

65-109864

DECLARATION OF CONDOMINIUM

OF

ROCAILLE CONDOMINIUM APARTMENTS

RO-KI CORP., a Florida corporation (hereinafter referred to as Developer), hereby declares that it is the owner in fee simple of the land hereinafter described, and further states and declares:

1. SUBMISSION STATEMENT:

The land hereinafter described is hereby declared to be condominium property and is hereby submitted to condominium ownership, pursuant to the provisions of the 1963 Florida Condominium Act, as amended.

2. NAME:

The name by which this condominium is to be identified is:

ROCAILLE CONDOMINIUM APARTMENTS

3. LEGAL DESCRIPTION:

The legal description of the land included in said condominium is as follows:

A parcel of land lying in Section 7, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the East by the West right-of-way line of State Road A-1-A; on the North by the North line of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 7 and the Easterly extension thereof; on the South by a line parallel to and 125 feet South of (as measured at right angles) the said North line of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 7 and the Easterly extension thereof; on the West by a line parallel to and 250 feet West of (as measured along the North and South lines thereof) the West right-of-way line of said State Road A-1-A; subject to easement for private road purposes over and across the North 20 feet thereof.

85 Dec 15 AM 10:06

4. IDENTIFICATION OF UNITS:

The condominium has twenty-five units which are identified and referred to herein, and in the Exhibit attached hereto and made a part hereof, and referred to as arabic numerals 101, 201 to 208 both inclusive, 301 to 308 both inclusive, and 401 to 408 both inclusive.

Horizontal boundaries for the units are the entire unit wall where it does not adjoin another unit and one-half the unit wall where it adjoins another unit.

Vertical boundaries for the units are the bottom of the concrete floor slab and the bottom of the ceiling slab respectively.

5. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS:

There is being recorded simultaneously herewith a survey, plot plan and floor plan of the above described property, marked Exhibit A, and incorporated herein by reference, showing and identi-

H. E. Carr James  
1776 E. Sunrise  
City

4900

fying thereon the Common Elements and each Unit and their relative locations and approximate dimensions. The aforesaid Exhibit A has been certified by J. W. M. Jaughan, a surveyor authorized to practice in the State of Florida, and such certification is made pursuant to the requirements of Section 8 (1) (e)

6. UNDIVIDED SHARES:

A. Each Unit shall have as an appurtenance thereto an undivided one twenty-fifth interest in and to the Common Elements.

B. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements in this Condominium, which right shall be shared with all other Unit Owners and ROCAILLE CONDOMINIUM APARTMENTS, hereinafter referred to as "Association").

7. SHARING COMMON EXPENSES AND SURPLUS:

The common expenses shall be shared and the ownership of common surplus shall be in proportion to each Unit Owner's percentage of ownership of the Common Elements as set forth hereinbefore.

8. VOTING RIGHTS OF OWNERS OF UNITS:

A. Owners of a fee simple interest in each Unit shall collectively be entitled to one vote and the person entitled to cast such vote shall be determined as follows:

(1) A statement must be filed with the Secretary of the Association in writing signed under oath by members with an interest in a Unit and shall state:

(a) The respective percentage interest of every person (as recorded in the Public Records of Broward County, Florida) owning a vested present interest in the fee title of the Unit in which the affiant owns an interest.

(b) Which one of the Owners of the Unit in which the affiant owns an interest is to represent all of the Owners of that Unit at membership meetings and/or to cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the Voting Owner and shall be the only Owner owning an interest in that Unit eligible to cast the vote for said Unit. The person designated as the Voting Owner may continue to cast the binding vote for all owners owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the Voting Owner by those members owning the majority interest by a similar written statement filed with the Secretary.

B. There shall not be more than twenty-five Voting Owners at any one time and each may cast one vote. A corporation or any individual with an interest in more than one Unit may be designated the Voting Owner for each Unit in which he owns an interest. Failure by members of a Unit to file such statement under oath with the Secretary prior to a properly held vote or election will result in depriving the Owners with an interest in such Unit of a vote on such occasion.

9. METHOD OF AMENDMENT OF DECLARATION:

A. An amendment to change any condominium parcel, or a condominium Unit's proportionate share of the common expenses, or common surplus, or the voting rights pertinent to any Unit, shall not be valid unless all of the record owners thereof and all the record owners of any first mortgage liens thereon, and the Developer, in the event it retains any mortgage lien thereon, shall join in the execution

of the amendment prior to recording thereof.

B. All other modifications or amendments of this Declaration may be made by an instrument executed and recorded by all of the Owners of at least seventy-five (75%) per cent. of the Units, and by all Owners and holders of first mortgage liens on any Units and the Developer, in the event it retains any mortgage lien on any Unit.

10. BY-LAWS:

The operation of the condominium property shall be governed by the By-Laws, copy of which is annexed to this Declaration, made a part hereof and marked Exhibit B.

11. ASSOCIATION:

A. The operation of the condominium will be by ROCAILLE CONDOMINIUM APARTMENTS, INC., a corporation not for profit, organized and existing under the laws of the State of Florida (herein referred to as Association).

B. The Developer and all persons hereafter owning a vested present interest in any one of the Units, and which interest is evidenced by the recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and their memberships shall automatically terminate when they no longer own such interest.

12. COMMON ELEMENTS:

A. The Common Elements include all of the premises hereinbefore described, and all improvements therein and thereon not included within any of the Units.

B. This Condominium does not contain any limited Common Elements.

13. LIENS AND PENALTY INTEREST:

A. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the Unit Owner of such Condominium Parcel and reasonable attorney's fees incurred by the Association incident to the collection of assessments or enforcement of such lien.

B. Assessments and instalments thereon not paid when due shall bear interest from the date when due until paid, at the rate of eight per cent. (8%) per annum until paid.

14. SEVERABILITY:

A. If any of the provisions of this Declaration, or the Exhibits thereto, or deed of conveyance of a Condominium Parcel by the Developer, or any paragraph, sentence, clause, phrase or word therein, or the application thereof, is held invalid, the remainder of this Declaration, the Exhibits thereto, and the provisions of such conveyances shall not be affected thereby.

B. This Declaration, the By-Laws, and the Exhibits thereto, are made and executed by the Developer according to and pursuant to the provisions of the Florida Condominium Act, but in the event any provision, sentence, word, phrase, section or clause of said Act is, for any reason, declared by a Court decision to be invalid and, as a consequence thereof, the validity of any provision, word, phrase, paragraph or sentence of this Declaration shall be questioned by any-

one, then such questioned provision, word, phrase, paragraph or sentence shall be deemed to be valid and in full force and effect to the extent permitted under other Florida Statutes and the Common Law in effect in the State of Florida.

15. INTERPRETATION:

A. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

B. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof whether or not that person participates in the Association as a member.

C. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the 1963 Florida Condominium Act.

16. PROHIBITION OF FURTHER SUBDIVISION:

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

17. EASEMENTS:

All of the condominium property shall be subject to easements as follows:

A. Encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

B. Maintenance, repair and replacement. Easements through the apartments and common facilities for maintenance, repair and replacement of the apartments and common facilities. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

C. Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments, common areas, and facilities in the building.

D. Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common areas; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the apartment owner.

18. OBLIGATION OF MEMBERS:

Every Owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

A. Promptly pay the assessments levied by the Association;

B. Maintain in good condition and repair his Unit and all

Amendment to the Condominium Declaration  
Of The  
Rocaille Condominium Apartments Association, Inc.  
A non-profit corporation under the laws  
of the State of Florida.

An amendment processed as required by regulations set forth in Section 27, Item F, parts 1 and (a) of the Declaration and Section IV, Items 6 and 7 of the By-Laws of the said Corporation now becomes a Resolution governing children and pets as follows:

RESOLUTION

No children under 18 years of age shall be residents in any apartment.

No resident shall own or keep any pets in his or her apartment.

Visitors having pets with them shall leave them in their car during their stay.

In witness whereof officers of the corporation have executed this Resolution and caused the Corporation Seal to be affixed.

Witnesses

*[Handwritten signatures of witnesses]*

Rocaille Condominium Apartments Association, Inc., a Florida Corporation

By *Henry L. Trudeau*  
President

Attest: *M. L. Guthrie*  
Secretary

*Mary Louise Guthrie*

State of Florida ) SS  
County of Broward )

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments, personally appeared Henry L. Trudeau and Mary Louise Guthrie well known by me to be the President and Secretary of the Rocaille Condominium Apartments Association, Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 26 day of April, AD., 1968.

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 8, 1970

*Joyce H. Husband*  
Notary Public  
State of Florida at Large

RECORDED IN OFFICIAL BOOK NO. 15 BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

68 APR 29 AM 10:35

*Prepared by Board of Directors  
Rocaille Condominium Assn. Inc.  
1968 So Ocean Dr - Pompano Beach, FL 33062*

*209*

69- 50903

OFF. REC. 3910

Amendment to the condominium Declaration  
of The  
Rocaille Condominium Apartments Association, Inc.  
A non-profit corporation under the laws  
of the State of Florida.

An amendment processed as required by regulations set forth in Section 27, Item F, parts 1 and (a) of the Declaration and Section 1V, items 6 and 7 of the By-Laws of the said Corporation now becomes a Resolution governing children and pets as follows:

RESOLUTION

No children under 18 years of age shall be residents in any apartment.

No resident shall own or keep any pets in his or her apartment.

Visitors having pets with them shall leave them in their car during their stay.

In witness whereof officers of the corporation have executed this resolution and caused the Corporation Seal to be affixed.

Witnesses

*[Handwritten signatures]*

Rocaille Condominium Apartments Association, Inc., a Florida Corporation.

By *[Signature]*  
President

Attest: *[Signature]*  
Vice President

State of Florida )  
County of Broward) SS

I hereby certify that on this day before me, an officer duly authorized to take acknowledgements, personally appeared Edward P. Cummings and Raymond J. Ross well known by me to be the President and Vice President of the Rocaille Condominium Apartments Association, Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 12<sup>th</sup> day of April 1969.

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 28, 1972

*[Signature]*  
Notary Public

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK W. SENTER  
CLERK OF COUNTY

*[Handwritten note]*  
THIS INSTRUMENT PREPARED BY EDWARD P. CUMMINGS  
1965 SO OCEAN BLVD  
POMPANO BEACH  
FLA 33062

69 APR 18 AM 11:13

69 161244

AMENDMENT TO THE BY-LAWS  
of the  
ROGAILLE CONDOMINIUM APARTMENTS, INC.  
A non-profit corporation under the laws  
of the State of Florida

An amendment processed as required by regulations set forth in section VIII of the By-Laws of the said Corporation now becomes a Resolution governing an annual audit of the accounts of the Association by a certified public accountant as set forth in Section VI, Part 4 of the By-Laws as follows:

Resolution

No annual audit of the accounts of the association by a certified public accountant shall be made or required.

In witness whereof Officers of the Corporation have executed this resolution and caused the Corporation Seal to be affixed.

Witnesses

Bo [Signature]  
\_\_\_\_\_

Rogaille Condominium Apartments  
Association, Inc., a Florida  
Corporation

By Edward P. Cumming  
President

Attest Raymond J. Pasac  
Vice President

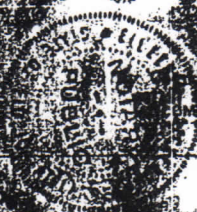
69 161244 AM 11:03

State of Florida) 33  
County of Broward)

I hereby certify that on this day before me, an officer of the said Corporation to take acknowledgements, personally appeared Edward P. Cumming and Raymond J. Pasac well known by me to be the President and Vice President of the said Condominium Apartments Association, Inc.; that they and there one said officer acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 22 day of December, 1969.

