

# EAST SHORE CONDOMINIUM ASSOCIATION

3000 N OCEAN BLVD  
FT LAUDERDALE FL 33308-7325

## Summary of the Rules and Regulations As of October 31<sup>st</sup>, 2004

*(PLEASE KEEP THIS HANDY AND USE IT)*

DOC = Declaration of Condominium

<b>Common areas general</b>	DOC 12.8 Pg. 13	All residents are expected to leave the Laundry Rooms, Hallways, Pool Area and Stairways clean after use, as well not to leave or install any unattended item in these areas.
<b>Common areas children</b>	DOC 12.8 Pg. 13	Must be accompanied by an adult. Use the pool at your own risk. No lifeguard on duty.
<b>Common areas damages</b>	DOC 12.8 Pg. 13	The Association at the expense of the negligent Unit Owner will repair damage caused by an owner or his tenant to the common areas.
<b>Common areas doors</b>	DOC 12.8 Pg. 13	All common area doors are to be closed at all the times, except the double door near by the elevator. In the case of a fire they close automatically.
<b>Construction / repairs hours</b>	DOC 7.1 Pg. 4	Monday to Friday: 9:00 a.m. ~ 6:00 p.m. Saturdays: 10:00 a.m. ~ 2:00 p.m. Sundays and Holidays: no work is permitted.
<b>Dumpster</b>	DOC 12.8 Pg. 13	The dumpster box is intended for normal household garbage disposal only. Construction debris, disposal of old furniture and/or old appliances that do not fit in the dumpster box must be removed out of the premises by and at owner's expenses.
<b>Laundry hours</b>	DOC 12.8 Pg. 13	The machines are token operated. On each room there is a sign with indication where they are available. Monday to Friday: 7:00 a.m. ~ 11:00 p.m. Sat., Sundays and Holidays: 9:00 a.m.~11:00 p.m. Lights must be turned off when you exit the laundry. Please note that by 11:00 p.m. the room must be closed. So, do not start a new load after 9:30 p.m.
<b>Leasing</b>	DOC 13.2 Pg. 14	No leasing are allowed for one year after change of ownership of the unit. (Amended DOC) All leasing Requires approval from the Board of Directors.
<b>Maintenance Payments</b>	DOC 12.8 Pg. 13	Payments must be received on or before the 10 <sup>th</sup> of the month. Late fee is applied on the 11 <sup>th</sup> day and a lien is filled after two missing payments.

<b>Noise</b>	DOC 12.3 Pg. 12	Excessive loud noise after 11 P.M. is defined as a nuisance.
<b>Parking - Guest</b>	DOC 6.2 Pg. 4	All guests and maintenance or service personnel must have an "Official Guest Pass" on the dashboard of their vehicle where it can be seen or they risk being towed. Please inform your guests so we can avoid towing and costly expenses for your guest.
<b>Parking - Residents</b>	DOC 6.2 Pg. 4	There is only one assigned parking space for each unit. If you have more than one car, you must find additional parking other than Guest parking. The "Guest Parking" is strictly for guests only. If you use it, your risk is having your vehicle towed at the vehicle owner's expense. If there is an unwanted vehicle parked in your assigned parking space, and you want it removed, contact the Management Company.
<b>Parking - Restrictions</b>	DOC 6.2 Pg. 4	No trucks, motorcycles, trailers, camper type vehicle or other commercial vehicle shall be parked in any parking space, except for the purpose as may be necessary to effectuate deliveries. No vehicle leaking oil is permitted in any parking space.
<b>Pets</b>	DOC12.10 Pg. 13	Dogs are not allowed. (Amended DOC)
<b>Signs</b>	DOC 12.6 Pg. 13	No "For Rent", "For Sale" or other display or advertising shall be maintained on any part of the Common Areas.
<b>Smoking</b>	DOC 12.8 Pg. 13	There is no smoking in any of the indoor areas of East Shore.
<b>Suggestions or complains</b>	DOC 12.8 Pg. 13	Must be in writing to attention of the Management Company (USA Services).
<b>TV antenna or dish</b>	DOC 12.12 Pg. 14	No antennas or TV dishes are permitted on the building, unless approved by the Board of Directors, prior of the installation.
<b>Waterbeds</b>	DOC 12.8 Pg. 13	It is permitted under the following conditions: <ol style="list-style-type: none"> <li>1) each waterbed must have a liner to contain leaks;</li> <li>2) in the event of a leak, the user shall be responsible for all damages that may occur to their unit, their neighbors unit and the common area;</li> <li>3) The user shall register the waterbed with the Association prior to installation and pay a one-time fee of \$100.00 to cover the cost of water and the administration of this rule.</li> <li>4) Adjustment on the liability insurance policy.</li> </ol>

