



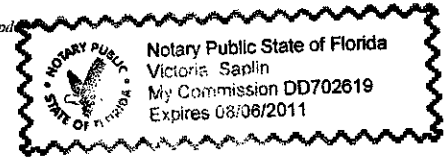
STATE OF FLORIDA )  
COUNTY OF Broward )

THE FOREGOING instrument was executed before me this 20 day of December 2007, by George Vertolomeo, President of **ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE "H" ASSOCIATION, INC.**, who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 20 day of December, 2007.

V Saplin  
Notary Public  
My commission expires:

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AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE H

SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM  
SEE CURRENT DECLARATION OF CONDOMINIUM FOR CURRENT TEXT

RECITALS:

This Condominium was established by Declaration of Condominium dated November 30, 1973, and recorded in the public records of Broward County, Florida at Official Record Book 5552, Page 1, et seq. on December 7, 1973, as amended from time to time, for the purpose of submitting the lands herein described and the improvements constructed on such lands to the condominium form of ownership and use. The land so submitted to the condominium form of ownership by these documents is located in Broward County, Florida, and is described as set forth in the originally recorded Declaration of Condominium and Exhibits thereto, and upon which was constructed a thirty-six (36) unit residential community designated and called "Oriole Golf & Tennis Club Condominium One H."

Submission of the lands to the condominium form of ownership by those documents and easements therein or otherwise created remain effective as do the legal descriptions, condominium plot plans and amendments thereto. Except as to the provisions noted, this Amended and Restated Declaration supersedes and replaces the originals. The original Declaration and amendments thereto, as amended heretofore, hereby, and hereafter remain in effect for the purpose of legally describing the individual Condominium Parcels within the Condominiums operated by this Association, and for any other purpose necessary or appropriate by law. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the original Declaration of Condominium, as subsequently amended, and hereby restate the Declaration of Condominium and its Exhibits in their entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes (2004), as amended from time to time.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

- 1.1. "Act" or "Condominium Act" means the Condominium Act, (Chapter 718 of the Florida Statutes) as it now exists or as may be amended from time to time including the definitions therein contained.
- 1.2. "Articles" means Amended and Restated Articles of Incorporation as attached hereto as Exhibit "B".
- 1.3. "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against the Unit.
- 1.4. "Association" means ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE H ASSOCIATION, INC. a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium.
- 1.5. "Association Property" means all real property now or hereafter owned or leased by the Association for the use and benefit of the Unit Owners.
- 1.6. "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Act as the "Board of Administration". Each Director must be a member, or primary occupant (in case of units that are required to designate a primary occupant as set forth herein), or the spouse of a member or primary occupant, or the grantor of a trust described in Section 733.707(3), Florida Statutes (2004), or a beneficiary as defined in Section 737.303(4)(b), Florida Statutes (2004) of a trust which owns a unit, or the spouse of such Party.
- 1.7. "Bylaws" mean the Amended and Restated Bylaws of the Association as attached hereto as Exhibit "C".
- 1.8. "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.
- 1.9. "Club Condominium" means a particular condominium, which is the subject of a particular Declaration, and is identified by letter (e.g., "A", etc.).
- 1.10. "Common Elements" mean and include:
- 1.10.1 The land.
- 1.10.2 The portions of the condominium property not included within the units.

- 1.10.3 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the common elements.
- 1.10.4 An easement of support in every portion of a Unit which contributes to the support of the building, including but not limited to all load bearing interior walls within the units.
- 1.10.5 Installations for the furnishing of utility services to more than one unit or to a unit other than the unit containing the installation concerned, or to the common elements, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
- 1.10.6 The personal property and installations in connection therewith required for the furnishing of services to more than one unit, such as, but not limited to, tanks, pumps, motors, fans, compressors and appliances, if any.
- 1.10.7 The tangible personal property required for the maintenance and operation of the condominium property.
- 1.10.8 All other portions of the property which are of common use or are necessary to the existence, upkeep and safety of the condominium.
- 1.10.9 Any other parts of the condominium property designated as common elements in this Declaration.
- 1.11. "Common Expenses of the Association" means those expenses for which all Unit Owners are liable to the Association, including but not limited to expenses of administration and operation of the Association and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the By-Laws or by the Board of Directors. Maintenance and repair of all Association Property is a Common Expense of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, pool service, accounting and legal fees, and wages for managerial and other services. The expenses of bulk cable television and bulk interior pest control are specifically considered a Common Expense of the Association. Common Expenses of the Association also include reasonable insurance for directors and officers, commonly used road maintenance and operation expenses, security services and other expenses which are reasonably related to the general benefit of the Unit Owners of the condominium even if such expenses do not attach to the property or the condominium.
- 1.12. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on

account of the common elements, above the amount of the common expenses.

- 1.13. "Condominium Documents" means this Declaration; the Surveyor's Plats copies of which are attached hereto as Exhibit "E"; First Amended and Restated Articles of Incorporation of Oriole Golf & Tennis Club, Inc. attached as Exhibit "B", First Amended and Restated By-Laws attached hereto as Exhibit "C", Rules and Regulations attached as Exhibit "D".
- 1.14. "Condominium Parcel" means a Unit together with the undivided share in the common elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.
- 1.15. "Condominium Property" means the land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 1.16. "County" means the County of Broward, State of Florida.
- 1.17. "Declaration" or "Declaration of Condominium" means this instrument, and as it may be amended from time to time, if any.
- 1.18. "Family" or "Single Family" shall refer to any one of the following:
  - 1.18.1 One natural person, his spouse, if any, and their custodial children,
  - 1.18.2 Not more than two natural persons not meeting the requirement of 1.18.1 above, but who customarily and permanently reside together as a single housekeeping unit, and the custodial children of said parties, if any. The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.
- 1.19. "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.
- 1.20. "Guest" means any person who is not the Unit Owner or a member of the Unit Owner's family, who is physically present in, or occupies the unit, on a temporary basis, along with the Unit Owner or a member of the Unit Owner's family, at the invitation of the Unit Owner or other legally permitted occupant, without the payment of consideration.

- 1.21. "Lease" means the grant by a Unit Owner to another person, of an exclusive right of use of the Unit Owner's unit, with or without consideration, for a specific period of time.
- 1.22. "Limited Common Elements" shall include property which is reserved for the use of a certain unit to the exclusion of other units as reflected on the condominium plat or in this Declaration. Limited common elements shall also include, but are not limited to, unit central air-conditioner, water heaters, balconies and parking spaces.
- 1.23. "Majority" or "Majority of the Unit Owners" shall mean Unit Owners, or primary occupants, holding more than fifty percent (50%) of the total voting interests of the Association.
- 1.24. "Oriole Golf and Tennis Club Condominiums" means the planned community of condominium residential apartment buildings developed as a multi-phase project; and as a particular phase of which is identified by numeral "ONE", etc.
- 1.25. "Primary Occupant" means a natural person approved for occupancy of a unit when title to the unit is held in the name of two or more persons who are not husband and wife.
- 1.26. "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium. The Rules and Regulations are attached as Exhibit "D" hereto. Amendments to the Rules and Regulations need not (but may) be recorded in the Public Records of the County.
- 1.27. "Unit" or "Apartment" means a part of the condominium property subject to exclusive ownership.
- 1.28. "Unit Owner" or "Owner of a Unit" or "Apartment Owner" or "Owner of an Apartment" means the Owner of a condominium parcel, except that for the purpose of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "Owner" refers to the primary occupant and not the record owner.
- 1.29. "Voting Interests of the Association" or "Total Voting Interests of the Association" means and refers to the arrangement established in the Condominium Documents by which the Owners of each unit collectively are entitled to one vote in the Association matters. There are 36 units in the Condominium, so the total number of Voting Interests of the Association is 36.

2. STATEMENT OF CONDOMINIUM DECLARATION. ORIOLE HOMES CORPORATION, a Florida corporation, submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.
3. IDENTIFICATION. The condominium to which the land is subject and submitted to condominium form of ownership is hereby declared to contain and is divided into units which are subject to private ownership in fee simple. Each unit shall be a part of a condominium parcel which includes the unit together with the undivided share in the common elements which is appurtenant to the unit. Such units shall be identified by numbers, and shall have an undivided share in the common elements or facilities and in the common surplus as defined by Chapter 718, Florida Statutes, commonly known as the "Florida Condominium Act," and as same may be amended from time to time, as specified underneath their respective numbers as shown in Exhibit "E" attached hereto.
4. IDENTIFICATION OF UNITS AND LIMITED COMMON ELEMENTS
  - 4.1. This condominium has thirty-six (36) Apartments each of which is identified by a three digit Arabic numeral, viz. "201" and is so referenced to herein and on the Exhibits.
  - 4.2. This condominium has designated on the attached Survey and Plot Plan (Exhibit E) parking spaces located on the condominium property, each of which is identified by a letter corresponding to the description of the condominium, i.e. \_\_\_ followed by a number 1 through \_\_\_\_. These parking spaces are Limited Common Elements, which shall be assigned by sale or transfer, as hereinafter provided, to the use of a specific Apartment within this condominium. Any parking spaces not assigned may be used for guest parking.
  - 4.3. Notwithstanding the fact that some of the just described parking spaces are Limited Common Elements, they shall be maintained, repaired, replaced and assessed for such maintenance, repair, and replacement in the same manner that Common Elements are maintained, repaired, replaced and assessed.
5. SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
  - 5.1. There has been previously recorded a Survey, Plot Plan and Graphic Description of Improvements on the above described land under Clerk's File No. Plat Book 75, Page 34 and which Survey, Plot Plan and Graphic Description of Improvements is incorporated herein by reference and deemed Exhibit E to this Declaration.
  - 5.2. Said Survey, Plot Plan, and Graphic Description of Improvements shows and identifies thereon the Common Elements, Limited Common Elements, each Apartment and its relative location and approximate dimensions. There is



likewise reflected thereon floor plans containing a graphic description of the improvements made to the Condominium Property.

- 5.3. The Survey, Plot Plan and Graphic Description of Improvements attached hereto as Exhibit E to this Declaration has previously been certified pursuant to the requirements of Section 718.104(3) (e) of the Act, and as same has been amended from time to time.