William M. Hubert  
Notary Public



Commission expires  
FEB. 26, 1972  
STATE OF FLORIDA  
RENEWAL FEE \$10.00  
RENEWAL FEE \$10.00

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

Prepared By:  
Edward Cumming  
1965 S. Ocean Blvd.  
Pompano Beach, Fla.  
33062

74- 96954

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida.

Because of a conflict in INTEREST RATES in two different sections of our Declaration of Condominium, to bring these two sections into harmony with each other and with present inflationary financial conditions, the BOARD OF DIRECTORS unanimously proposed, at a special meeting of the Apartment Owners, held April 30, 1974, that amendments be made to these two Sections of the Declaration of Condominium, processed as required by regulations set forth in Section - 9. AMENDMENT. ITEM B AS FOLLOWS: AMENDMENT OF DECLARATION:

RESOLVED, that Section 13 - LIENS AND PENALTY INTEREST - ITEM "B", be amended to read, "Assessments and installments thereon not paid when due shall bear interest from the date when due, until paid, at the rate of TEN PERCENT (10)% per annum until paid."

RESOLVED, that Section 20 - COMMON EXPENSE AND ASSESSMENTS, Item "E", LIEN FOR ASSESSMENTS, be amended to read: ITEM "F" - (1), COLLECTIONS. "Interest, application of payments, assessments and installments not paid when due, shall bear interest at the rate of TEN PERCENT (10)% per annum from the due date until paid.. All payments on account shall be applied first to payment of interest, if accrued, and then to the assessment payment first due."

Both of the two above resolutions were adopted unanimously by the Rocaille Condominium Apartments, Inc. Owners at the above named meeting.

IN WITNESS WHEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

[Signature]  
[Signature]

[Signature]  
President

74 MAY 11 1974  
1:33

STATE OF FLORIDA,  
COUNTY OF BROWARD.

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward P. Cumming

to me well known and known to me to be the individuals described in and who executed the foregoing document, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale County of Broward, and State of Florida, this 7th day of May, 1974

My Commission Expires \_\_\_\_\_

[Signature]  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV. 12, 1975  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

Ret to - Rocaille Condo. APPTs INC.  
1965 - I see on Blvd - Pompano Blvd  
33062

74 MAY 11 1974  
1:33





# Rocaille Condominium Apartments

1965 South Ocean Drive (A-1-A)  
POMPANO BEACH, FLORIDA  
33062

76-241941

## AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A no-profit organization under the laws of the State of Florida.

At the annual meeting of the Rocaille Apartment Owners, December 6, 1976, a resolution was offered to amend said Declaration of Condominium, SECTION 27. USE RESTRICTIONS: (page 10), ITEM D. LEASING: (page 11), reading as follows:

"Entire Units may be rented provided the occupancy is only by the Lessee and his family and is not less than one (1) month and not longer than one (1) year. No rooms may be rented, and no transient tenants accommodated."

The Resolution amended the above to read as follows:

"Entire Units may be rented, provided the occupancy is only by the Lessee and his family and is not less than six (6) months and no longer than one (1) year. No rooms may be rented, AND NO TRANS-  
IENT TENANTS accommodated."

The above Resolution was approved by all of the BOARD OF DIRECTORS, was offered and seconded, and approved by the vote of all APARTMENT OWNERS PRESENT, AS WELL AS THOSE REPRESENTED BY PROXY, UNANIMOUSLY.

In witness whereof officers of the Corporation have executed this Resolution and caused the Corporation Seal to be affixed.

### Witnesses

Edward P. Cumming  
Maria Julez

ROCAILLE CONDOMINIUM APARTMENTS, INC.

By Edward P. Cumming  
President

Seal

STATE OF FLORIDA,  
COUNTY OF BROWARD.

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths, and take acknowledgments, Edward P. Cumming, to me well known to me to be the individual described in and who executed the foregoing Document and he acknowledged before me that he executed the same freely and voluntarily for the purposes herein expressed.

Witness my hand and official seal at Fort Lauderdale, County of Broward and State of Florida this 17 day of December 1976.

NOTARY PUBLIC STATE OF FLORIDA AS LARGE  
My Commission expires ON DECEMBER 31, 1979

Edward P. Cumming  
Notary Public.  
  
RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

76 DEC 17 PM 2:03

REC-6838 PAGE 13



# Roccaille Condominium Apartments

1965 South Ocean Drive (A-1-A)

Form No. 3 - "B".

POMPANO BEACH, FLORIDA

ADDITION TO THE RULES AND REGULATIONS OF THE

ROCCAILLE CONDOMINIUM APARTMENTS, INC.

At a special meeting of the Roccaille Apartment Owners, February 25, 1977 a resolution was offered to add a regulation that would control the lending of an apartment to friends or distant relatives while said owner was absent from same apartment.

The resolution reads as follows:

1. Each apartment owner shall submit a list of the members of his/her immediate family who may occupy the apartment during the absence of the owner. This list to be the names of children, parents, grandchildren, brothers, or sisters. The list shall give the name, address and relationship and shall be kept in the Association's file.
2. When it is desired that other than the immediate family (as listed above) be allowed to occupy said apartment during the owners absence, a total of 30 days in each calendar year is the maximum. Also no 30 day period of each year can run consecutively such as December and January. The owner shall also be required to inform the Board in advance of the possible occupancy of the apartment, giving the names, home address, number of guests, and the length of stay anticipated.
3. The Secretary of the Board will keep the record of the guests to see that the Regulation is observed for the benefit of all.
4. For the owner's protection it has been recommended that a Board member be informed when members of their immediate family are expected to occupy an apartment in his absence. The name and relationship should be given.

The above Resolution was approved by all of the Board of Directors, was offered and seconded, and approved by the vote of all APARTMENT OWNERS PRESENT, AS WELL AS THOSE REPRESENTED BY PROXY, UNANIMOUSLY.

*By majority*

In witness whereof officers of the Corporation have executed this Resolution and caused the Corporation Seal to be affixed.

Witnesses

ROCCAILLE CONDOMINIUM APARTMENTS, INC.

William C. Kilmer  
Gary White

By Edward P. Cumming  
President

STATE OF FLORIDA  
COUNTY OF BROWARD

Seal

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward P. Cumming, to me well known to me to be the individual described in and who executed the foregoing Document and he acknowledged before me that he executed the same freely and voluntarily for the purposes herein expressed.

Witness my hand and official seal at Fort Lauderdale, County of Broward and State of Florida this 22<sup>ND</sup> day of MARCH, 1977.

My Commission expires \_\_\_\_\_  
Diana J. Perakis  
Notary Public.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 15 1980  
BONDED THROUGH GENERAL INS. UNDERWRITERS

8/23-77



79-388556



# Rocaille Condominium Apartments

1965 South Ocean Drive (A-1-A)  
POMPANO BEACH, FLORIDA

## AMENDMENT TO THE BY-LAWS

OF ROCAILLE CONDOMINIUM APARTMENTS, INCORPORATED.

A non-profit organization under the Laws of the State of Florida.

79 DEC 20 PM

Because the date, written into the BY-LAWS by the Developer, RO-KI, INC., December 14, 1965, for the ANNUAL MEMBERS' MEETING, has obviously proved unacceptable to The Association and never been used:

BE IT RESOLVED, that ARTICLE II. MEMBERS. SECTION No.1, Page No. 2, of the BY-LAWS OF ROCAILLE CONDOMINIUM APARTMENTS, INC. be amended to read: "THE ANNUAL MEETING OF THE MEMBERS, shall be held in the lounge of the Corporation at 1965 South Ocean Boulevard, Pompano Beach, Florida, 33062, the first week in December, never later than the 7th of December, each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members of the ASSOCIATION".

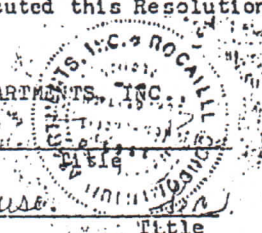
The above RESOLUTION WAS OFFERED TO THE MEMBERS at their ANNUAL meeting, December 7, 1979 and was approved and adopted unanimously. It has been processed according to the rules and regulations set forth in the BY-LAWS OF THE ROCAILLE CONDOMINIUM APARTMENTS, INC. procedure on page No. 11. ARTICLE VIII, AMENDMENTS. SECTIONS 1 & 2

In witness whereof, Officers Of The Corporation have executed this Resolution and caused the Corporation Seal to be affixed.

WITNESS:

Lena J. Johnston  
Elaine M. Grouse

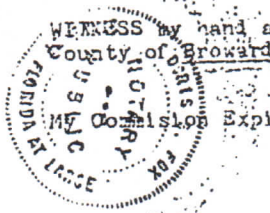
ROCAILLE CONDOMINIUM APARTMENTS, INC.  
Lena J. Johnston  
Kathryn H. Grouse  
Title



STATE OF FLORIDA,  
COUNTY OF BROWARD.

I HEREBY CERTIFY, that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements,

Lena J. Johnston, President and Kathryn H. Grouse, Secretary TO ME WELL KNOWN AND KNOWN TO ME, to be the individual(s) as described in and who executed the foregoing document and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.



WITNESS my hand and official seal at 4745 N. Ocean Blvd. Ft. Laud., Fl. County of Broward, and State of Florida, this December 17, 1979

My Commission Expires March 7, 1981

Lena J. Johnston  
Notary Public

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

8630 PAGE 205

4/9



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

85- 39309

January 8, 1985

FEB 6 11 44 AM '85

## AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida

At the annual meeting of the Rocaille Apartment Owners, December 5, 1984, a resolution was offered to amend said Declaration of Condominium, Section 13 B and Section 20 F for the purpose of promoting timely payments for assessments and was processed as required by regulations set forth in Section 9 of Declaration of Condominium.

RESOLVED, that Section 13- LIENS AND PENALTY INTEREST- ITEM B, be amended to read;

" Assessments and installments thereon not paid within FIFTEEN (15) days of due date shall bear a \$25.00 (Twenty Five Dollars) LATE FEE plus TEN PERCENT (10%) interest per annum from the due date until paid.

Assessments and installments thereon not paid within THIRTY (30) days of due date shall bear a \$50.00 (FIFTY DOLLARS) LATE FEE plus TEN PERCENT (10%) interest per annum from the due date until paid; "

RESOLVED, that Section 20- COMMON EXPENSE AND ASSESSMENTS- ITEM F COLLECTIONS (1), be amended to read;

" Interest, application of payments, assessments, installments, and LATE FEES not paid when due shall bear interest at the rate of TEN PERCENT (10%) per annum from the due date until paid. All payments on account shall be applied first to payment of LATE FEES, secondly to payment of interest, if accrued, and then to assessment payment first due. "

The above resolutions were approved by all of the Board of Directors, were offered and recorded, and approved by the vote of all Apartment Owners present, as well as those represented by proxy, UNANIMOUSLY.