# EAST SHORE CONDOMINIUM ASSOCIATION

3000 N OCEAN BLVD  
FT LAUDERDALE FL 33308-7325

## ANSWERS TO FREQUENTLY ASKED QUESTIONS

Revised October 31st, 2004

Q. WHY IS THERE A QUESTIONS AND ANSWER SHEET?

A. The Florida Legislature passed a law which states a new responsibility for "non-developer disclosure has been placed on unit owner's when selling their condominium unit. This new responsibility is a copy of the "Frequently Asked Questions and Answers".

Q. DOES THIS CONDOMINIUM HAVE A RECREATION LEASE?

A. No. We do not have a Recreation Lease.

Q. DOES THIS CONDOMINIUM HAVE A LAND LEASE:

A. No.

Q. HOW MANY UNITS ARE ON THE BUILDING AND HOW THEY ARE USED?

A. Total 24 units.      Primary residences: 12  
                                    Second residences: 04  
                                    Rented: 08

Q. WHAT DOES THE MAINTENACE FEES COVER, HOW OFTEN IS IT PAYABLE AND WHAT IS THE AMOUNT AT THE PRESENT TIME?

A. Your maintenance fee covers the upkeep of the common areas, including lobby, hallways, pool and parking areas, building insurance, water and sewerage, garbage collections common area electricity and all other expenses that are necessary to keep your building operating smoothly as well funds for a reserve to major maintenance items on the common areas. The maintenance fee is paid monthly and is due on the first of the month. The current value is \$250.00.

Q. WHAT IS A SPECIAL ASSESSMENT?

A. Special Assessments are passed by the Association and levied against all unit owners for expenses over and above those anticipated by the annual budget. A need for Special Assessments may arise from unanticipated expenses, or from expenses to meet deferred maintenance, but not provided for in the reserve accounts.

Q. IS THE CONDOMINIUM ASSOCIATION INVOLVED IN ANY COURT CASES IN WHICH IT MAY FACE LIABILITY IN EXCESS OF \$100,000.00?

A. No.

Q. WHAT RESTRICTION EXIST IN THE CONDOMINIUM DOCUMENTS ON THE LEASING OF MY UNIT?

A. You may lease up to three (3) times in a twelve (12) months period and the lease must be for ninety (90) days or more. No lease is allowed on the first year of a new ownership.

Q. WHAT ARE MY VOTING RIGHTS IN THE CONDOMINIUM ASSOCIATION?

A. Each unit shall be entitled to one vote in the association.

Q. CAN I HAVE A PET?

A. No dogs are allowed. Small pets yes.

Q. WILL THE ASSOCIATION REQUIRE A SET OF KEYS FOR MY UNIT?

A. Yes, the Association has the right of access to each unit during reasonable hours, when necessary, for pest control or the maintenance, repair or replacement of any Common Elements or for making emergency repairs.

Q. AS A NEW OWNER, CAN I RUN FOR A POSITION ON THE BOARD OF DIRECTORS?

A. Yes, as a unit owner you are a member of the Association and, therefore, you can present your desire to be a candidate for the Board of Directors to the Secretary of the Association. Elections are held at the Annual Meeting of the Association.

NOTE: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract and the Condominium Documents.

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
EAST SHORE, A CONDOMINIUM**

**13. ALIENABILITY OF INTERESTS**

**13.2 Leasing Restrictions.**

(a) All leasing or rental agreements relating to the use, occupancy and possession of any Unit must be in writing and must set forth an acknowledgment and consent on th part of the lessee-sublessee-tenant to use, occupy and possess such Unit in conformance and compliance with the provisions of this Declaration of Condominium, as well as the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

(b) Members of the Association are required to own a unit for a period of one (1) year prior to being allowed to rent or lease the unit.