## 6. UNDIVIDED SHARES IN COMMON ELEMENTS

- 6.1. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements according to the "Schedule of Shares" attached hereto as Exhibit F.
- 6.2. Each Apartment shall have an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this condominium in accordance with the Condominium Documents. This right shall be shared with all other Apartment Owners of this condominium.

## 7. SHARES IN COMMON EXPENSE AND OWNING COMMON SURPLUS

- 7.1. The Common Expenses shall be shared and the common Surplus shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements as set forth on Exhibit F of this Declaration.

## 8. HOUSING FOR OLDER PERSONS

- 8.1. It is the express intention of this Association to provide for housing for persons aged fifty-five (55) and older, and to operate as such a community, in accordance with the provisions Housing for Older Persons Act ("HOPA") contained within the Fair Housing Amendments Act of 1988 (42 U.S.C. §3607), and as further described in the Code of Federal Regulations (24 C.F.R. §100.301, et seq.).
- 8.2. It is the further intention of the Association that at least eighty percent (80%) of its occupied units be occupied by at least one person 55 years of age or older. As to the remaining twenty percent (20%) of the occupied units, the Association shall adopt reasonable rules and regulations governing the occupancy of said units, which may include provisions for, among other things, utilizing those units which comprise the remaining twenty percent (20%) to accommodate the under fifty-five years of age surviving spouses of deceased permanent occupants who were qualifying occupants under this Section, or to accommodate units which are acquired by inheritance or intestate succession.
- 8.3. For purposes of this Section, the term "occupied unit" shall mean:

- 8.3.1. a Unit that is actually occupied by one or more persons on the date that the HOPA exemption is claimed; or
  - 8.3.2. a temporarily vacant Unit, if the primary occupant has resided in the Unit during the past year and intends to return on a periodic basis.
- 8.4. For purposes of this Section “occupied by at least one person 55 years of age or older” means that on the date that the HOPA exemption is claimed:
- 8.4.1. at least one occupant of the Unit is 55 years of age or older; or
  - 8.4.2. if the Unit is temporarily vacant, at least one of the occupants immediately prior to the date on which the Unit was temporarily vacated was 55 years of age or older.
- 8.5. Notwithstanding the foregoing, the Association shall qualify under the HOPA exception even if:
- 8.5.1. there are unoccupied Units within the Association, provided that at least 80 percent of the occupied Units are occupied by at least one person 55 years of age or older; or
  - 8.5.2. there are Units occupied by employees of the Association (and their family members, residing in the same Unit) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the Association; or
  - 8.5.3. there are Units occupied by persons who are necessary to provide a reasonable accommodation to disable residents as required by 24 C.F.R. §100.204 and who are under the age of 55.
- 8.6. The Association shall verify that the provisions of this Section have been complied with by obtaining such verification from all occupants of Units, at the time of transfer of a Unit, and thereafter at least as often as every two years, through surveys and affidavits. The Association shall keep copies of such surveys and affidavits, and supporting documentation, as part of the Association’s official records. Reliable documentation of an occupant’s age shall include, but not be limited to:
- 8.6.1. Driver’s licenses
  - 8.6.2. Birth certificates
  - 8.6.3. Passports
  - 8.6.4. Immigration cards
  - 8.6.5. Military identification

- 8.6.6. Other state, local, national, or international official document containing a birth date of comparable reliability
- 8.6.7. Affidavit executed by a person aged 18 or older certifying that at least one person in the unit is 55 years of age or older.

9. VOTING RIGHTS OF OWNERS OF UNITS

- 9.1. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment as to the matters requiring a vote by owners as provided by this Declaration, the Condominium Documents, and the Act.
- 9.2. The vote of the owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

10. BY-LAWS

- 10.1. The By-Laws of this Condominium are set forth in a document entitled "By-Laws of ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE H ASSOCIATION, INC.", a true copy of which is annexed to this Declaration as an Exhibit.

11. ASSOCIATION; USE OF COMMON ELEMENTS BY MEMBERS OF ASSOCIATION

- 11.1. The Association responsible for the operation of this condominium is ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE \_\_\_\_\_ ASSOCIATION, INC., a Corporation not-for-profit, organized and existing under the laws of the State of Florida.
- 11.2. There is attached hereto a True Copy of the Articles of the Association as an Exhibit.

12. EASEMENTS

- 12.1. Perpetual Non-Exclusive Easement in Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which easement is hereby created in favor of all of the Apartment Owners in this Condominium. The Association shall have the right to establish the Rules and Regulations governing the use and enjoyment of the just described easements.

- 12.2. Easements, Cross Easements and Road Area. Inasmuch as this condominium constitutes a part of Parcel 8 of Oriole Golf & Tennis Club Section 1, according to the plat thereof recorded in Plat Book 75, Page 34 of the Public Records of Broward County, Florida, there are hereby created easements for ingress and egress in favor of the balance of said land, and the owners thereof, which easements may be necessary to provide electric power, telephone, sewer, water, and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. The Association herein described, reserves the right to impose upon the Common Elements henceforth and from time to time, such easements and cross easements for any of the foregoing purposes as it deems to be in the best interests of, or necessary and proper for, the Condominium. There is shown on the Site Plan (page one of Exhibit E) a 26-foot wide road area. The Developer has previously agreed with the City of Margate to dedicate or convey to the City such road area for the benefit of the public as a road to be maintained by the City of Margate. Such dedication or conveyance has taken place as same is reflected in the public records of Broward County, Florida
- 12.3. Easement for Encroachments. All the Condominium Property shall be subject to easements for encroachments which now exist, or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist, and for the purpose of permitting improvements of one Club Condominium to encroach upon the Condominium Property of another.
13. **APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE**
- 13.1. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any Tax or Special Assessment against this Condominium as a whole as opposed to levying and assessing such Tax or Special assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law, (herein called the "New Total Tax") then such New Total Tax shall be paid as a common expense by the Association and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible in the estimated Annual Budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all Apartments. The amount of the New Total Tax paid or to be paid by the Association shall be apportioned among the owners of all Apartments so that the amount of such New Total Tax so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each Apartment shall be that portion of such New Total Tax which bears the same ratio to said total New Total Tax as the undivided interest in Common Elements appurtenant to each Apartment bears to the total undivided interest in Common Elements

appurtenant to all Apartments. In the event that any New Total Tax shall be levied then the assessment by the Association shall separately specify and identify the amount of such assessment attributable to such New Total Tax and the amount of the same shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such New Total Tax has been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements. In apportionment of any New Total Tax in accordance with the provisions of this Article XII such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a Limited Common Element, which may be an appurtenant to any Apartment.

- 13.2. All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of the Association.

#### 14. OCCUPANCY AND USE RESTRICTIONS

- 14.1. Occupancy of Units: Single Family Residence. A condominium unit shall be used only as a single family residence. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who permanently and customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a Unit Owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Paragraph 16 and 17 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed as provided by Paragraph 14.2 herein. No children under the age of eighteen (18) shall be permitted to reside in any of the units in this condominium except that children under the age of eighteen (18) shall be permitted to visit and temporarily reside for a period not to exceed sixty (60) days per year.
- 14.2. Guest Occupancy. A "guest" is defined as a person who enters upon the condominium property at the invitation of a Unit Owner, or by a lawful tenant, (or their respective families) for the purpose of visiting the Unit Owner or lawful tenant (or their respective families), occupying the condominium unit for less than thirty days during any calendar year, or utilizing the Condominium Property, along with the Unit Owner, lawful tenant (or their

respective families). Use or visitation must be without consideration (payment), which distinguishes guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

- 14.2.1. Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including by not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or lawful tenant (or an adult resident member of the Unit Owner's or tenant's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.
- 14.2.2. Overnight Guests When Unit Owner is in Residence. Unit Owners and their respective families may have related or unrelated overnight guests, so long as the Unit Owner or lawful tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit visitation by convicted felons, including by not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the Unit Owner or lawful tenant, and their families) sleep overnight in a two (2) bedroom unit, and no more than four (4) people in one (1) bedroom unit.
- 14.2.3. Non-Overnight Guests in the Absence of the Unit Owner. Unit Owners are not permitted to have non-overnight guests when the Unit Owner is absent from the condominium. Unit Owners may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities at any time, such as recreational facilities (pool, parking areas, tennis courts, etc.).
- 14.2.4. Overnight Guests in the Absence of the Unit Owner. Unit Owners are not permitted to have overnight guests (related or non-related) in the absence of the Unit Owners' simultaneous

residence. Unit Owners are permitted to have overnight guests in the absence of the Unit Owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium. Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation on unit density in Paragraph 14.2 applies. Ten (10) days prior notice to the Association is required.

14.2.5. Related Overnight Guests may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons staying in the unit on an overnight basis, in the absence of the owner, who are related to the Unit Owner or primary occupant by blood, marriage or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Paragraph 14.2 applies. Ten (10) days prior notice to the Association is required.

14.2.6. Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Paragraph. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

14.3. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, The Common Elements, the Limited Common Elements, which will obstruct or interfere with the rights of other Apartment Owners or the Association or annoy other Apartment Owners by unreasonable noises or otherwise; nor shall an Apartment Owner commit or permit any nuisance, immoral or illegal act in his Apartment, on the Common Elements, or on Limited Common Elements.

14.4. An Apartment Owner shall have no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, or in or upon his Apartment, including but not limited to, For Sale signs, and shall erect no exterior antennae and aerials, upon any portion or part of his Apartment or the Common Elements. Satellite Dishes are prohibited from being installed on any part of the Common Elements. However, an Apartment Owner may seek approval for the installation of a Satellite Dish upon portions of the Apartment, as determined by the Board.

14.5. An Apartment Owner shall not keep any pet in his Apartment, except under the regulations promulgated by the Association from time to time, nor keep

any animals, livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property. No clothesline, or other similar device shall be allowed in any portion of the Condominium Property, including any balcony or terrace nor shall there be any barbecuing and/or cooking permitted on any balcony or terrace; nor shall there be permitted any trailer, bus, camper and recreational type vehicle or boat on any portion of the Condominium Property.

15. TRANSFER OF LIMITED COMMON ELEMENTS (PARKING SPACES). The following provisions will be applicable to the transfer and assignment of Limited Common Elements, which are hereinafter referred to as Parking Spaces in this Article XIV of the Declaration.

