

72-166557

DECLARATION OF CONDOMINIUM

OF

WATERGATE CONDOMINIUM NO. 3

Return to

This instrument was prepared by  
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2020 N. E. 163rd Street  
North Miami Beach, Florida 33162

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, REALTY INVESTMENT AND DEVELOPMENT CORPORATION, a Florida corporation, being the owner of fee simple title of record to those certain lands located and situate in Broward County, Florida, being more particularly described in an Exhibit B attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the provisions of Chapter 711 of the Florida Statutes, hereinafter called the "Condominium Act", reserving the right to submit additional lands to be described in an exhibit to be attached hereto by appropriate amendment to condominium ownership in the future.

1. The name by which this condominium is to be identified is WATERGATE CONDOMINIUM NO. 3.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of WATERGATE CONDOMINIUMS ASSOCIATION, INC., shall be defined in accordance with the provisions of Section 711.03 of the Condominium Act and as follows unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment owner means unit owner as defined by the Condominium Act.

2.3 Lessor means the owner of the Recreation Area unless the context otherwise requires.

2.4 Association means WATERGATE CONDOMINIUMS ASSOCIATION, INC., and its successors.

2.5 Condominium unit owner means the owner of a condominium apartment.

2.6 Common elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

(c) All Condominium property not included in the apartments or in the Recreation Area.

2.7 Recreation Area means those lands which are subject to and more particularly described in the Ninety-Nine Year Lease which is attached as an Exhibit E hereto, and such additional lands as may be included within the purview of said lease in the future.

2.8 Common expenses include:

(a) Expenses of administration and management of the Condominium property.

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(b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the apartment to be maintained by the Association.

(c) That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

(d) The costs and expenses attributable to the Condominium under the terms and provisions of the Ninety-Nine Year Lease.

(e) Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.

(f) Any valid charge against the Condominium property as a whole.

2.9 Condominium means all of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights of way appurtenant thereto intended for use in connection with the Condominium.

2.10 Utility services shall include but not be limited to electric power, gas, water, air conditioning, and garbage and sewerage disposal.

2.11 Ninety-Nine Year Lease means that certain lease attached hereto as an Exhibit E, which may sometimes herein be referred to as a Community Facility or Recreation Lease.

3. The Condominium is described as follows:

3.1 A survey of the land and a graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions, are attached hereto as an Exhibit B, as to the first building, and a like survey and graphic description which shall be attached hereto by an amendment of this Declaration of Condominium as to the each additional building.

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Association or apartment owners or by the Condominium, whether or not elsewhere required for an amendment.

(a) Alteration of boundaries and apartment dimensions. Developer reserves the right to alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the common elements, so long as the Developer owns the apartments abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided,

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further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the institutional mortgages of apartments affected, where the said apartments are encumbered by individual mortgages, or where they are included in an overall construction mortgage on the Condominium building, and such amendment shall not require the approval of apartment owners, the Lessor, or of the Association.

3.3 Easements are expressly provided for and reserved in favor of the Developer, the owners and occupants of the Condominium building, their guests and invitees, as follows:

(a) **Utilities.** Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium and the Recreation Area adequately, provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by an apartment owner or the owner of the Recreation Area, as appropriate.

(b) **Encroachments.** In the event that any apartment or the Recreation Area shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or owner of the Recreation Area, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) **Traffic.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Developer, the apartment unit owners, the owner of the Recreation Area, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(d) **Other WATERGATE CONDOMINIUMS.** Easements are reserved and shall exist under, through and over the Condominium property as may be required for utility services to serve other WATERGATE CONDOMINIUMS heretofore or hereafter created, and for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Developer, the owners and occupants of other WATERGATE CONDOMINIUMS heretofore or hereafter created.

3.4 **Apartment Boundaries.** Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

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(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(b) The perimetrical boundaries of the apartment shall be the vertical planes of the center of the undecorated walls bounding the apartment extending to intersections with each other and with the upper and lower boundaries, and when there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same. The "center" of a wall shall be deemed to be a point lying midway between the undecorated finished interior of the wall and the undecorated finished exterior thereof, or, if the wall bounds another apartment, then a point midway between the undecorated finished interior of one apartment and the undecorated finished interior of the adjoining apartment.

3.5 Recreation Area. A Recreation Area has been leased by the Association as agent for the apartment owners and as agent for the apartment owners in other WATERGATE CONDOMINIUMS heretofore created or hereafter to be created pursuant to the provisions of a Ninety-Nine Year Lease. The Recreation Area shall be administered by the Association, and shall be available for the use of apartment owners without discrimination and without charge except where specifically authorized by this Declaration, except that the Association may adopt regulations providing for charging for exclusive use of the facilities by an apartment owner from time to time if such exclusive use is made available to all apartment owners, and the Association may further adopt regulations providing for a sur-charge for the use of such facilities by guests of the owners. Use of the recreational facilities shall be pursuant and subject to the provisions of the Ninety-Nine Year Lease. Additional recreational facilities may be owned as common elements, and such additional facilities shall be administered by the Association in the same manner as the leased area.

3.6 Apartments. There are forty-six (46) apartments in the apartment building, each apartment being identified by the use of a number, the first numeral of which shall designate the floor upon which the apartment is located, and the last two numerals of which shall identify the location of the apartment on the floor, as graphically described in Exhibit B attached hereto.

4. Appurtenances to Apartments. The owner of each apartment shall own an undivided share and certain interest in the Condominium property, which share and interest shall be appurtenant to the apartment, said undivided interest in the Condominium property and common elements being as designated and set forth in an Exhibit A attached hereto.

4.1 Limited Common Elements.

(a) Storage Space located within the building shall be assigned so as to provide at least one such space to the exclusive use of each apartment owner.

(b) Automobile Parking Space. Limited common elements include covered parking spaces and areas and exterior parking spaces for each apartment, provided, however, in the event a specific parking space is assigned in connection with the sale of an apartment unit by the Developer, the

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right to use of the said designated parking space shall pass as an appurtenance to the Condominium apartment unit owned by the apartment owner to whom such space is initially assigned, and the Association shall not thereafter re-assign or change the said apartment owner's parking space without his written consent, provided, further, said apartment owner shall not transfer or assign use of the said parking space except in connection with sale of the condominium apartment unit, and provided further, Developer shall retain the right to assign all unassigned parking spaces until all apartments have been sold by it.

5. Liability for Common Expenses. Each apartment unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment. Such common expenses shall include that portion of the obligations and liabilities of the Association under the terms and provisions of the Ninety-Nine Year Lease which are attributable to the condominium.

6. Membership in Association. Membership of each apartment owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each apartment unit owner in the funds and assets of the Condominium held by the Association shall be in the same proportion as the liability of each such owner for common expenses.

7. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Apartments.

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

(1) All common elements and limited common elements.

(2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load bearing walls.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of an apartment that service part or parts of the Condominium other than the apartment within which contained.

(4) All incidental damage caused to an apartment by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1 (a) (1), (2) and (3) above.

(b) By the Apartment Owner. The responsibility of the apartment owner for maintenance, repair and replacement, shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the apartment owner shall be windows, screens and doors opening into or onto his apartment. All such maintenance, repairs and replacement shall be done without disturbing the rights of other apartment owners.

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(2) An apartment owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the prior approval, in writing, of the owners of record of fifty-one (51%) percent of the apartment units, and the approval of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, covered and uncovered, including those which have been assigned as an appurtenance to an apartment.

7.3 Recreation Area. Maintenance, repair, replacement, alteration and improvement of the Recreation Area shall be by the Association at the Association's expense, pursuant to the terms and provisions of the Ninety-Nine Year Lease.

7.4 Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated in the Declaration, there shall be no alteration or further improvements of common elements without the prior approval, in writing, by record owners of sixty-six and two thirds (66 2/3%) percent of all apartment unit owners in the Condominium, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent. This paragraph shall have no application to the right vested in the Developer pursuant to the provisions of paragraph 3.2 and 3.2 (a) hereof.

8. Assessments. The making and collection of assessment against apartment owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

8.1 Interest; Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

8.2 Lien for Assessments. The Association shall have a lien against each apartment unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also accrue reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Broward County, Florida, by filing a claim therein which states the legal description of the apartment unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the

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Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment unit subject to the lien shall be required to pay a reasonable rental for the apartment unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the apartment unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to an apartment unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the apartment, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed apartment unit, or against apartment unit transferred in lieu of a foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium unit owners.

9. Association. The operation of the Condominium shall be by WATERGATE CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as an Exhibit C.

9.2 By-Laws. A copy of the By-Laws of the Association is attached as an Exhibit D.

9.3 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

9.4 Restraint upon assignment of shares and assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

9.5 Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

9.6 The Association has been or may in the future be designated as the entity to administer and operate other WATERGATE CONDOMINIUMS, and shall maintain a separate budget for each Condominium operated and administered by it. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the Condominium, and which are to be apportioned amongst more than one Condominium, as well as the basis of such apportionment, and in all events the Association's determination as to such attribution shall be conclusive and

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binding, and all costs and expenses attributed to the Condominium, whether in their entirety or as an apportionment of an expense shared by more than one Condominium, shall constitute common expenses of the Condominium.

10. The insurance other than title insurance that shall be carried upon the Condominium property and the property of the apartment owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

10.2 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the Condominium. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's compensation insurance to meet the requirements of law.

(d) Insurance on the Recreation Area pursuant to the provisions of the Ninety-Nine Year Lease.

(e) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

10.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense attributable to the Condominium.

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10.4 Insurance Trustee; Share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to JEFFERSON NATIONAL BANK OF MIAMI BEACH, FLORIDA, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the trustee being referred to herein as the Insurance Trustee, provided, however, that the selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the apartment unit in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on account of damage to common elements and limited common elements. An undivided share for each apartment owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartment units shall be held in the following undivided shares:

(1) When the building is to be restored:  
For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, said cost to be determined by the Association.

(2) When the building is not to be restored:  
An undivided share for each apartment unit owner, such share being the same as the undivided share in the common elements appurtenant to his apartment unit.

(c) Cost of restoration and repair of the Recreation Area after casualty shall be paid out of the proceeds from insurance, and the said Recreation Area shall in all events be repaired and restored unless there shall be not only a total destruction of the Recreation Area and appurtenances thereto, but in addition a destruction of a majority of the apartment units in the Condominium. In the event additional monies are required over and above the amount available from insurance proceeds to restore, reconstruct or repair the Recreation Area, such monies shall be considered a common expense, to be paid by the condominium unit owners and to be chargeable to and collectable from them in the same manner as elsewhere provided herein for the assessment and collection of assessments and common expenses, all pursuant to the provisions of the Ninety-Nine Year Lease.

(d) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment unit, the share of the 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 any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction

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tion of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgages pursuant to the provisions of this Declaration. Notwithstanding the foregoing the mortgages shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

10.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of an apartment.

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of an apartment.

(d) In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

10.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each apartment owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

10.7 Recreation Area. The terms of the Ninety-Nine Year Lease shall govern the distribution of proceeds of insurance on or attributable to such area, provided, however, that no distribution of proceeds shall be made to the Lessor unless it shall have been determined pursuant to the terms and provisions of the said Ninety-Nine Year Lease not to reconstruct or repair damage to the property devised thereunder.

11. Reconstruction or repair after casualty.

11.1 Determination to reconstruct or repair. If any part of the Condominium property shall be damaged by casualty, whether or

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not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) (1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of eighty (80%) percent of the common elements agree in writing to such reconstruction or repair.

(c) Certificates. The Insurance Trustee may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in the apartment building, by the owners of not less than eighty (80%) percent of the common elements, including the owners of all damaged apartments, together with the approval of the institutional mortgagees holding first mortgages upon all damaged apartments, which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of the apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

11.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, 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 apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide

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funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

11.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the apartment, then to the owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from

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insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

12. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land

12.1 Apartments. Each of the apartment units shall be occupied only as a single family private dwelling by the owner, and members of his family not less than ten (10) years of age, subject to the provisions of 12.3 hereof. Except as reserved to Developer, no apartment unit may be divided or subdivided into a smaller unit.

12.2 Common elements and limited common elements. The common elements and limited common elements shall be used only for the purpose for which they are intended in the furnishings of services and facilities for the enjoyment of the apartments.

12.3 Children. No persons who have not yet attained the age of ten (10) years shall be permitted to reside in any of the apartments except with the written consent of the Board of Directors of the Association, or of the Developer, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated

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without the consent of the apartment owner, and provided further, that children under such age may visit and temporarily reside in an apartment unit provided such temporary residence shall not exceed thirty (30) days within any consecutive twelve month period.

12.4 Pets. No pets shall be maintained or kept in any of the apartments other than goldfish, tropical fish and the like, and such birds as canaries, parakeets and the like, except as may be specifically provided for and authorized by the rules and regulations of the Association as they may be from time to time adopted or amended, or pursuant to the written consent of the Board of Directors of the Association, or of the Developer, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner.

12.5 Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the Condominium Property.

12.6 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.7 Leasing of Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guests, provided that no apartment shall be leased to an unmarried person under the age of twenty-five (25) years, except with the express written consent of the Board of Directors of the Association, or of the Developer, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner; nor shall any leased apartment be occupied, permanently, or temporarily, by any person under the age of thirteen (13) years, except with the express written consent of the Association or of the Developer. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Declaration of Condominium, Charter and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.8 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the

common elements, limited common elements or apartments, excepting that the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartment it may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of an apartment, and to the Association as to any apartment which it may own.

12.9 Parking spaces. No truck or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors, except such temporary parking in spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owners and residents.

12.10 Interior hallways. All doors between apartments and interior hallways shall be kept closed at all times when not being used for ingress or egress. Screen or screen doors on entrances between apartment units and interior corridors are prohibited unless specifically authorized by the Association.

12.11 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

12.12 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sale of all of the apartments of the Condominium, neither the apartment owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units, common elements and common areas, and of the Recreation Area, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

13. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

13.1 Transfers subject to approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association.

(b) Lease. No apartment owner may lease an apartment without approval of the Association, except with the express written consent of the Board of Directors of the Association or of the Developer, and such consent when once given and relied upon in connection with the purchase and acquisition of a Condominium Apartment Unit may not thereafter be revoked or terminated without the consent of the apartment owner.