JUL-01-03 11:52

FROM-ROBERT KAYE & ASSOCIATES, P.A.

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T-005 P.004/005 F-126

Prepared by:  
ROBERT KAYE & ASSOCIATES, P.A.  
6261 NW 6th Way  
Suite 103  
Ft. Lauderdale, FL 33309

INSTR # 103344343  
OR BK 36120 Pages 1154 - 1155  
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DEPUTY CLERK 3090  
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**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM FOR  
EAST SHORE, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of East Shore, A Condominium, as described in Official Records Book 9783 at Page 857 of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

**ROI**

IN WITNESS WHEREOF, we have affixed our hands this 28<sup>th</sup> day of AUG.



Prepared by:  
Kaye & Roger, P.A.  
6261 NW 6th Way, Ste 103  
Ft. Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDINIUM  
OF EAST SHORE, A CONDOMINIUM  
AND TO THE BY-LAWS OF  
EAST SHORE CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an exhibit to the Declaration recorded in Official Records Book 9783 at Page 857 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 9<sup>th</sup> day of JUNE, 1998, at \_\_\_\_\_, Broward County, Florida.

By: Richard Stein  
Print: Richard Stein  
Attest: x Karen Campanella  
Print: x Karen Campanella

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 1998, by Richard Stein as President and Karen Campanella as Secretary of East Shore Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

sign Lewis E. Waxman  
print Lewis E. Waxman  
State of Florida at Large

My Commission Expires:  
LEWIS E. WAXMAN  
COMMISSION # CC 631237  
EXPIRES MAR 18, 2001  
BONDED THROUGH  
ATLANTIC BONDING CO., INC.

BK 28430PGU043

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AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
EAST SHORE, A CONDOMINIUM  
AND TO THE BY-LAWS OF  
EAST SHORE CONDOMINIUM ASSOCIATION, INC.

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

TO THE DECLARATION

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.10 Pets. Unless otherwise permitted under the rules and regulations promulgated by the Association from time to time, an owner shall not be permitted to keep any pet in his unit nor keep any other animals, livestock or poultry, nor may any of the same be raised, bred or kept upon any portion of EAST SHORE, A CONDOMINIUM. Upon the effective date of this amendment, no dogs shall be permitted to reside at the Condominium, other than those dogs in residence at that time. Within 30 days of the effective date of this amendment, all dogs properly in residence must be registered with the Board. No dog that is not registered will be properly occupying a unit. Those dogs that are properly registered may reside in the Condominium for the earlier of (i) the life of the dog; or, (ii) the expiration of the lease of the owner of the dog. This restriction shall not apply to the keeping of pets other than dogs that do not exceed thirty-five (35) pounds.

17. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Rules and Regulations adopted pursuant to those documents, and as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of the Declaration shall be enforceable, equitable servitudes and shall run with the land and shall be effective until the Declaration is revoked.

Additionally, the Association shall be entitled to the following relief:

17.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Condominium Documents, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the Owner of the Unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Owner of the Unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the Unit and shall be collectible in the same fashion as any other assessment as provided in Article 8 hereunder.

TO THE BY-LAWS

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. 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 not be limited to the following:

7. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or unit owner's guests, relatives or lessees, in the manner provided herein, and such fine shall be recoverable by means of suit in a court of proper jurisdiction, the fees and costs of which shall be borne by the unit owner.

(a) The Board of Directors shall appoint a Fining Committee made up of qualified individuals as provided by law, as it may be amended from time to time, which Committee shall be





81-252232

DECLARATION OF CONDOMINIUM

OF

EAST SHORE, A CONDOMINIUM

1. PREAMBLE, NAME AND LEGAL DESCRIPTION

The undersigned, THOMAS J. CORKERY, EMIL MAYER and HORST MAYER, each individually and each in his respective capacity as Trustee, hereinafter collectively referred to as the "Developer", being the owner of fee simple title of record to those certain lands located and situate in Broward County, Florida, and more particularly described hereinafter, does hereby submit fee simple title to the said lands and improvements thereon to condominium ownership in accordance with the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", and the following provisions:

1.1 Name. The name by which this condominium is to be identified is EAST SHORE, A CONDOMINIUM, hereinafter referred to as the "Condominium".