15.1. Assignment of Parking Spaces. The Association shall maintain a book for the purpose of listing each Assignee of each Parking Space and the transfers thereof (the "Book"). Upon assignment of such Parking Space, the Association shall record its transfer in the Book and the owner of the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of, or passing of, title to the Apartment to which the said assignment of Parking Space has been made the owner of the Apartment making the conveyance of title shall execute notice of transfer to the Association which shall thereupon cause to be executed in the name of the Association a new document entitled "assignment of Use of Parking Space" and record the transfer in the Book.

15.2. Restrictions on Separate Transfer of Parking Spaces. A Parking Space may be separately transferred upon the following conditions:

15.2.1. The use of a Parking Space may at any time be surrendered by a particular Apartment Owner to the Association.

15.2.2. The use of a Parking space may be transferred by an Apartment Owner to another Apartment Owner of this Condominium provided that the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment and furnish the same to the Association which shall record such transfer in the Book.

15.2.3. In the event the transfer is to the Association, the transferor shall execute a written assignment, which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant and the fact that the Association is now transferee.



- 15.2.4. The Board of Directors shall have the absolute right to assign Parking Spaces transferred to the Association. Requests for the assignment of Parking Spaces transferred to the Association shall be considered by the Board of Directors on a first-come-first-served-basis or upon such other terms and conditions as to the selection of users as the Board may provide by written regulation.
- 15.2.5. Any transfer of a Parking Space made by the Association shall be by an Assignment to an Apartment Owner by a written instrument signed by any two officers of the Association which shall describe the Parking Space to be assigned and the name of the transferee and the transferee's Apartment number which shall thereupon be recorded in the Book.
- 15.2.6. Whenever the Association shall be the transferee of a Parking Space, the Parking Space may be assigned, used or leased on such terms and conditions as the Board of Directors may from time to time determine.

16. LEASING.

- 16.1. The lease of a unit is defined as occupancy of the unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner is not simultaneous with the Unit Owner or primary occupant and is with or without consideration (the payment of money, the exchange of goods or services, etc.). In order to inhibit the transiency and to import a degree of continuity of residence and residential character to the condominium, the leasing of units is prohibited.
- 16.2. "Grandfathering" Provision. Notwithstanding the above, this prohibition on leasing of units shall not apply to units rented at the time of the recording of this Amended and Restated Declaration, until such time such leases expire, and/or the lessees vacate the unit. After any and all such leases expire, and/or the lessees vacate the unit(s), said units shall not be relet, leased or subleased and all provisions contained in the Declaration pertaining to leasing shall be of no further force and effect.
- 16.3. Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased his interest in the unit as provided herein.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Unit Owner shall be subject to the following

provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17.1. Forms of Ownership:

- 17.1.1. Ownership By Individual. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- 17.1.2. Co-Ownership. Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. No time share estates may be created. "House Sharing" by multiple families is prohibited.
- 17.1.3. Ownership by Partnerships or Trusts. A unit may be owned in trust, or by a partnership, which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as a short-term or transient accommodation for several individuals or families. The approval of a partnership or trustee as a Unit Owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period.
- 17.1.4. Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance, approved as provided below. In that event, the life tenant shall be the only member from such unit, and occupancy of the unit shall be as if the life tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the Condominium Documents or law shall be given by the life

tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

17.2. Transfers of Units Subject to Approval.

17.2.1. Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

17.2.2. Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

17.2.3. Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

17.2.4. Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined below.

17.3. Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

17.3.1 Notice to Board of Directors.

17.3.1.1 Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the

Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed unit occupants.

17.3.2 Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including by that set forth in Article 17.3.1.1 hereof) and a certified copy of the instrument evidencing the owner's title.

17.4. Failure To Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

17.5. Certificate of Approval.

17.5.1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice, information and transfer fee, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

17.5.2. Gift, Devise or Inheritance; other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors, must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

17.5.3. Approval of Occupant. If the Unit Owner or purchaser is a partnership or trust, or more than one individual who are not husband and wife, the approval of ownership by the partnership, trust, or multiple persons shall be conditioned upon approval of a Primary Occupant.

17.6. Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. If the Board disapproves a prospective transfer on the grounds for disapproval set forth below, the Association shall have no duty to purchase the unit or furnish an alternate purchaser, and the transaction shall not be made. The Board shall consider the factors detailed below, and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

17.6.1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

17.6.2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

17.6.3. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

17.6.4. The person (which shall include all proposed occupants) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or owner;

17.6.5. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

17.6.6. The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or

17.6.7. All assessments or other charges against the Unit have not been paid in full;

- 17.7. Transfer Fee. The Board of Directors shall have the right to impose a reasonable fee in connection with any requested approval of any sale, not exceeding any maximum fee proscribed by the law from time to time.
- 17.8. Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

## 18. MAINTENANCE AND REPAIRS

- 18.1. By Apartment Owners. The responsibility of a Unit Owner is as follows:

- 18.1.1. To maintain in good condition and to repair and to replace at his/her expense all portions of the Unit including the screening on the balcony or terrace and all interior surfaces within or surrounding his/her Unit (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment, and to pay for any utilities which are separately metered to the Unit. Every Unit Owner must perform promptly all maintenance and repair work within their Unit, as aforesaid, which if omitted, would affect the condominium property or a Unit belonging to other Owners; each Unit Owner shall be expressly responsible for the damages and liability that their failure to do may engender. Said Units shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration.
- 18.1.2. Unit Owners shall not make any alterations in the portions of the Unit or the building or the Common Elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building or the Common Elements or which, in the sole opinion of the Board of Directors of the Association, would detrimentally affect the architectural design of the building, without first obtaining the written consent of the Board of Directors of the Association.
- 18.1.3. Unit Owners shall not paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or to any outside or exterior portion of the building, including

doors, windows, etc. without the written approval of the Board of Directors.

18.1.4. The Unit Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association;

18.1.5. The Unit Owners shall not make repairs to any plumbing or electrical wiring within an apartment except by licensed and insured plumbers or licensed and insured electricians. Plumbing and electrical repairs within an apartment shall be paid for and be the financial obligation of the apartment owner.

18.2 By the Association. The responsibility of the Association is as follows:

18.2.1 To repair, maintain and replace all of the common elements, including all exterior surfaces of the building and parking spaces, whether part of the common elements, limited common elements, or part of the apartment; specifically, including the elevator and its machinery and shaft, and to maintain and repair all landscaping and roadways in or upon the condominium property.

18.2.2 To repair, maintain and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures;

18.2.3 To repair, maintain and replace any and all swimming pools, landscaping, and other improvements and facilities located upon the common elements or association property.

18.2.4 Any Officer of the Association or any agent of the Board of Directors shall have the irrevocable right to have access to each apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein when necessary to prevent damage to the Common Elements or to another unit or units.

18.3 Alterations and Improvements

18.3.1 The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements and Limited Common Elements which do not prejudice the right of any apartment owner and any first

mortgagee unless their written consent has been first obtained, provided the making of such alterations and improvements is first approved by the Board of Directors of the Association, and which approval shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the apartment owners if the cost of the same shall be in Common Expenses which shall exceed Two Thousand Five Hundred Dollars (\$2,500.00).

## 19. COMMON EXPENSES AND ASSESSMENTS

### 19.1. Duty to Pay

19.1.1. It is hereby stated to be the express duty of each apartment owner to promptly pay their share of the Common Expenses, all assessments, levied by the Board of Directors of the Association.

### 19.2. Assessments. Assessments shall be made and determined in the following manner:

19.2.1. The Board of Directors of the Association shall approve an Annual Budget in advance for each Fiscal Year and such budget shall project the anticipated Common Expenses for the ensuing Fiscal Year.

19.2.2. After the adoption of a budget and determination of the annual assessments against the apartment owners in accordance with the shares of the Common Expenses herein set forth, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof at such owner's most recent address as shown by the books and records of the Association. The annual assessments will be payable in quarterly installments which shall be due and payable in advance to the Association on the first days of each January, April, July, and October, regardless of whether or not members are sent or actually receive written notice thereof. Delinquent payments are subject to late charges as prescribed by the Association's By-Laws. In addition, the Association shall have the power to levy special assessments against each apartment, if necessary, to cover additional Common Expenses and shall have the power to levy such other special assessments as provided herein, which may or may not be equal per apartment.

19.2.3. The record owners of each unit shall be personally liable jointly and severally to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus



interest and attorneys' fees as hereinafter provided. In the event assessments are payable in installments, the Board of Directors may accelerate the remaining installments of the annual assessment upon notice thereof to the apartment owner whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment or assessment or accelerated assessments are not paid within twenty (20) days after their due date, the Association, throughout its Board of Directors, may proceed to enforce and collect the said assessments against the apartment owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale.

- 19.3. The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Such deposits shall be proportionate to each apartment's interest in the Common Elements.
- 19.4. In connection with assessments, the Association shall have all of the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each condominium parcel for any unpaid assessments and interest thereon against the apartment owner of such apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum rate allowed by law.
- 19.5. It is specifically acknowledged that the provisions of Section 718.116, F.S., as same may be amended from time to time, are applicable to this condominium, and further, in the event an approved first mortgagee obtains title to a unit by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure as provided by the Act.
20. **INSURANCE.** The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements and Association Property shall be as follows:
- 20.1. Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.
- 20.2. Coverage.
- 20.2.1. Casualty. Except as otherwise provided herein, the Association shall use its best efforts to obtain and maintain fire and extended coverage insurance with a responsible insurance

company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, less a commercially reasonable deductible, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by §718.111(11), Florida Statutes (2004). The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to §718.111 (11), Florida Statutes (2004).

20.2.2. Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining liability insurance covering losses which may occur in and about the owner's Unit, as the Owner may deem appropriate.