(c) Gift. If any apartment owner shall acquire title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing sub-sections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed trans-

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action. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in non-recordable form.

(3) Gift, devise or inheritance; other transfers.

If the apartment 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 Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by any officer of the Association in recordable form.

(c) Approval of corporate owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner, purchaser or lessee of an apartment is a corporation, the approval of ownership or lease by the corporation, may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

(d) Screening Fees. The Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum equal to one (1%) percent of the sales price of a condominium apartment unit being sold, or two (2%) percent of the annual rental in the event of a lease of a condominium unit, provided, that the minimum screening fee shall not be less than One Hundred Dollars (\$100.00), and the maximum fee shall not exceed One Hundred Fifty Dollars (\$150.00) in connection with the rental of a condominium unit, and said fee shall be in the sum of One Hundred Dollars (\$100.00) in the event of transfer by gift, devise, or inheritance.

(e) Failure to give notice. If notice to the Association as hereinabove required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval. Any sale, mortgage or lease which is not authorized pursuant to the terms and provisions of this Declaration shall be void unless subsequently approved in writing by the Association.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or shall, by registered mail to the apartment owner an agreement to purchase the apartment signed by a purchaser approved by the Association, or an agreement to purchase signed in behalf of the Association by its President and attested by its Secretary, in which event the apartment owner shall sell the apartment to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the

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option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser upon demand of the apartment owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall be entitled to recover his reasonable attorneys' fees and court costs incurred.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following determination of the sale price.

(4) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwith-

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standing disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the apartment owners.

13.4 Mortgage. No apartment owner may mortgage his apartment nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

13.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of an apartment unit without complying with the provisions of this section, and without the approval of the Association.

13.6 Unauthorized transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13.7 Recording approval. Whenever in this section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of an apartment, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the Deed or mortgage, as appropriate.

13.8 Notice of lien or suit.

(a) An apartment owner shall give notice, in writing to the Association of every lien upon his apartment other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner shall receive knowledge of notice thereof.

(c) Failure to comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial sale.

13.9 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any apartment, and such approval shall

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not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this section.

13.10 Anything herein to the contrary notwithstanding, at such time as the Developer no longer has the right to designate the membership of the Board of Directors of the Association, or a majority of the membership of the Board of Directors, the approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors comprised of the Directors elected from the Condominium wherein the apartment to be sold, leased or otherwise transferred is located, and the action of such committee shall, for the purposes of this article, constitute the action of the Association.

14. Purchase of apartments by Association. The Association shall have the power to purchase apartments subject to the following provisions:

14.1 Decision. The decision of the Association to purchase an apartment shall be made by its Directors, without the necessity of approval by its membership, except as is hereinafter expressly provided for.

14.2 Limitation. If at any time the Association shall be the owner or agreed purchaser of three (3) or more apartments in the Condominium, it may not purchase any additional apartments therein without the prior written approval of seventy-five (75%) percent of the members eligible to vote. If at any time the Association shall be the owner or agreed purchaser of an aggregate of ten (10) or more apartments in all of the Condominiums administered and operated by it, it may not purchase any additional apartments without the prior written approval of seventy-five (75%) percent of the members eligible to vote. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the apartment plus the amount due the Association, nor shall the limitation of this paragraph apply to apartments to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

15. Right of Developer. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any apartment unit which the Association shall have the right to purchase upon the same price and at the same terms available to the Association, such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all apartments in the Condominium, or until two (2) years after the recordation of this Declaration, whichever shall first occur.

16. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in

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addition to the remedies provided by the Condominium Act:

16.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment of its appurtenances, or of the common elements, by the apartment owner.

16.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorneys' fees as may be awarded by the Court, provided, however, no attorneys' fees shall be recovered against the Association in any such action.

16.3 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

17. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

17.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning apartments in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by persons owning not less than ten (10%) percent of the apartments in the Condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act, the Vice-President elected by the Directors from the Condominium, or, in the event of his refusal or failure to act, then the Board of Directors, shall call a meeting of those members of the Association owning apartments in the Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

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(a) Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and not less than fifty-one percent (51%) of the apartment owners; or

(b) Not less than sixty-six and two-thirds percent (66 2/3%) of the votes of all of the apartment owners in the Condominium; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed.

(d) Until the first election of Directors from the Condominium by the apartment owners, this Declaration of Condominium may be amended by the Developer by recording such amendment in the Public Records of Broward County, Florida, and no meeting of the Condominium unit owners nor any approval thereof need be had, provided the amendment does not increase the number of Condominium units nor alter the boundaries of the common elements beyond the extent provided for under the provisions of Section 3 hereof.

17.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the Lessor under the terms of the Ninety-Nine Year Lease, unless the Lessor shall join in the execution of such amendment, nor shall any amendment make any change which would in any affect any of the rights, privileges, powers, and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment.

17.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Broward County, Florida.

18. Termination. The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

18.1 Destruction. If it is determined as elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

18.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. Notice

of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of owners of not less than seventy-five (75%) percent of the common elements, and the approval of all record owners of mortgages upon the apartments, are obtained at the meeting or within thirty (30) days thereafter, then the approving owners shall have an option to buy all of the apartments of the owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an owner of an apartment unit, or of a mortgage encumbering an apartment unit, shall be irrevocable until expiration of the aforesaid option to purchase the apartment of owners not so approving, and if the option to purchase such apartment is exercised, then such approval shall be irrevocable. The option to purchase the apartments of units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sales price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the condominium unit, and the mortgagee thereof shall be agreeable, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

18.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Broward County, Florida.

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18.4 Shares of owners after termination. After termination of the Condominium the apartment owners shall own the Condominium property and all assets of the Association attributable to the Condominium as tenants in common in undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

18.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

19. Severability. The invalidity in whole or in part of any covenant of restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 18 day of AUGUST, 1974.

REALTY INVESTMENT AND DEVELOPMENT CORPORATION

By: [Signature]  
Attest: [Signature]  
Secretary



Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]  
STATE OF FLORIDA }  
COUNTY OF DADE } SS

BEFORE ME, the undersigned authority, personally appeared PHILIP PEARLMAN and SEYMOUR A. BIRKOV President and Secretary respectively of REALTY INVESTMENT AND DEVELOPMENT CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at North Miami Beach, County of Dade, State of Florida, this 18th day of August, 1974.

[Signature]  
NOTARY PUBLIC, State of Florida  
At Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 21, 1975



REC 5061 MAR 037



**EXHIBIT A TO THE  
DECLARATION OF CONDOMINIUM OF  
WATERGATE CONDOMINIUM NO. 3**

This document was prepared by:  
**NORMAN H. GOLDSTEIN**  
Law Office of  
Officer, Fawcett, Estlin & Schwab  
Professional Association  
2632 N.E. 13th Street  
North Miami Beach, Florida 33162

Undivided share in the land and other common elements and in the common surplus which are appurtenant to each condominium unit apartment, expressed in percentage:

<u>APARTMENT NUMBER</u>	<u>PERCENTAGE - Each</u>	<u>TOTAL</u>
102, 202, 302, 402, 111, 211, 311, 411.	1.8925	15.1400
105, 205, 305, 405, 106, 206, 306, 406, 107, 207, 307, 407, 108, 208, 308, 408.	1.9385	31.0160
201, 301, 401.	1.9531	5.8593
212, 312, 412.	1.9725	5.9175
104, 204, 304, 404, 110, 210, 310, 410, 109, 209, 309, 409, 103, 203, 303, 403.	2.6292	42.0672
	<b>TOTAL</b>	<b><u>100.0000%</u></b>

525001 000000

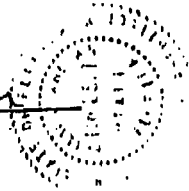
EXHIBIT B TO THE  
DECLARATION OF CONDOMINIUM  
OF WATERGATE CONDOMINIUM NO. 3

ARCHITECT'S CERTIFICATION

I HEREBY CERTIFY: That the attached plan of Watergate Condominium No. 3 together with the wording in the Declaration of Condominium is a correct representation of the improvements described and that there can be determined therefrom, the identification, the location and dimensions and the size of each Condominium Unit, Common Elements and Limited Common Elements.



PHILIP PEARLMAN  
Registered Architect  
State of Florida



5001 00914

EXHIBIT B

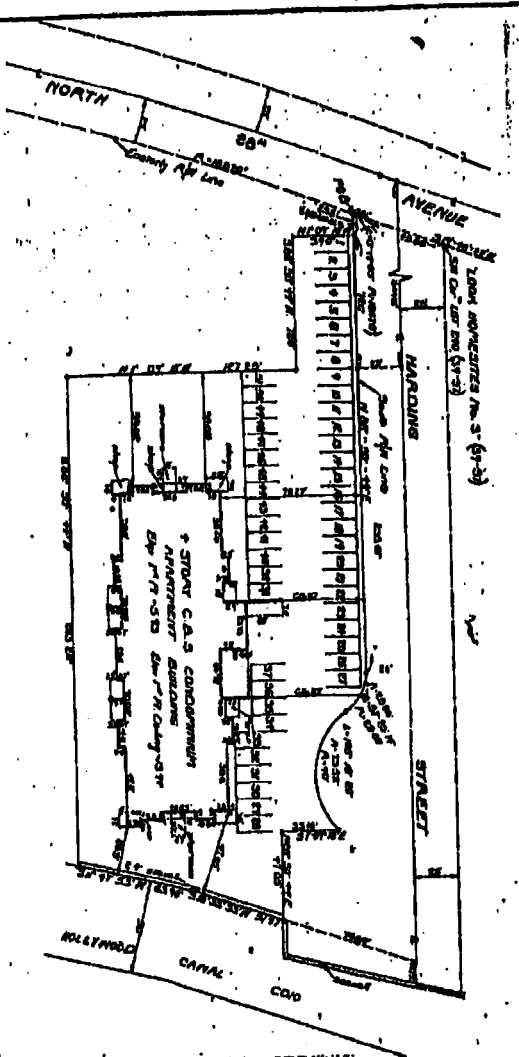


EXHIBIT B  
 SCHWENKE-SUSKIN & ASSOCIATES, INC.  
 1115 N. W. 11th St.  
 Fort Lauderdale, Florida 33304  
 Phone: (305) 441-1115  
 Fax: (305) 441-1116



**NOTICE**  
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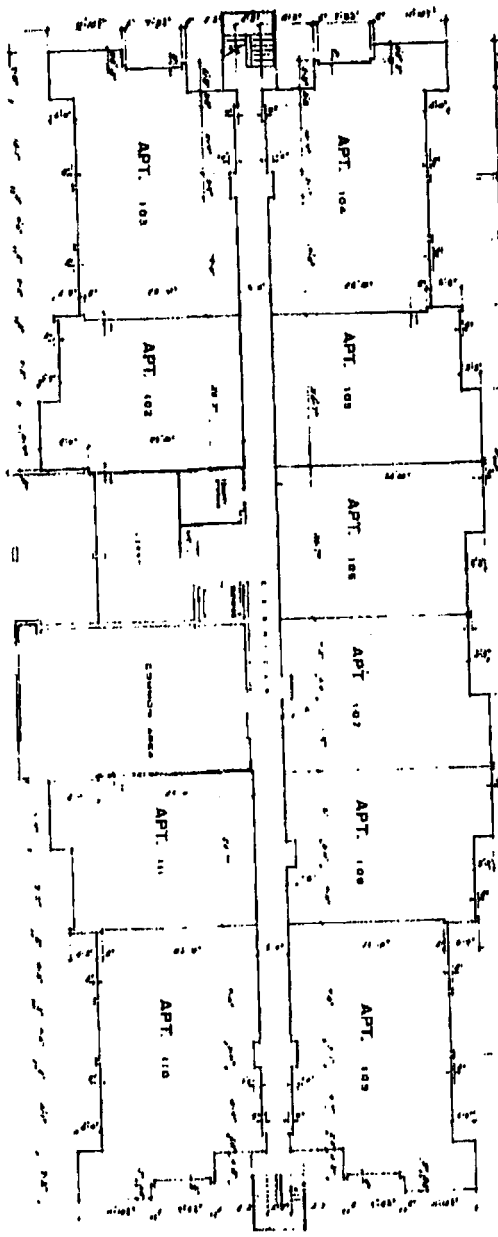
98-5301 REC 940

NO.	DATE	DESCRIPTION
1		
2		
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10		

**SKETCH OF SURVEY**  
 A PORTION OF THE SOUTH 1/4 OF THE SEVENTEENTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 31 SOUTH, RANGE 8 EAST, CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

**SCHWENKE-SUSKIN & ASSOCIATES, INC.**  
 1115 N. W. 11th St.  
 Fort Lauderdale, Florida 33304  
 Phone: (305) 441-1115  
 Fax: (305) 441-1116

EXHIBIT B



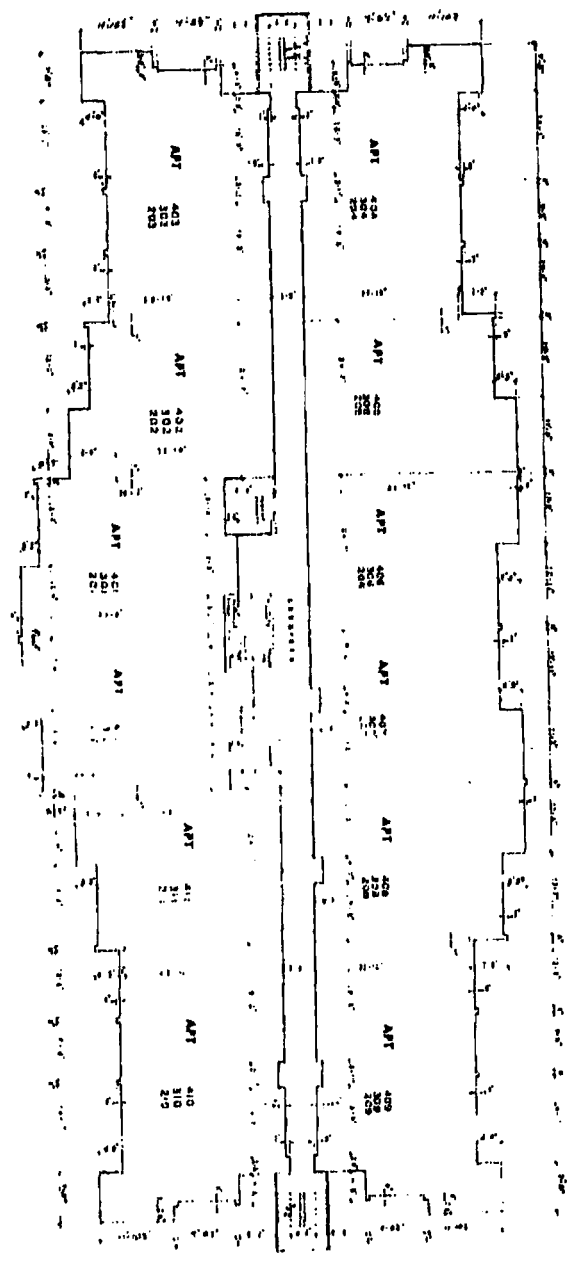
APR 101	APR 102	APR 103	APR 104	APR 105	APR 106	APR 107	APR 108	APR 109	APR 110
APR 101	APR 102	APR 103	APR 104	APR 105	APR 106	APR 107	APR 108	APR 109	APR 110

FLOOR PLAN

REC 5001 7-13-94

STATE OF TEXAS  
 COUNTY OF DALLAS  
*[Signature]*  
 Notary Public

EXHIBIT A



3rd FLOOR PLAN

REC-5061-942

Notary Public for the State of Tennessee

72-145389

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
WATERGATE CONDOMINIUM NO. 3

This Instrument Was Prepared By:  
NORMAN H. GOLDSTEIN  
Law Offices of  
Goldstein, Franklin & Schrank  
Prof. & Associates, P.A.  
2020 N.E. 14th Street  
North Miami Beach, Florida 33162

THIS AMENDMENT to the Declaration of Condominium of Watergate No. 3, a  
Condominium according to the Declaration of Condominium having been recorded  
under Official Records Book 5001 at Page 914 of the Public Records of Broward  
County, Florida.

