administration, if they feel that it is in the best interests of the ASSOCIATION, from holding a candidates night workshop, at which time all candidates for the Board of Administration of the ASSOCIATION may address the membership of the ASSOCIATION. If such a candidates night workshop is held, then all candidates for the Board of Administration, must be given equal opportunity to be heard. If such a candidates night workshop is held, it must be held not later than ten (10) days prior to the election date.

1. The election shall be by secret written ballot and by a plurality of the votes cast, provided, however, that at least twenty (20%) percent of the units in the ASSOCIATION cast ballots. If less than twenty (20%) of the units in the ASSOCIATION cast ballots, the election is not valid and void ab initio. Each person voting shall be entitled to cast one vote for each of nine (9) different candidates, provided, however, that there be no cumulative voting and each voting member may not cast more than (1) vote for any candidate. The election for the members of the Board of Administration shall be conducted as follows:

(i) Any voting member wishing to cast a ballot without being present at the election shall deliver, in person or by United States Mail, his or her sealed ballot and accompanying signed "Detachable Signature Portion" to the Secretary of the Association not later than twenty-four (24) hours prior to the election.

(ii) In full view of the membership, the Secretary of the ASSOCIATION shall detach all sealed ballots, which have already been received from voting members, from their accompanying "Detachable Signature Portion" and shall place all sealed ballots into a common ballot box.

(iii) All members of the ASSOCIATION who are present with valid ballots, which have not been previously delivered to the Secretary of the ASSOCIATION are then to deliver them to the Secretary of the ASSOCIATION. The Secretary of the ASSOCIATION, upon receipt of each ballot, and in full view of the membership, shall detach all sealed ballots from their accompanying "Detachable Signature Portions", and shall then place all sealed ballots into the ballot box. Care shall be taken to insure that no member who had delivered his or her ballot to the Secretary of the ASSOCIATION prior to the election shall also deliver a ballot to the Secretary of the ASSOCIATION at the election. The Secretary shall not accept any ballot delivered by a member other than the member named on the "Detachable Signature Portion" of the ballot.

EX-19126-906

(iv) Any voting member who is unable to read and write or who, because of some physical disability, needs assistance in voting may request assistance in voting from any two unit owners who are members of the ASSOCIATION, who are not candidates for the Board of Administration, and who have not helped said voting member vote in a previous election, and cast his or her ballot. The voting member requesting assistance shall complete a Declaration To Secure Assistance in a form substantially similar to the one contained in section 101.051, Florida Statutes, as amended from time to time. When not in conflict with the Condominium Act, section 718, Florida Statutes, the provisions of section 101.051, Florida Statutes, as may be amended from time to time, which shall strictly be adhered to, shall control both the reasons and the procedures for assisted voting for reasons of disability.

(v) When the last proxy is handed to the Secretary of the ASSOCIATION, the Secretary shall announce that the balloting period is over, and that the time has now come to: 1) determine if an "election quorum" exists, and, if it does, to 2) count the ballots. To determine if an "election quorum" exists, the Secretary of the ASSOCIATION shall count all of the "Detachable Signature Portions" to determine if the number of "Detachable Signature Portions" is equal to, or greater than, twenty (20%) percent of the number of units in the ASSOCIATION. If the number of "Detachable Signature Portions" is equal to, or greater than, twenty (20%) percent of the number of units in the ASSOCIATION, then the Secretary shall certify that an "election quorum" exists, and the counting of the ballots may commence. If the number of "Detachable Signature Portions" is less than twenty (20%) percent of the number of units in the ASSOCIATION, then the Secretary shall announce that an "election quorum" does not exist, in which instance, no counting of the ballots shall occur.

(vi) The counting of the ballots shall be done in full view of the membership. The Secretary of the ASSOCIATION shall remove each ballot from the ballot box separately. The Secretary then shall open the ballot, read the ballot aloud and cause the results of the ballot to be incorporated into a written "running total" of the election returns. In all cases the identity of the voter is to be kept secret. This shall continue uninterrupted until all ballots have been opened, read and tabulated. When all ballots have been opened, read and tabulated, the Secretary of the Association shall announce the results of the election. The nine (9) highest vote-getting candidates shall be certified as being elected to the Board of Administration of the ASSOCIATION. All ballots are to be kept as permanent records of the ASSOCIATION.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the members may be dispensed with if not less than three-fourths (3/4ths) of the total vote of the members who would have been entitled

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to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.]