1.2 Legal Description. The legal description of the land hereby submitted to condominium ownership and a graphic description and identification of each Unit is contained in Exhibit "A" attached hereto and by reference made a part hereof.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

- 2.1 Association means EAST SHORE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, and its successors. The Articles of Incorporation of the Association are attached hereto as Exhibit "B" and incorporated herein by reference. The By-Laws of the Association are attached hereto as Exhibit "C" and incorporated herein by reference.
- 2.2 Common Elements shall include:
- (a) All of those items stated in the Condominium Act.
  - (b) All Condominium Property not included in the Units.
- 2.3 Common Expenses include:
- (a) Expenses of administration and management of the Condominium Property, and of the Association, including but not limited to compensation paid by the Association to a manager, accountant, attorney, or other employee.
  - (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.
  - (c) The costs of carrying out the powers and duties of the Association.
  - (d) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or the Condominium Act.
  - (e) Any valid charge against the Condominium Property as a whole.
- 2.4 Common Surplus shall include all receipts of the Association over the amount of expenses.

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- 2.5 Condominium Documents shall include the Declaration of Condominium together with all exhibits attached hereto and all other documents expressly incorporated herein by reference, as the same may be amended from time to time.
- 2.6 Condominium Parcel is a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit.
- 2.7 Condominium Property means and includes the lands and leaseholds that are subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this Condominium.
- 2.8 Developer means THOMAS J. CORKERY, EMIL MAYER and HORST MAYER, as Trustees, their respective successors and assigns, particularly including but in no way limited to successors through mortgage foreclosure or grantees of deeds given in lieu of foreclosure, unless the context otherwise requires.
- 2.9 Institutional Mortgagee or Institutional Lender shall be synonymous and may be used interchangeably, and shall mean any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or commercial loan company licensed to do business in the State of Florida, holding a first mortgage on any portion of the Condominium Property.
- 2.10 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- 2.11 Unit means a part of the Condominium Property which is subject to private ownership.
- 2.12 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.
- 2.13 Utility Services shall include but not be limited to electric power, water, garbage and sewage disposal, together with all other public service and convenience facilities.

### 3. EXHIBITS

Exhibits attached to this Declaration of Condominium and made a part hereof include the following:

- 3.1 Exhibit "A". A survey and legal description of the land in the Condominium and a graphic description of the improvements in which Units are located and a plot plan thereof which, together with the Declaration, are of sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.
- 3.2 Exhibit "B". The Articles of Incorporation of the Association.
- 3.3 Exhibit "C". The By-Laws of the Association.

### 4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Developer, the Units Owners, their lessees, their guests and invitees, as follows:

- 4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service in order to serve the Condominium adequately, provided, however, such easement shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by a Unit Owner or Owners as appropriate.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners within this Condominium and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes. In the event that said easements for ingress and egress shall be encumbered by leasehold or lien, other than those on the Condominium Parcels, such leaseholds or liens shall be subordinate to the use rights of any Condominium Unit Owner or Owners whose Condominium Parcel is not also encumbered by said lien or leasehold. In addition, further easements shall exist for ingress and egress over such streets, walks and other rights of way serving the Units as shall be necessary to provide for reasonable access to the public ways.

4.4 Association Easement. The Association hereby retains an easement for ingress and egress over the Common Elements for any and all utility services contained within the Condominium. This easement shall inure to the assigns of the Association, provided, however, that such assigns must be Unit Owners of this Condominium.

4.5 Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement. In such event the Unit Owners designate the Developer and/or the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

## 5. UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(a) Upper Boundaries - The imaginary horizontal plane through the highest point of the interior unfinished surface of the concrete ceiling of the Unit.

(b) Lower Boundaries - The imaginary horizontal plane through the lowest point of the upper surface of the undecorated concrete floor of the Unit.

5.2 Perimeter Boundaries. The perimeter boundaries of the Unit shall be the imaginary vertical planes along and coincident with the interior surfaces of perimeter walls, or where no wall exists, an imaginary vertical plane along and coincident with the sides of the perimeter of such Unit.

5.3 Additional Inclusions. Additional inclusions of the Unit shall consist of all built-in appliances, fixtures, all doors, all windows, interior walls and partitions, drywall and/or other facing material on the perimeter walls and ceilings thereof, the inner decorated and/or finished surfaces of the floors, (including all flooring tile, ceramic tile, finishing flooring, carpeting and padding) and all other improvements located within a Unit described which are exclusive to such Unit.