IN WITNESS THEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

*[Signature]*  
*[Signature]*

*[Signature]*  
President

STATE OF FLORIDA  
COUNTY OF BROWARD

Seal



I HEREBY CERTIFY, that on this day personally appeared before me, an official duly authorized to administer oaths and take acknowledgements, M.J. Briche, to me well known and known to me to be the individual described in and who executed the foregoing Document and he acknowledged before me that he executed the same freely and voluntarily for the purposes herein expressed.

Witness my hand and official seal at Fort Lauderdale, County of Broward, and State of Florida this 9<sup>th</sup> day of January 1985.

My Commission expires: 7/24/88

*[Signature]*  
Notary Public



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

REC 12309 PAGE 365

5 -  
RJA



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

87-24765i

May 5, 1987

AMENDMENT TO THE BYLAWS  
of the  
ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A non-profit corporation under the laws of  
the State of Florida

JUN 9 4 13 PM '87

An amendment processed as required by regulations set forth in section VIII of the By-laws of the said Corporation now becomes a Resolution governing children, amended to read as follows:

### Resolution

No children under 16 years of age shall be residents in any apartment.

The foregoing Resolution was adopted according to the rules and regulations set up in the By-laws of the Rocaille Condominium Apartment procedure, which reads in part as follows ( A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of Association. )

In witness thereof Officers of the Corporation have executed this Resolution and caused the Corporate Seal to be affixed.

### Witnesses

Rocaille Condominium Apartments  
Association, Inc., a Florida Corporation

Urrisda Castro By

J. Scott Taylor  
Vice-President

Blansdel

Attest: [Signature]  
Secretary

REC 14516 MAR 13 8

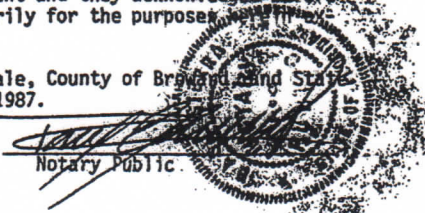
STATE OF FLORIDA  
COUNTY OF BROWARD

Seal

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Scott Taylor and Kim Sierra, to me well known and known to be the individuals described in and who executed the foregoing Document and they acknowledged before me that they executed the same freely and voluntarily for the purposes expressed.

Witness my hand and official seal at Fort Lauderdale, County of Broward and State of Florida this 13th day of May, 1987, 1987.

My commission expires: [Signature]  
Notary Public, State of Florida  
Commission Expires Dec. 31, 1987  
Notary Agency - 458-2211



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



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

91209842

May 30, 1991

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A non-profit organization under the laws of the State of Florida

In accordance with legal counsel, it was resolved at a special meeting of Rocaille Apartment Owners on March 19, 1991, to add to the Declaration of Condominium a restriction concerning second mortgages.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item F, CONVEYANCES, Sub-section (2), MORTGAGE (p.12) shall be expanded to include (a) and (b). The present entry will be designated as (a) and the following addition will become (b), SECOND MORTGAGE:

"No owner may seek a second mortgage on his condominium parcel without first obtaining a current written professional appraisal of the unit's value, and the prior approval of the Board of Directors. The total indebtedness of an existing mortgage and a second mortgage will be limited to 80% of the appraised value of the unit."

The above resolution was approved unanimously by the Board of Directors and by 75% of the membership of the Association, including six proxies.

IN WITNESS THEREOF Officers of the corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

[Signature]  
[Signature]

[Signature]  
President  
[Signature]  
Treasurer



STATE OF FLORIDA  
COUNTY OF BROWARD

Seal

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Florence Tallman and Emil J. Micusik, to me well known and known to me to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official the County and State last aforesaid, this 31<sup>st</sup> day of May

My commission expires:  
Notary Public, State of Florida  
My Commission Expires July 22, 1991  
See printed State Seal Code & Commission Dates

[Signature]  
Notary Public



JUN 3 10 35 AM '91

BR18434PC0446

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

85  
87

MAY 31, 1991  
PAGE 1 OF 2



# Rocalle

*Condominium Apartments, Inc.*

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

91209843

May 31, 1991

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND  
ARTICLES OF INCORPORATION AND BY-LAWS OF ROCAILLE  
CONDOMINIUM APARTMENTS, INC.**  
A non-profit organization under the laws of the State of Florida

At a special meeting of the Rocalle Apartment Owners on March 19, 1991, a resolution was offered to amend said Declaration of Condominium and Articles of Incorporation and By-Laws for the purpose of lowering the percentage of owners' votes required to amend existing regulations concerning the use of the condominium property. Action was taken due to the difficulty of obtaining 75% approval, this being the result of an increasing number of absentee owners in the Association.

JUN 3 10 37 AM '91

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item E, REGULATIONS (p.11) be amended to read:

"Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 2/3 (two-thirds) of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all Unit Owners."

RESOLVED, that Articles of Incorporation, IX, AMENDMENTS, 2. (p.6) be amended to read:

"A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by 2/3 (two-thirds) of the directors and by not less than 2/3 (two-thirds) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing."

RESOLVED, that By-Laws, Section VIII, AMENDMENTS, Sub-section 2 (p.11), be amended to read:

"A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 2/3 (two-thirds) of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing."

The above resolutions were approved unanimously by the Board of Directors and by 75% of the membership of the Association, including six proxies.

(Page 1 of 2 pages)

EX 18434PC0447

900  
150

MAY 31, 1991  
page 2 of 2



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

(Page 2 of 2 pages dated May 31, 1991 re Amendments to the Declaration of Condominium and Articles of Incorporation and By-Laws of Rocaille Condominium Apartments, Inc.)

IN WITNESS THEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

*[Signature]*  
*[Signature]*

*[Signature]*  
President  
*[Signature]*  
Treasurer



STATE OF FLORIDA  
COUNTY OF BROWARD

Seal

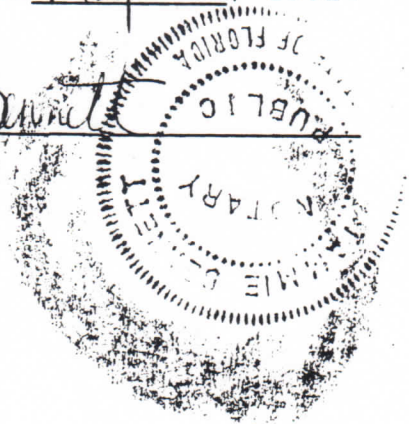
I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Florence Tallman and Emil J. Micusik, to me well known and known to me to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 31<sup>st</sup> day of May, 1991.

My commission expires:

Notary Public, State of Florida  
My Commission Expires July 22, 1991  
Bonded thru Troy Fain - Insurance Inc.

*[Signature]*  
Notary Public



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





# Rocaille

Condominium Apartments

92218965

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

May 20, 1992

## AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND ARTICLES OF INCORPORATION AND BY-LAWS OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida

At a general meeting of the Rocaille Apartment owners on May 5, 1992, a resolution was offered to amend said Declaration of Condominium and Articles of Incorporation and By-Laws, for the purpose of bringing them in line with the 1991 revision of the Florida State Condominium Law, specifically Chapter 718.112 (b) QUORUM; VOTING REQUIREMENTS; PROXIES, Sec. 3. The amendment format is also in line with Ch. 718.110.

RESOLVED, that Declaration of Condominium, Sec. 27, USE RESTRICTIONS Item E, REGULATIONS (p.11) as amended 5/31/91 be further amended to read:

"Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved ~~by not less than 2/3 (two-thirds) of the votes of the entire membership of the Association~~ by a majority of the voting interests represented at a meeting at which a quorum is present before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all Unit Owners."

RESOLVED, that Articles of Incorporation, IX, AMENDMENTS, 2. (p.6) as amended 5/31/91 be further amended to read:

"A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be ~~by 2/3 (two-thirds) of the directors and by not less than 2/3 (two-thirds) of the members of the Association~~ by a majority of the voting interests represented at a meeting at which a quorum is present. Directors and members not present at the meetings considering the amendment may express their approval in writing."

RESOLVED, that By-Laws, Sec. VIII, AMENDMENTS, Sub-sec. 2 (p.11), be amended to read:

"A resolution adopting a proposed amendment must receive approval of ~~two-thirds~~ a majority of the votes of the entire membership of the Board of Directors, and ~~2/3 (two-thirds)~~ a majority of the voting interests represented at a meeting at which a quorum is present. Directors and members not present at the meetings considering the amendment may express their approval in writing."

The above resolutions were approved unanimously by the Board of Directors and by 2/3 of the membership of the Association, including nine proxies.

(Page 1 of 2 pages)

P. 1 of 2

92218965

MAY 21 11 03 AM '92

19920520



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

(Page 2 of 2 pages dated May 20, 1992, re Amendments to the Declaration of Condominium and Articles of Incorporation and By-Laws of Rocaille Condominium Apartments, Inc.)

IN WITNESS THEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

**WITNESSES**

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

Ewendyn Giacco  
Paul Williams

Florence D. Tallman  
President

Date: 5/21/92

Emil J. Mucsik  
Treasurer



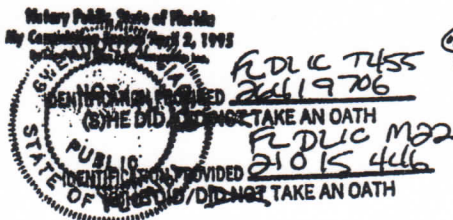
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Florence D. Tallman and Emil J. Mucsik, known to me to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 21 day of May, 1992.

My commission expires:

Ewendyn Giacco  
Notary Public Ewendyn Giacco



P. 2 of 2

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

D50

93-568939 T#001  
12-14-93 09:05AM



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062  
BROWARD COUNTY, FLORIDA  
December 9, 1993

### AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida  
1965 S OCEAN BLVD, POMPANO BEACH, FL 33062

At the Annual Meeting of the Rocaille Condominium owners on Dec. 6, 1993 a resolution was offered to amend the Declaration of Condominium for the purpose of protecting the condominium against an undue number of absentee landlords, which would threaten to undermine the concept of condominium ownership.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item F, CONVEYANCES, Sub-section (1) Sale of Lease (p. 11) shall be amended by the addition of :

"New owners of units will not be permitted to lease their apartments during the first two years of ownership, except in cases of extreme hardship, as determined by the Board of Directors."

The above resolution was approved by six of the seven Directors and by 2/3 of the membership of the Association.

IN WITNESS THEREOF officers of the corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES: ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

Sandra Haas  
Sandra K. Haas  
Sally Ann Bell  
Sally Ann Bell

Florence D. Tallman  
President  
FLORENCE TALLMAN  
EMIL J. MICUSIK  
Treasurer

STATE OF FLORIDA  
COUNTY OF BROWARD

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

I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Florence D. Tallman and Emil J. Micusik, known to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 10th day of December, 1993.

My commission expires:

Notary Public, State of Florida  
My Commission Expires June 12, 1994  
Bonded Three Thousand Dollars - Insurance Inc.

Sally Ann Bell  
Notary Public

IDENTIFICATION PROVIDED Credit Union Bank  
(S)HE DID/DID NOT TAKE AN OATH  
4755 N. Ocean Blvd.  
Ft Lauderdale  
33308

Return To:  
ROCAILLE CONDOMINIUM APTS.  
1965 SO. OCEAN BLVD. (A1A)  
POMPANO BEACH, FL 33062  
TEL: 305-946-0371

PROPERTY RIDDER:  
Boas

SHELLY ANN BELL

MJM

BR2150790501

95-199779 19001  
03-12-95 11:14AM

BK23145P60608

**DOCUMENT COVER PAGE**

(Place above this line request for recording office use.)