[Section 7. ~~Provisor~~ Provided, however, that until the first Tuesday in April of such year is four (4) years after the year in which these By-Laws are dated, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.]

EX 24912P0908

ARTICLE IV. [DIRECTORS] MEMBERS OF THE BOARD OF ADMINISTRATION

Sections 4, 9, 10, 12 are unchanged

Section 1. Number, Term ~~and~~ Qualifications and Annual First Meeting of the Board of Administration. The affairs of the Association shall be governed by a Board of [Directors] Administration composed of [no less than three (3), nor more than eleven (11)] nine (9) persons ~~as is determined from time to time by the members.~~ All [directors] members of the Board of Administration shall be members of the Association. [provided, however, that until one of the events in Article III., Section 7, of these By-laws first occurs, all Directors shall be designated by the Developer and need not be members of the Association as to qualify as a Director herein.] The term of each [Director's service] member of the Board of Administration shall extend until the next [annual meeting of the members] election of members of the Board of Administration, and thereafter, until his or her successor is duly elected and qualified, or until he or she is removed in the manner provided in Section 3. below. Immediately following each election of the Board of Administration and at the same location where the election of the Board of Administration occurred, there shall occur a meeting of the newly elected Board of Administration, at which time the election of officers shall occur.

[Section 2. First Board of Directors.

(a) The first Board of Directors of the Association, who shall hold office and serve until the first annual meeting of members, and until their successors have been elected and qualified, shall consist of the following:

Edward S. Resnick
Leonard Robbins
Reuben M. Schneider

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.]

[Section 3. Removal of Directors. At any time after the first annual meeting of the membership, at a duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said

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successor, the Board of Directors may fill the vacancy in the manner provided in Section 4. below.]

Section 3. Recall of Members of the Board of Administration. Any member of the Board of Administration may be recalled and removed from office with or without cause either by an agreement in writing of a majority of all the voting interests, or by a vote of a majority of all the voting interests at a special meeting of the unit owners called for this purpose.

(a) An Agreement In Writing to recall a member or members of the Board of Administration by a majority of the voting interests must be served upon the Association by certified mail or by personal service of process. The Association shall then, within 5 full business days after receipt of said Agreement In Writing, call a special meeting of the Board of Administration, at which time the Board of Administration will either certify as valid, or dispute the validity of, the Written Agreement to Recall.

(b) A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and shall state the purpose of the meeting.

(c) If the Board of Administration either certifies the validity of the Agreement In Writing, or does not dispute the results of a Special Meeting wherein the majority of the voting interests voted to recall a member or members of the Board of Administration, then the member or members of the Board of Administration shall be recalled effective immediately and such member or members shall turn over to the Association any and all records of the Association which might be in said member or members possession within 5 full business days.

(d) If the Board of Administration determines either not to certify the validity of the Agreement In Writing, or to dispute the results of a Special Meeting wherein the majority of the voting interests voted to recall a member or members of the Board of Administration, the Board of Administration shall, within 5 full business days, file a petition for binding arbitration with the Division of Florida Land Sales, Condominiums, and Mobile Homes, where the Board of Administration shall be one party and the voting interests who either signed the disputed Agreement In Writing or voted for recall at the disputed Special Meeting shall be the other party.

Section 5. Disqualification and Resignation of [Directors] Members of the Board of Administration.

Any [Director] member of the Board of Administration may resign at

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any time by sending written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. [Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, t] The transfer of title of his or her condominium unit by a [Director] member of the Board of Administration shall automatically constitute a resignation, except that a transfer of ownership with reservation of a beneficial interest, such as a life estate, shall not terminate membership in the Association. [effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.]

Section 6. Regular Meetings. The Board of [Directors] Administration may establish a schedule of regular meetings to be held at such time and place as the Board of [Directors] Administration may designate. [Notice of such regular meetings shall, nevertheless, be given to each director personally, or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.] It shall be the duty of the Secretary to mail or deliver a Written Notice, which notice must include an agenda, of each regular meeting of the Board of Administration, stating the time and place thereof, to each member of the Board of Administration, at least fourteen (14) days prior to such meeting, and to cause a complete and accurate copy of such notice to be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the meeting. Upon notice to unit owners, the Board of Administration shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Board of Administration meetings shall be posted. The meeting shall be limited to the agenda items.