## 6. APPURTENANCES TO UNITS

6.1 Undivided Interests. Each Unit Owner shall have an undivided share of the Common Elements, ownership of Common Surplus and liability for Common Expenses, which share and interest shall be appurtenant to the Unit. The percentage ownership of each unit is included in Exhibit D attached hereto.

6.2 Limited Common Elements. As designated in Exhibit "A", the right to the exclusive use of one automobile parking space is hereby assigned to each Unit. The right to the exclusive use of any parking space shall pass as an appurtenance to the Unit to which the parking space is designated, and neither the Association nor the Developer shall thereafter reassign or change the Unit's designated parking space. A Unit Owner shall not transfer or assign use of the designated parking space except in connection with the conveyance of the Unit, at which time the use of the parking space shall pass as an appurtenance to the Unit. The use of the "Guest" parking spaces, as designated in Exhibit "A", shall be governed by the Association and such parking spaces may be temporarily assigned or leased by the Association pursuant to its Rules and Regulations.

## 7. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

### 7.1 Units

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

(1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the portions of a Unit that service part or parts of the Condominium Property other than the Unit within which contained.

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

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

(1) To maintain, repair and replace at his expense all portions of his Unit except the portion to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. All replacement materials shall be of like appearance, material, and quality as originally designed and built.

(2) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.



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

7.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces. Damage due to the negligence of a Unit Owner shall be repaired by the Association at the expense of the negligent Unit Owner.

7.3 Alteration and Improvement. There shall be no alteration or further improvements of the Condominium Property in any one calendar year having a total cost of more than Five Hundred (\$500.00) Dollars without the prior approval, in writing, by record owners of sixty-six (66%) percent of the Units in this Condominium, together with the approval of the Board of Directors of the Association. Alterations or improvements of the Condominium Property costing Five Hundred (\$500.00) Dollars or less may be made at the discretion of the Board of Directors of the Association provided, however, the total cost of all alterations and improvements in any one calendar year shall not exceed Five Hundred (\$500.00) Dollars. The cost of any alteration or improvement shall be a Common Expense and so assessed. Any alteration or improvement shall not interfere with the rights of any Unit Owner without his consent.

7.4 Association's Access to Units. The Association has the irrevocable right to access to each Unit during reasonable hours, when necessary for pest control or the maintenance, repair, or replacement of any Common Elements or when necessary for maintaining the Condominium Property or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

## 8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses as designated in Exhibit "D" attached hereto.

8.2 Developer's Exemptions. In lieu of the payment of Common Expenses pursuant to Section 8.1, the Developer owning Units offered for sale shall be excused from the payment of its share of the Common Expenses and assessments related thereto, for either of the following periods:

(a) For a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs, provided that the Developer shall be obligated to pay that portion of the Common Expenses incurred during that period which exceed the amount assessed against other Unit Owners; or

(b) For such period of time that the Developer shall have guaranteed to each purchaser in the Purchase Contract that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Developer or such person making the guarantee, shall not increase over a stated dollar amount, and shall obligate itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners.

8.3 Assessments. The making and collection of assessments against each Unit Owner for Common Expenses, for the costs or expenses for which an individual Unit Owner may be solely responsible pursuant to the terms of the Condominium Documents, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

(a) Interest: Application of Payments. Assessments and installments on such assessments paid on or before five (5)

days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments on accounts shall be first applied to interest and then to the assessment payment first due.

(b) Lien For Assessments. The Association shall have a lien against each Unit for any unpaid assessments and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Broward County stating the legal description of the Unit, the name of the record owner, the amount claimed to be due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments without thereby waiving any claim of lien. In the event an Institutional Mortgagee, as holder of a first mortgage of record, shall obtain title to a Unit as a result of the foreclosure of such mortgage, or in the event such Institutional Mortgagee shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such Institutional Mortgagee shall not be liable for that share of the Common Expenses or assessments chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such Institutional Mortgagee and any such unpaid share of Common Expenses, or assessments, chargeable against any such foreclosed Unit, or against any Unit transferred in lieu of foreclosure, shall be deemed a Common Expense to be paid in the same manner as other Common Expenses of the Condominium by all of the Unit Owners.