**Document Title:** AMENDMENT OF CONDO DECLARATION  
( Warranty Deed, Mortgage, Affidavit, etc. )

**Executed By:** ROSELLE CONDO. APART. INC. <sup>and Board of Dir</sup> OWNERS  
1965 S OCEAN BLVD.  
POMPANO BEACH, FL 33062

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Brief Legal Description:** NON REFUNDABLE FEE FOR <sup>of</sup> ASSESSING  
(if applicable) PROCESsing APPLICATION FOR  
NEW BUYERS OR RENTERS

⇒ **Return Recorded Document to:**  
ROSELLE CONDO APRT. INC  
1965 S OCEAN BLVD  
POMPANO BEACH, FL 33062

WLS



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPAHO BEACH, FLORIDA 33062

May 11, 1995

**AMENDMENT THIRTEEN TO THE DECLARATION OF CONDOMINIUM OF  
ROCAILLE CONDOMINIUM APARTMENTS, INC. IN UNINCORPORATED  
BROWARD COUNTY, A NON-PROFIT ORGANIZATION UNDER THE LAWS  
OF THE STATE OF FLORIDA.**

At a General Meeting of the Rocaille Condominium owners on Feb. 14, 1995, in order to incorporate into the Declaration of Condominium an action approved by the Florida Condominium Law, the Board of Directors offered a resolution to amend the Declaration to provide for the payment of application fees by prospective buyers and renters.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item F, CONVEYANCES, Sub-Section (1) Sale or Lease, shall be amended by the addition of Item (d):

(d) Application Fees  
"The Association shall charge a non-refundable fee for processing applications for new buyers and renters. This fee shall not exceed \$100.00."

The above resolution was unanimously approved by the Directors and a general vote of 19 FOR and 2 AGAINST, including proxies.

IN WITNESS THEREOF officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES:

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

Sally A. Bell

Ada Masdonati  
Ada Masdonati, Vice-President

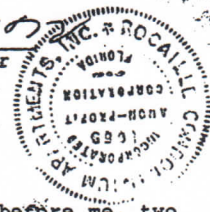
Emil J. Micusik

Emil J. Micusik  
Emil J. Micusik, Treasurer

STATE OF FLORIDA  
COUNTY OF BROWARD

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

SEAL



I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Ada Masdonati and Emil J. Micusik, known to be the Vice-President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 12 day of April, 1995.

My commission expires:



ADAIR MICHELLE GARNER  
MY COMMISSION # CC324121 EXPIRES  
October 17, 1997  
BONDED THROUGH FARM INSURANCE, INC.

Adair Michelle Garner  
Notary Public

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

Return to:

BK2344SPG0609

95-199795 T#001  
05-12-95 11:17AM

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title: AMENDMENT TO DECLARATION OF CONDO  
( Warranty Deed, Mortgage, Affidavit, etc. )

Executed By: ROOSEVILLE CONDO ASSN. INC., 1965 S OCEAN BLVD  
POMPANO BEACH, FL 33062 - OWNERS  
MEETING & BOARD OF DIR

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BK23445PC0634

Brief Legal Description: TO COMPLY WITH ANY OF TERMS OF CONDO  
(if applicable) DOCUMENTS AND REGULATIONS BY  
OWNER LEASEE OR INVITEE

Return Recorded Document to:

ROOSEVILLE CONDO ASSN. INC.  
1965 S OCEAN BLVD  
POMPANO BEACH, FL 33062 1965 S OCEAN BLVD A1A

(2)  
CRM



# Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)  
POMPANO BEACH, FLORIDA 33062

May 11, 1995

### AMENDMENT FOURTEEN TO THE DECLARATION OF CONDOMINIUM OF ROCAILLE CONDOMINIUM APARTMENTS, INC. IN UNINCORPORATED BROWARD COUNTY, A NON-PROFIT ORGANIZATION UNDER THE LAWS OF THE STATE OF FLORIDA.

At a General Meeting of the Rocaille Condominium owners on Feb. 14, 1995, in order to incorporate into the Declaration of Condominium an action approved by the Florida Condominium Law, the Board of Directors offered a resolution to amend the Declaration to provide authority to fine those who fail to comply with the terms of the condo documents and regulations.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Sub-Section (6) COMPLIANCE AND DEFAULT, shall be amended by the addition of item (e):

(e) Fines

(e) "Failure of a unit owner, its occupant, lessee or invitee, to comply with any of the terms of the condo documents and regulations adopted pursuant thereto may result in a fine being levied by the Board of Directors. The fine may be up to \$100. per day, per violation, up to a maximum of \$1000. The Board must give the accused notice of intent to fine, including the nature of the violation, and offer the opportunity for a hearing before a committee of non-board member owners. The decision of that committee will be binding."

The above resolution was unanimously approved by the Directors and a general vote of 17 FOR and 4 AGAINST, including proxies.

IN WITNESS THEREOF officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES:

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
A Florida Corporation

Sally Ann Bell  
SALLY ANN BELL

Ada Masdonati  
Ada Masdonati, Vice-President

Admiral H. H. H. H.  
GARDEN

Emil J. Micusik  
Emil J. Micusik, Treasurer

STATE OF FLORIDA  
COUNTY OF BROWARD

SEAL



I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Ada Masdonati and Emil J. Micusik, known to be the Vice-President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 12 day of April, 1995.

My commission expires:



ADAIR MICHELLE GARNER  
MY COMMISSION # 00324121 EXPIRES  
October 17, 1997  
BONDED THROUGH THE FAIR INSURANCE, INC.

Adair Michelle Garner  
Notary Public

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

PREPARED BY: Emil J. Micusik  
RETURN TO: Rocaille Condo Apts., Inc., 1965 S. Ocean Blvd., Pompano Beach  
FL 33062

PK23445PG0635

P. 1 of 2

# ARTICLES OF AMENDMENT

to

## ARTICLES OF INCORPORATION

of

**FILED**  
97 JUL 28 AM 8:38  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

ROCAILLE CONDOMINIUM APARTMENTS, INC.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)  
Article V is being amended.  
See Attached

**SECOND:** The date of adoption of the amendment(s) was: 5-13-97

**THIRD:** Adoption of Amendment (CHECK ONE)

- The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

ROCAILLE CONDOMINIUM APARTMENTS, INC.  
Corporation Name

Guy Trozzo Rose Firliek  
Signature of Chairman, Vice Chairman, President or other officer

Guy Trozzo Rose Firliek  
Typed or printed name

TREASURER Secretary 7/19/97  
Title Date



P. 2 of 2

AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
ROCAILLE CONDOMINIUM APARTMENTS, INC.

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

ARTICLE V  
DIRECTORS

1. The affairs of the Association will be managed by a board of not less than three nor more than seven directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors. Except as provided in the By-Laws, only owners of Units at the Condominium qualify to serve on the Board as a director.

. . .

CERTIFICATE OF AMENDMENT  
OF  
ROCAILLE CONDOMINIUM APARTMENTS, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation and By-Laws, exhibits to the Declaration of Condominium of Rocaille Condominium Apartments, as described in Official Records Book 3134 at Page 623 of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of JUNE, 1997, at Rocaille Condominiums, Broward County, Florida.  
1965 S. Ocean Blvd

By: *Paul Gjemre*

Print: PAUL G. GJEMRE

Attest: Rose Firlick

Print: ROSE FIRLICK

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>TH</sup> day of JUNE 1997, by PAUL GJEMRE as VICE President and ROSE FIRLICK as Secretary of Rocaille Condominium Apartments, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced (PERSONALLY KNOWN) as identification and did take an oath.

BK26664PG0913



JOHN DAVIDIO  
COMMISSION # CC 572647  
EXPIRES JUL 25, 2000  
BONDED THRU  
ATLANTIC BONDING CO., INC.

NOTARY PUBLIC:

sign *John Davidio*

print JOHN DAVIDIO  
State of Florida at Large

My Commission Expires:

*2*  
*99*

AMENDMENT TO THE  
ARTICLES OF INCORPORATION AND  
BY-LAWS OF  
ROCAILLE CONDOMINIUM APARTMENTS, INC.

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

TO THE ARTICLES OF INCORPORATION

ARTICLE V  
DIRECTORS

1. The affairs of the Association will be managed by a board of not less than three nor more than seven directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors. Except as provided in the By-Laws, only owners of Units at the Condominium qualify to serve on the Board as a director.

. . .

TO THE BY-LAWS

III. Directors.

1. The Board of Directors will consist of three members during the first corporation year and five (5) members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein or the owner of an unimproved apartment building site. In addition, individuals other than owners who meet the following criteria shall be eligible to serve on the Board:

a. Parents, children or sibling occupying the unit with the title holder for the purpose of providing care-giving services to the title holder;

b. Application must be made to and approval received from the Board in advance for a special circumstances eligibility; and

c. A valid power of attorney from the unit owner to the care-giver, and a written acknowledgment from the unit owner wherein he or she relinquishes the right to vote on Association matters.

. . .

interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the Unit and Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with the Exhibits attached hereto, except for changes or alterations approved in writing by the Association:

C. Not use or permit the use of his Unit for any purpose other than as a single family residence, and maintain his Unit in a clean and sanitary manner; provided, however, that Unit 101 shall be used solely for vehicle parking and storage under regulations established by the Association.

D. Not make or cause to be made any structural addition or alteration to his Unit, or to the Common Elements, without prior written consent of the Association and all mortgagees holding a mortgage on his Unit;

E. Not permit, or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members, or annoy them by unreasonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

F. Conform to and abide by the By-Laws and Uniform Rules and Regulations in regard to the use of Units and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Owner's property by, through or under him do likewise;

G. Make no alteration, decoration, repair, replacement or change of the Common Elements, or to any outside or exterior portion of the building, whether within a Unit or part of the Common Elements;

H. Allow the officers of the Association to enter any Unit at any reasonable time for the purpose of determining compliance with the Declaration, the By-Laws and the Rules and Regulations of the Association;

I. Show no sign, advertisement or notice of any type on the Common Elements, or his Unit, and erect no exterior antennas and aerials except as provided under Uniform Regulations promulgated by the Association;

J. Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Elements.

19. DESTRUCTION OF IMPROVEMENTS AND INSURANCE:

A. The Association shall purchase and obtain the following insurance:

- (1) Fire and extended coverage insurance insuring all of the insurable improvements erected within the condominium property for the full insurable value;
- (2) Public liability insurance 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 coverages and with cross liability endorsement

to cover liabilities of the Unit Owners as individuals or as a group to other Unit Owners:

- (3) Such other insurance deemed desirable by the Board of Directors of the Association.

The premiums for all such insurance shall be assessed against the Owners of each Unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustees, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee.

FIRST NATIONAL BANK IN FORT LAUDERDALE  
is hereby appointed Insurance Trustee, which bank is referred to hereinafter as the Insurance Trustee, or Trustee. The Association shall have the right, from time to time, to change the Insurance Trustee to another trust company authorized to conduct business in the State of Florida. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds.

B. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it, and shall hold such proceeds in trust for the Association, Unit Owners and mortgagees under the following terms:

- (1) In the event a loss occurs to any improvement within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to their Units. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or Common Elements, or both;

- (2) In the event that a loss of \$3,000.00 or less occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association, provided the Trustee first obtains the written approval of all first mortgagees holding mortgages encumbering the Units. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within Owners' Units, as estimated by the insurance carrier, and the Owners owning interests in Units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Units.