WITNESSETH:

WHEREAS, portions of Exhibit D of the aforementioned Declaration of  
Condominium known as the ByLaws of Watergate Condominiums Association, Inc.  
were inadvertently omitted at the time of recordation and

WHEREAS, other unrelated portions were inadvertently inserted into the  
aforementioned Exhibit D, at time of recordation

NOW THEREFORE, Exhibit D, known as the ByLaws to the said Declaration of  
Condominium be and is hereby amended by substituting therefore the Amended  
Exhibit D attached hereto.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed  
in its name by its undersigned officers this 26th day of October, 1972.

REALTY INVESTMENT AND DEVELOPMENT CORPORATION

BY: Philip Pearlman  
President

ATTEST: Seymour A. Binkov  
Secretary

STATE OF FLORIDA )  
                          )ss  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared PHILIP PEARLMAN and SEYMOUR  
A. BINKOV, to me well known to be the individuals who executed the foregoing Amendment  
as President and Secretary, respectively of the above named Realty Investment and  
Development Corporation, a Florida corporation, and severally acknowledged to and  
before me that they executed such instrument as such President and Secretary res-  
pectively of said Corporation, and that the Seal affixed to the foregoing instrument  
is the Corporate seal of said corporation, and that it was affixed to said instru-  
ment by due and regular Corporate authority, and that said instrument is the free  
act and deed of said Corporation.

WITNESS my hand and official seal the day and year last above written.

Philip Pearlman  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 11/16/73



72 NOV 1 AM 11:01

REF 5012 pg 279

24.00

EXHIBIT D

BY-LAWS  
of  
WATERGATE CONDOMINIUMS ASSOCIATION, INC.  
a corporation not for profit  
under the laws of the State of Florida

1. Identity. These are the By-Laws of Watergate Condominiums Association, Inc., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 711, Florida Statutes 1963, hereinafter referred to as the "Condominium Act".

1.1 The office of the Association shall be at 2001 Taft Street, Hollywood, Florida.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the corporation, the word, "Florida", the words "corporation not for profit", and the year of incorporation.

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the Association at 8:00 p.m. on the second Thursday of November of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one percent (51%) of the votes of the entire membership, provided, however, until Realty Investment and Development Corporation, hereinafter called the "Developer", has closed upon the sales of all of the condominium apartment units to be located in the Watergate Condominium Complex, hereinafter referred to as "Condominium Units", or until the Developer elects to terminate its control of the Association, or until one (1) year from the date the Declaration of Condominium for the last condominium to be created at Watergate Condominiums has been recorded, whichever occurs first, no special members' meetings shall be called or convened, except with the consent and approval of the Developer.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than seven (7) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

REC-5042 MAR 280

2.5 Voting.

(a) In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

(b) If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until one (1) year from the date the Declaration of Condominium for the last Watergate Condominium is recorded, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

REC-5042 MAR 28 1981



### 3. Directors:

3.1 Membership: The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, except as may be otherwise specifically provided. The first Board of Directors shall consist of three (3) Directors, and any vacancies occurring in the said Board prior to the first regular election of Directors shall be filled by the remaining Directors. Until the first regular election of Directors the members of the Board need not be members of the Association. At the first regular election of Directors each Condominium operated by the Association shall elect three (3) members to the Board of Directors, who shall be members of the Association, and until such time as Realty Investment and Development Corporation, hereinafter called the "Developer", elects to terminate its control of the Association, or until the annual membership meeting taking place two (2) years after the Declaration of Condominium of the last Watergate Condominium has been recorded, whichever occurs first, the Developer shall designate and appoint as members of the Board of Directors a number of Directors equal to those elected by the members, plus one (1). It is the express intent and purpose of this provision that until the Developer elects to relinquish control of the Association, or until the annual membership meeting taking place two (2) years after the Declaration of Condominium of the last Watergate Condominium has been recorded, the Developer shall have control of the Association. The members of Board designated and appointed by the Developer need not be members of the Association.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, subject to the provisions of sub-paragraph 3.2 (g) hereof.

(b) The Board of Directors may, at its discretion, designate nominating committees of not less than three (3) nor more than five (5) members each, one such committee for each of the Condominiums administered by the Association. In the event the Board shall elect to designate such committees, such designation shall be made not less than thirty (30) days prior to the annual election meeting, and each such committee shall be charged with the duty of nominating one person for each Director to be elected from the Condominium represented by the nominating committee, provided, however, additional nominations from apartment owners in each Condominium for the Directors to be elected from such Condominium shall be received from the floor prior to elections at the annual election meeting.

(c) For the purpose of expediting and simplifying procedures, the annual membership meeting and election of Directors may be held in several parts, or sub-meetings, one such part or sub-meeting to be held for each of the Condominiums administered by the Association, wherein the Directors to be elected from each such Condominium shall be selected.

(d) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled from the Condominium wherein he owns an apartment unit. There shall be no cumulative voting.

REC-5012 MAR 28 1982

(e) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors from the Condominium that had elected the Director to the vacated seat.

(f) Any Director may be removed by concurrence of two-thirds of the vote of the apartment owners in the Condominium from which he had been elected at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning apartments in such Condominium at the same meeting.

(g) Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place two (2) years after the Declaration of Condominium of the last Watergate Condominium has been recorded, whichever occurs first, the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any Director originally appointed by it.

3.3 The term of each director's service, subject to the provisions of 3.2 (f) and 3.2 (g) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 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 shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.10 Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

3.12 The order of business at Directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds of the entire membership of the Association, provided, Directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and those By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

(a) To enter into a Ninety-Nine Year Lease on recreation area, in behalf of and in the name of the Association.

(b) To enter into a long-term management contract, providing for the management of condominium property and of the recreation area.

(c) To enter into contracts for the purpose of making available to the owners of condominium units and the residents of the condominium apartment buildings such services as, but not limited to, door man and automobile parking; maid service; security alarm system and the like, provided, however, that the term or period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party. No such contract shall impose any involuntary monetary obligation or assessment upon any resident of a condominium building or upon the Association, but shall serve only to make available such services at the election and option of the user.

REC-5012 MAR-284

## 5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, one (1) Vice-President from each of the condominiums administered by the Association, who shall be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, excepting that the Vice-President from each of the condominiums administered by the Association shall be elected by the three (3) Directors from each such condominium from amongst their number. There may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, nor shall the President or a Vice-President also be Secretary or an Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds of the Directors present at any duly constituted meeting, excepting for a Vice-President, who may be removed only by the vote of the other two (2) Directors elected from his condominium at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the officer to the office so vacated.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 Each Vice-President shall act as Chairman of a committee of the Board, one (1) such committee to be created for each of the condominiums administered by the Association for the purpose of dealing with matters peculiar to and solely the concern of such condominium, the remaining members of such committee to consist of the other Directors elected to the Board by such condominium. Any Vice-President may be elected by a majority of the members present at any duly constituted meeting to exercise the powers and duties of the President in the event of the President's absence or disability. The Vice-Presidents shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

5.4 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 notice to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or Director.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declarations of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. A separate account shall be maintained for each condominium administered by the Association. Receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e) Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The Board of Directors shall adopt a budget for each condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves for such condominium.

REC-5042 REC-286

6.3 Assessments: Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Apportionment of expenses. Costs and expenses attributable to or to be shared by more than one of the condominiums administered by the Association, such as, but not limited to, the maintenance of recreational area, the cost of maintaining facilities or services shared by more than one condominium, and the costs of labor or services wherein the labor or services are being provided to more than one condominium, shall be equitably apportioned by the Board of Directors to the condominiums sharing such services, labor, or other benefits, and to whom such costs and expenses are attributable, and the proportionate share attributable to a condominium shall constitute a portion of its common expenses. Where benefits, services or labor are being shared on a substantially equal basis by condominiums, such as the cost of maintaining the recreational area leased under a Ninety-Nine Year Lease, the basis of determining the proportionate share of such costs to each condominium shall be computed by multiplying the total cost by a fraction, the numerator of which shall be the total number of condominium apartment units in the Condominium, and the denominator of which shall be the total number of apartments in the condominiums to which such common costs and expenses are attributable.

6.5 Acceleration of assessment installments upon default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors, provided that a Management Agreement may include in its provisions authority in the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.7 Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association

tion funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

6.8 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board to the extent that it applies to the condominium wherein the member owns an apartment unit.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members of each of the condominiums administered by the Association; or

(b) Not less than seventy-five percent (75%) of the votes of the entire membership from each of the condominiums administered by the Association; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all apartment owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

(d) Until the first election of Directors, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with The Condominium Act, the Articles of Incorporation, or any of the provisions of the Declarations of Condominium. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in the Watergates' Condominiums. No amendment shall make any change which

SEE 5042 MR 285

would in any way affect any of the rights, privileges, powers and options of the Lessor under the terms of the Ninety-Nine Year Lease, unless the Lessor shall join in the execution of such amendment, nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment.

8.2 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

9. Management Agreement. Simultaneously with the adoption of these By-Laws, the Association, by and through its original Board of Directors and Officers, has entered into an agreement with WATERGATE MANAGEMENT COMPANY, INC., a Florida corporation. Each apartment owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if they had executed said Management Agreement for the purposes therein expressed. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association are owners of some or all of the stock of the said Management Company, and that such circumstance shall not be construed or considered as a breach of their duties and obligations to the Association, nor as grounds for the invalidation of the Management Agreement in whole or in part.

10. The Declaration of Condominium of the last WATERGATE CONDOMINIUM shall be deemed to have been recorded when either of the following events shall have occurred, to-wit:

(a) The Developer, its successors or assigns, shall file a certificate in the Public Records of Broward County, Florida, certifying that it has executed and caused to be recorded in the Public Records of said County the Declaration of Condominium of the last WATERGATE CONDOMINIUM to be created; or

(b) A period of three (3) years shall have elapsed from the date upon which the Declaration of Condominium of a WATERGATE CONDOMINIUM shall have been recorded in the Public Records of Broward County, Florida, without the Declaration of Condominium of another WATERGATE CONDOMINIUM having been recorded.

The foregoing were adopted as the By-Laws of WATERGATE CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 1st day of November, 1971.

  
SECRETARY

Approved:

  
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

REF 5042 PAGE 289



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CERTIFICATE

This document shall certify that the First Amendment to the Declaration of Condominium of WATERGATE CONDOMINIUM NO. THREE was duly adopted and approved by sixty-six and two-thirds (66 2/3%) percent of the members of the Board of Directors of WATERGATE CONDOMINIUMS ASSOCIATION, INC. and fifty-one (51%) percent of the units owners in WATERGATE CONDOMINIUM NO. ~~ONE~~ <sup>Three</sup> ~~ONE~~ <sup>W.F.</sup>

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IN WITNESS WHEREOF, WATERGATE CONDOMINIUMS ASSOCIATION, INC., has this 28 day of January, 19 80, caused these presents to be signed in its name by its President and its corporate seal affixed.

ATTEST:

WATERGATE CONDOMINIUMS ASSOCIATION, INC.  
a Florida non-profit corporation.

Abraham I. Kaff  
Secretary

By: Meysa Fogel  
President  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF DADE  
Danward

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Meysa Fogel and Abraham I. Kaff, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of WATERGATE CONDOMINIUMS, INC., a Florida non-profit corporation, and they severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

REF 8793 MAR 1

WITNESS my hand and official seal this 28<sup>th</sup> day of January, 1980.

John A. ...  
NOTARY PUBLIC STATE OF FLORIDA  
AT LARGE

My Commission Expires:

1448A

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES JULY 11 1983  
SCURANK AND KAGAN  
A PROFESSIONAL ASSOCIATION  
501 WASHINGTON FEDERAL TOWER  
632 NORTHEAST 167TH STREET, NORTH MIAMI BEACH, FLORIDA 33165 (305) 663-3700

67

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WATERGATE CONDOMINIUM NO. 3

THIS AMENDMENT to the Declaration of Condominium of Watergate Condominium No. 3, said Declaration having been recorded in Official Records Book 5001, at Page 914, of the Public Records of Broward County, Florida, and amended by Amendments recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Broward County, Florida.