(c) Payment of Assessments. No Unit Owner may withhold payment of any monthly assessment or special assessment or any portion thereof because of any dispute which may exist between that Unit Owner and other Unit Owners, the Association, the Directors of the Association, or the Developer, or among any of them, but rather each Unit Owner shall pay all assessments when due pending resolution of any dispute.

8.4 Refunds of Common Surplus. If the Association shall refund all or a portion of Common Surplus to Unit Owners for any fiscal year in which the Developer paid any assessment, such refund shall be prorated as of the date of closing of any Unit upon which a sale was closed by the Developer during such year, and the prorated amount allocable to the period of the Developer's ownership shall be refunded directly to the Developer by the Association.

8.5 Common Surplus. Each Unit Owner shall own a share of the Common Surplus as designated in Exhibit "D" attached hereto.

8.6 Certificate. Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person who relies upon such certificate shall be protected thereby.



## 9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions;

9.1 Membership in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. The Articles of Incorporation of the Association, which set forth its powers and duties, are attached hereto as Exhibit "B" and incorporated herein by reference.

9.3 By-Laws. The By-Laws of the Association are attached hereto as Exhibit "C" and incorporated herein by reference.

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

9.5 Restraint upon Assignment of Shares and Assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

## 10. INSURANCE

The insurance other than title insurance, if any, that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to Purchase: Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee.

10.2 Property of Unit Owner. Unit Owners should obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense and such insurance shall not be the responsibility of the Condominium Association.

### 10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to One Hundred (100%) percent of the replacement cost value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Such approval shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Associa-

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tion otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and insurance company. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, generally known as All Risks Physical Damage Insurance, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief and flood insurance.
- (3) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

(b) Public Liability. Public liability insurance shall be carried 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 vehicles, owned, and non-owned vehicle coverages, known as Employers Automobile Non-Ownership Liability Insurance, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner as an individual.

(c) Workmen's compensation. Workmen's compensation insurance shall be carried so as to meet the requirements of law.

(d) Association. Fidelity Insurance Coverage shall be carried in the name of the Association.

(e) Other. Such other insurance may be carried as the Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be 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 property losses shall be paid to the Association or to a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, which shall be a commercial bank with trust powers, authorized to do business in Florida, as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. Such approval shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Association otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and insurance company. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements shall be held in undivided shares for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.

(b) Units. Proceeds on account of damage to Units, when the building is not to be restored, shall be held in undivided shares for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued, any share for the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

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

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

(d) Insurance Trustee. An Insurance Trustee shall be appointed when there exists a major damage as defined in subparagraph 11.6(b)(2) herein.

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

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

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

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

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

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims



arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

## 11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Units

(1) Minor damage. If the damage is to Units and if more than thirty-three (33%) percent or more Units are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damage is to Units and if thirty-three (33%) percent or less Units are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within sixty (60) days after the casualty, the Owners of sixty-six (66%) percent Units agree in writing to such reconstruction or repair.

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

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association and by the Owners of not less than sixty-six (66%) percent units including the Owners of all damaged Units, together with the approval of the Institutional Mortgagees holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owner, as set forth in Section 7, then the Owner shall be responsible for the timely reconstruction and repair after casualty.

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

11.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds from insurance for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the Owner's obligation for Common Expenses.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$20,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$20,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that are the responsibility of the Association is more than \$20,000.00, then the construction fund shall be applied by the Insurance Trustee to the payment of such cost, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. The Insurance Trustee shall make payments upon the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than 15 days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar liens upon such work against the common elements for any individual Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the insurance trustee after the payment of the sum so requested.

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



shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

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

## 12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. Each of the Units shall be occupied only as a single family private dwelling. No Unit may be divided or subdivided into a smaller Unit.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property. Bicycles shall not be stored or parked on the Condominium Property except in such areas as may be specifically designated for such purpose by the Association.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. After approval by the Association required herein, entire Units may be rented provided the occupancy is only by the Lessee, his family and guests, provided such written approval when once given and relied upon may not thereafter be revoked or terminated without the consent of the Unit Owner. No rooms may be rented and no transient tenants shall be accommodated in any Unit, nor shall any lease of any Unit release or discharge the Owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Condominium Documents, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. The provisions of this section shall be inapplicable as to the Developer. The Developer shall be irrevocably empowered to sell, lease, rent or mortgage any Unit owned by the developer, notwithstanding the limitations imposed by this section, provided that such action shall in no way impair or diminish the rights and interests of other Unit Owners.