20.2.3. Worker's Compensation. Such worker's compensation coverage as may be required by law.

- 20.2.4. Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage, and insurance for the benefit of its employees. When appropriate and obtainable, each of the foregoing policies which is required by this Article shall waive the insurers right to: (i) subrogation against the Association and against the Unit Owner individually and as a group, (ii) the clause that reserves to the insurer the right to pay only a fraction of any loss in the event of co-insurer the right to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.
- 20.3. Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.
- 20.4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.
- 20.5. Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:
- 20.5.1. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the unit.
- 20.5.2. Unit. Proceeds on account of damage to Units shall be held in the following undivided shares:
- 20.5.2.1. When the Condominium Building is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

- 20.5.2.2. When the Condominium Building is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
- 20.5.3. Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.
- 20.5.4. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:
- 20.5.5. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.
- 20.5.6. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
- 20.5.7. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

21. RECONSTRUCTION AFTER CASUALTY. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- 21.1. Common elements. If the damaged improvement is any of the common elements other than the building, the damaged common element shall be reconstructed or repaired, unless it is determined, as hereinafter provided, that the condominium shall be terminated.
- 21.2. The Building.
- 21.2.1. Lesser damage. If the damage renders less than 50% of the units in the condominium untenable, as determined by the Board of Directors or governmental agencies of competent jurisdiction, the damaged property shall be reconstructed or repaired.
- 21.2.2. Major damage. If the damage renders more than 50% of the units in the condominium untenable, as determined by the Board of Directors or governmental agencies of competent jurisdiction, the damaged property will not be reconstructed or repaired, unless voting interests representing 75% of the units in the condominium agree in writing to such reconstruction or repair. The decision whether to reconstruct or repair shall be made within ninety (90) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed two (2) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties.
- 21.2.3. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building(s), as set forth in the Surveyor's Plats, or if not, then according to plans and specifications approved by the Board of Directors.
- 21.2.4. Responsibility. If the damage includes those parts of a unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the expense of reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the owner. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

21.2.5. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain reliable and detailed estimates of the cost to rebuild or repair.

21.2.6. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged units, and against the Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common element shall be in proportion to the owner's share in the common elements of the condominium.

21.2.7. Termination of Condominium If Not Reconstructed. If the owners do not vote to reconstruct the condominium by vote required in this Article, the condominium shall be terminated in accordance with the procedures set forth herein.

## 22. PROHIBITION OF FURTHER SUBDIVISION

22.1. The space within any of the Apartments, Common Elements and Limited Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage, or otherwise, which describes only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

## 23. SEVERABILITY

23.1. If any provision of this Declaration or of any of the Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, or the Condominium Documents or of the Act shall not be affected.

## 24. INTERPRETATION

24.1. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration or the contents of the material contained in Articles and paragraphs.

- 24.2. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.
- 24.3. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles of Incorporation and By-Laws whether or not that person participates in the Association as a member.
- 24.4. In the event any Court should hereafter determine any provisions as originally drafted herein in violation against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring lives shall be those of the incorporators of the Association.

25. REMEDIES FOR VIOLATION

- 25.1. Each Apartment Owner shall be governed by and shall comply with the Act, as amended, this Declaration and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any apartment owner to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved apartment owner, or by such approved first mortgagee or the Lessor under the Long Term Lease and Facilities Lease. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. The Association shall be entitled to recover all costs of enforcement by the Association, regardless of whether suit or litigation takes place, including but not limited to, reasonable attorney's fees and costs incurred. An Owner's failure to remit payment of any demanded sums associated with the enforcement of the Association's governing documents and the Act, shall result in the Association levying said amounts owed as an individual special assessment, which may be collected as any other assessment.

EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM ONE-II  
LEGAL DESCRIPTION OF LAND

A portion of Parcel 8, ORIOLE GOLF AND TENNIS CLUB SECTION ONE, as recorded in Plat Book 75, Page 34, of the public records of Broward County, Florida, more fully described as follows:

Beginning at the Northeast corner of said Parcel 8, thence South  $4^{\circ}57'04''$  East along the East line of said Parcel 8 a distance of 266.09 feet; thence South  $85^{\circ}02'56''$  West a distance of 98.30 feet; thence South  $5^{\circ}02'56''$  West a distance of 7.57 feet to a point on a curve; thence Northwesterly along a curve to the left whose tangent bears North  $46^{\circ}00'23''$  West with a radius of 35 feet and a central angle of  $43^{\circ}40'33''$  an arc distance of 26.68 feet to a point of tangency and a Reference Point G; thence North  $89^{\circ}40'56''$  West a distance of 26.55 feet to a point of curve; thence Westerly along a curve to the left with a radius of 35 feet and a central angle of  $32^{\circ}09'05''$  an arc distance of 19.64 feet; thence North  $0^{\circ}19'04''$  East a distance of 188.30 feet; thence North  $84^{\circ}45'46''$  West a distance of 97.83 feet to a point on the West line of said Parcel 8; thence North  $7^{\circ}38'06''$  East along the said West line a distance of 86.00 feet to the Northwest corner of said Parcel 8; thence South  $88^{\circ}29'33''$  East along the North line of said Parcel 8 a distance of 230 feet to the Point of Beginning; TOGETHER WITH a portion of said Parcel 8 more fully described as follows: Commencing at the aforementioned Reference Point G; thence South  $0^{\circ}19'04''$  West a distance of 26 feet to the Point of Beginning; thence North  $89^{\circ}40'56''$  West a distance of 26.55 feet to a point of curve; thence Southwesterly along a curve to the left with a radius of 9 feet and a central angle of  $70^{\circ}$  an arc distance of 11 feet to a point of tangency; thence South  $20^{\circ}19'04''$  West a distance of 46.67 feet; thence South  $69^{\circ}40'56''$  East a distance of 29.50 feet; thence North  $12^{\circ}39'11''$  East a distance of 6.01 feet; thence South  $84^{\circ}57'04''$  East a distance of 27.17 feet; thence North  $5^{\circ}02'56''$  East a distance of 46.67 feet to a point of curve; thence Northeasterly through Northwesterly along a curve to the left with a radius of 9 feet and a central angle of  $94^{\circ}43'52''$  an arc distance of 14.88 feet to the Point of Beginning.

HT 5552 PAGE 32



This Instrument Prepared by and Return to:  
Rachel E. Frydman, Esq.  
Katzman & Korr  
1501 NW 49<sup>th</sup> Street, Suite 202  
Ft. Lauderdale, Florida 33309  
(954) 486-7774

**Declaration Recorded in Official Records  
Book 5552, Page 1 of the Public  
Records of Broward County, Florida.**

### **CERTIFICATE OF AMENDMENT**

#### **AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE "H" ASSOCIATION, INC.**

THIS AMENDMENT is made this 20 day of December, 2007, by **ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE "H" ASSOCIATION, INC.**, (hereinafter "ASSOCIATION") pursuant to the **ARTICLES OF INCORPORATION OF ASSOCIATION. THE DECLARATION OF CONDOMINIUM OF ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE "H" ASSOCIATION, INC.**(hereinafter "DECLARATION") which originally has been duly recorded in the Public Records of Broward County, Florida, as follows:

#### **OR Book 5552 Page 1**

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on January 23, 2007, the aforementioned ARTICLES OF INCORPORATION was amended and restated pursuant to the provisions and requirements of the ARTICLES OF INCORPORATION.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending and restating the ARTICLES OF INCORPORATION.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amended and Restated Articles of Incorporation are a true and correct copy of the document as approved and amended by the membership.

IN WITNESS WHEREOF, the Declaration of Condominium and Articles of Incorporation has caused this Certificate of Amendment to be executed by the duly authorized officer, this 20 day of December, 2007.



FIRST AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE H ASSOCIATION, INC.  
(A Corporation Not-for-Profit)

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION – SEE  
CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT

These are the First Amended and Restated Articles of Incorporation (hereinafter referred to as "Articles") of the Oriole Golf & Tennis Club Condominium One H Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association"). The Articles of Incorporation of the Association were originally filed in the office of the Secretary of State of the State of Florida on November 14, 1973. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapters 617 and 718, Florida Statutes.

1. NAME. The name of this Corporation shall be ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE H ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association," whose present address is 7777 Golf Circle Drive, Margate, Florida, 33063, the Association's Declaration of Condominium and First Amended and Restated Declaration of Condominium shall be referred to as "Declaration," and the Association's By-Laws shall be referred to as "By-Laws." The Association's Articles of Incorporation, By-Laws, Declaration, and Rules and Regulations shall collectively be referred to as the "Governing Documents."
2. PURPOSE. The purpose for which the Condominium Association is organized is to manage, operate and maintain the condominium known as Oriole Golf & Tennis Club Condominium One H. Said Condominium shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominium; to make such improvements, additions and alterations to said Condominium as may be necessary or desirable from time to time as authorized by the Declaration of said Condominium and the By-Laws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominium, all as agent of the Unit Owners of the Condominium Parcels of the said Condominium, as provided in Chapter 718, Florida Statutes.
3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**EXHIBIT " B "**

4. POWERS. The powers of the Association shall include and be governed by the following:
  - 4.1. General. The Association shall have all of the common-law and statutory powers of a condominium association and corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Florida Condominium Act (the "Act"), or the Florida Not For Profit Corporations Act (the "FNFPCA"), all as amended from time to time.
  - 4.2. Enumeration. The Association, acting through its Board of Directors, shall have all the powers and duties set forth in the Act and FNFPCA, as they may be amended from time to time, except as limited by the Declaration of Condominium, as it may be amended from time to time, these Articles, as they may be amended from time to time, and the Bylaws, as they may be amended from time to time, which powers and duties shall include, but not be limited to, the following:
    - 4.2.1. To adopt budgets and make and collect special and periodic assessments against owners to defray the costs of the Association.
    - 4.2.2. To use the proceeds of assessments in the exercise of its powers and duties.
    - 4.2.3. To maintain, repair, replace, and operate the property within the Condominium.
    - 4.2.4. To enact, amend, and rescind Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.
    - 4.2.5. To make material alterations or substantial additions to the Common Elements or Association Property as set forth in the Declaration of Condominium.
    - 4.2.6. To reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

- 4.2.7. To approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval.
- 4.2.8. To enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.
- 4.2.9. To contract for management, maintenance and operation of the Condominium and the Association.
- 4.2.10. To carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718 (2004), Florida Statutes, both as amended from time to time.
- 4.2.11. To pay the cost of all utility services rendered to the Condominium and Association Property not billed to owners of individual units.
- 4.2.12. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.
- 4.2.13. To hire and discharge personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 4.2.14. To bring and defend law suits.
- 4.2.15. To make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property, and to grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.
- 4.2.16. To enter into contracts for products and services as set forth in the Declaration and By-Laws.