W I T N E S S E T H:

WHEREAS, the WATERGATE CONDOMINIUMS ASSOCIATION, INC., on behalf of the unit owners, has entered into an Agreement to purchase the Recreation Area located at the Watergate Condominium Complex including that property presently encumbered by the Ninety-Nine (99) year Year Lease referred to in the aforescribed Declaration of Condominium; and

WHEREAS, it is necessary that the said Declaration of Condominium be amended in certain regards to provide for such purchase and the payment of the purchase price set forth therein; and

WHEREAS, the procedures set forth in Paragraph 17 of said Declaration of Condominium have been fully complied with in each and every respect whereby at a Special Meeting of the unit owners validly held on MARCH 19, 1979, a proposal for this Amendment to the Declaration adopted by a majority of the Board of Directors at a regularly constituted meeting was approved by the votes of not less than fifty-one (51%) per cent of the unit owners in the Condominium and said Amendment was approved by not less than a sixty-six and two-thirds (66 2/3%) per cent vote of the entire membership of the Board of Directors of the Condominium Association at a regularly constituted meeting held on FEBRUARY 26, 1979.

2/14/79

EAS/gj

NOW, THEREFORE, the said Declaration of Condominium shall be and is hereby amended as follows:

1. Subparagraph 2.7 shall be amended to hereinafter read as follows:

"2.7 Recreation Area means those lands which are subject to and more particularly described in the Ninety-Nine (99) Year Lease which is attached as Exhibit "R" hereto, and such additional lands as may be included within the purview of said Lease in the future, together with those lands which are subject to and more particularly described in the Recreation Area Purchase Agreement which has been recorded in O.R. Book 8786, Page 646, Public Records of Broward County, Florida, which is hereby incorporated by reference as Exhibit "R" as though attached hereto and made a part hereof. Additional recreational facilities may be included within the common elements, but for the purposes of the Declaration shall not be included within the definition of 'Recreation Area'." M-F

2. Subparagraph 2.8 (b) shall be amended to hereinafter read as follows:

"(b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, Recreation Area, and of the portions of the units, if any, to be maintained by the Association."

3. Subparagraph 2.8 (g) shall be added to hereinafter read as follows:

"(g) The payments due and obligations imposed pursuant to the Recreation Area Purchase Agreement and the Recreation Area Note and Mortgage hereinafter described,"

4. Subparagraph 2.8 (h) shall be added to hereinafter read as follows:

"(h) Payments due and obligations imposed pursuant to the Indemnification and Hold-Harmless Agreement are attached hereto as Exhibit "G" to Recreation Area Purchase

Agreement; said Agreement has been recorded in O.R. Book 8786, Page 646 Public Records of Broward County, Florida, and is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof. Subparagraph 2.9 shall be amended to hereinafter read as follows: M-F

after read as follows:

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LAW OFFICES OF  
SCHANK AND EAGAN  
A PROFESSIONAL ASSOCIATION  
SUITE 501 WASHINGTON FEDERAL TOWER  
833 NORTHEAST 157TH STREET, NORTH MIAMI BEACH, FLORIDA 33161 (305) 653-0700

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"2.9 Condominium means all of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights-of-way appurtenant thereto intended for use in connection with the Condominium other than the 'Recreation Area'."

6. Subparagraph 2.12 shall be added to hereinafter read as follows:

"2.12 Recreation Area Purchase Agreement

means that certain Agreement which has been recorded in O.R. Book 8786, Page 646, Public Records of Broward County, Florida, which is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof, together with all Exhibits attached thereto." M.F.

7. Subparagraph 2.13 shall be added to hereinafter read as follows:

"2.13 Recreation Area Note and Mortgage means that certain Recreation Area Note and Recreation Area Mortgage attached hereto as Exhibits "C" and "D", respectively to the Recreation Area Purchase Agreement; which Agreement has been recorded in O.R. Book 8786, Page 646, Public Records of Broward County, Florida, which is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof." M.F.

8. Subparagraph 2.14 shall be added to hereinafter read as follows:

"2.14 Indemnification Agreement means that certain Indemnification and Hold-Harmless Agreement attached hereto as Exhibit "G" to the Recreation Area Purchase

Agreement; which Agreement has been recorded in O.R. Book 8786, Page 646, Public Records of Broward County, Florida, which is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof." M.F.

9. Subparagraph 2.15 shall be added to hereinafter read as follows:

"2.15 Recreation Area Purchase Documents mean that Recreation Area Purchase Agreement, Recreation Area Note and Mortgage, and Indemnification Agreement as aforesaid."

10. Subparagraph 3.5 shall be amended to hereinafter read as follows:

"3.5 Recreation Area A Recreation Area has been leased by the Association as agent for the apartment owners and as agent for the apartment owners in other Watergate Condominiums heretofore created or hereafter to be created pursuant to the provisions of the Ninety-Nine (99) Year Lease. The Recreation Area shall be administered by the Association and shall be available for the use of apartment owners without discrimination and without charge except where specifically authorized by this Declaration, except that the Association may adopt regulations providing for charging for exclusive use of the facilities by an apartment owner from time to time if such exclusive use is made available to all apartment owners, and the Association may further adopt regulations providing for a surcharge for the use of such facilities by guests of the owners. Use of the recreational facilities shall be pursuant and subject to the provisions of the Ninety-Nine (99) Year Lease. Additional recreational facilities may be owned as common elements, and such additional facilities shall be administered by the Association in the same manner as the leased area. In addition thereto, the Recreation Area, including the recreation land subject to the aforescribed Ninety-Nine (99) Year Lease, is being purchased by the Association pursuant to the provisions of the

Page 646 reference, Recreation Area Purchase Agreement which has been recorded in O.R. Books 8786 Public Records of Broward County Florida, which is hereby incorporated by reference as Exhibit A, attached hereto, and made a part hereof. m.f.

Association, and shall be available for the use of the unit owners without discrimination and without charge as provided in this Declaration and further that the Association may adopt regulations providing for charging for exclusive use of the facilities by unit owners from time to time as such exclusive use is made available to all unit owners, and the Association may further adopt regulations providing for a surcharge for the use of such facilities by guests of the owners.

As various unit owners may not wish to avail themselves for the benefits of the Recreation Area Purchase

and prefer to continue recreation lease payments (including all costs of living escalation payments) provided for in the Ninety-Nine (99) Year Lease, and as additional security for the Recreation Area Mortgage, the Ninety-Nine (99) Year Lease shall be maintained and not cancelled by the Association until the Recreation Area Note and Mortgage, as aforescribed, is fully satisfied. All Ninety-Nine (99) Year Lease assessments, made under the Ninety-Nine (99) Year Lease shall belong to the Association, and for so long as the Recreation Area Note and Mortgage is not in default, the Association's obligation to the Grantor of the Recreation Area shall be for the aforescribed Recreation Area Note and Mortgage payment and payments made pursuant to the Indemnification Agreement. In the event of a default under the Recreation Area Note and Mortgage, whereby the Mortgagee shall be entitled to receive such Recreation Lease payments, the Recreation Area Note and Mortgage payments shall be credited towards the deficiency owed to the Lessor under the Recreation Lease for Recreation Lease payments accruing while the mortgage was not in default. Upon full payment and satisfaction of the Recreation Area Note and Mortgage all right, title and interest of the Lessor in and to the Ninety-Nine (99) Year Lease shall pass to the Association. If the Association elects at that time, the Recreation Lease may be cancelled. It is the intention of the Association and the Grantor that the interest of the Lessor and Lessee under the Ninety-Nine (99) Year Lease not be merged as a result of such purchase of the Recreation Area by the Association."

11. Paragraph 5 shall be amended to hereinafter read as follows:

"5. Liability for Common Expenses Each unit owner shall be liable for a proportionate share of the common

expenses, such share being the same as the undivided share in the common elements appurtenant to his unit. Such common expenses shall include that portion of the obligations and liabilities of the Association under the terms and provisions of the Ninety-Nine (99) Year Lease, the Recreation Area Purchase Agreement and the Recreation Area Note and Mortgage which is attributable to his condominium unit, except as limited as hereinafter provided."

12. Subparagraph 7.3 shall be amended to hereinafter read as follows:

"7.3 Recreation Area Maintenance, repair, replacement, alteration and improvement of the Recreation Area shall be by the Association at the Association's expense, pursuant to the terms of the Ninety-Nine (99) Year Lease, the Recreation Area Purchase Agreement and the Recreation Area Mortgage."

13. Subparagraph 7.2 shall be amended to hereinafter read as follows:

"7.2 Lien for Assessment The Association shall have a lien against each condominium unit for any unpaid assessments against the unit owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated; provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Broward County, Florida. Said lien shall be recorded among the Public Records of Broward County, Florida, by filing a claim therein which states the legal description of the apartment unit, the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs

incurred in recording and enforcing said lien, shall have been paid. Such Claims of Lien may be signed and verified by an officer of the Association, or by a managing agent of the Association or its attorney in fact. Upon full payment the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of institutional first mortgages or the Recreation Area Mortgage recorded prior to the date of recording the Claim of Lien, and all such liens may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure on the Mortgage on the real property. In any such foreclosure the owner of the apartment unit subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the liens securing same. In the event an institutional mortgagee of a first mortgage of record or mortgagee of a Recreation Area Mortgage shall obtain title to the apartment unit as a result of the foreclosure of a first mortgage or Recreation Area Mortgage, or in the event an institutional mortgagee as to a first mortgage of record or Recreation Area Mortgagee as to a Recreation Area Mortgage, shall obtain title to an apartment unit as a result of a conveyance in lieu of foreclosure of such first mortgage or Recreation Area Mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association, to the extent permissible by law, chargeable to the apartment, or the owner thereof, which becomes due prior to the acquisition of title by such institutional mortgagee, Recreational Area

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Mortgagee or purchaser at foreclosure sale, but shall be responsible for its proportionate share of the common expenses or assessments subsequent to acquiring title, except as provided in Paragraph 7.3(b) below with regard to the assessment for the purchase of the Recreation Area by the Association."

14. A Subparagraph 7.3 shall be added to hereinafter read as follows:

"7.3 Additional Assessments

(a) Each unit owner is hereby assessed the sum set forth in Exhibit "B" to the Recreation Area Purchase Agreement (which Agreement has been recorded in the Public Records of Broward County, Florida, and which is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof, as a contribution to the capital of the Association. The proceeds of such assessment shall be utilized by the Association for a capital acquisition, i.e.: to purchase the Recreation Area

which Agreement has been recorded in the Public Records of Broward County, Florida, which is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof

paid in cash, shall bear interest at a rate of six (6%) per cent per annum on the unpaid balance thereof, shall be payable in three hundred sixty (360) equal monthly installments of principal and interest with the first such monthly payment commencing February 15, 1980 and may be prepaid by a unit owner at any time as provided in said Recreation Area Purchase Agreement. Each unit owner executing an amended Pledge Agreement shall, unless or until a default occurs on the part of the Association in connection with the Recreation Area Note and Mortgage, be relieved of any assessment for the payment by the Association in connection with the Ninety-Nine (99) Year lease. If any unit owner executing an amended Pledge Agreement, as provided in the Recreation Area Purchase Agreement, fails to pay any assessments, or any installments thereon, the Grantor under said Recreation Area Purchase

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documents, in addition to all of the remedies provided by law and the Recreation Area Purchase Agreement, the Recreation Area Mortgage and the Indemnification Agreement, shall have a mortgage lien against the condominium unit of such defaulting owner for the remaining unpaid balance of such assessments, which may be thereupon accelerated and be due and payable in full, together with all interest thereon, and fees incurred in enforcing said lien and payment of said assessments. The foreclosure of said lien against a condominium unit owner for his proportionate share of monies shall not be considered or construed as a termination or cancellation of the Recreation Area Purchase Agreement or the Recreation Area Note or Mortgage in accordance with the terms of said agreements nor by operation of law. The mortgage lien herein provided shall be subordinate to the lien of any institutional first mortgage encumbering a condominium unit, as provided in the Recreation Area Mortgage. Any unit owner not executing an amended Pledge Agreement as provided in the Recreation Area Purchase Agreement shall be liable in full for his proportionate share of the Recreation Lease payments (including all costs of living escalation payment) due under the terms of the Ninety-Nine (99) Year Lease.

(b) If any institutional first mortgagee of record or other purchaser of a condominium parcel (unit) obtains title thereto as a result of the foreclosure of an institutional first mortgage, or where such institutional first mortgage accepts a deed to such condominium parcel in lieu of foreclosure, such acquirer shall remain obligated for that portion of the assessment attributable to such condominium unit as provided for herein accruing subsequent to the date such acquirer of title obtains title thereon. Upon foreclosure and/or acceptance of a deed in lieu of

foreclosure, by a mortgage, the Association shall reassess such unit for the assessment attributable to such unit remaining unpaid as of such date plus interest thereon accruing subsequent to the date of such conveyance; provided, that such assessment, if not paid promptly in cash, shall bear interest at a rate of six (6%) per cent per annum simple interest and may be paid in equal monthly installments, each such monthly installment (consisting of principal and interest) shall be in the amount set forth in Exhibit "B" to

In O.R. Book 8786, Page 646, the Recreation Area Purchase Agreement, which Agreement has been recorded in Public Records of Broward County, Florida, which is hereby incorporated by reference as Exhibit "F" as though attached hereto and made a part hereof, and each such M.F.

acquirer to title shall and does hereby consent to the imposition of such assessment."

15. A subparagraph 7.5 shall be added to hereinafter read as follows:

"7.5 Unit Owner Paid-Up License

(a) A unit owner who has fully paid the Recreation Area assessment attributable to that unit shall be deemed upon receipt of the payments by the Grantor under the Recreation Area Mortgage, to have been granted a Co-equal Possessory License which shall not: (1) grant to any such unit owner any right, title or interest in and to the fee simple title of the said Recreation Area, (2) grant to any such unit owner, his heirs and lawful assigns, any other right, license or privilege with respect to use of the Recreation Area except for recreational purposes in accordance with the reasonable rules or regulations of the owner of the fee simple title, or (3) grant to such unit owner any right to use of the Recreation Area except for its intended purposes and in the physical condition the owner of the fee simple title permits to exist at the time of use.

Any such Co-equal Possessory License shall not be a possessory right which is extinguished by foreclosure of the Recreation Area Mortgage. The lawful holder of such Co-equal Possessory License shall not be subject to additional assessment for the payment of the Recreation Area Note nor subject to any assessment for rent under the Ninety-Nine (99) Year Lease, but shall continue to be subject to assessments for common expenses for such Recreation Area for taxes, insurance, utilities and other maintenance expenditures, and under the Indemnification Agreement.