Section 7. Special Meetings. Special Meetings of the Board of [Directors] Administration may be called by the President, and in his or her absence, by the Vice President, or by a majority of the members of the Board of [Directors] Administration. [by giving [five (5) days] notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.] It shall be the duty of the Secretary to mail or deliver a Written Notice, which notice must include an agenda, of each special meeting, stating the time and place thereof, to each unit owner of record, at least fourteen (14) days prior

to such meeting, unless such meeting be of an emergency nature, in which case said notice shall be mailed or delivered forty eight (48) hours prior to such meeting, and to cause a complete and accurate copy of such notice to be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the meeting, unless such meeting be of an emergency nature, in which case said notice shall be posted forty eight (48) hours prior to such meeting. Upon notice to unit owners, the Board of Administration shall by duly adopted rule designate a specific location on the condominium property upon which all notices of special meetings and of Board of Administration shall be posted. Notice of any special meeting shall state the purpose thereof, and the agenda of such special meeting shall be limited to the purpose stated in said notice.

Section 8. ~~Directors'~~ Waiver of Notice Before or at any meeting of the Board of ~~Directors'~~ Administration, any ~~Director'~~ member of the Board of Administration may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice, to such member of the Board of Administration. However, nothing herein shall abridge the requirement of a complete and accurate copy of such notice being posted in a conspicuous place on the condominium property. [Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.]

[Section 11. Provided, however, that until the first Tuesday in April of such year as is four (4) years after the year in which these By-Laws are dated, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, all Directors shall be designated by the Developer and need not be owners of units in the Condominium, and may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.]

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

BR 24912760912

→ Dennis S. Jelfkowitz
2295 Corporate Blvd W.W.
Ste 120
Boca Raton 33431

96-242843 T#001
05-20-96 09:18AM

BK 25897PE0449

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
VALIANT HOUSE CONDOMINIUM

WE HEREBY CERTIFY that VALIANT HOUSE CONDOMINIUM, a condominium pursuant to its Declaration of Condominium and any amendments thereto, as recorded on the Public Records of Broward County, Florida, at Official Records Book 4361 at Page 688, has amended Article X paragraph 3 of its Declaration of Condominium, with the remainder of Article X remaining unchanged, said amendment being duly adopted in accordance with the affirmative vote of not less than three fourths of the unit owners, in the manner provided in the Declaration of Condominium, at a special meeting held April 15, 1996. A copy of the amended Article X paragraph 3 is attached hereto.

Condominium Association of Valiant House, Inc.
801 South Ocean Drive
Hollywood, Florida 33019

IN WITNESS WHEREOF, we have affixed our hands this 6 day of May, 1996, at Hollywood, Broward County, Florida.

By: Nathaniel Rancher (signature)
President
NATHANIEL RANCHER (printed)
President

801 South Ocean Drive
Hollywood, Florida 33019

Attest: Cheryl Conita (signature)
Secretary
Cheryl Conita (printed)
Secretary

801 South Ocean Drive
Hollywood, Florida 33019

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X.

Assessments

Paragraph 3 of Article X is amended to read as follows. All other provisions are unchanged.

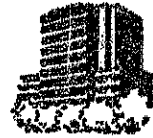
Assessments that are unpaid for over ten (10) days after due date shall bear interest at [the rate of ten percent (10% per annum) the highest rate allowed by law from date due and unpaid], and at the rate approved by the Board of Directors, in addition to rate charges of an administrative charge, which shall defray actual association costs and not be a penalty, of \$25.00 shall be due and payable for each and every assessment which remains unpaid for over ten (10) days after the due date.

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

85- 49546

CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.

801 SOUTH OCEAN DRIVE • HOLLYWOOD BEACH, FLA. 33019 • PHONE 922-1773



Certificate of Amendment of By-Laws of Condominium Association of Valiant House, Inc. (Document of Condominium recorded in OR Book 4361, Page 688, Public Records of Broward County.)

The undersigned, Secretary of Condominium Association of Valiant House, Inc., a non-profit corporation, hereby certifies that Article VI, Section 4, has been duly amended by adding the following subdivision:

- (C) The Association shall have the right to levy a charge of up to \$50.00, or such maximum amount as may be fixed from time to time by the Florida Legislature, for each sale, mortgage, lease, sub-lease, or other transfer of a unit.

The undersigned further certifies (a) that the aforesaid amendment was duly approved by the unanimous vote of the Board of Directors at a meeting duly held on December 17, 1984; (b) thereafter, was approved upon the affirmative vote of the voting members of said association casting a majority of the total votes of said unit owners at a duly convened meeting of such unit owners, at which a quorum was present, held on February 12, 1985; (c) that said amendment has not been modified further amended or revoked, and is still in full force and effect.