- 4.2.17. To levy fines as provided for in the Act, Declaration, and By-Laws.
- 4.2.18. To appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable.
- 4.2.19. To ensure fire safety compliance.
- 4.2.20. To approve the installation of hurricane shutters, and adopt specifications for same.
- 4.2.21. To exercise emergency powers as provided for in the Declaration or By-Laws and the FNFPCA, as amended from time to time.
- 4.3. Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4. Distribution of Income. The Association shall make no distribution of income to its members, Directors or officers.
- 4.5. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.
- 5. MEMBERS. The members of the Association shall consist of all of the record owners of units in the Condominium, and after termination of the Condominium, shall consist of those who were members at the time of the termination and their successors and assigns.
  - 5.1. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
  - 5.2. Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one unit shall be entitled to one vote for each Unit owned, subject to the procedure contained in the Condominium Documents.

- 5.3. Meetings. The Bylaws shall provide for an annual meeting of members, and shall make provision for regular and special meetings of members other than the annual meeting.
6. TERM OF EXISTENCE. The Association shall have perpetual existence.
7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.
8. DIRECTORS.
  - 8.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of not more than seven (7) but not less than three (3) Directors, as determined by the By-Laws.
  - 8.2. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
  - 8.3. Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
  - 8.4. Officers. Officers of the Association shall be elected as provided in the By-Laws. One Director may hold more than one office except that the President may not simultaneously hold any other office in the Association.
9. BYLAWS. The Bylaws of this Corporation may be altered, amended or repealed in the manner provided in the Bylaws.
10. AMENDMENTS. Except as elsewhere specifically provided herein to the contrary, amendments to these Articles of Incorporation may be effected as follows:
  - 10.1. Proposal of Amendments. An amendment may be proposed by either a majority of all the Directors or by twenty-five percent (25%) of the total voting interests of the Association.

- 10.2. Adoption of Amendments. A proposed amendment may be approved and adopted upon the affirmative vote of a majority of the Board of Directors, and by not less than a majority of the Association's members, present, in person or by proxy, at a duly noticed meeting at which a quorum is attained. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association upon Board approval, without need for Association membership vote.
- 10.3. Effective Date. Approval of a duly-adopted amendment, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration or Declarations and shall be executed in the form required for the execution of a Deed. An amendment of these Articles of Incorporation are effective when properly recorded in the Public Records of Broward County and filed with the Florida Secretary of State, Division of Corporations.
- 10.4. Procedure. No provision of these Articles of Incorporation shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of these Articles of Incorporation shall contain the full text of the provision to be amended; new words shall be inserted in the text **underlined**, and words to be deleted shall be lined through with **hyphens**. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following "SUBSTANTIAL REWORDING OF ARTICLES. SEE ARTICLE \_\_\_\_ FOR PRESENT TEXT." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated or approved amendment.
11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.



FIRST AMENDED AND RESTATED  
BY-LAWS  
OF  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE H ASSOCIATION, INC.  
(A Corporation Not-for-Profit)

SUBSTANTIAL REWORDING OF BY-LAWS – SEE CURRENT BY-LAWS  
FOR CURRENT TEXT

1. **IDENTITY.** These are the First Amended and Restated By-Laws (hereinafter referred to as “By-Laws”) of the Oriole Golf & Tennis Club Condominium One H Association, Inc., a Florida not-for-profit corporation (The corporation may hereafter be referred to as the “Association”). The Articles of Incorporation of Oriole Golf & Tennis Club Condominium One H Association, Inc. were originally filed in the office of the Secretary of State of the State of Florida on the 14<sup>th</sup> day of November, 1973. The Association has been organized for the purpose of administering a condominium on the following lands in Broward County, Florida, described as:

a portion of Parcel 8 of Oriole Golf & Tennis Club Section I, according to the Plat thereof recorded in Plat Book 75, Page 34, of the Public Records of Broward County, Florida, (herein called the “Condominium”) and more particularly described in the Declaration of Condominium and First Amended and Restated Declaration of Condominium (the “Declaration”).

1.1 **Office.** The Office of the Association shall be at 7777 Golf Circle Drive, Margate Florida 33063, or at such other location within Broward County, Florida as may from time to time be determined by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name, or abbreviated name of the Association, the word “Florida,” the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 **Definitions.** All terms used in these By-Laws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium, and the Florida Condominium Act (Chapter 718, Florida Statutes, 2004), all as amended from time to time.

2. **MEMBERS.**

2.1 **Annual Meetings.** The annual members’ meeting shall be held at such convenient location in Broward County as may be determined by the

Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of electing directors and officers, and transacting any business authorized to be transacted by the members.

- 2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from one-third (1/3) of the members of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2004), as amended from time to time.
- 2.3 Notice of Members' Meetings. Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, and including an agenda, shall be sent to each unit owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings, and posted in a conspicuous place upon the condominium property at least 14 days prior to the meeting. Hand delivery is acceptable where permissible by law. Notices for meetings and for all other purposes shall be mailed to each unit owner at the address last furnished to the Association by the unit owner, and such mailing shall be deemed sufficient notice. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes (2004), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property.
- 2.4 Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 2.5 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

- 2.5.1 Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.
- 2.5.2 At least twenty percent (20%) of the Total Voting Interests of the Association must cast a ballot in order to have a valid election, and the election of Directors shall be decided by a plurality of those votes cast. Voting for Directors by proxy or absentee ballot shall not be permitted, and no "write-in" candidates shall be allowed.
- 2.5.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.
- 2.5.4 Quorum and Voting. A quorum at members' meetings shall consist of persons, appearing in person or by proxy, entitled to cast a majority of the Voting Interests of the Association. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes, except such decisions as may require a larger percentage of the voting interests, pursuant to Chapter 718, Florida Statutes, or the Condominium Documents, in which case the percentage required in Chapter 718, Florida Statutes, or the Condominium Documents shall govern. To the extent lawful, unit owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the unit owner duly approved the action of the meeting in question.
- 2.5.5 Indivisible Vote. Each unit shall have one indivisible vote. If a unit is owned by a partnership, any partner may vote on behalf of the partnership. If a unit is owned in trust, any grantor or beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a unit owned by an artificial entity

shall be conclusively presumed to be entitled to vote on behalf of said unit, unless the unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple owners or non-individual of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

2.5.6 Proxies. Votes may be cast in person or by proxy. Only unit owners or Board members may hold proxies. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than, 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation and/or By-Laws; and for any other matter which Chapter 718, Florida Statutes, requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.5.7 No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.6 Order of Business. The Order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

2.6.1 Call to order by the President (or Vice President, Secretary,

or Treasurer, in that order, if the President is not in attendance at the meeting);

2.6.1.1 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);

2.6.2 Appointment by the Chair of inspectors of election;

2.6.3 Election of Directors (who will be seated at the Board's organizational meeting following the annual meeting);

2.6.4 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.6.5 Proof of notice of the meeting or waiver of notice;

2.6.7 Disposal of unapproved minutes;

2.6.8 Reports of officers,

2.6.9 Reports of committees;

2.6.10 Unfinished business;

2.6.11 New business;

2.6.12 Adjournment.

2.7 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

### 3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be unit owners or the spouse of a unit owner. When a unit is owned by a partnership, the primary occupant, as designated pursuant to the Amended and Restated

Declaration of Condominium, and the spouse of the primary occupant shall be eligible for Board membership. A grantor of a trust described in s. 733.707(3), Florida Statutes or a beneficiary as defined in s. 737.303(4)(b), Florida Statutes, and the spouses of such persons, shall be considered eligible for Board membership. No more than one (1) natural person from each unit shall be eligible to stand for election for Board membership, or serve on the Board. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. The term of each Director's service shall extend until the next annual election and thereafter until their successor is duly elected and qualified or until the Governor is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

- 3.2 Board Vacancies. Vacancies on the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors, or by the sole remaining Director, for the remainder of the unexpired term as provided in Paragraph 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.
- 3.3 Organizational Meeting. The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.
- 3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, or facsimile at least two days prior to the day named for such meeting. Such notice, which shall specifically incorporate an identification of agenda items, shall also be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
- 3.5 Special Meetings. Special meetings of the Directors may be called by the

President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

- 3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.
- 3.7 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise provided by the Board, each unit owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to unit owner observation.
- 3.8 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board members. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present at a meeting at which a quorum of the Board is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign a written joinder in Board actions, but such a joinder may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.
- 3.9 Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
- 3.10 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, the Florida Not For Profit Corporations Act, the Florida Condominium Act and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:
- 4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic assessments against owners to defray the costs of the Association.
  - 4.2 To Expend Association Funds. The Directors shall use the proceeds of assessments in the exercise of its powers and duties.
  - 4.3 To Maintain the Condominium Property and Association Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.
  - 4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.
  - 4.5 To Make Alterations. The Directors shall make material alterations or substantial additions to the Common Elements or Association Property as set forth in the Declaration of Condominium.
  - 4.6 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.
  - 4.7 To Approve Transfers. The Directors may approve or disapprove proposed sales or other transfers in the manner provided by the Declaration of Condominium, and to charge a transfer fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.
  - 4.8 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents in the best interest of the Association.
  - 4.9 To Contract. The Directors may contract for management, maintenance and operation of the Condominium and the Association.
  - 4.10 To Insure. The Directors shall carry insurance for the protection of the Unit



Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718 (2004), Florida Statutes, both as amended from time to time.

- 4.11 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and Association Property not billed to owners of individual units.
- 4.12 To Pay Taxes. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.
- 4.13 To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 4.14 To Sue and Be Sued. The Directors may bring and defend suits.
- 4.15 To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.
- 4.16 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, contracts which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves), except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.
- 4.17 To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes (2004), as amended from time to time, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by owners, occupants, licensees, tenants, and invitees. The procedure is set forth in the Amended and Restated

## Declaration of Condominium.

- 4.18 To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association, as defined in Section 718.103 (6), Florida Statutes (2004), as amended from time to time, shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation, unless otherwise directed by the Board of Directors.
- 4.19 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.
- 4.20 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which shall include, but is not limited to color and style of shutter. All specifications adopted by the Board shall comply with the applicable building code(s), or shall be structured to ensure that installed shutters are in compliance with the applicable building code(s). In the event a permit is required by the City, such permit must be provided to the Board in order to obtain Association approval. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the unit owner's agreement to execute appropriate documentation regarding same.
- 4.21 To Exercise Emergency Powers. In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes (2004), as amended from time to time.
- 4.21.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- 4.21.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- 4.21.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The

Director or Directors in attendance at such a meeting shall constitute a quorum.