(b) Upon payment in full of said assessments, the Association shall deliver to the unit owner making such payment a receipt therefor, in recordable form, joined in by the Recreation Area Mortgagee, reflecting that no further assessments on account of the purchase price of the Recreation Area shall be made against the said unit. A copy of such SATISFACTION AND RELEASE FOR RECREATION AREA ASSESSMENT is attached hereto as Exhibit "G", and made a part hereof."

16. Subparagraph 13.11 shall be added to hereinafter read as follows:

"13.11 Any sale or conveyance of a condominium unit (or interest therein) which has not previously been pledged or hypothecated as additional security for the payment of such obligation by the unit owner or his predecessor in title having executed and recorded an Amended Pledge Agreement, a copy of which is attached to the Recreation Area Purchase Agreement as an Exhibit, shall be null and void unless said purchaser shall, on or before closing on said unit, execute and place of record such Amended Pledge Agreement, pledging and hypothecating said unit as additional

collateral for the Association's performance of its obligations under the Recreation Area Purchase Agreement and the Association shall not grant its approval, as provided herein, to any sale or other conveyance without the parties having first complied fully with this provision."

17. Subparagraph 17.3 shall be amended to hereinafter read as follows:

"17.3 Proviso Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of "all" mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the Lessor under the terms of the Ninety-Nine Year Lease, unless the Lessor shall join in the execution of such amendment, nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers, and/or options herein provided in favor of or reserved to the Grantor or Mortgagee under the terms of the Recreation Area Purchase Agreement and the Recreation Area Note or Mortgage unless such Grantor or Mortgagee joins in the execution of such Amendment.

22. Paragraph 20 shall hereinafter be added to read as follows:

"20. Authority of the Association to Purchase Recreation Area: Notwithstanding any provision in this Declaration of Condominium or any Exhibits attached hereto to the contrary:

(a) The Condominium Association shall have the full power, right, and authority to purchase the ,  
aforedescribed Recreation Area pursuant to the terms of the Recreation Area Purchase Agreement and the Exhibits attached thereto.

(b) Condominium Association directors and officers shall have the right to acquire the Recreation Area pursuant to the terms of the Recreation Area Purchase Agreement and the Exhibits attached thereto for and on behalf of the Condominium Association.

(c) In connection with the acquisition of the Recreation Area, the Condominium Association officers shall have the right to pledge the Condominiums and the Condominium Associations full faith and credit by signing the Mortgage and Mortgage Note, to execute the Indemnification Agreement, and to guarantee payment in conjunction with said purchase.

(d) The Condominium Association shall have the right to assess unit owners for their proportionate share of the recreation area purchase price, the Recreation Area Note and Mortgage, and the Indemnification Agreement.

(e) The Condominium Association shall have the right to charge against the general funds of the Condominium Association any monies necessary to make up payments in the event of shortages created by failure of unit owners to make monthly payments toward the unit owners portion

of the Recreation Area Note and Mortgage and to pay all costs and expenses under the Indemnification Agreement. The Condominium Association shall have the right to place a lien on a unit owner's apartment for such unit owner's failure to pay his obligations herein.

(f) The Condominium Association has the right to replenish the general funds of the Association in the event of shortages described above; to charge all owners of units their proportionate share of such shortage as a common expense.

(g) The Condominium Association has the right to foreclose upon a Condominium unit for failure of the individuals to pay their respective shares of such expenses as provided for under their Pledge Agreements."

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 15 day of NOVEMBER, 1979.

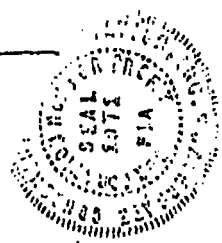
WATERGATE CONDOMINIUMS  
ASSOCIATION, INC.  
a Florida non-profit corporation

Attest:

Alan Bloom  
Secretary

By: Meyer Fogel  
President

(Corporate Seal)



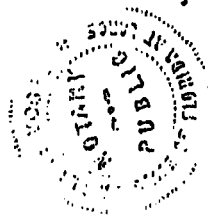
STATE OF FLORIDA)  
COUNTY OF DADE ) SS  
Brown

I, an officer duly authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that MEYER FOGEL and IDA BLOOM, the President and Secretary respectively of WATERGATE CONDOMINIUMS ASSOCIATION, INC., to me personally known this day acknowledged before me that they executed the foregoing Amendment as such officers of said Corporation, and that they affixed thereto the official seal of said Corporation, and I further certify that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

PH 8793 PAGE 15

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of November, 1979.

Helen Vogel  
Notary Public, State of Florida



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires September 15, 1980  
Bonded thru Peerless Insurance Co.

The undersigned Lessor does hereby join in and consent to the foregoing Amendment to Declaration of Condominium of Watergate Condominium No.

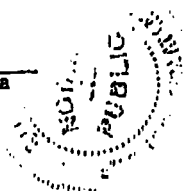
[Signature]  
[Signature]  
PHILIP PEARLMAN, Trustee

STATE OF FLORIDA)  
COUNTY OF DADE )SS

BEFORE ME, the undersigned authority, personally appeared PHILIP PEARLMAN, Trustee, to me well known and known to me to be the person who joined in the execution of the foregoing Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State last aforesaid this 22<sup>nd</sup> day of January, 1980.

[Signature]  
Notary Public, State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 11 1983  
BONDED THRU GENERAL INS. UNDERWRITERS



WATERGATE CONDOMINIUM SATISFACTION  
AND RELEASE OF RECREATION AREA  
ASSESSMENT

KNOW ALL MEN BY THESE PRESENTS: that the undersigned  
for and in consideration of the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS and other good  
and valuable considerations paid to the undersigned by

\_\_\_\_\_ the owner of the premises described below, acknowledges receipt  
of said sum in full payment of the special assessment for the  
purchase of Recreation Area Facilities as set forth in the  
Declaration of Condominium of Watergate Condominium #  
as Amended, being that portion of the purchase price attributable  
to the premises described below, and the undersigned does hereby  
release all liens, lien rights, claims or demands of any kind  
or nature whatsoever, arising out of said special assessment  
for the Recreation Area purchase which the undersigned might now  
or hereafter have into or against the premises described as:

Condominium Unit No. \_\_\_\_\_ WATERGATE CONDOMINIUM  
Building No. \_\_\_\_\_, according to the Declaration  
of Condominium thereof, recorded in O.P. BOOK  
Page \_\_\_\_\_ of the Public Records of  
Broward County, Florida, as amended, and that  
portion of the Common Elements appurtenant  
thereto.

IN WITNESS WHEREOF, the undersigned has caused these presents  
to be signed in its name by its President and its corporate seal to  
be affixed, attested by its Secretary this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, in the County of \_\_\_\_\_, State of Florida.

ATTEST:

WATERGATE CONDOMINIUMS  
ASSOCIATION, INC.

BY \_\_\_\_\_

Secretary,

BY: \_\_\_\_\_

President

STATE OF FLORIDA )  
                  ) SS:  
COUNTY OF        )

I, an officer duly authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, President and Secretary respectively of WATERGATE CONDOMINIUMS ASSOCIATION, INC., to me personally known, this day acknowledged before me that they executed the foregoing instrument as such officer of said Corporation, and that they affixed thereto the official seal of the said Corporation, and I further certify that I know the said persons making the said acknowledgment to be the individuals described in and who executed the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, the County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

My Commission Expires:

\_\_\_\_\_  
Notary Public

KNOW ALL MEN BY THESE PRESENTS, that the undersigned is the owner and holder of a certain Recreation Area Mortgage executed by WATERGATE CONDOMINIUMS ASSOCIATION, INC., to PHILIP PEARLMAN, TRUSTEE, bearing the date the \_\_\_\_\_ day of \_\_\_\_\_, 1978, recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the Clerk of the Circuit Court of Broward County, Florida, securing a certain Recreation Area Note in the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, with interest thereon as mentioned, and

WHEREAS, the owner of the aforescribed premises has requested the said Mortgage to release the premises hereinabove described from the lien and operation of the Mortgage.

NOW THEREFORE, the said PHILIP PEARLMAN, TRUSTEE in consideration of the payment of the portion of the principal obligation secured by the aforescribed premises, the receipt thereof is hereby acknowledged, does hereby release, remise, quit claim, exonerate and discharge from the lien and operation of the said Mortgage the aforescribed premises unto the said owner of the aforescribed premises, his heirs, and assigns forever.

IN WITNESS WHEREOF, the said PHILIP PEARLMAN, TRUSTEE has

718793  
MAY 18

set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1978,  
in the County of \_\_\_\_\_, State of Florida.

Witnessed:

\_\_\_\_\_  
\_\_\_\_\_

PHILIP PEARLMAN, Trustee (SEAL)

STATE OF FLORIDA )  
                          )  
COUNTY OF            )

I, an officer duly authorized to take acknowledgments, according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that PHILIP PEARLMAN, TRUSTEE, to me known personally this day acknowledged before me that he executed the foregoing instrument, and I further certify that I know the said person making the said acknowledgment to be the individual described in and who executed the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

\_\_\_\_\_  
Notary Public

My Commission Expires:

REC 8793 PAGE 19

AMENDMENT TO THE BY-LAWS

OF

WATERGATE CONDOMINIUMS ASSOCIATION, INC.,  
a corporation not for profit under  
the laws of the State of Florida

WHEREAS under Article VIII of the By-Laws of WATERGATE CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, an Amendment proposed by a majority of the Board of Directors at a regularly constituted meeting may be made to the By-Laws by securing not less than seventy-five (75%) percent of the votes of the entire membership of such Board of Directors and by securing not less than fifty-one (51%) percent of the votes of the entire membership from each of the Condominiums administered by the Association; and

WHEREAS, more than seventy-five (75%) percent of the votes of the entire Board of Directors at a regularly constituted meeting held on the 26th day of February, 1979, and reaffirmed on the 28th day of September, 1979, approved the adoption of the following Amendments to the By-Laws of the Association; and

WHEREAS, more than fifty-one (51%) percent of the votes of the entire membership from each of the Condominiums administered by the Association at a special meeting held on the 19th day of March, 1979, and reaffirmed on the 14th day of October, 1979, approved the adoption of the following Amendments to the By-Laws of the Association.

NOW, THEREFORE, the By-Laws of WATERGATE CONDOMINIUMS ASSOCIATION, INC., attached as Exhibit "D" to the Declarations of Condominium of those WATERGATE CONDOMINIUMS, Condominiums recorded in Official Records Book 4683, at Page 696; recorded in Official Records Book 4854, at Page 489; recorded in Official Records Book 5001, at Page 914; recorded in Official

RW:me  
0365A

LAW OFFICES OF  
SCHUBANK AND KAGAN  
A PROFESSIONAL ASSOCIATION  
SUITE 801, WASHINGTON FEDERAL TOWER  
633 NORTHEAST 187TH STREET, NORTH MIAMI BEACH, FLORIDA 33161 (305) 863-3700

118793 MAY 20

Records Book 5085, at Page 711; recorded in Official Records Book 5088, at Page 833; and recorded in Official Records Book 5089, at Page 81, of the Public Records of Broward County, Florida, as amended by any valid amendment to the current date, be and they are hereby amended as follows:

1. Subparagraphs 4(d), (e), (f), (g), (h), and (i) shall be added to hereinafter read as follows:

- "(d) To execute, enter into and perform all of the terms and conditions of any certain Recreation Area Purchase Agreement, Recreation Area Note, Recreation Area Mortgage, and Indemnification and Hold Harmless Agreement, together with all exhibits attached hereto and made a part hereof, as approved by the Board of Directors of the Association, for and on behalf of Watergate Condominiums Association, Inc.
- (e) To acquire legal title to the Recreation Area as provided for under the terms of the aforesaid Recreation Area Purchase Agreement.
- (f) To pledge the Condominium Association's full faith and credit by affixing its signature upon the aforesaid Recreation Area Purchase Agreement, the Recreation Area Note and Mortgage, and the Indemnification and Hold Harmless Agreement.
- (g) To assess the unit owners for their proportionate share of the Recreation Area purchase price, the Recreation Area Note and Mortgage, and the Indemnification and Hold Harmless Agreement.
- (h) To permit the Condominium Association to charge against the general funds of the Condominium Association any monies necessary to make up payments in the event of a shortage created by failure of unit owners to pay their allocable portion of the Recreation Area Note and Mortgage and to pay all costs and expenses under the Indemnification and Hold Harmless Agreement and to charge all unit owners with such charges as a common expense.
- (i) To permit the Condominium Association to foreclose on any condominium unit for failure of such unit owners to pay their respective shares of those charges and expenses provided for in Subparagraphs (f) and (g) above."

2. Subparagraph 8.1 shall be amended to hereinafter read as follows:

"8.1. Proviso. Provided, however, that no Amendment shall discriminate against any

condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No Amendment shall be made that is in conflict with The Condominium Act, the Articles of Incorporation, or any of the provisions of the Declarations of Condominium. No Amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in the Watergate Condominiums. No Amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the Lessor under the terms of the Ninety-Nine Year Lease, unless the lessor shall join in the execution of such Amendment, nor shall any Amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Grantor or Mortgagee under the terms of the afore-described Recreation Area Purchase Agreement or the Recreation Area Note or Mortgage unless the said Grantor or Mortgagee shall join in the execution thereof."

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and its corporate seal affixed hereto, this 7<sup>th</sup> day of January, 1980.

ATTEST:

Andrew Wall  
Secretary

WATERGATE CONDOMINIUMS ASSOCIATION, INC.  
a Florida non-profit corporation

By: Meyer Fogel  
President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Dade

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Meyer Fogel and Andrew Wall, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of WATERGATE CONDOMINIUMS, INC., a Florida non-profit corporation, and they severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 7<sup>th</sup> day of January, 1980.

Andrew Wall  
NOTARY PUBLIC STATE OF FLORIDA  
AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires September 15, 1980  
Headed thru Florida Insurance Co.