(3) In the event all first mortgagees do not agree to the payment of the proceeds as provided in the preceding paragraph, or in the event the damage exceeds \$3,000.00, then the Insurance Trustee shall hold all insurance proceeds in trust and shall disburse same as follows:

(a) In the event any first mortgagee demands application of insurance proceeds to the payment of its loan, the Trustee shall divide the insurance proceeds into shares proportionate to the assessment percentages and shall promptly pay each share jointly to the Owners and mortgagees of each Unit. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the Unit Owners and their respective mortgagees, if any.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the Units, and provided all first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor.

(c) In the event first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements, and within the Units, a membership meeting of the Association shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each Unit and the Owners thereof to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units. In the event the majority of the Voting Owners vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event the majority of the Voting Owners are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with paragraph 19 B (3) (a) above, and the condominium shall be terminated as hereinafter provided.

(4) In the event, after complete repair and reconstruction, and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with paragraph 19 B (3) (a) above.

(5) All covenants contained herein for the benefit of any mortgagee of a Unit may be enforced by such mortgagee.

20. COMMON EXPENSES AND ASSESSMENTS:

A. The common expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and any other expenses designated or inferred to be a common expense in this Declaration, or in the By-Laws attached hereto.

B. The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, and such budgets shall project the anticipated common expenses for the ensuing year.

C. After adoption of a budget, and determination of the annual assessment against Unit Owners in accordance with the shares of the common expenses hereinbefore set forth, the Association shall assess such sums by promptly notifying all Owners by delivering or mailing notice thereof to the Voting Owner representing each Unit, at such Owner's most recent address as shown by the books and records of the Association. One-quarter of the annual assessment shall be due and payable, in advance, to the Association on the 1st day of January, April, July and October regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each Unit, if necessary, to cover additional common expenses, and shall have the power to levy other special assessments as provided herein, which may or may not be equal per Unit.

D. Liability for Assessments.

The Owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial sale, or grantee of a Unit in lieu of foreclosure, shall be liable only for assessments coming due after such sale or conveyance and for that portion of due assessments prorated for the period after the date of such sale.

E. Lien for Assessments.

The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C hereof, shall be secured by a lien upon:

(1) The Unit and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the public records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days, and which lien shall be effective as against the Owner and all parties having knowledge thereof, actual, or constructive, by virtue of the recordation.

(2) All tangible personal property located in the Unit except that such lien shall be subordinate to bona fide liens of record.

F. Collections.

(1) Interest, application of payments, assessments and instalments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of six per cent. (6%) per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

(2) Suit.

The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, or by foreclosure of the lien securing the assessment, or by any other competent proceeding and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suit and attorneys' fees.

G. The Association may, at any time, require Owners to maintain a minimum balance on deposit with the Association to cover future

assessments. Said deposits shall be proportionate to each Unit's interest in the Common Elements.

H. The Board of Directors of the Association shall provide for the preparation of a financial and operating statement and present same at least annually to each of the Members. Any Member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant.

21. SPECIAL COMMON EXPENSE:

A. Immediately following the recordation of this Declaration, the Developer shall convey Unit 101 to G. EARL JAMES AS TRUSTEE. As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the Association shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the Lessee to be observed and performed, as set forth in that certain long-term lease (hereinafter referred to as the "Lease") to be entered into immediately following such conveyance, between G. EARL JAMES AS TRUSTEE, as Lessor, and RO-KI CORP., as Lessee (a copy of which lease is hereto annexed as Exhibit B-1) leasing Unit 101 of ROCAILLE CONDOMINIUM APARTMENTS, which said lease shall immediately thereafter be assigned to the Association, by assignment, a copy of which is hereto annexed as Exhibit C.

B. The monies to be paid by the Association in connection with its performance of the terms of said Lease shall be deemed a common expense, subject to the limitation of liability for this particular common expense as set forth in Paragraph 28 hereof.

22. DEVELOPER'S UNITS AND PRIVILEGES:

A. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sales of Units, including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and to show apartments. A sales office, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease, as contained in this paragraph. This right shall apply only to the initial sale or disposition of Developer's Units.

B. This paragraph 22, as well as the right of a first mortgagee of record, to sell or lease, after acquisition of an apartment unit, without the necessity of obtaining consent (as hereinafter set forth), and the necessity of obtaining the written consent of a first mortgagee of record to any amendment to this Declaration (also as hereinafter set forth), shall not be subject to amendment.

23. TERMINATION:

In addition to the method of termination provided in the Condominium Act, all owners of twenty-five (25) Units may remove the condominium property from the provisions of the condominium law by an instrument to that effect, duly recorded, provided that the holders of all first mortgage liens affecting any of the condominium parcels consent thereto, or agree, in either case, by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. In the event of any termina-



tion, the Directors of the Association shall then proceed to liquidate and dissolve the Association and distribute any surplus. Where more than one person has an interest in a Unit, the Association may elect to pay the share of surplus for said Unit jointly to the various owners of the Unit.

24. REMEDIES FOR VIOLATION:

Each Unit Owner shall be governed by and shall comply with the Florida Condominium Act, this Declaration, the By-Laws and the Rules and Regulations of the Association, as they may exist from time to time. Failure to do so shall entitle the Association, or any Unit Owner, or any first mortgagee holding a mortgage encumbering any Unit, to recover sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Unit Owner, or by such first mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement.

25. MAINTENANCE:

A. In the event Owners of a Unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Association shall have the right to levy at any time a special assessment against the Owners of such Unit for the necessary sums to put the improvements within the Unit in good condition and repair, or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors or officers of the Association to enforce compliance with the provisions hereof, and such entry shall not be deemed a trespass.

26. IMPROVEMENTS:

Subsequent to the original construction, improvements and additions to the Common Elements may be made by the Association levying a special assessment, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6th) of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Owners.

27. USE RESTRICTIONS:

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single-family residences:

Except for Unit 101 which shall be used for vehicle parking and storage, the condominium property shall be used only for single-family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the Units for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances:

No nuisance shall be allowed upon the condominium property, nor any use or practice which 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 property 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.

C. Lawful Use:

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

D. Leasing:

Entire Units may be rented provided the occupancy is only by the Lessee and his family and is not for less than one month and not longer than one year. No rooms may be rented, and no transient tenants accommodated, except for Unit 101.

E. Regulations:

Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) per cent. of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all Unit Owners.

F. Conveyances:

In order to secure a community of congenial residents and thus protect the value of the Units, the sale, leasing and mortgaging of Units by any Owner other than the Developer shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land.

(1) Sale or Lease: Except for Unit 101, no Unit Owner may dispose of a Unit, or any interest therein, by sale or by lease for a term of more than one year without approval of the Association, except to another Unit Owner. If the purchaser, or lessee, is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. The approval of the Association shall be obtained as follows:

(a) Notice to Association:

A Unit Owner intending to make a bona fide sale, or a bona fide lease, for a period of longer than one year, of his Unit, or any interest therein, shall give notice to the Association of such intention, together with the name and address of the proposed purchaser, or lessee, together with such other information as the Association may require.

(b) Election of Association:

Within thirty (30) days after receipt of such notice, the Association must approve the transaction, or furnish a purchaser, or lessee, approved by the Association, who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser, or lessee, furnished by the Association, may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser, or lessee.

(c) In the event of the death of the Owner of a Unit, his heir, devisee or the grantee of the personal representative

of the estate of such deceased Owner shall give notice to the Association of the intent of such heir, devisee or grantee of the personal representative of the estate to occupy said apartment, together with the name and address of the proposed occupant, together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy of the Unit by such applicant, or purchase the Unit, or furnish a purchaser who will purchase the Unit from said heir, devisee or grantee of the personal representative of the estate at the then market value of the Unit.

(2) Mortgage:

Except for Unit 101, no Unit Owner may mortgage his condominium parcel, or any interest therein, without the approval of the Association, except to a bank, life insurance company or a Federal savings and loan association. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a Unit.

(3) Liens:

(a) Protection of property:

All liens against a Unit other than for permitted mortgages, taxes or special assessments shall be satisfied, or otherwise removed, within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before they become delinquent.

(b) Notice of Lien:

A Unit Owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes and special assessments, within five (5) days after the lien attaches.

(c) Notice of Suit:

A Unit Owner shall give notice to the Association of every suit, or other proceeding, which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives notice thereof.

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

(4) Judicial Sales:

Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of a Unit, or any interest therein, shall be valid unless:

(a) Approval of the Association:

The sale is to a purchaser approved by the Association, which approval shall be in recordable form, and shall be delivered to the purchaser and recorded in the public records of Broward County, Florida; or

(b) Public Sale:

The sale is a public sale with open bidding; or

(c) Should the interest of any Unit Owner become subject to a first mortgage as security in good faith, or for value, the holder of such mortgage, upon becoming the owner of such interest, through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said Unit may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions here-

in to the contrary, but the seller shall otherwise sell, and the purchaser, or lessee, shall take subject to the condominium documents.

(5) Unauthorized transactions:

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

(6) Compliance and Default:

Each Unit Owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association, or other Unit Owners, to the following relief:

(a) Legal Proceedings:

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association or, in a proper case, by an aggrieved Unit Owner.

(b) Negligence:

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit.

(c) Costs and Attorneys' Fees:

In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights:

The failure of the Association, or any Unit Owners, to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

28. ADDITIONAL RIGHTS OF MORTGAGEES:

As provided in Paragraph 21 hereof, the Association is obligated to perform all obligations of the Lessee in the lease described in said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on an apartment unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said lease. The foregoing immunity and waiver of obligations to the mortgagees shall apply to all obligations arising from the lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale of such unit by said mortgagee-owner.

Nothing herein contained shall require the Association or Owners of any other apartment units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above.

29. CONDOMINIUM DOCUMENTS:

The documents which shall govern the condominium are:

A. This Declaration of Condominium, herein referred to as "The Declaration", which sets forth the nature of the property rights of the various Owners of the property in the condominium, and the covenants running with the land which affect such rights. All condominium documents shall be subject to the provisions of this Declaration.

B. Articles of Incorporation of ROCAILLE CONDOMINIUM APARTMENTS, INC., a non-profit corporation, by which the Owners of apartments will administer the condominium.

C. By-Laws of ROCAILLE CONDOMINIUM APARTMENTS, INC.

30. Atlantic Federal Savings and Loan Association of Fort Lauderdale, Florida, the holder of a mortgage on the condominium property, joins in this Declaration for the sole purpose of amending the legal description of its first mortgage lien on the property covered by this Declaration of Condominium to include each and every Unit thereof in order to permit the releasing of such Units in accordance with the description of same contained in this Declaration of Condominium.

IN WITNESS WHEREOF, the Developer, RO-KI CORP. and ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION, by their respective appropriate officers have executed this Declaration, this 30th day of November 1965, and caused their respective corporate seals to be affixed.