In witness hereto the undersigned has executed this certificate this 12th day of February 1985 and affixed the Seal of the Association.

Adeline Zurndorfer
Adeline Zurndorfer
Secretary

Corporate Seal



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

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77-150582

CERTIFICATE OF AMENDMENT OF BY-LAWS OF CONDOMINIUM ASSOCIATION OF VALLIANT HOUSE, INC. (Document of Condominium recorded in OR BOOK 4361, Page 688, Public Records of Broward County)

The undersigned, Secretary of Condominium Association of Valiant House, Inc., a non-profit Corporation, hereby certifies that Section 5, of Article VI, of the By-Laws of said Association, was duly amended as follows:

Remember that portion of Section 5, beginning after the conclusion of title (Application of payments and co-mingling of funds), as letter (a). Add the following new subdivision as letter (b):

An Escrow Account is hereby created in the current amount of \$10,580.00; that each year, the total excess of income over expenses, as shown in the December 31st financial report, will be added to the Escrow Account. This account may be charged when deemed necessary by the Board of Directors, except that restrictions on expenditures in excess of \$1,000.00, as provided in Section 12 of Article IV of the Amended By-Laws, shall be applicable. To insure that the Escrow Account is maintained on a continuous basis, a Unit Owner may not withdraw his share at any time. Should the Unit Owner sell his apartment, he may request the purchaser to refund to said Unit Owner his share of the Escrow Account. The Association Treasurer shall make known to the seller, at such time as he so requests, the said seller's current share in the Escrow Account, said share to be determined in accordance with paragraph 2 of Article VI of the Declaration of Condominium which states, Inter Alia, "any common surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage ownership interest in the Common Elements".

The undersigned further certifies:

- (a) that the aforesaid Amendment was duly approved by the full Board of Directors of said Association at a meeting duly held by said Board on March 29, 1977.
(b) Thereafter, aforesaid Amendment was approved upon the affirmative vote of the voting members of the Association, casting a majority of the total votes of the Unit Owners, at a duly convened meeting of said Unit Owners held on March 29, 1977, at which a quorum was present.
(c) That said Amendment has not been modified, further amended or revoked, and is still in full force and effect.

In witness thereof the undersigned has executed this Certificate this day of July 1977, and affixed hereto the Seal of the said Association.

CONDOMINIUM ASSOCIATION OF VALLIANT HOUSE, INC.
801 SOUTH OCEAN DRIVE
HOLLYWOOD BEACH, FLORIDA 33020

Ethel Brill
Secretary, Condominium Association of
Valliant House, Inc.
STATE OF FLORIDA
Broward Co.

Notary Public Seal: Notary Public State of Florida at Large, Commission Expires May 30 1981. Signature: Ethel Brill

RECORDS DEPARTMENT
L. A. HESTER
COUNTY ADMINISTRATOR

REF: 7110 PAGE 450

76- 19381

CERTIFICATE OF AMENDMENT OF BY-LAWS

OF

CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.

(Document of Condominium recorded in G.R. Book 4361, Page 688, Public Records of Broward County)

The undersigned, Secretary of Condominium Association of Valiant House, Inc., a non-profit corporation, hereby certifies that Section 10 of Article IV of said corporation's By-Laws was duly amended to read as follows:

"Section 10. Compensation. No director shall be paid or receive any fee or compensation in any form whatsoever for acting in such capacity."

And that Section 1 of Article V of the said By-Laws was duly amended by addit., at the end thereof the following sentence:

"No officer, whether elected or appointed, shall be paid or receive any fee or compensation in any form whatsoever for acting in any such capacity."

The undersigned further certifies (a) that the aforesaid amendments were duly approved by the full Board of Directors of said Association at a meeting duly held by said Board on November 24, 1975, and (b) thereafter were approved upon the affirmative vote of the voting members of said Association, casting a majority of the total votes of said Unit Owners, at a duly convened meeting of such Unit Owners, at which a quorum was present, held on January 15, 1976, and (c) that said amendments have not been modified, further amended or revoked, and still are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 28 day of January, 1976, and affixed hereto the seal of said Association.

CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.

Herman L. Farberman
HERMAN L. FARBERMAN, Secretary

STATE OF FLORIDA)
(SS:
COUNTY OF BROWARD)

BEFORE ME personally appeared HERMAN L. FARBERMAN, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes

expressed.
Witnessed my hand and seal this 28 day of January, A.D. 1976.