-3-

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**GRAHAM W. WATT**  
COUNTY ADMINISTRATOR

LAW OFFICES OF  
SCHANK AND EAGAN  
A PROFESSIONAL CORPORATION

1001 S.W. 10TH AVENUE, SUITE 1000, MIAMI BEACH, FLORIDA 33139

FILED 8/19/80 PAGE 22

83-067210

PREPARED BY &  
RETURN TO:

FRANK T. NEWMAN  
2450 Hollywood Blvd  
Suite 701  
Hollywood, Fla. 33020

**CERTIFICATE OF AMENDMENT  
OF THE DECLARATION OF CONDOMINIUM OF  
WATERGATE CONDOMINIUMS ASSOCIATION, INC.**

Mar 7 3 58 PM '83

KNOW ALL MEN BY THESE PRESENTS that the undersigned President and Secretary of the WATERGATE CONDOMINIUMS ASSOCIATION, INC., certify as follows:

At the annual meeting of the unit owners and the Board of Directors of the WATERGATE CONDOMINIUMS ASSOCIATION, INC., duly held in the auditorium of the Watergate Condominium, at 2801 Taft Street, Hollywood, Florida, at 8 p.m. on February 15, 1983, the following amendments to ARTICLE 12 and 13, of the Declaration of Condominium of WATERGATE CONDOMINIUMS, which Declaration appears among the Public Records of Broward County, Florida, as follows:

<u>Building No.</u>	<u>Date</u>	<u>Book No.</u>	<u>Page</u>	<u>Clerk's File No.</u>
1	November 19, 1971	4683	696	71-179081
2	May 5, 1972	4834	489	72-072781
3	September 25, 1972	5001	914	72-166557
4	December 11, 1972	5085	711	72-215509
5	December 13, 1972	5088	833	72-217426
6	December 13, 1972	5089	81	72-217518

were duly adopted by a vote of approval of more than 66 2/3% of the entire membership of the Board of Directors and approved by more than 51% of the unit owners of each of the aforesaid condominiums:

1. ARTICLE 12, USE RESTRICTIONS, sub-section 12.7, Lessing of Apartments, Page 14, shall be amended by adding after the first sentence thereof, the following language:

No unit shall be leased for less than four months, and not more than one lease per unit shall be permitted to commence in any twelve month period. Upon the approval of any lease by the Board of Directors, the prospective lessee shall deposit with the Condominium Association the sum of \$250.00 (which shall bear no interest) as security for any damage to condominium property and to secure lessee's observance of the Condominium documents.

2. ARTICLE 13, MAINTENANCE OF COMMUNITY INTERESTS, Sub-section 13.2, Approval by Association, sub-section "a(2)" thereof, Page 16, shall be amended by adding the following language:

Each prospective lessee must appear before a Screening Committee in person, at least 15 days prior to moving in. If prospective lessee lives out of town and finds it difficult to appear 15 days before, the Committee will mail papers to be filled in and returned immediately. However, said lessee still must appear in person, by appointment, at least one (1) day prior to move-in. No leases will be permitted to move in unless, and until, personally interviewed by the Committee. In the event lessee moves in without prior permission of the Board of Directors, the Association will take all necessary steps to evict the lessee, including litigation, and in such event, the lessee and the unit owner shall be responsible for all court costs and attorney fees incurred, including court costs and attorney fees on appeal.

The Screening Committee shall be made up of two directors from the building involved to screen the prospective lessees in that building.

3. ARTICLE 13, Sub-section 13.2, Sub-section "b(3) (d)" thereof, Screening Fee, Page 17, shall be amended to read as follows:

Screening Fee: The Association shall require the payment of a Fifty (\$50.00) dollar screening fee, together with the application for sale or lease, or for transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses in investigating the prospective buyer, lessee or transferee and changing the Association's records.

REC 1071187

WHEREFORE, WATERGATE CONDOMINIUMS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed by its duly authorized officers this 24th day of February, 1983.

WITNESSES:

[Signature]  
[Signature]

WATERGATE CONDOMINIUMS ASSOCIATION, INC.

By [Signature]  
Leyar Fogel, President

By [Signature]  
Ida Bloom, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, MEYER FOGEL and IDA BLOOM, the President and Secretary, respectively, of WATERGATE CONDOMINIUMS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers and who acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and the Secretary affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 24th day of February, 1983.

[Signature]  
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 15 1984  
BONDED THRU GENERAL INT. UNDERWRITERS

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

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**CERTIFICATE OF AMENDMENT  
OF THE DECLARATION OF CONDOMINIUM OF  
WATERGATE CONDOMINIUMS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS that the undersigned President and Secretary of the WATERGATE CONDOMINIUMS ASSOCIATION, INC., certify as follows:

At a special meeting of the unit owners and the Board of Directors of the WATERGATE CONDOMINIUMS ASSOCIATION, INC., duly held in the auditorium of the Watergate Condominium, at 2801 Taft Street, Hollywood, FL at 7:00 p.m. on May 15, 1989, the following amendments to ARTICLES 12 and 13, of the Declaration of Condominium of WATERGATE CONDOMINIUMS, which Declaration appears among the Public Records of Broward County, FL, as follows:

<u>Building No.</u>	<u>Date</u>	<u>Book No.</u>	<u>Page</u>	<u>Clerk's File No.</u>
1	11-19-1971	4683	696	71-179081
2	05-05-1972	4854	489	72-078781
3	09-25-1972	5001	914	72-166557
4	12-11-1972	5085	711	72-215509
5	12-13-1972	5088	833	72-217426
6	12-13-1972	5089	81	72-217518

were duly adopted by a vote of approval of more than 66 2/3% of the entire membership of the Board of Directors and approved by more than 66 2/3% of the unit owners, of each of the aforesaid condominiums:

1. ARTICLE 12, USE RESTRICTIONS, shall be amended to read as follows:

12. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

12.1 Apartments. Each of the apartment units shall be occupied only as a private dwelling subject to the provisions of this Declaration of Condominium. No apartment unit may be divided or subdivided into a smaller unit.

12.2 Common elements and limited common elements. The common elements and limited common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

12.3 Children. No persons who have not yet attained the age of ten (10) years shall be permitted to reside in any of the apartments. Children under such age may visit and temporarily reside in an apartment unit provided that the apartment resident shall also be in residence during such visit and provided such temporary residence shall not exceed thirty (30) days within any consecutive twelve month period.

12.4 Pets. No pets other than goldfish, tropical fish and the like, and such birds as canaries, parakeets and the like, shall be maintained or kept in any of the apartments, except that pet(s) kept or maintained in any apartments prior to June 1, 1989, may continue to be kept or maintained in said apartment(s).

12.5 Nuisances. No nuisance shall be allowed upon the Condominium property, not any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All

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PREPARED BY & ALAN J. JACOBSON  
688 NW 18TH AVE  
PLTM, FL 33017

parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the Condominium Property.

12.6 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.7 Leasing of Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guests. No leased apartment shall be occupied, permanently, or temporarily, by any person under the age of ten (10) years. No unit shall be leased for less than four months, and not more than one lease per unit shall be permitted to commence in any twelve month period. Upon the approval of any lease by the Association the prospective lessee shall deposit with the Condominium Association the sum of \$250.00 or an amount equivalent to one (1) month's rent, whichever is less (which shall bear no interest) as security for any damage to common elements or association property. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of any apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Declaration of Condominium, Charter and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.8 Signs. No "FOR SALE" or "FOR RENT" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements or apartments.

12.9 Parking spaces. No truck, recreational vehicle, or any commercial vehicle of any kind whatsoever shall be parked in any parking space except such temporary parking as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owners and residents.

12.10 Interior hallways. All doors between apartments and interior hallways shall be kept closed at all times when not being used for ingress and egress. Screen or screen doors on entrances between apartment units and interior corridors are prohibited.

12.11 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by this Declaration, the Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the Condominium.

2. Article 13, MAINTENANCE OF COMMUNITY INTERESTS, shall be amended to read as follows:

13. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

13.1 Transfers subject to approval.

(a) Sale. No apartment owner may dispose of any apartment or any interest in an apartment by sale without the prior written approval of the Association.

(b) Lease. No apartment owner may lease an apartment without the prior written approval of the Association.

(c) Gift. If any apartment owner shall acquire title by gift, the continuance of his ownership of his apartment shall be subject to the written approval of the Association.

(d) Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the written approval of the Association.

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the fore-going sub-sections, the continuance of his ownership of his apartment shall be subject to the written approval of the Association.

13.2 Approval by Association.

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to that Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application, a screening fee in the amount of Fifty (\$50.00) Dollars and such other information concerning the intended purchaser as the Association may reasonably require. As part of this Notice, the intended purchaser must schedule a personal interview with a Screening Committee selected by the Board of Directors. No decision shall be rendered as to this intended sale until the intended purchaser appears for the scheduled personal interview.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the proposed written lease agreement, which shall be on a written lease agreement form approved by the Association, a completed application, a screening fee in the amount of Fifty (\$50.00) Dollars, and such other information as the Association may reasonably require. As part of this Notice, the intended lessee must schedule a personal interview with a Screening Committee selected by the Board of Directors. No decision shall be rendered as to this intended lease until the intended lessee appears for the scheduled personal interview. In the event lessee moves in without prior written permission of the Association, the Association shall take all necessary legal acts, including, but not limited to seeking an injunction terminating this unauthorized tenancy, and in

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such event, the lessee and the unit owner shall be jointly and severally liable for court costs and for reasonable attorneys fees.

(3) Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, a certified copy of the instrument evidencing the owner's title, a completed application, a screening fee in the amount of Fifty (\$50.00) Dollars and shall schedule a personal interview with a screening committee selected by the Board of Directors.

(4) Failure to give notice. Any event transferring ownership or possession of an apartment which shall occur without the required prior notice having been given to the Association shall be void ab initio. The Association shall take any and all legal acts, including but not limited to injunctive relief, as may be necessary to terminate such prohibited transfer of ownership or possession. The Association shall recover its court costs and its reasonable attorney's fees.

(b) Certificates of Approval.

(1) Sale. If the proposed transaction is a sale, within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. Approval shall not be unreasonably withheld. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(2) Lease. If the proposed transaction is a lease then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. Approval shall not be unreasonably withheld. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in (non-) recordable form.

(3) Gift, devise or inheritance; other transfers. If the apartment 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 Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. Approval shall not be unreasonably withheld. If approved, the approval shall be stated in a certificate executed by any officer of the Association in recordable form.

(c) Approval of corporate owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner, purchaser or lessee of an apartment is a corporation, the approval of ownership or lease by the corporation, shall be conditioned upon all natural persons intending to occupy the condominium Unit receiving prior written approval from the Association for such occupancy.

(d) Screening Fees. The Association shall require the payment of a Fifty (\$50.00) Dollar screening fee, together with the application for sale or lease, or for transfer by gift, devise or inheritance, for the purpose of defraying the Association's

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expenses in investigating the prospective buyer, lessee or transferee and changing the Association's records.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail, return receipt requested, to the apartment owner an agreement to purchase the apartment signed by a purchaser approved by the Association, or an agreement to purchase signed in behalf of the Association by its President and attested by its Secretary, in which event the apartment owner shall sell the apartment to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail, return receipt requested, to the apartment owner a written agreement to purchase the apartment offered by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the receipt by the apartment owner of such agreement. In the absence of agreement as to fair market value, the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two licensed fee appraisers, experienced in the South Florida condominium market, appointed by the American Arbitration Association who shall base their determination upon the mean average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall be entitled to recover his reasonable attorney's

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fees and court costs incurred.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following determination of the sale price.

(4) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the apartment owners.

13.4 [DELETED]

13.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assignees, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

13.6 Unauthorized transactions. Any sale, or lease not authorized pursuant to the terms of this Declaration shall be void.

13.7 Recording approval. Whenever in this section an approval form is required of the Association it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the instrument representing the event for which the approval was given.

13.8 The approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors comprised of the Directors elected from the Condominium wherein the apartment to be sold, leased or otherwise transferred is located, and the action of such committee shall, for the purposes of this article, constitute the action of the Association.

WHEREFORE, WATERGATE CONDOMINIUMS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed by its duly authorized officers this 1<sup>st</sup> day of June, 1989.

WITNESSES:

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WATERGATE CONDOMINIUM ASSOCIATION, INC.

By *[Signature]*  
Bernard Goldstein, President  
By *[Signature]*  
Ruth Spivak, Secretary

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STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, Bernard Goldstein and Ruth Spivak, the President and Secretary, respectively, of WATERGATE CONDOMINIUMS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers and who acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and the Secretary affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 1<sup>st</sup> day of JUNE, 1989.

  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB 25, 1990.  
BONDED THRU GENERAL INS. UND.

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

BK16502PG.927

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CERTIFICATE OF AMENDMENT  
TO THE DECLARATIONS OF CONDOMINIUM OF  
WATERGATE CONDOMINIUM NOS. 1-6 AND  
THE ARTICLES OF INCORPORATION AND BY-LAWS OF  
WATERGATE CONDOMINIUMS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Watergate Condominium Nos. 1-6 and the Articles of Incorporation and Bylaws, Exhibits to the Declaration of Condominium of Watergate Condominium Nos. 1-6, as recorded in Official Records Books and Pages in the Public Records of Broward County, Florida as follows:

Building No.	Book No.	Page
1	4683	696
2	4854	489
3	5001	914
4	5085	711
5	5088	833
6	5089	81

were duly adopted in the manner provided.

IN WITNESS WHEREOF, we have affixed our hands this \_\_\_ day of \_\_\_\_\_, 1992, at \_\_\_\_\_, Broward County, Florida.

AUG 5 10 40 AM '92

WITNESSES  
 Sign *Alise Leiby*  
 Print ALISE LEIBY  
 Sign *Reggy Howell*  
 Print REGGY HOWELL

Watergate Condominium Association, Inc.  
 By: *Ralph Bigio*  
 Ralph Bigio, President  
 Address: 2891 Tuff Street  
Hollywood FL 33020

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

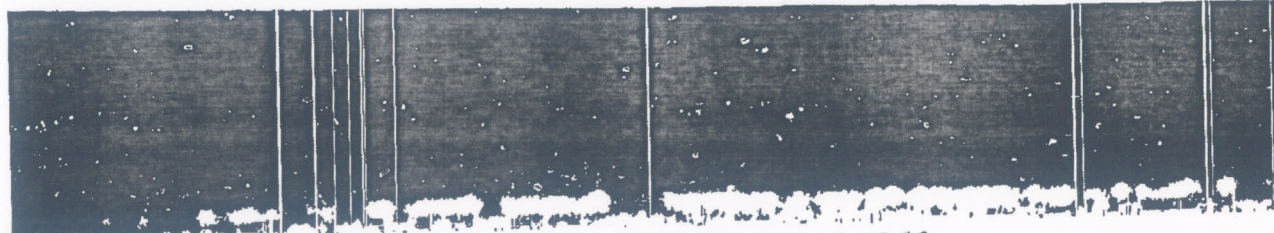
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1992, by Ralph Bigio, as President of Watergate Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did take an oath.