Witnesses:

Carol Honzarski  
June B. Hallen

RO-KI CORP.,  
a Florida corporation

By William E. Hougren  
President

Attest: [Signature]  
ASST. Secretary

ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION

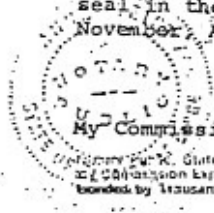
Carol A. Lessman By [Signature]  
Carol Szijkauskis Vice Pres

EE 3134 PAGE 637

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared WILLIAM E. BLOMGREN and G. EARL JAMES, well known to me to be the President and Assistant Secretary of RO-KI CORP., a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State last aforesaid, this 30th day of November, A. D. 1965.



My Commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 17, 1966  
Bonded by Transamerica Insurance Co.

Oppe West  
NOTARY PUBLIC  
State of Florida at Large

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ROBERT W. FOX (Vice President) well known to me to be an officer of ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION; that then and there the said individual acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation, that his name is officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State last aforesaid, this 6<sup>th</sup> day of December, A. D., 1965.

My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 1, 1966  
BONDED THROUGH FICO W. ...

Virginia Miller Morgan  
NOTARY PUBLIC  
State of Florida at Large

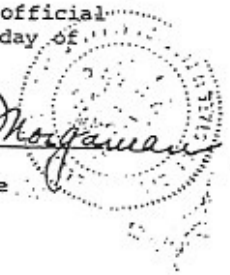






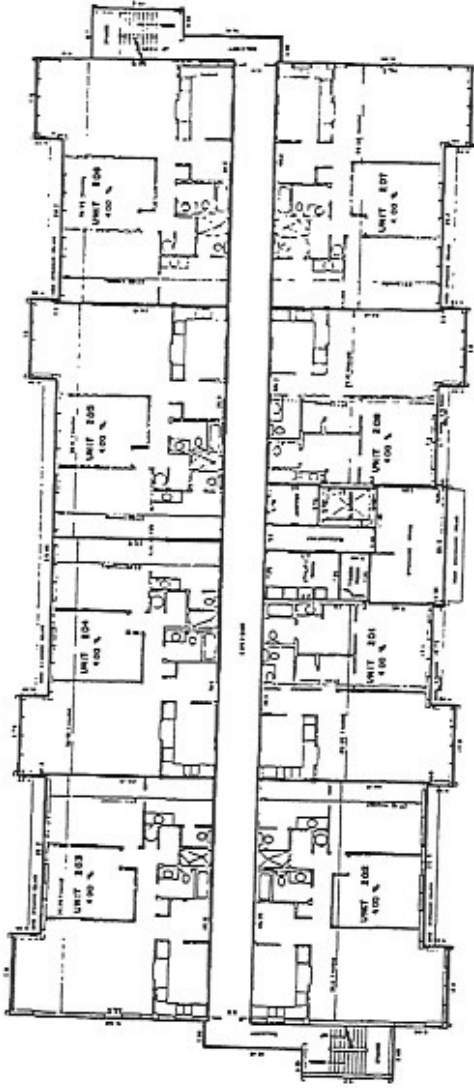
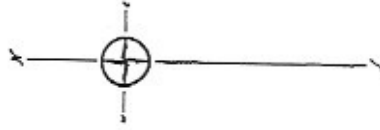


EXHIBIT A

PAGE 3

ANNEXED TO AND MADE A PART OF "DECLARATION" BY RO-KI CORPORATION

CITIZENSBUILDING AND SAFETY ACT OF 1935



**CERTIFICATION:**  
I, the undersigned, being duly qualified by law to practice as a professional engineer, do hereby certify that the above described second floor plan, as shown, is a true and correct copy of the original record drawings and specifications for the second floor of the above described building, and that the same are in conformity with the laws and ordinances of the State of Illinois, and of the City of Chicago.

**RO-KI CORPORATION**  
1820 WEST ROOSEVELT AVENUE  
CHICAGO, ILLINOIS  
REGISTERED PROFESSIONAL ENGINEER

**ROCALLE CONDOMINIUM APARTMENTS**  
**SECOND FLOOR PLAN**

OWNER	RO-KI CORPORATION
DESIGNED BY	MILWAUKEE ENGINEERING CO.
DATE	JANUARY 1, 1968
SCALE	1/8" = 1'-0"

**NOTE:**  
The above floor plan shows the second floor of the building as proposed. It is assumed that the building is to be constructed in accordance with the laws and ordinances of the State of Illinois, and of the City of Chicago. The owner is advised that the above floor plan is subject to change without notice. The owner is also advised that the above floor plan is not to be used for any other purpose than the one for which it was prepared.

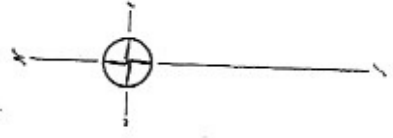
**COMMON ELEMENTS:**  
The Common Elements include all of the portions, boundaries, interests, and all appurtenant easements, rights, and appurtenances, whether vested or contingent, that are owned or shared by the owners of the several units in the building.

**LEGAL DESCRIPTION:**  
Reference is made to Section 1, Township 43 S., Range 2 W., 10th E., of Cook County, Illinois. The second floor of the building is located on the north and west corners of the block bounded by the intersection of the intersection of the east and west boundaries of the block and the intersection of the north and south boundaries of the block.



EXHIBIT A

PAGE 5  
ANNEXED TO AND MADE A PART OF  
"DECLARATION"  
BY RO-KI CORPORATION  
FILE NO. 10-100000-001

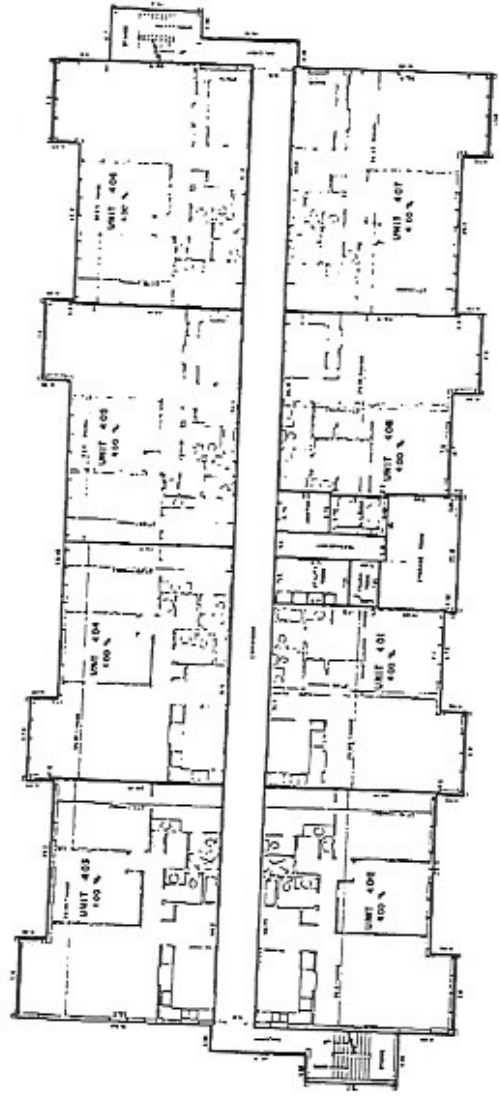


CERTIFICATION:  
I, the undersigned, being duly qualified in the State of Florida, do hereby certify that the foregoing Declaration is a true and correct copy of the Declaration as recorded in the Public Records of the State of Florida, and that the same is a true and correct copy of the Declaration as recorded in the Public Records of the State of Florida, and that the same is a true and correct copy of the Declaration as recorded in the Public Records of the State of Florida.

WILLIAM W. THOMAS, Esq. LL.M.  
By *William W. Thomas*  
Notary Public for the State of Florida  
My Comm. Exp. 12/31/88

ROGALE CONDOMINIUM APARTMENTS  
FOURTH FLOOR PLAN  
1445 SOUTH BEACH BLVD.  
POMONA BEACH, FLORIDA  
FOR  
RO-KI CORPORATION  
WILMINGTON ENGINEERING CO.  
100 N. YEAZIE BLVD.  
POMONA BEACH, FLORIDA

DATE: 12-1-88	SCALE: 1/8" = 1'-0"
PROJECT: 88-11	DATE: 12-1-88
OWNER: RO-KI CORP.	NO. 10-100000-001



NOTES:  
1. The owner reserves the right to alter the floor plan and unit layouts at any time without notice and without liability to the unit owners.  
2. The owner reserves the right to alter the floor plan and unit layouts at any time without notice and without liability to the unit owners.  
3. The owner reserves the right to alter the floor plan and unit layouts at any time without notice and without liability to the unit owners.  
4. The owner reserves the right to alter the floor plan and unit layouts at any time without notice and without liability to the unit owners.  
5. The owner reserves the right to alter the floor plan and unit layouts at any time without notice and without liability to the unit owners.

COMMON ELEMENTS:  
The common elements include all of the portions hereinafter described, and all appurtenant thereto, including but not limited to the following:  
1. The exterior walls, roof, and foundation of the building.  
2. The exterior doors and windows of the building.  
3. The exterior stairs and ramps of the building.  
4. The exterior balconies and patios of the building.  
5. The exterior parking areas of the building.  
6. The exterior landscaping of the building.  
7. The exterior lighting of the building.  
8. The exterior signs of the building.  
9. The exterior furniture of the building.  
10. The exterior fixtures of the building.

SERIAL DESCRIPTION:  
All of the units, including the common elements, are located on the fourth floor of the Rogale Condominium Apartments, located at 1445 South Beach Blvd., Pomona Beach, Florida. The units are numbered 403 through 420. The common elements include the exterior walls, roof, foundation, doors, windows, stairs, ramps, balconies, patios, parking areas, landscaping, lighting, signs, furniture, and fixtures of the building.

BY - LAWS

of the

ROCAILLE CONDOMINIUM APARTMENTS, INC.,  
 a corporation not for profit under  
the laws of the State of Florida

I. Identity.

These are the By-laws of the Rocaille Condominium Apartments, Inc., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on \_\_\_\_\_. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida:

A parcel of land lying in Section 7, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the East by the West right-of-way line of State Road A-1-A; on the North by the North line of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 7 and the Easterly extension thereof; on the South by a line parallel to and 125 feet South of (as measured at right angles) the said North line of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 7 and the Easterly extension thereof; on the West by a line parallel to and 250 feet West of (as measured along the North and South lines thereof) the West right-of-way line of said State Road A-1-A; subject to easement for private road purposes over and across the North 20 feet thereof.

1. The office of the Association shall be at Rocaille Condominium Apartments, 1965 South Ocean Drive, Pompano Beach, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

II. Members.

1. The annual members' meeting shall be held at the office of the corporation at 1965 South Ocean Drive Pompano Beach, Florida, on February 10<sup>th</sup> of each year. for the purpose of electing directors and of 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.
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 one-third of the votes of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects 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 ten (10) days nor more than sixty (60) 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.
4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
5. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by

the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. Adjourned meetings. If any meeting of 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.

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

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

(j) New business.

(k) Adjournment.

III. Directors.

1. The Board of Directors will consist of three members during the first corporation year and five (5) members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein or the owner of an unimproved apartment building site.

2. Election of directors shall be conducted at the annual meetings and shall be determined by the cumulative voting method. After the first corporation year, the directors shall be the five (5) nominees for office of director receiving the highest number of votes at each annual meeting of the members of the corporation.

3. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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 providing a quorum shall be present.

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 days prior to the day named for such meeting unless such notice is waived.

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 votes of the Board. Not less than three 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.

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.

8. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. 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 until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

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

10. Directors' fees, if any, shall be determined by the members.

11. A director may be removed for cause or for the failure to be either the owner of a condominium unit, have an interest therein, or, in the event of corporate ownership, to be an officer or designated agent thereof. The removal of a director pursuant to this paragraph



shall be by the majority vote of the remaining Board Members at a special meeting called for that purpose. In the alternative, directors may be removed upon the affirmative vote of two-thirds of the members of the Association at a special meeting called for that purpose.

IV. Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective: Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.
6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. Officers.

1. The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are

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 may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and service of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep 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 shall perform the duties of the Secretary when the Secretary is absent.

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

6. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a

director for the management of the condominium.

VI. Fiscal management.

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

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment and for each unimproved apartment building site. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(1) General expense budget:

(i) Maintenance and operation of general common areas:

- Club house
- Landscaping
- Office and shop
- Streets and walkways
- Swimming pool

(ii) Utility services

(iii) Casualty insurance

(iv) Liability insurance

(v) Administration

(2) Apartment expense budget for each apartment building:

(i) General expense budget

(ii) Apartment building expense budget

(b) Copies of the budget and proposed assessments

shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. 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.

4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

VII. Parliamentary rules.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-laws of the corporation or with the Statutes of the State of Florida.

VIII. Amendments.

Amendments to the By-laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.
3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.
4. Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

The foregoing were adopted as the By-laws of Rocaille Condominium Apartments, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on December 14, 1965.

Victor A. Maffey  
Victor Maffey, Secretary

APPROVED:  
William Blomgren  
William Blomgren, President

INDEX TO LEASE

LESSOR: G. EARL JAMES, as Trustee

LESSEE: RO-KI CORP., a Florida corporation

DATED: *December 14, 1965*

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EXHIBIT B-1

REF. 3134 REC. 055

NINETY-NINE YEAR LEASE

THIS LEASE, Made and entered into this 14<sup>th</sup> day of December, 1965, by and between G. EARL JAMES, as Trustec, hereinafter called LESSOR (which term shall include his heirs and assigns), and RO-KI CORP., a Florida corporation, hereinafter called LESSEE (which term shall include its successors and assigns),

WITNESSETH that:

LESSOR, for and in consideration of the payment of the rent and performance of the covenants and agreements by LESSEE, as hereinafter set forth, hereby demises, lets and leases the following described property situated in the County of Broward, State of Florida, to-wit: UNIT 101 of ROCAILLE CONDOMINIUM APARTMENTS at 1965 South Ocean Drive, Pompano Beach, Broward County, Florida.

TO HAVE AND TO HOLD, together with appurtenances, for a term of ninety-nine (99) years, commencing on the 1<sup>st</sup> day of January, ~~1964~~ 1965, and ending on the anniversary date, ninety-nine (99) years later, said Lease to be upon the following terms and conditions.

LEASE CONSIDERATION

~~ARTICLE I: As partial consideration for the execution of this Lease, LESSEE has this date paid LESSOR the sum of \$ \_\_\_\_\_, the receipt of which is hereby acknowledged; said sum representing the rental fee for the first lease period up to the date set forth in ARTICLE III below.~~

USE OF PREMISES

ARTICLE II: It is understood and agreed between the parties hereto that said premises during the continuance of this Lease may be used and occupied only for vehicle parking and storage, at all



times subject to the rules and regulations promulgated by Rocaille Condominium Apartments, Inc., or its successors in interest and authority.

RENT

ARTICLE III: LESSEE shall pay and does hereby agree to pay LESSOR at such place or places as LESSOR may designate from time to time in writing, a lease payment or rent on the above described premises as follows:

A monthly rental of \$12.00 per unit commencing on the 1st day of January, 1966, and payable monthly, in advance, on the \_\_\_\_\_ day of each and every calendar month during the term of this Lease, ~~subject to the increase of such sum in accordance with the provisions of ARTICLE XXI below~~ LS

CARE OF PREMISES

ARTICLE IV: LESSEE shall not perform any acts or carry on any practices which may injure the improvements on the above described premises or be a nuisance or menace to the occupants of the building in which said unit is located.

UTILITY SERVICES

ARTICLE V: LESSEE agrees that LESSOR has no obligation to provide any utilities to the leased premises but rather LESSEE agrees that through membership in Rocaille Condominium Apartments, Inc., its successors or assigns, the necessary and desirable utilities for LESSEE'S own uses shall be paid for and provided.

MAINTENANCE OF PREMISES

ARTICLE VI: LESSEE agrees that LESSEE has the obligation to maintain the leased premises in good order, condition and repair and that LESSOR has no obligation whatever to maintain the leased premises or any of the improvements thereon. LESSEE agrees to permit no waste, damage or injury to said premises. At the expiration of the Lease

created hereunder, LESSEE shall surrender the premises in good condition, reasonable wear and tear excepted. LESSEE agrees that the electrical systems, water systems, fixtures and equipment within and upon the leased premises, shall be under the full control of the LESSEE through membership in Rocaille Condominium Apartments, Inc., its successors or assigns, and that all operation, upkeep, repairs and replacements of such items shall be done by and at LESSEE'S expense.

COVENANT TO HOLD HARMLESS

ARTICLE VII: LESSOR shall be and is hereby held harmless by LESSEE from any liability for damages to any person or any property in or upon said leased premises, including the person and property of LESSEE, and LESSEE'S employees and all persons upon the leased premises at LESSEE'S invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at the risk of LESSEE only. LESSEE shall not suffer or give cause for the filing of any lien against the leased premises; and the existence of any such lien of any nature against the leased premises for thirty (30) days shall be a material breach of this Lease.

INSURANCE

ARTICLE VIII: LESSEE shall, during the entire term hereof, and in conjunction with the other unit owners in the building, cause to be kept in full force and effect a policy of public liability insurance covering the leased premises in which both LESSOR and LESSEE shall be named as parties covered thereby, and in which the limits of liability shall be not less than \$300,000.00 for one person, \$500,000.00 for more than one person and \$10,000.00 for property damage in any single incident. LESSEE shall cause to be furnished to LESSOR a certificate

of insurance, or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by LESSEE within ten (10) days prior to the due date of same. LESSEE agrees to cause to be placed and maintained, for the benefit of the LESSOR, fire, casualty and comprehensive insurance covering the leased premises in amounts to assure the replacement of the leased premises.

ASSIGNMENT

ARTICLE IX: LESSEE may assign its interest in this Lease to Rocaille Condominium Apartments, Inc., but thereafter no assignment may be made without LESSOR'S consent.

It is expressly understood that LESSEE intends to grant to owners or occupants of other units in said condominium the right to use the demised premises for parking and storage.

NON-PAYMENT OF RENT

ARTICLE X: If any rent payable by LESSEE to LESSOR shall be and remain unpaid for more than fifteen (15) days after same is due and payable, or if LESSEE shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for LESSOR to declare this Lease forfeited and the said term ended, and to re-enter said premises, with or without process of law, using such force as may be necessary to remove LESSEE and its chattels therefrom, and LESSOR shall not be liable for damages by reason of such re-entry of forfeiture; but notwithstanding such re-entry by LESSOR, the liability of LESSEE for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. And it is further understood that LESSEE will pay, in addition to the fees and other sums agreed to be paid hereunder, such

additional sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by LESSOR to enforce the provisions of this Lease or the collection of the rent due LESSOR hereunder.

BANKRUPTCY

ARTICLE XI: Neither this Lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

HOLDING OVER

ARTICLE XII: In the event LESSEE remains in possession of the leased premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said premises as a LESSEE from month to month, subject to all the conditions, provisions and obligations of this Lease.

WAIVER

ARTICLE XIII: One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR'S consent or approval shall not deem to waive or render unnecessary LESSOR'S consent or approval to or of any subsequent similar act by LESSEE.

NOTICES

ARTICLE XIV: Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice of LESSEE is in writing addressed to LESSEE at the last known post office address of LESSEE or to Rocaille Condominium Apartments, Inc., its successors or assigns at its last known address and sent by registered mail with postage prepaid, and if such

RE: 3134 MW 860

notice to LESSOR is in writing, addressed to the last known post office address of LESSOR and sent by registered mail with postage prepaid.

CONSTRUCTION

ARTICLE XV: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used and the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

NON-LIABILITY

ARTICLE XVI: LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

CONSENT NOT UNREASONABLY WITHHELD

ARTICLE XVII: LESSOR agrees that whenever under this Lease provision is made for LESSEE securing the written consent of LESSOR such written consent shall not be unreasonably withheld.

ACCEPTANCE OF PREMISES

ARTICLE XVIII: It is agreed that by use of the subject premises as LESSEE, the LESSEE formally accepts the same and acknowledges that the LESSOR has complied with all requirements imposed upon it under

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the terms of this Lease with respect to the condition of the premises at the time the LESSEE commences occupancy of the same.

TAXES

ARTICLE XIX: LESSEE agrees that, as part of the consideration of this Lease, it will pay any and all real estate taxes and assessments levied upon the land and improvements of the above described premises during the term of this Lease, and in the event that LESSEE shall fail to pay and cause discharge of the same when due, the LESSOR may pay the same and such amounts paid, including any penalties or interest, shall be added to the rental due hereunder and payable by LESSEE upon the next rental payment due.

IMPROVEMENTS AND ALTERATIONS

ARTICLE XX: LESSEE further covenants that it is leasing hereunder premises already improved for vehicle parking and storage purposes and, therefore, LESSOR does not contemplate the placing of improvements on or the making of alterations to the demised premises during the term of this Lease. However, should the LESSEE participate in the placing of any improvements or alterations to the above described premises, then it agrees that such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the LESSOR. And the LESSEE further agrees, in the event of the making such improvements or alterations, to indemnify and save harmless the LESSOR from all expense, liens, claims or damages to either

persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations or additions.

ARTICLE XXI: The LESSEE pledges with and assigns unto the LESSOR all of the rents, issues and profits which might otherwise accrue to the LESSEE for the use, enjoyment and operation of the Demised Premises and in connection with such pledging of the rents the LESSEE covenants and agrees with the LESSOR that if the LESSOR, upon default of the LESSEE, elects to file suit in chancery to enforce the Lease and protect the LESSOR'S right hereunder, then the LESSOR may, as Ancillary to said suit, apply to any Court having jurisdiction thereof for the appointment of a receiver of all and singular the Demised Premises, the improvements and buildings located therein; and, thereupon, it is expressly covenanted and agreed that the Court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to the LESSOR and without reference to the adequacy or inadequacy of the value of the property which is subject to the LESSOR'S lien or to the solvency or insolvency of the LESSEE, and without reference to the commission of waste.

ARTICLE XXII: The LESSEE is the Developer of a condominium apartment project known as ROCAILLE CONDOMINIUM APARTMENTS, a condominium, and the LESSEE proposes to construct on said lands ~~twenty five (25)~~ <sup>twenty four (24)</sup> residential apartment units under the Condominium Act, Chapter 63-35, Laws of Florida, 1963, and title to the individual condominium apartment units will initially vest in the LESSEE

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upon the filing of a Declaration of Condominium applicable to the lands described in said Lease. The improvements which the LESSEE contemplates constructing or causing to be constructed on the Demised Premises shall consist of certain buildings and other improvements for the common use and benefit of the owners of the individual condominium apartment units hereinabove described, which use shall be subject to the terms and conditions of this Lease.