12.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit the developer may from time to time own.

12.7 Prohibited Vehicles. No trucks, motorcycles, trailers, camper type vehicles or other commercial vehicle shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association, the Unit Owners, or residents.

12.8 Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. One copy of such Rules and Regulations and amendments shall be furnished by the Association, free of charge, to all Unit Owners and residents of the Condominium.

12.9 Developer's Exemption. The Developer may make such use of the unsold Units and Common Elements as may facilitate the sale of Units by the Developer, including, but not limited to, showing of the property and the display of signs and other promotional devices.

12.10 Pets. Unless otherwise permitted under the rules and regulations promulgated by the Association from time to time, an owner shall not be permitted to keep any pet in his unit nor keep any other animals, livestock or poultry, nor may any of the same be raised, bred or kept upon any portion of EAST SHORE, A CONDOMINIUM. This restriction shall not apply to the keeping of pets that do not exceed thirty-five (35) pounds.

12.11 Exterior Appearance. No Unit Owner shall decorate or alter any part of his Unit or the building so as to affect the appearance of the building from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of the building, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies, window shades, screen doors and lights. The Association shall have the sole discretion which may be based on aesthetic principles only, to determine compliance with this provision.

12.12 Antennas. No antennas of any type designed to serve a Unit or Units shall be allowed on the Common Elements or Limited Common Elements, except as provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

### 13. ALIENABILITY OF INTERESTS

13.1 Free Alienability. The right of a Unit Owner to sell, transfer, assign or hypothecate his or her fee simple interest in a Unit shall not be subject to the approval of the Association. Accordingly, a proper transfer or conveyance of such interest shall not require the written approval of the Association.

13.2 Leasing Restrictions. All leasing or rental agreements relating to the use, occupancy and possession of any Unit must be in writing and must set forth an acknowledgment and consent on the part of the lessee-sublessee-tenant to use, occupy and possess such Unit in conformance and compliance with the provisions of this Declaration of Condominium, as well as the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

13.3 Term of Lease. No lease shall be for a term of less than ninety (90) days nor may a Unit be leased to different tenants more frequently than three (3) occasions during any consecutive twelve (12) month period.

13.4 Approval of Association. Written approval of the Association shall be required before possession of a Unit be transferred and occupancy commenced. The Association shall be entitled to require a personal interview with a prospective tenant to confirm the consent on the part of such prospective tenant to be bound by the provisions of these condominium documents.

### 14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase a Unit or Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by the affirmative vote of at least a majority of the Unit Owners.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of one (1) or more Units, it may not purchase any additional Units without the prior written approval of sixty-six (66%) percent or more of the Unit Owners. The Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

### 15. RIGHTS OF DEVELOPER

Notwithstanding anything in this Declaration to the contrary and in addition to any other rights which may be reserved to the Developer herein, the Developer shall have the following rights:

15.1 Purchase of Units. The Developer shall have the right of first refusal to purchase any Unit which the Association shall have the

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right to purchase upon the same price and at the same terms available to the Association.

15.2 Alteration of Unit Boundaries and Dimensions. The Developer reserves the right to change the interior design and arrangement of all Units so long as the Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment to this Declaration, provided, further, that an amendment for such purpose shall be signed and acknowledged only by the Developer and need not be approved by the Association or Unit Owners, whether or not elsewhere required for an amendment.

#### 16. FEDERAL NATIONAL MORTGAGE ASSOCIATION LEGAL GUIDELINES

Notwithstanding anything in this Declaration of Condominium to the contrary or in the Articles of Incorporation or By-Laws of the Association to the contrary, the following terms, provisions, reservations and restrictions shall be controlling; it being the intention and purpose of this Article 16 and the provisions hereof to insure that the constituent documents creating East Shore Condominium substantially comply with the legal and underwriting requirements and guidelines otherwise set forth in Section 803.08 of the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement effective as of date of recordation hereof.