NOTARY PUBLIC:  
 SIGN *Hildred F. Nugget*  
 PRINT HILDRED F. NUGGET  
 State of Florida at Large  
 My Commission Expires:

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 BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-2057  
 TELEPHONE (305) 967-7500

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AMENDMENTS TO THE  
DECLARATIONS OF CONDOMINIUM OF  
WATERGATE CONDOMINIUM NOS. 1-6 AND  
THE ARTICLES OF INCORPORATION AND BY-LAWS OF  
WATERGATE CONDOMINIUMS ASSOCIATION, INC.

1. Article 2, Section 2.8(b) of the Declaration of Condominium is amended to read as follows:

Expenses of maintenance, operation, repair, protection or replacement of the common elements, limited common elements, Association property, Recreation Area, and of the portions of the units, if any, to be maintained by the Association, and the costs of carrying out the powers and duties of the Association. Common expenses also include reasonable transportation services, insurance for directors and officers and all other types of insurance pursuant to Article 10, Section 10.2 of this Declaration, road maintenance and operation expenses, in-house communications, security services, and pest control services to the units and common elements, which are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract.

2. Article 7, Sections 7.1(b) (1), (2) and 7.4 of the Declaration of Condominium are amended to read as follows:

(b) By the Apartment Owner. The responsibility of the apartment owner for maintenance, repair and replacement, shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the apartment owner shall be windows, window frames, screens, door frames and doors opening into or onto his apartment, conduits, pipes, plumbing and wiring serving only his apartment (wherever located), plumbing fixtures, electrical fixtures, appliances, air conditioner and heating equipment (wherever located), water heaters and built-in cabinets. The Apartment Owner shall also maintain, repair and replace, at his, her or its expense, all portions of a Hurricane Shutter, including such portion of the common elements to which the Hurricane Shutter is attached, which the Apartment Owner installs, which cost shall also include the cost of removal of same if necessary or required in order for the Association to maintain, repair, replace or protect the common elements or Association property.

(2) An apartment owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the prior approval, in writing, of the owners of record of fifty-one (51%) percent of the apartment units, and the approval of the Association, provided, however, that the Association shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Association pursuant to a duly adopted Board rule.

7.4 Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated in the Declaration,

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there shall be no material alteration or substantial addition to the further improvements of common elements without the prior approval, in writing, by record owners of sixty-six and two thirds (66 2/3%) percent of all apartment unit owners in the Condominium, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent. ~~This paragraph shall have no application to the right vested in the Developer pursuant to the provisions of paragraph 3.2 and 3.2(a) hereof.~~ The installation, replacement, and maintenance of hurricane shutters in accordance with the specifications adopted by the Board shall not be deemed a material alteration or substantial addition to the common elements.

3. Article 8, Sections 8.1, 8.2, 8.3 and 8.4 of the Declaration of Condominium are amended to read as follows:

8. Assessments. The making and collection of assessments against apartment owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

8.1 Liability for Assessments. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. However, a first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure shall be liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner only the maximum extent permitted by Florida Statute, Section 718.116(1)(a), as same may be amended or renumbered from time to time. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

8.2 Interest; Late Fee; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) five-(5) days after the date when due, shall not bear interest or late fees, but all sums not paid on or before ten (10) thirty-(30) days after the date when due shall bear interest at the maximum rate of interest allowed by law rate-of-ten-(10%) percent-per-annum from the date when due until paid, together with an administrative late fee in the highest amount permitted by law, or such lesser amount as the Board may, from time to time, determine by duly adopted rule, for each such delinquent assessment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any

administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

8.22 Lien for Assessment. The Association shall have a lien against each condominium unit for any unpaid assessments against the unit owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated; provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Broward County, Florida. Said lien shall be recorded among the Public Records of Broward County, Florida, by filing a claim therein which states the legal description of the apartment unit, the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such Claims of Lien may be signed and verified by an officer of the Association, or by a managing agent of the Association or its attorney in fact. Upon full payment the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of institutional first mortgages or the Recreation Area Mortgage recorded prior to the date of recording the Claim of Lien, and all such liens may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure on the Mortgage on the real property. In any such foreclosure the owner of the apartment unit subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the liens securing same. In the event an institutional mortgagee of a first mortgage of record or mortgagee of a Recreation Area Mortgage shall obtain title to the apartment unit as a result of the foreclosure of a first mortgage or Recreation Area Mortgage, or in the event an institutional mortgagee as to a first mortgage of record or Recreation Area Mortgage as to a Recreation Area Mortgage, shall obtain title to an apartment unit as a result of a conveyance in lieu of foreclosure of such first mortgage or Recreation Area Mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association, to the extent permissible by law, chargeable to the apartment, or the owner thereof, which becomes due prior to the acquisition of title by such institutional mortgagee, Recreational Area Mortgagee or purchaser at foreclosure sale, but shall be responsible for its proportionate share of the common expenses or assessments subsequent to acquiring title, except as provided in Paragraph 7.3(b) below with regard to the assessment for the purchase of the Recreation Area by the Association.

The Association has a lien on each condominium parcel for any unpaid assessments or installments thereon, with interest, late fees and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien, whether suit be brought or not. The lien is effective from and shall relate back to April 1, 1992.

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However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The claim of lien shall secure all unpaid assessments, interest, late fees, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage or real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the unit owner shall be required to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent, the expenses of the receiver to be paid for by the unit owner.

8.43 Additional Assessments. ...

4. Article 10, Sections 10.2(a)(3) and (f) of the Declaration of Condominium are added to read as follows:

(3) The word "building" in every hazard policy issued to protect a condominium building does not include unit floor coverings, wall coverings, or ceiling coverings and does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time.

(f) The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in an amount not less than the minimum sum required by law. All persons providing management services to the Association and required to be licensed pursuant to law shall provide the Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law. The cost of bonding such management persons may be reimbursed by the Association.

5. Article 12, Sections 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11 and 12.12 are amended to read as follows:

12.3 -- Children -- No persons who have not yet attained the age of ten (10) years shall be permitted to reside in any of the apartments. Children under such age may visit and temporarily reside in an apartment unit provided that the apartment resident shall also be in residence during such visit and provided such temporary residence shall not exceed thirty (30) days within any consecutive twelve month period.

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- 12.24 Pets. ...
- 12.25 Nuisances. ...
- 12.26 Lawful Use. ...

12.27 Leasing of Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guests. ~~No leased apartment shall be occupied, permanently, or temporarily, by any person under the age of ten (10) years. No unit shall be leased for less than four months, and not more than one lease per unit shall be permitted to commence in any twelve month period. Upon the approval of any lease by the Association the prospective lessee shall deposit with the Condominium Association the sum of \$250.00 or an amount equivalent to one (1) month's rent, whichever is less (which shall bear no interest) as security for any damage to common elements or association property. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of any apartment release or discharge the owner thereof for compliance with any of his obligations and duties as an apartment owner. All of the provisions of the Condominium Act, this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant or other invitee to the same extent as against an apartment owner, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit, and a & covenant upon the part of each such tenant to abide by the rules and regulations of the Association, the Declaration of Condominium, Charter, and By-Laws, and Condominium Act, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement and/or evict or otherwise remove the tenant or other invitee occupying a unit in the event of violations by the tenant or such other invitee of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and shall be deemed expressly incorporated into any lease of a unit, whether specifically expressed in such agreement or not.~~

- 12.28 Signs. ...
- 12.29 Parking Spaces. ...
- 12.210 Interior hallways. ...
- 12.1011 Regulations. ...
- 12.1112 Proviso. ...

6. Article 13, Sections 13.2(a)(1), (2), (3), (d) and 13.5 of the Declaration of Condominium are amended to read as follows:

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the that Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application, a screening fee in the amount provided below of Fifty (\$50.00) Dollars and such other information concerning the intended purchaser as the Association may reasonably require. As part of this Notice, the intended purchaser must schedule a personal interview with a Screening Committee selected by the

Board of Directors. No decision shall be rendered as to this intended sale until the intended purchaser appears for the scheduled personal interview.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the proposed written lease agreement, which shall be on a written lease agreement form approved by the Association, a completed application, a screening fee and security deposit in the amount provided below of Fifty-(\$50.00)-Dollars, and such other information as the Association may reasonably require. As part of this Notice, the intended lessee must schedule a personal interview with a Screening Committee selected by the Board of Directors. No decision shall be rendered as to this intended lease until the intended lessee appears for the scheduled personal interview. In the event lessee moves in without prior written permission of the Association, the Association shall take all necessary legal acts, including, but not limited to, seeking an injunction terminating this unauthorized tenancy, and in such event, the lessee and the unit owner shall be jointly and severally liable for court costs and for reasonable attorney's fees.

(3) Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, a certified copy of the instrument evidencing the owner's title, a completed application, a screening fee in the amount provided below of Fifty-(\$50.00)-Dollars and shall schedule a personal interview with a screening committee selected by the Board of Directors.

(d) Screening Fees; Security Deposit. The Association shall require the payment of a Fifty-(\$50.00)-Dollar screening fee, together with the application for sale or lease, or for transfer by gift, devise or inheritance, for the purpose of defraying the Association's expense in investigating the prospective buyer, lessee or transferee and changing the Association's records. Every request for approval of a proposed sale, lease or other transfer, whether by gift, devise, inheritance or otherwise, shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time, determine by duly adopted rule. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval fee is paid. The time frame for approval of the transfer shall not begin to run until all documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check or money order, payment shall not be deemed received unless and until the funds have cleared. In addition to such approval fee, in the event of a lease of a unit, the unit owner or prospective lessee shall place a security deposit, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time, determine by duly adopted rule, into an escrow account maintained by the Association. The security deposit

shall protect against damages to the common elements or Association property, and shall serve as security for the full and faithful performance by the unit owner and prospective lessee of the terms, provisions, obligations and duties set forth in the Condominium Act, Declaration, Articles, Bylaws and Rules and Regulations (hereinafter Condominium Documents), including the timely payment of assessments and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the Condominium Documents by the unit owner or prospective lessee. In the event the security deposit, or any portion thereof, shall be applied as provided herein, the unit owner or lessee shall deposit with the Association, upon written demand therefor, an amount sufficient to restore such security deposit to its original amount, and the failure to do so shall constitute a material violation of the Condominium Documents. Any lessee who vacates or abandons the unit at or prior to the expiration of the term specified in the written lease shall give at least seven (7) days written notice by certified mail or personal delivery to the Association prior to vacating or abandoning the unit, which notice shall include the address where the lessee may be reached. Failure of the lessee to give such notice shall relieve the Association of the notice requirement to impose a claim against the deposit and relieve the Association of the requirement to remit the balance, if any, of the deposit. It shall be presumed that the lessee has abandoned the unit if the lessee is absent from the unit for a period of time equal to one-half the time for periodic rental payments, unless the lessee has notified the Association, in writing, of an intended absence. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association, and nothing herein shall be deemed to limit or exclude any of the Association's rights or remedies or method of enforcement.

13.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as a result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assignees, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions shall, however, require the approval of a purchaser, other than a first mortgagor, who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale, in accordance with Section 13.2(a)(3) above.

7. Article 16, Section 16.4 of the Declaration of Condominium is added to read as follows:

16.4 Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against a unit owner or the unit owner's guests, licensees, lessees, invitees or occupants in the manner provided herein.

(a) The Board of Directors shall appoint a Covenant Enforcement Committee (hereinafter Committee) which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association, or the Condominium Act are being or have been violated. In the event that the Committee determines an instance of such probable cause, it shall report same to the Board of Directors and the Committee shall thereupon provide written notice to the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, of the opportunity for a hearing before the Committee as provided below. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.

(b) The Committee shall hold a hearing, after providing the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, with reasonable notice of not less than fourteen (14) days stating the date, time and place of the hearing, the provisions of the condominium documents, Association Rules or Condominium Act which have been violated and a short and plain statement of the matters asserted by the Committee. The Committee shall hear any defense to the charges of the Committee, including any witnesses that the alleged violator, the unit owner, or the Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Committee determines that there is sufficient evidence, the Committee shall forward its findings, conclusions and recommendations to the Board of Directors. Based upon such Committee findings, conclusions and recommendations, the Board of Directors may levy a fine for each violation in the amount provided herein. In the event the Board of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the unit owner, if the violator is not the unit owner, advising that the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The unit owner shall be jointly and severally liable with the violator for payment of all fines.

(d) Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the various condominium documents, Association Rules or the Condominium Act, and all rights and remedies of the Association shall be cumulative.



8. Article 17, Section 17.2(c) of the Declaration of Condominium is amended to read as follows:

~~(c) In the alternative, an amendment may be made by written consent in accordance with the By-Laws an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed.~~

9. Article VIII of the Articles of Incorporation is amended to read as follows:

Every Director and every officer of the Association shall be indemnified by the Association, to the fullest extent permissible by law, against all expenses and liabilities, including civil fines or penalties imposed by the Division of Florida Land Sales, Condominiums and Mobile Homes (hereinafter Division) and counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, but including cases brought by the Division wherein the Director or Officer is adjudged guilty of a willful and knowing violation of a condominium statute, Division rule or Division order. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. Article 2, Sections 2.1, 2.3, 2.4, 2.5(c) and 2.6 of the By-laws are amended to read as follows:

2.1 The annual members' meeting shall be held at the auditorium of the Association at such time as the Board may determine 8-P.M. on the third Monday of January 15th day of February of each year, for the purpose of presenting the newly electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. Any unit owner may tape record or videotape meetings of the members and may speak at such meetings with reference to all designated agenda items, subject, however, to Board rules.