It is, further, recognized by the parties that the aforesaid improvements to be constructed or placed upon the Demised Premises will be of a special character permitting the use and enjoyment of said improvements only by the owners of said condominium apartment units. It is, therefore, recognized between the LESSOR and the LESSEE that the payment of rentals and other charges imposed upon the LESSEE by the terms of this Lease, as well as the performance of all other terms and conditions of this Lease shall be further secured by a lien in favor of the LESSOR on all of the adjacent lands of the LESSEE upon which said condominium apartment project is to be constructed. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever, except the lien of any institutional first mortgagee of an individual condominium apartment unit.

An institutional first mortgagee lien is hereby defined as any such mortgage held by a bank, federal savings and loan association or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall

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be superior to the lien of the LESSOR herein on said adjacent lands of the LESSEE.

The enforcement by the LESSOR of the lien herein created against the adjacent lands owned by the LESSEE may be by appropriate action for the enforcement of liens generally together with all other remedies elsewhere provided in this Lease.

ARTICLE XXIII: AND the said LESSEE hereby covenants and agrees:

1. To pay all and singular the sums of money payable by virtue of this Lease promptly on the days respectively the same severally become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature, including assessments on said lands described in this Lease, and if the same be not promptly paid the said LESSOR may, at any time, pay the same without waiving or affecting the option to foreclose, or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 10% per annum, and specifically to pay the principal and interest payments upon any mortgages as to which this Lease is subordinate.
3. To pay all and singular the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by said LESSOR because of the failure on the part of the said LESSEE to

perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of this Lease, and every such payment shall bear interest from date at the rate of 10% per annum.

4. To permit, commit or suffer no waste, impairment or deterioration of said lands described in this Lease, or any part thereof.

IN WITNESS WHEREOF, the LESSOR has hereunto set his hand and seal the day and year first above written, and the LESSEE has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Paul Thomas  
June B. Hallen

G. Earl James (L.S.)  
G. EARL JAMES, as Trustee  
LESSOR



Paul Thomas  
June B. Hallen

RO-KI CORP.  
By: William E. Blayton  
President  
Attest: G. Earl James  
Asst. Secretary  
LESSEE

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared G. EARL JAMES, as Trustee, to me known to be the person described as LESSOR in the foregoing Lease, and who acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> December day of ~~November~~, A. D., 1965.



Armedist  
NOTARY PUBLIC  
State of Florida at Large

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM BLOMGREN and G. EARL JAMES, well known to me to be the President and Assistant Secretary, respectively, of the corporation named as LESSEE in the foregoing Lease, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> December day of ~~November~~, A. D., 1965.



Armedist  
NOTARY PUBLIC  
State of Florida at Large

ASSIGNMENT OF LEASE

3134 PAGE 667

KNOW ALL MEN BY THESE PRESENTS:

That RO-KI CORP., a Florida corporation, having its principal place of business in the City of Fort Lauderdale, Broward County, Florida, ASSIGNOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by ROCAILLE CONDOMINIUM APARTMENTS, INC., a non-profit Florida corporation, ASSIGNEE, hereby assigns to the said Assignee that certain Lease between G. EARL JAMES, AS TRUSTEE, as Lessor, and RO-KI CORP., a Florida corporation, as Lessee, dated the 14 day of December, 1965, and recorded in O. R. Book 3134, Pages 654 through 666 of the Public Records of Broward County, Florida, covering the following described premises:

That certain condominium parcel made up of Unit 101 and 1/25ths interest in and to those Common Elements appurtenant to said unit in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that Declaration of Condominium of ROCAILLE CONDOMINIUM APARTMENTS as recorded in O. R. Book 3134, Pages 623 through 653, of the Public Records of Broward County, Florida;

TO HAVE AND TO HOLD the same unto the Assignee, ROCAILLE CONDOMINIUM APARTMENTS, INC., a non-profit Florida corporation, its successors and assigns, from the 1st day of January, 1966 for all of the remainder of the term mentioned in the said Lease, subject to the rents, covenants and conditions therein contained.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto

-1-

Exhibit C

duly authorized, this 14th day of December,  
1965.



ATTEST [Signature]  
G. Earl James, Asst. Secy.  
Signed, sealed and delivered  
in the presence of:

RO-KY CORP.  
By: [Signature]  
William Blomgren, President

[Signature]  
[Signature]

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer  
duly authorized in the State and County aforesaid to take  
acknowledgments personally appeared WILLIAM BLOMGREN and  
G. EARL JAMES, well known to me to be the President and  
Assistant Secretary, respectively, of the corporation named  
as Assignor in the foregoing Assignment of Lease, and that  
they severally acknowledged executing the same in the presence  
of two subscribing witnesses freely and voluntarily under  
authority duly vested in them by said corporation, and that  
the seal affixed thereto is the true corporate seal of said  
corporation.

WITNESS my hand and official seal in the County and  
State last aforesaid this 14th day of December, A. D.  
1965.



My Commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 17, 1969  
Bonds by Transamerica Insurance Co.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

FLORIDA NATIONAL RECORDS BUREAU  
14000 UNIVERSITY BLVD.  
JACK WHEELER  
TALLAHASSEE, FLORIDA

CERTIFICATE OF RECORDING OF  
ARTICLES OF INCORPORATION  
ROCAILLE CONDOMINIUM APARTMENTS, INC.

97-268852 T#001  
05-28-97 08:11AM

WHEREAS, the Declaration of Condominium of Rocaille Condominium Apartments was duly recorded in Official Records Book 3134, at Page 623 of the Public Records of Broward County, Florida; and

WHEREAS, Rocaille Condominium Apartments, Inc. is the entity identified in the said Declaration responsible for the operation and management of the Rocaille residential community; and

WHEREAS, the Articles of Incorporation of the said Association have not been previously recorded in the Public Records of Broward County, Florida; and

WHEREAS, Section 728.104(3)(j) AND (k) F.S. require that the Articles of Incorporation of the Association be recorded in the Public Records; and

WHEREAS, the Board of Directors of the Association desires to have the above-mentioned Articles be entered of record.

NOW THEREFORE, the undersigned hereby certify that the Articles attached hereto are a true and correct copy of same as of this date.

WITNESS our signatures hereto this 8<sup>TH</sup> day of MAY, 1997, at POMPANO BEACH, Broward County, Florida.

ROCAILLE CONDOMINIUM APARTMENTS, INC.

By: Rose Firlick  
ACTING President

Attest: Guy Trozzo  
Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of MAY, 1997, by ROSE FIRLICK and GUY TROZZO, as President and Secretary of Rocaille Condominium Apartments, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced (PERSONALLY KNOWN) as identification and did take an oath.



JOHN DOVIDIO  
COMMISSION # CC 572047  
EXPIRES JUL 25, 2000  
BONDED THRU  
ATLANTIC BONDING CO., INC.

NOTARY PUBLIC:

sign: John Dovidio

print: JOHN DOVIDIO  
State of Florida at Large

My Commission Expires:

KAYE + Koger P.A. - 6261 N.W. 6<sup>TH</sup> WAY #103-FY. LAUDERDALE, FL. 33309

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8

ARTICLES OF INCORPORATION

OF

ROCAILLE CONDOMINIUM APARTMENTS, INC.

APPROVED AND FILED

SECRETARY OF STATE  
1955 DEC 13

RECEIVED

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

ARTICLE I

NAME

The name of the corporation shall be ROCAILLE CONDOMINIUM APARTMENTS, INC. For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is stated as follows:

1. A condominium known as "ROCAILLE CONDOMINIUM APARTMENTS, INC." is being constructed upon the following lands in Broward County, Florida:

A parcel of land lying in Section 7, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the East by the West right-of-way line of State Road A-1-A; on the North by the North line of the S $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 7 and the Easterly extension thereof; on the South by a line parallel to and 125 feet South of (as measured at right angles) the said North line of the S $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 7 and the Easterly extension thereof; on the West by a line parallel to and 250 feet West of (as measured along the North and South lines thereof) the West right-of-way line of said State Road A-1-A; subject to easement for private road purposes over and across the North 20 feet thereof,

hereinafter called the land.

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2. The documents creating the condominium provide for the ultimate construction of 25 units upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

3. The Association shall make no distributions of income to its members, directors or officers.

### ARTICLE III

#### POWERS

The powers of the Association shall include and be governed by the following provisions:

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

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The reconstruction of improvements after casualty and the further improvement of the property.

(e) To make and amend reasonable regulations respecting the use of the property in the condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

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(f) To approve or disapprove of proposed leases and mortgages of units.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-laws of the Association and the regulations for the use of the property in the condominium.

(h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land.

#### ARTICLE IV

##### MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

1. All owners of units in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the public records of Broward County, Florida, of a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the units in the condominium.

4. Members of the Association shall be entitled to one vote for each unit owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

#### ARTICLE V

#### DIRECTORS

1. The affairs of the Association will be managed by a board of not less than three nor more than seven directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

WILLIAM BLOMGREN	Professional Building Sunrise Center E. Sunrise Boulevard Fort Lauderdale, Florida
VICTOR MAPPEY	3050 N. Federal Highway Fort Lauderdale, Florida
HENRI TRUDEAU	320 Madeline Avenue Fort Lauderdale, Florida

#### ARTICLE VI

#### OFFICERS

The affairs of the Association shall be administered by officers elected by the board of directors at its first meeting following the annual meeting of the members of the Association, which officers shall

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serve at the pleasure of the board of directors. The addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President	WILLIAM BLOMGREN Professional Building Sunrise Center E. Sunrise Boulevard Fort Lauderdale, Florida
Vice President and Assistant Secretary	HENRI TRUDEAU 320 Madeline Avenue Fort Lauderdale, Florida
Secretary-Treasurer	VICTOR MAFFEY 3050 N. Federal Highway Fort Lauderdale, Florida

#### ARTICLE VII

##### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with 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, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE VIII

##### BY-LAWS

✓  
The By-Laws of the Association shall be adopted by the board of

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directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

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ARTICLE IX

AMENDMENTS

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

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

2. A resolution approving a proposed amendment may be proposed by either the board of directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by all of the directors and by not less than 75% of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Broward County, Florida.

ARTICLE X

TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

ARTICLE XI

SUBSCRIBERS

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

WILLIAM BLOMGREN

Professional Building  
Sunrise Center  
E. Sunrise Boulevard  
Fort Lauderdale, Florida

VICTOR MAFFEY

3050 N. Federal Highway  
Fort Lauderdale, Florida

HENRI TRUDEAU

320 Madeline Avenue  
Fort Lauderdale, Florida

IN WITNESS WHEREOF the subscribers have hereto affixed their  
signatures this 30th day of November, 1965.

*William Blongren*

William Blongren

*Victor Maffey*

Victor Maffey

*Henri Trudeau*

Henri Trudeau

STATE OF FLORIDA, :  
: SS:  
COUNTY OF BROWARD, :

BEFORE ME, the undersigned authority, personally appeared  
WILLIAM BLOMGREN, VICTOR MAFFEY and HENRI TRUDEAU, who  
after being duly sworn acknowledged that they executed the foregoing  
Articles of Incorporation for the purposes therein expressed, this  
30th day of November 1965.

*Anne Weist*

Notary Public - State of Florida  
at Large

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires March 17, 1968  
Bonded by Transamerica Insurance Co.

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