- 4.21.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- 4.21.5 The Board may use reserve funds to meet Association needs.
- 4.21.6 Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- 4.21.7 These Bylaws governing emergency powers shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- 4.21.8 For purposes of this Section only, an “emergency” exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:
  - 4.21.8.1 a state of emergency declared by local civil or law enforcement authorities;
  - 4.21.8.2 a hurricane warning,
  - 4.21.8.3 a partial or complete evacuation order;
  - 4.21.8.4 federal or state “disaster area” status; or
  - 4.21.8.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
  - 4.21.8.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the unit owners, the condominium property, or association property.

## 5. OFFICERS.

5.1 Executive Officers. The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. One Director may hold more than one office except that the President may not simultaneously hold any other office in the Association. Assistant officers need not be Directors.

5.1.1 President - Powers and Duties. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.1.2 Vice-President - Powers and Duties. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.1.3 Secretary - Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.1.4 Treasurer - Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.2 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Governor as an agent or employee of the Association.

## 6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any officer, Director, or committee

member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed person to be indemnified, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere (no contest) or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

- 6.2 Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.
- 6.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Paragraph 6.
- 6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- 6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other

enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

- 6.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Paragraph 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.
- 6.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.
7. **MINUTES AND INSPECTION OF RECORDS**. Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12) (2004), as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times, provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.
8. **FISCAL MANAGEMENT**. Shall be in accordance with the following provisions:
- 8.1 Budget. The budget shall be adopted by the Board. A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and Officers Insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be common expenses under these By-Laws. The proposed budget shall include reserves per Section 718.112 (2)(f)2, Florida Statutes (2004), as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests of the Condominium at a duly called meeting of the Association, or by the written approval of a majority of the Total Voting Interests of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Paragraph 8.2 hereof. If the Board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceeds 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted

within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property or Association Property must be excluded from the computation.

- 8.2 Mailing. A copy of the proposed annual budget shall be mailed or hand delivered to the Unit Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.
- 8.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.
- 8.4 Special Assessments. Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in this document, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.
- 8.5 Assessment Roll. The assessments for Common Expenses and Charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a unit's account may be relied upon for all

purposes by any person for whom made.

- 8.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's past due assessments, charges, or share of the common expenses as are provided in the Florida Condominium Act (2004), as amended from time to time, but shall be liable for all such assessments, charges, or share of the common expenses due and owing from and after the date that title to the unit is acquired. All persons or entities acquiring title to a unit by foreclosure, other than a mortgagee holding a first mortgage of record, shall be liable for all past due assessments, charges, or share of the common expenses.
- 8.7 Liens for Assessments. The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the unit.
- 8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.
- 8.9 Collection - Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all assessments or charges for the remainder of the fiscal year, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the assessment payment first due.
- 8.10 Collection - Suit. The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the Laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus late fees, interest, and all costs incident to the



collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent units and may withhold approval for the sale, lease, or other transfer of a unit, or any interest therein, until all past due assessments, charges, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

- 8.11 Accounts. All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.
- 8.12 Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.
- 8.13 Co-mingling of Funds. All funds shall be maintained separately in the Association's name. No community association manager or business entity whether or not required to be licensed or registered under Section 468.432, Florida Statutes (2004), as amended from time to time, and no agent, employee, officer, or Director of the Association, shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2004), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.
- 8.14 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2004), as amended from time to time, and with Section 718.111(13), Florida Statutes (2004), as amended from time to time.
- 8.15 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes (2004), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services

to the Association, or otherwise having the authority to control or disburse association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

9. **PARLIAMENTARY RULES.** Roberts Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these By-Laws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.
10. **BY-LAW AMENDMENTS.** Amendments to the By-Laws shall be adopted in the following manner.
  - 10.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the total voting interests of the Association.
  - 10.2 Adoption of Amendments. A proposed amendment may be approved and adopted upon the affirmative vote of a majority of the Board of Directors, and by not less than a majority of the Association's members, present, in person or by proxy, at a duly noticed meeting at which a quorum is attained. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association upon Board approval, without need for Association membership vote.
  - 10.3 Effective Date. An amendment when adopted shall become effective only after being recorded in the Broward County Public Records according to law.
  - 10.4 Automatic Amendment. These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2004), Chapter 617, Florida Statutes (2004) or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than those set forth in these By-Laws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these By-Laws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2004), or such other statutes or administrative regulations as required for the operation of the Association.
  - 10.5 Proposed Amendment Format. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be **underlined** and words to be deleted shall be **lined through** with hyphens. If the proposed change is so extensive that this procedure would hinder rather than

assist understanding a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER \_ FOR PRESENT TEXT."

## 11. DISPUTE RESOLUTION.

- 11.1 Mandatory Arbitration. If unresolved, disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes (2004), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.
- 11.2 Unit Owner Inquiries. When a unit owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the unit owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested from the Association's counsel, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide a copy of said written advice to the inquirer. If a legal opinion is requested from the Association's counsel, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular unit. In the event of a grievance of a unit owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.
- 11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

## 12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these By-Laws and the Condominium Documents.

- 12.1 Conflicts. The term "Condominium Documents," as used in these By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Surveyor's Plat, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event

of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

12.1.1 Declaration of Condominium;

12.1.2 Articles of Incorporation;

12.1.3 By-Laws; and

12.1.4 Rules and Regulations.

12.2 Gender. The use of the term “he,” “she,” “his,” “hers,” “their,” “theirs” and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provisions of these By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

## UNIFORM RULES AND REGULATIONS OF THE ORIOLE GOLF & TENNIS CLUB PHASE 1 CONDOMINIUM ASSOCIATIONS

*IN ITS QUEST TO MAINTAIN THE INTEGRITY AND CHARACTER OF THE ORIOLE GOLF & TENNIS PHASE 1 COMMUNITY, EACH BUILDING'S ASSOCIATION AND ORIOLE CONDOMINIUM ONE CLUB, INC. HAS ADOPTED, AND WILL ENFORCE, THE FOLLOWING RULES & REGULATIONS FOR THE GOOD AND WELFARE OF ALL OWNER/OCCUPANTS WITHIN THE COMMUNITY. QUESTIONS REGARDING THESE RULES AND REGULATIONS, OR ANY NEED FOR CLARIFICATION, ARE TO BE DIRECTED TO THE APPLICABLE BUILDING ASSOCIATION PRESIDENT OR SECRETARY, OR TO THE CONDO ONE OFFICE MANAGEMENT.*

1. The walkways, entrance, halls, corridors, stairways and roads shall not be obstructed or used for any purpose other than ingress or egress from the Apartment Unit.
2. The exterior of the Apartment Unit and all other areas appurtenant to it, shall not be painted, decorated, or modified in any manner whatsoever without prior written consent of the Building's Board of Governors, at whose sole discretion may withhold any such consent.
3. Each Apartment Unit shall be kept in a good state of preservation and cleanliness and its occupants shall not sweep or throw, or permit to be swept or thrown there from or from the doors or windows thereof any dirt or other substances.
4. No article shall be hung or shaken from the doors or windows or placed upon the outside windowsills of the Apartment Unit and/or the building's balcony.
5. No bicycles, scooters, baby carriages or similar vehicles, toys, plants, or other personal articles shall be allowed to stand in any of the building's or of the community's common areas or driveways.
6. No owner/occupant shall make or permit any noises to be made that will disturb or annoy the occupants of any other Apartment Units or to permit anything to be done that will interfere with the rights, quiet enjoyment, comfort, or convenience of other owners/residents.
7. Refuse must not be left in common areas after repairs or alterations to any Apartment Unit have been completed. The Apartment Unit owner will be liable for all costs incurred by the Building's Association, and/or by Oriole Condominium One Club, Inc., for the removal of such refuse due to the violation of this rule by the Apartment Unit's owner or resident.
8. Other than as provided for under the law, no awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used on the exterior of the Apartment Unit, without prior written consent of the Building's Board of Governors, at whose sole discretion may withhold any such consent
9. No radio, television aerial, antennas or satellite dishes shall be attached to, or hung from, the exterior of an Apartment Unit or the roof thereon, without prior written consent of the Building's Board of Governors, at whose sole discretion may withhold any such consent
10. No sign, notice or advertisement shall be inscribed or exposed on, or at, any window or part of the Apartment Unit, nor shall anything be projected out of any window of the Apartment Unit.
11. All garbage and waste refuse from an Apartment Unit shall be deposited in appropriately tied or fastened plastic bags and deposited with care down the chute or into the waste disposal dumpster located in the building's dumpster room. Additionally, carton or boxes must be broken down flat and placed into the dumpster or in an area within the dumpster room so designated by the Building's Association. Newspapers and aluminum cans and plastic bottles are to be placed in the receptacles provided. Under no circumstances are appliances, such as, but not necessarily restricted to, dishwashers, stove ranges, sofas, etc. allowed to be placed in or outside of the

EXHIBIT

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dumpster room or upon any common area within the community. At their own expense owners/residents have the responsibility to see that any such appliances or furniture is taken away and off the community's property for proper disposal.