NOTARY PUBLIC
L. A. HESTER
COUNTY ADMINISTRATOR

T. Caporale
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: March 24, 1979

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RE 6476 PAGE 259

CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.
801 SOUTH OCEAN DRIVE
HOLLYWOOD BEACH, FLORIDA 33027

75- 26531

CERTIFICATE OF AMENDMENT OF BY-LAWS OF CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC. (Document minimum recorded in OR Book 4361, Page 668, Public Records of Broward County)

The undersigned, Secretary of Condominium Association Valiant House, Inc., a non-profit corporation, hereby certifies that Section 3, of Article III, of the by-laws was amended so that the first sentence in said Section shall hereafter read as follows:

"The Annual Meeting shall be held at 8:00 P.M., Eastern Standard Time or Daylight Standard Time, whichever may then be in effect, on the second Tuesday in February of each year, for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members, provided, however, that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following."

The undersigned further certifies

- (a) That the aforesaid amendment was duly approved by the full Board of Directors of said Association at a meeting duly held by said Board on November 11, 1974, and
- (b) Thereafter was approved upon the affirmative vote of the voting members of said Association, casting a majority of the total votes of said Unit Owners, at a duly convened meeting of such Unit Owners, at which a quorum was present, held on December 5, 1974, and
- (c) That said amendment has not been modified, further amended or revoked, and still is in full force and effect.

In witness whereof the undersigned has executed this certificate this 28th day of January 1975, and affixed hereto the Seal of said Association.

Ethel Brill
Ethel Brill
Secretary, Condominium Association
of Valiant House, Inc.

State of Florida
County of Broward

Before me personally appeared Ethel Brill, known to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed.

Witness my hand and seal this 11th Day of February, 1975.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES OCT. 18, 1975

My Commission expires

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
A. B. SAUTH
COUNTY ADMINISTRATOR

ASSOCIATION OF VALIANT HOUSE, INC.
201 SOUTH OCEAN DRIVE
HOLLYWOOD BEACH, FLORIDA 33020

61081372

73-158094

CERTIFICATE OF AMENDMENT OF BY-LAWS OF CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC (Document of Condominium recorded in OR Book 4361, Page 688, Public Records of Broward County)

The undersigned, Secretary of Condominium Association of Valiant House, Inc, a non-profit corporation, hereby certifies that Section 12, of Article IV, of the by-laws of said Association, was duly amended by adding thereto the following additional subdivision:

"(h) Anything hereinbefore contained to the contrary notwithstanding, and except as hereinafter otherwise provided, the Association's Board of Directors, and/or its Officers, shall not hereafter authorize, incur or make any single expenditure, commitment or contract involving an amount in excess of \$1,000, unless such expenditure, commitment or contract shall first have been approved by the affirmative vote of a majority of the Unit Owners present at any duly called and convened meeting of Unit Owners. The foregoing restrictions shall not apply (1) to expenditures, commitments or contracts involving, or relating to, the supply of water, electric current and/or gas to Valiant House for the common use, nor (2) in a case of compelling and urgent necessity, where the delay that would be involved in calling and convening a Unit Owners' meeting to obtain the required approval would, or reasonably could, cause, or result in, substantial damage, loss and/or injury to the Valiant House building, its appurtenances, equipment and/or contents, or to the Association, or to its Unit Owner members; and in any such case the Association Board of Directors shall be, and hereby is, empowered and authorized to incur and make, and to authorize, such expenditures, commitments and contracts, to meet and deal with the emergency situation, in such amount or amounts, in excess of \$1,000 without the prior approval of the Unit Owners, as the Board of Directors, in its judgment, shall deem reasonable and necessary in the circumstances."

The undersigned further certifies

(a) That the aforesaid amendment was duly approved by the full Board of Directors of said Association at a meeting duly held by said Board on February 26, 1973, and

(b) Thereafter was approved upon the affirmative vote of the voting members of said Association, casting a majority of the total votes of said Unit Owners, at a duly convened meeting of such Unit Owners, at which a quorum was present, held on May 7, 1973, and

(c) That said amendment has not been modified, further amended or revoked, and still is in full force and effect.

In witness whereof the undersigned has executed this certificate this 24th day of July 1973 and affixed hereto the Seal of said Association.

Rosalind Katz
Rosalind Katz
Secretary, Condominium Association of
Valiant House, Inc



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
COUNTY COMPTROLLER

CONDOMINIUM ASSOCIATION OF VALIANT HOUSE, INC.
501 SOUTH OCEAN DRIVE
HOLLYWOOD BEACH, FLORIDA 33020

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