2.3 Written Notice, which notice shall incorporate an identification of agenda items, of all members' meetings stating the time, date and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing given to each member at his address as it appears in the books of the Association, at least fourteen (14) days prior to the date of the meeting. A United States Postal Service certificate of mailing, or an affidavit by the corporate officer, manager or other person mailing said notice, shall be prima facie evidence that said notice was given. Written notice of each annual members' meeting shall be posted in a conspicuous

place on the condominium property at least fourteen (14) continuous days prior to the annual meeting. Notice of each special members' meeting shall be posted in a conspicuous place on the condominium property at least ten (10) days prior to each special members' meeting. It shall be the obligation of each member to insure that his, her or its mailing address listed in the records of the corporation by the Secretary of the corporation is kept current, and shall be posted in a prominent and convenient place on the Condominium grounds and said notice shall be given not less than seven (7) days nor more than forty-five (45) days prior to the date of meeting. Proof of such notice shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Not less than sixty (60) days before a scheduled election (regular elections coincide with the annual meeting), the Association shall mail or deliver, whether by separate 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 unit owner desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon the request of a candidate, the Association shall include, with the mailing of the ballot, an information sheet no larger than 8 1/2 x 11 inches furnished by the candidate, with the cost of mailing and copying to be borne by the Association.

2.4 A quorum of at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater or lesser number of members is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 (c) Action required or permitted by the Declaration, Articles, By-Laws or any statute to be taken at an annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting, on the following matters:  
(a) approving, disapproving or modifying amendments to the Declaration, Articles, Bylaws and Rules and Regulations;  
(b) approving, disapproving, limiting, increasing, decreasing or deleting requirements for reserves, or utilizing reserves or portions thereof for purposes other than for which they were collected, including interest earned thereon;  
(c) approving, disapproving, limiting, increasing, decreasing or modifying capital expenditures and/or material alterations or substantial additions to the common elements and/or material alterations or modifications to the appurtenances to a unit;  
(d) electing directors;  
(e) waiving, deleting or changing the type of any financial report or financial statement required by law or the Condominium Documents, and (f) any other matters now or hereafter permitted for which action by written agreement

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without meetings is allowed by any statute, including Section 607.0704, Florida Statutes, as same may be amended or renumbered from time to time. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes, and delivered to the Association. No written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the date of the earliest dated consent delivered to the Association, written consent signed by the number of members required to take action is delivered to the Association. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized actions.

Action by written consent may also be utilized in conjunction with meetings of the members. In such event, the action will be authorized if approved by a combination of written consents and votes totalling not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. If action by written consent is utilized in conjunction with a meeting, no written consent shall be effective to take the action referred to therein unless such written consent is delivered to the Association at or before the time and the date of the meeting, and the Association receives the combined requisite number of consents and votes to authorize the proposed action.

2.6 Proxies. Except as otherwise provided herein, votes may be cast in person or by proxy. All proxies shall be limited proxies. A proxy may be made by any person entitled to vote, and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Elections of directors shall be decided by a plurality of those ballots cast. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

11. Article 3, Sections 3.2(a), (c), (d), (e), 3.5, 3.6, 3.7 and 3.12 of the By-Laws are amended to read as follows:

3.2 (a) Each building shall nominate a slate of six (6) nominees at their respective building meetings the second Monday in October, from whom shall be elected three (3) directors and two (2) alternates, the latter to serve in the absence of the elected directors. The directors shall be elected by closed ballot at their respective November building meetings to be held the second Monday with those receiving the three (3) highest number of votes cast shall be elected directors, and the next two (2) highest in number of votes cast shall serve as alternates. These alternates shall have the right to vote in the absence of directors whom they represent. No proxy shall take priority over an alternate's vote. These alternates shall be designated as #1 and #2 according to the number of votes they receive.

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(c) The slate of nominees shall be mailed within seven (7) days of the October building meeting to all out of town owners with the instruction that the return date for their ballots is to be at least three (3) days prior to the November meeting, the date on which directors and alternates are to be elected. At the election referred to in this paragraph the ballots to be cast shall be only those entitled to elect, there being no proxies allowable at this election. Any unit owner who expects to be out of town can receive an absentee ballot which he may then cast and place in a sealed envelope and remit to the election committee of the individual building to be opened at the time of election. No cumulative voting.

(cd) Permanent vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the first alternate of remaining directors from amongst the members of the building represented by the director no longer in office, in the following order or priority: (1) the person who received the fourth highest number of votes in the most recent election for directors, (2) if the person designated in (1) is unable to serve for any reason, then the person who received the fifth highest number of votes at the most recent election for directors, then (3) in the event there were no persons receiving the fourth or fifth highest number of votes at the most recent election for directors or neither of such persons is able to serve for any reason, then any member of the building represented by the director no longer in office, and he shall become the automatic replacement. In the event the first alternate is not available then the second alternate shall automatically become the replacement. There may be a special election in the building concerned to replace the alternate or alternates.

(de) Any Director may be recalled and removed from office with or without cause by the vote or agreement in writing concurrence of two-thirds a majority of the voting interests vote of the apartment owners in the Condominium from which he had been elected, at a special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests in the Condominium from which the director had been elected giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning apartments in such Condominium at the same meeting, or by the remaining directors if the recall and removal is by agreement in writing, provided that such remaining directors shall not appoint any member of the Board of Directors removed by that recall.

3.5 Regular meetings of the Board of Directors shall be held the third Monday of each month and no further notice to directors need be given than as above set forth. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph to each director, which notice shall state the time, date, place and purpose of the meeting. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.6 ~~Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Notice of all meetings of the Board of Directors, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the Secretary 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.~~

Any unit owner may tape record or videotape meetings of the Board and may speak at such meetings with reference to all designated agenda items, subject, however, to Board rules.

3.7 A quorum of Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when the approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws. A director of the Association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each director present shall be recorded in the minutes.

3.12 Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

12. Article 4, Paragraph (b) of the By-Laws is amended to read as follows:

(b) The Board shall have the right to impose a penalty of 10% on assessments for delinquency after the 10th of the month on maintenance payments. All contracts for the purchase, lease, or rental of materials or equipment, that are not to be fully performed within one (1) year from the making thereof, and all contracts for provision of services, shall be in writing. Where a contract for

the purchase, lease, or rental of materials or equipment, or for the provision of services, requires payment by the Association in the aggregate exceeding \$5,000.00, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing herein shall require the Association to accept the lowest bid, nor limit the ability of the Association to obtain needed products and services in an emergency. This provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the County serving the Association. Notwithstanding the foregoing, contracts with employees of the Association, contracts for attorneys and accountants services, and any other contracts now or hereafter permitted to be excluded hereunder pursuant to Florida Statute, Section 718.3026, as same may be amended or renumbered from time to time, shall not be subject to this provision.

13. Article 6, Sections 6.2, 6.3 and 6.7 of the By-Laws are amended to read as follows:

6.2 Budget. The Board of Directors shall adopt a budget for each condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds to reserves for such condominium. The Board shall approve the ensuing year's budget at the December meeting. The budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, or any other amount required pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, and any other accounts for which reserves may be required pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Board may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The members may, by a vote of the majority of the members present at a duly called meeting of the association, determine for a fiscal year to provide no reserves or reserves less adequate than required herein.

#### 6.3 Assessments.

(a) Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient the budget and assessments may be amended at any time by the Board of Directors.

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Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Providing nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of immediate need or emergency. In the event that it should appear that the reserve fund of any condominium is substantially greater than that which is necessary, the Board of Directors may, by majority vote, elect to waive the payment of the monthly assessment for said condominium for as many months or part of month as the Board of Directors deems advisable.

(b) The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. Upon completion of such purpose or purposes, including the Board's determination that the purpose for which the special assessment was approved is no longer necessary, 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 toward future assessments. Notwithstanding the above, the unit owners may, by a vote of the majority of the members present at a duly called meeting of the Association, determine to use the funds collected by special assessment for a different purpose or purposes than as set forth in said notice.

~~6.7 Fidelity bonds may be required by the Directors for all persons handling or responsible for Association funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association. Reserve funds and any interest accruing thereon 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 present at a duly called meeting of the particular Condominium to whose account the reserve belongs, or in the case of reserve accounts for items common to all Condominiums administered by the Association, by a vote of the majority of the voting interests present at a duly called meeting of the entire membership of the Association.~~

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED (\_\_\_\_), WORDS DELETED ARE LINED THROUGH WITH HYPHENS (----) AND UNAFFECTED LANGUAGE INDICATED BY DOTS (.....)

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



This instrument was prepared by:  
 Robert Rubinstein, Esquire,  
 BECKER & POLIAKOFF, P.A.  
 3111 Stirling Road  
 Fort Lauderdale, FL 33312

INSTR # 100339307  
 OR BK 30590 PG 1783  
 RECORDED 06/15/2000 02:38 PM  
 COMMISSION  
 BROWARD COUNTY  
 DEPUTY CLERK 2015

CERTIFICATE OF AMENDMENT  
 TO THE  
 DECLARATIONS OF CONDOMINIUM OF  
 WATERGATE CONDOMINIUM NOS. 1-6

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of Condominium of Watergate Condominium Nos. 1-6, as recorded in Official Records Book and Pages of the Public Records of Broward County, Florida, as set forth below, was duly adopted in the manner provided in the Article 17, Section 17.2 of the Declaration of Condominium.

Building No.	Book No.	Page
1	4683	696
2	4854	489
3	5001	914
4	5085	711
5	5088	833
6	5089	81

IN WITNESS WHEREOF, we have affixed our hands this 5<sup>th</sup> day of June, 2000, at Hollywood, Broward County, Florida.

WITNESSES

Sign Sarah Archipowicz  
 Print SARAH ARCHIPOWICZ

Sign Claire Carlson  
 Print CLAIRE CARLSON

WATERGATE CONDOMINIUMS ASSOCIATION, INC.

By: [Signature]  
 Ralph Bigio, President  
 Address: 2801 Taft Street  
 Hollywood, FL 33020

STATE OF FLORIDA  
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2000, by Ralph Bigio, as President of Watergate Condominiums Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known  OR  
 Produced Identification   
 Type of Identification \_\_\_\_\_

sign [Signature]  
 print SARAH L. TEPPER  
 My Commission expires: \_\_\_\_\_

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**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF  
WATERGATE CONDOMINIUM NOS. 1-6**

Article 12, Section 12.6 of the Declaration of Condominium is amended to read as follows:

12.6 "Leasing of Apartments". No unit shall be leased and leasing shall be prohibited during the 2-year period subsequent to the acquisition of title to a unit. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guests. No unit shall be leased for less than four months, and not more than one lease per unit shall be permitted to commence in any twelve month period. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of any apartment release or discharge the owner thereof for compliance with any of his obligations and duties as an apartment owner. All of the provisions of the Condominium Act, this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying an apartment unit as a tenant or other invitee to the same extent as against an apartment owner, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. A covenant upon the part of each tenant to abide by the rules and regulations of the Association, the Declaration of Condominium, Charter, and By-Laws, and Condominium Act, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement and/or evict or otherwise remove the tenant or other invitee occupying a unit in the event of violations by the tenant or such other invitee of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and shall be deemed expressly incorporated into any lease of a unit, whether specifically expressed in such agreement or not.

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

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**CERTIFICATE OF AMENDMENT TO  
DECLARATIONS OF CONDOMINIUM OF  
WATERGATE CONDOMINIUM NO. 1  
AND  
WATERGATE CONDOMINIUM NO. 3**

WHEREAS, WATERGATE CONDOMINIUMS ASSOCIATION, INC., consists of Condominiums including those recorded in the Official Records of Broward County, Florida, as follows:

<u>Condominiums</u>	<u>O.R. Book</u>	<u>Page</u>
1—Beacon	4683	696
3—Catalina	5001	914

WHEREAS, WATERGATE CONDOMINIUMS ASSOCIATION, INC., is the Florida not-for-profit corporation responsible for the maintenance, management, and operation of the above-referenced condominiums;

WHEREAS, the attached Amendment to the Declarations of Condominium was adopted in accordance with Article 17 of the Declarations at a duly-called meeting of the Membership, at which a quorum was present, on October 19, 2009;

NOW THEREFORE, BE IT RESOLVED that Article 12.6 of the Declarations of Condominium is amended as set forth on the Amendment sheet appended hereto.

IN WITNESS WHEREOF, I, the duly authorized officer of WATERGATE CONDOMINIUMS ASSOCIATION, INC., have affixed my hand this 27 day of February, 2010.  
WITNESSES

Sign [Signature]  
 Print NELSON MACEJO  
 Sign [Signature]  
 Print Lonill Adland  
 STATE OF FLORIDA )  
 COUNTY OF BROWARD )

WATERGATE CONDOMINIUMS  
 ASSOCIATION, INC.  
 By: [Signature]  
 KRISTY LYON  
 President



The foregoing instrument was acknowledged before me this 26 day of February, 2010, by KRISTY LYON, President of WATERGATE CONDOMINIUMS ASSOCIATION, INC., a not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification and who did/did not take an oath.

[Signature]  
 NOTARY PUBLIC

**AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**WATERGATE CONDOMINIUM NO. 1**  
**AND**  
**WATERGATE CONDOMINIUM NO. 3**

(Please note: Additions are indicated by underlining, deletions by "-----", and unaffected language by ".....")

.....

12. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

.....

12.6 Leasing of Apartments. ~~No unit shall be leased and leasing shall be prohibited during the 2-year period subsequent to the acquisition of title to a unit.~~ After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guests. No unit shall be leased for less than ~~four~~ three months, and not more than ~~one~~ two leases per unit shall be permitted to commence in any twelve month period. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of any apartment release or discharge the owner thereof for compliance with any of his obligations and duties as an apartment owner. All of the provisions of the Condominium Act, this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying an apartment unit as a tenant or other invitee to the same extent as against an apartment owner, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. A covenant upon the part of each tenant to abide by the rules and regulations of the Association, the Declaration of Condominium, Charter, and By-Laws, and Condominium Act, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement and/or evict or otherwise remove the tenant or other invitee occupying a unit in the event of violations by the tenant or such other invitee of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and shall be deemed expressly incorporated into any lease of a unit, whether specifically expressed in such agreement or not.

.....