12. Use of the building's common laundry room facility is to be used only during posted hours and only for the use by and for the Apartment Unit's owner/resident and not for the personal use of the employees, agents, visitors, licensees, or non-resident family members of the Apartment Unit's owner/resident. It is forbidden for an owner/resident to use all of the laundry room's washer and dryer machines at the same time therefore denying the right of use of the machines by another owner/resident during that same time.
13. Water closets and other water apparatus in the building shall not be used for any purpose other than that for which they were constructed. The owner/resident, in whose Apartment Unit it shall be caused, shall be liable for any damage resulting from misuse of any water closets or other apparatus.
14. An Apartment Unit's owner/resident shall keep and maintain any assigned storage closet bin or area in a neat and sanitary condition at all times.
15. An owner/resident shall not cause or permit the blowing of any horn from any vehicle of which the owner/resident, or the owner/resident's guests, shall be occupying when approaching or coming upon any of the driveways or parking areas serving the community's property.
16. No owner/resident shall use or permit to be brought into their Apartment Unit any flammable oils or fluids such as, but not necessarily restricted to, gasoline, kerosene, naphtha or benzine, or other explosive or articles deemed extra hazardous to life, limb and property.
17. Food and beverage may not be prepared on any part of the community's common areas except in accordance with regulations, which may be promulgated from time to time by the Oriole Condominium One Club, Inc. Association.
18. No bird or animal shall be kept or harbored in any Apartment Unit of any Building or upon any of the community's common areas and property.
19. Any damage to the building, its equipment or common areas, or any Apartment Unit therein, caused by any owner/resident, or their family, guests, agents or employees, shall be repaired at the expense of the Apartment Unit owner/resident so involved.
20. No vehicle belonging to an owner/resident, or to an owner/resident's family member or guest, tenant, or employee, shall be parked in such a manner as to impede or prevent ready access to another owner/resident's parking space. The owner/resident, their employees, agents, visitors, licensees, family members and guests will obey the parking regulations posted at the parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owner/residents. No vehicle, which cannot operate on its own power, shall be left or remain within the community's property for more than twenty-four (24) hours nor, shall any repair of vehicles be made while it is upon any part of the community's common areas and property.
21. No owner/resident shall put, or allow to be put, their names on any entry of the Apartment Units or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Building's Board of Governors for such purposes.
22. No owner/resident shall request or cause any employee of the Oriole Condominium One Club, Inc. Association Management to do any private business of the owner/resident, except as shall have been approved in writing, in advance, by the Oriole Condominium One Club, Inc. Association Management.
23. It is permissible for an Apartment Unit owner/resident to borrow tables or chairs belonging to the Building's Association, which are usually kept in the building's club/card room. If and when borrowed, it is to be for a period not exceeding three (3) days during any given week. Additionally,

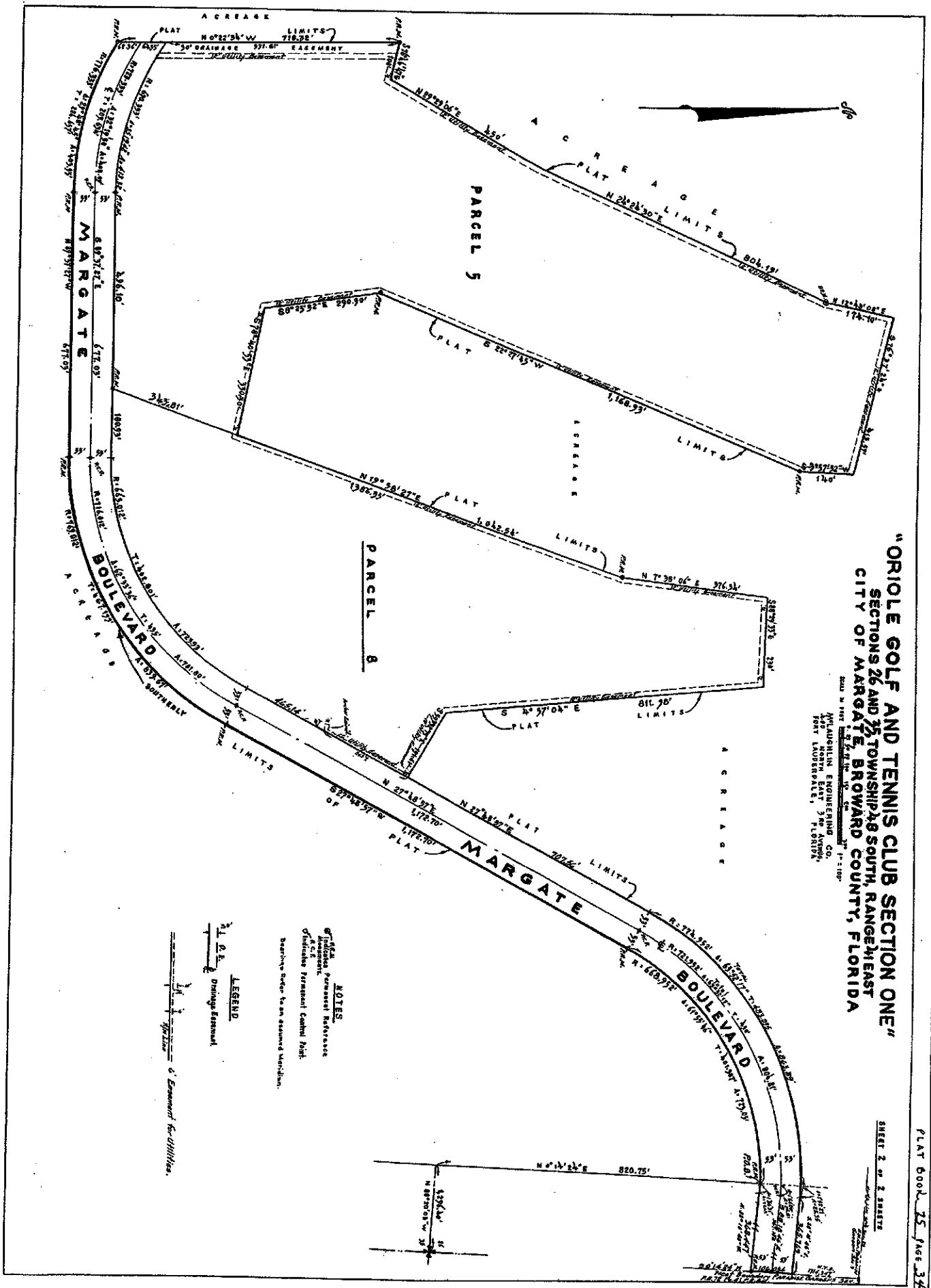
the information as to the Apartment Unit owner/resident's name and the number of tables and/or chairs borrowed, and the day taken and to be returned is to be duly noted in writing on the designated form provided.

24. An Apartment Unit owner/resident who plans to be absent from their Apartment Unit for a period of three (3) or more days, must prepare the Apartment Unit prior to departure by;
  - i. Removing all furniture, potted plants and other movable objects from the Apartment Unit's terrace and balcony; and
  - ii. Other than the key already surrendered to the Building's Board of Governor representative, designate an individual(s) who will also have a key to their Apartment Unit so as to care for it should the Apartment Unit suffer damage or to meet any emergency situation requiring access to the Apartment Unit; and
  - iii. Closing the main water inlet valve coming into the Apartment Unit, such as that which is usually located near the water heater and/or air conditioning return.
25. An Apartment Unit owner/resident shall notify the Building's Board of Governors in the event permission is granted to a friend or relative for a short term, two (2) week maximum, no charge occupancy of the Apartment Unit during the owner/resident's absence. Such notice to the Building's Association is to be in writing and shall list the name(s) and age(s) of the person(s) involved and shall include their date of arrival and departure. Consent is at the sole discretion of the Board of Governors and may be withheld.
26. Annual maintenance fees for each Apartment Unit shall be due and payable to Oriole Golf & Tennis Phase 1 in quarterly installments. Due dates are the 1<sup>st</sup> day of January, April, July and October, in each year. If not paid by the 10<sup>th</sup> day following the due date, a \$25.00 late fee may be charged. In the event of non-payment of any such quarterly maintenance fee, pursuant to Declaration XVII – COMMON EXPENSES AND ASSESSMENTS, supported by the State of Florida Condominium Act, the Building's Association may file a lien/foreclosure against said Apartment Unit and all costs and expenses arising out of any such action will be borne and paid by the defaulting Apartment Unit owner.
27. Every "Notice of Sale" and all applicable and/or required forms to be completed by the seller and purchaser, which are subsequently submitted to the Oriole Condominium One Club, Inc. Association for the screening and approval process, shall be accompanied by a one-hundred (\$100.00) dollar fee for each buyer/resident other than if it is a husband and wife spousal entity.
28. The Orientation/Screening Committee of the Oriole Golf & Tennis Phase 1 Associations shall not consider any "Notice of Sale" for approval unless the "Contract of Sale" and "Deed of Sale" shall expressly and separately state the purchase price of the Apartment Unit, exclusive of the purchase price of any furniture, furnishings and/or appurtenances included in the sale.
29. No Apartment Unit shall be sold without first submitting the "Notice of Sale" to the Oriole Condominium One Club, Inc. Association, on its applicable forms and/or prior to obtaining the consent and approval of the Orientation/Screening Committee representing the Building's and Oriole Condominium One Club, Inc. Associations. No purchaser of an Apartment Unit will be permitted to use and occupy the Apartment Unit unless the foregoing conditions have been complied with and prior to the new owner/resident's personal appearance before the Orientation/Screening Committee.
30. Pursuant to Article XIII – Occupancy and Use Restrictions, an Apartment Unit shall be used only for single-family residence with at least one owner/resident being fifty-five (55) years or older. Any person(s) older than eighteen (18) but younger than fifty-five (55), may reside therein providing the owner/resident over fifty-five is also in residence at the same time. No children under the age of eighteen (18) years shall be permitted to reside in any Apartment Unit excepting that children under the age of eighteen (18) years may be permitted to visit and temporarily reside therein for a period not to exceed sixty-days (60) in any year.

31. Rental of an Apartment Unit is prohibited unless otherwise permitted by a Building Association's Documents. If permitted, an Apartment Unit shall not be rented anytime within the first full year following its purchase and not for more than one (1) time within any one given year thereafter. An Apartment Unit owner is responsible for arranging to have their lessee(s) make application for the background investigation and to make sure the one hundred (\$100.00) fee accompanies the application. Prior to the lessee(s) taking occupancy, the lessee(s) must personally appear before the Orientation/Screening Committee at one of its regularly scheduled meetings.
32. The Swimming pool, recreational areas and Club House are solely for the use of Apartment Unit owner/residents and their invited guests. Swimming and use of other recreational facilities shall be at the risk of those involved and not, in any event, the risk of the Building's and/or the Oriole Condominium One Club, Inc. Associations.
33. The regulations governing the use of the swimming pool, the pool area and recreational facilities, permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Oriole Condominium One Club, Inc. Association and as posted in the swimming pool and recreational areas.
34. The Building's and/or the Oriole Condominium One Club, Inc. Association's agent and any contractor or workman authorized by the Building's and/or the Oriole Condominium One Club, Inc. Associations, may enter any Apartment Unit at any reasonable hour for any purpose permitted under the terms and provisions of the Declaration and/or By-Laws of the Oriole Golf & Tennis Phase 1 Associations. Excepting an emergency situation, entry will be made by prearrangement with the Apartment Unit owner/resident.
35. Any complaints regarding the Management of the Oriole Condominium One Club, Inc. Association and its common elements, or regarding actions of other Apartment Unit owners shall be made in writing to the Building's and/or the Oriole Condominium One Club, Inc. Associations.
36. In the event of a violation by any Apartment Unit owner/resident and/or their guests, agents or employees of any rule or regulation of the Building's Association herein set forth, all costs and expenses, incurred by the Building's Association to secure compliance with its rules and regulations and/or to repair any damage sustained by the Building's Association or its members resulting from such violation, shall be borne by the Apartment Unit owner involved. Any and all such costs will be borne by the Apartment Unit owner whether caused by the owner/resident or their guests, agents, or employees. Upon non-payment of such costs and any related expenses, after written notice to the Apartment Unit owner involved, a lien for such costs may be filed in accordance with the State of Florida Condominium Law.
37. Any consent or approval given under these Rules and Regulations by the Building's Association is subject to having such approval revoked at any time and the Rules and Regulations are subject to being amended, modified or revoked at any time by the Building's and/or the Oriole Condominium One Club, Inc. Associations.







**"ORIOLE GOLF AND TENNIS CLUB SECTION ONE"**  
**SECTIONS 26 AND 25 TOWNSHIP 8 SOUTH, RANGE 18 EAST**  
**CITY OF MARGATE, BROWARD COUNTY, FLORIDA**

PREPARED BY  
 MELANORIAN ENGINEERING CO.  
 1405 NORTH EAST 37th AVENUE  
 FORT LAUDERDALE, FLORIDA 33304  
 DATE: 11-1-1980

SHEET 2 OF 2 SHEETS

PLAT BOOK 25, PAGE 34

**NOTES**  
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 44. 97 & 98 Drainage Easement  
 45. 99 & 100 Drainage Easement

DECLARATION OF CONDOMINIUM OF  
 CONDOMINIUM H OF ORIOLE GOLF & TENNIS CLUB ONE

**EXHIBIT F**

<u>Apartment Number</u>	<u>Type</u>	<u>Share of Common Elements Common Surplus, and Common Expense</u>
107, 207, 307 106, 206, 306	A	.023214 each apt.
105, 205, 305 108, 208, 308	B	.025107 each apt.
101, 102, 103, 104, 109, 110, 111, 112, 202, 203, 204, 209, 210, 211	C	.029586 each apt.
201, 212, 301, 302, 303, 304, 309, 310, 311, 312	C	<u>.029587 each apt.</u>
36 Apartments		100%

AMENDMENT

78- 61766

to the

DECLARATION OF CONDOMINIUM

of

ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM ONE- *H Association Inc*  
OR BOOK 5552, P. 1, BROWARD COUNTY

ARTICLE XXVI -- Association to Acquire and Enter Into Agreements, is hereby amended as follows:

The Association has entered into a Recreation Sub-Lease Agreement attached hereto and made a part hereof, which is a document contemplated by Section 711.121 (Amended Section 718.114, F.S. (1976)) of the Act on behalf of and for the benefit of this Condominium. Under the Recreation Sub-Lease Agreement, the Association has acquired possessory and use interests in certain real property and improvements described therein, which are intended for the enjoyment, recreation or other use and benefit of Apartment Owners in this and other Phase One Club Condominiums and owners of portions of real property located within Parcel 8 of Oriole Golf & Tennis Club Section I according to the plat thereof recorded in Plat Book 75, page 34 of the Public Records of Broward County, Florida. The expenses of operating the Recreation Land, including the taxes, insurance, repair and maintenance of the facilities located thereon, are Common Expenses.

The Association is desirous of buying out said Recreation Sub-Lease and obtaining a more equitable possessory and use interest of the recreational facilities for its unit owners. To accomplish this desire the Association is authorized to ~~pay~~ pay the sum of \$78,076.00 in consideration for ~~obtaining~~ obtaining title and lessor interest in the recreational facilities to the Oriole Condominium One Club, Inc. After this conveyance the Oriole Condominium One Club, Inc. shall

70 MAR 14 AM 11:15

7465 PAGE 212

13.8

THIS INSTRUMENT PREPARED BY

*ROD Tennyson*  
CANDICE POWELL & TENNYSON  
314 CLEMATIS STREET  
CORAL GABLES  
W. PALM BEACH, FL 33401

RETURN TO

*Harold Etkin* of State Title  
and Abstract Co.  
181 LOFTMAN PLAZA at Palm Aire  
POMPANO BEACH, FL 33060

issue to each unit owner of the Association a Certificate of Membership which shall give the holder the same possessory and use interest in the recreational facility as was enjoyed under the Recreation Sub-Lease but without further lease payments. Unit owners shall hold said possessory and use interest for as long as they hold title to their unit and said interest shall automatically transfer to any subsequent purchaser of the unit. Unit owners shall have no further obligation to pay base and escalated rental payments but shall still be obligated to pay common expenses for the maintenance and operation of the recreational facility.

To raise the purchase price of \$78,076.00 and closing costs of approximately \$166 the Association is authorized to assess each unit its approximate share based on percentage ownership of common elements as follows:

Type A	--	\$1,816.00
Type B	--	\$1,964.00
Type C	--	\$2,314.00

This assessment shall be a special assessment due and payable on Jan 15, 1978. Should any unit owner find that they cannot raise this assessment in cash then the Association may assist said unit owner in finding institutional financing for the amount of the assessment. However, failure to obtain financing shall not excuse the unit owner from paying its share.

I HEREBY CERTIFY that this Amendment was approved by the affirmative vote of the owners of 75% or more Apartments at a special meeting of unit owners held on Dec 8, 1977.

ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM ONE- H Association Inc

By Al Wachsberger  
Al Wachsberger, President

Attest: Rose Fruchter  
Rose Fruchter, Secretary

(CORPORATE SEAL)



7465  
PAGE 213

STATE OF FLORIDA :  
COUNTY OF Brevard :

BEFORE ME, the undersigned authority, this day personally appeared Al Wachsberger (Pres) and Rose Fruchter (Secy), known to me to be the President and Secretary, respectively, of Oriole Golf & Tennis Club Condominium One-<sup>H Association Inc</sup>, and who being by me first duly cautioned and sworn depose and say that they have read the foregoing Amendment and have affixed their names thereto for the uses and purposes therein expressed, having been authorized by said condominium to execute same.

SWORN TO AND SUBSCRIBED before me this 30 day of Dec, 1977.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 27, 1978  
Bonded by American Fire & Casualty Co.

Oriole Condominium One Club, Inc.

By \_\_\_\_\_, President

Attest: \_\_\_\_\_, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA :  
COUNTY OF \_\_\_\_\_ :

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary, respectively, of Oriole Condominium One Club, Inc.

7485 NOV 214

and who being by me first duly cautioned and sworn depose and say that they have read the foregoing Amendment and have affixed their names thereto for the uses and purposes therein expressed, having been authorized by said corporation to execute same.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 197\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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

7465 PAGE 215

AMENDMENT TO THE BYLAWS OF ORIOLE GOLF & TENNIS  
CONDOMINIUM ONE H ASSOCIATION, INC. DATED MARCH 10, 1989

WHEREAS greater than eighty (80%) percent of the residents of ORIOLE GOLF & TENNIS CONDOMINIUM ONE H ASSOCIATION, INC. ( hereinafter the "ASSOCIATION"), each of whom being a member in good standing of the ASSOCIATION, are over the age of fifty-five (55) years; and

WHEREAS the ASSOCIATION is a nonprofit organization with an interest in maintaining the character of Building 1-H as a residence specifically suited to the physical, emotional, and social needs of persons over the age of fifty-five (55) years; and

WHEREAS the ASSOCIATION maintains Building 1-H in conformity with such interest by providing entertainment and organizing social functions specifically suited to the tastes of persons over fifty-five (55) years of age, as well as providing and maintaining easy access ramps, elevators, and exercise facilities specifically suited and tailored to the needs of persons over the age of fifty-five (55) years; and

WHEREAS a meeting of the Shareholders of the ASSOCIATION was held the 27th day of February, 1989, wherein a sufficient majority of those present did thereupon vote that the ASSOCIATION continue its efforts to maintain their quality of life and did thereupon resolve the following additions be made to the Bylaws of the ASSOCIATION as recorded at Plat Book 75, Page 34 of the Public Records of Broward County, Florida.

UPON MOTION DULY MADE, SECONDED, AND CARRIED, BE IT HEREBY RESOLVED the following additions be made to the Bylaws of the ASSOCIATION:

89-1. It is declared the policy of the ASSOCIATION to restrict the sale, transfer, gift or rental of any Unit to only those occupants where at least one person among said occupants has attained the age of fifty-five (55) years.

89-2. As a condition of membership in the ASSOCIATION, each member shall agree not to offer for sale, transfer, rental, or gift, his or her unit to any persons where not less than one of the potential occupants of said unit has attained the age of fifty-five (55) years, and that each such member shall execute, upon request, appropriate documents to that effect.

89-3. As a condition of membership in the ASSOCIATION, not less than one person over the age of fifty-five (55) years shall be an occupant of the unit sought to be purchased by the prospective member, and the prospective member shall agree to restrict the sale, transfer, gift, or rental of the prospective unit in accordance with the terms hereof.

89-4. Nothing herein shall be construed so as to defeat a testamentary or intestate devise of a member's unit.

89-5. The ASSOCIATION shall have all powers, previously granted to it, to refuse approval to a potential member on the basis of his or her failure to meet the above - stated conditions.

89-6. The ASSOCIATION is empowered to seek legal or equitable relief to enforce the terms of these Amendments and shall be entitled to its reasonable attorneys fees and court costs should it prevail in any court proceeding.

BK 6258 PG 735

DATED: *March 10, 1989*

*Jack Weinstein*  
PRESIDENT  
*Sylvia Goldstein*  
SECRETARY

SWORN TO AND SUBSCRIBED BEFORE ME  
ON THIS *10* DAY OF MARCH, 1989

*[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

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

My Commission Expires 3-30-1992  
Bonded thru Ray C. Barnes & Co.

Return to  
Stephen Bell Rosenthal  
5409 N. State Rd 7  
Tamarac, Florida  
33319

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11/89