16.1 Availability and Access to Information. The Association shall, upon the request of a Unit Owner or prospective lenders or any holders, insurers or guarantors of any first mortgage encumbering any Unit within the Condominium, make available to any such person or entity current copies of the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association and any Rules and Regulations promulgated and adopted by the Association relating to the Condominium, as well as the books, records and financial statements of the Association. Such documents and records and statements shall be available for inspection, upon request, during normal business hours or under such other reasonable circumstances as conditions may permit. The holders of fifty-one (51%) percent or more of the first mortgages encumbering the several Units within this Condominium shall be entitled to have prepared at their own expense an audited financial statement relating to the affairs of the Association; provided, that such an audited financial statement is otherwise not available to the Association or its Unit Owners. Any document or financial statement requested pursuant to this provision shall be furnished within a reasonable time following such request.

16.2 Professional Management Contract. Any contract between the Association and any person or entity relating to the management of the affairs of the Association and the rendition of any maintenance services shall be terminable by either party, without cause, upon not less than ninety (90) days nor more than one hundred twenty (120) days from the date of notification by either party of such intention to terminate said contract. Any contracts to which the Association shall be a party shall be limited in term and duration to a period not in excess of one (1) year; provided, however, that any such contracts may be renewable upon the mutual agreement of the parties thereto; provided, further said prohibition shall not be applicable to contracts for elevator maintenance service and laundry equipment rental.

16.3 Easements for Renovations. So long as the Developer shall own any Units within the Condominium for sale in the ordinary course of business, the Developer or its agents and assignees shall have a non-exclusive easement over, across and under the common areas of the Condominium so as to enable and allow the Developer to complete the repair, replacement and renovations of the improvements and common areas and common elements of the Condominium and of the Units then still owned by the Developer. During this period, the Developer, its agents and assigns, shall also be extended non-exclusive easements over the common areas to allow the Developer to

maintain adequate facilities for the purpose of marketing and selling the Units situate within this Condominium.

16.4 Transfer of Control. Developer shall be obligated to transfer control of the affairs of the Association to the non-developer Owners of Units by not later than the earlier of the following events:

(a) One hundred twenty (120) days after seventy-five (75%) percent of the Units in the Condominium have been conveyed to non-developer Owners; or

(b) Three (3) years following the conveyance of the first Unit in the Condominium.

16.5 Future Easements. The Association shall have the right, as designated agent on behalf of each Owner of a Unit within this Condominium, such designation being deemed and construed to have been extended by each such Unit Owner upon acceptance of fee simple title to a Unit within the Condominium, to grant and extend permits, licenses and easement over, under and across the common areas and common elements for the purposes of installation, replacement, repair and maintenance of utilities, roads and such other purposes reasonably necessary and/or useful for the proper maintenance and operation of the Condominium itself.

16.6 Reserves for Repair and Replacement. The Association shall be obligated to establish and maintain adequate reserve funds for the periodic maintenance, repair and/or replacement of the improvements to the common areas and common elements which the Association shall otherwise be obligated to maintain under and pursuant to the provisions of this Declaration of Condominium. Each Unit Owner acknowledges that the establishment of reserve accounts for these purposes is intended to be in the best interest of the new Unit Owners and Association and of the holders, insurers and guarantors of mortgages encumbering the Units within the Condominium. The reserve accounts or funds shall be established and maintained out of the regular, periodic assessments for common expenses levied against the Unit Owners.

16.7 Working Capital Fund. The Association must establish a working capital fund to be available during the initial months of the operation of the Condominium and which shall be established and funded from contributions from the purchasers (future Owners) of Units within the Condominium. The working capital fund shall be funded with the equivalent of two (2) months estimated common expenses for each Unit within the Condominium. The initial contribution attributable to each Unit must be collected by the Developer as agent for the Association at the time of the closing of the first sale-purchase of each new Unit. Such funds must concurrently therewith be transferred to the accounts of the Association and maintained in a segregated account by and for the use and benefit of the Association. The Developer must pay to the Association within sixty (60) days after the date of the conveyance of the first Unit within the Condominium applicable contributions to the working capital fund for each unsold Unit then owned in fee simple by the Developer. This provision shall not be deemed or construed to prevent the Developer from recouping the payment of this contribution to the working capital fund from the ultimate purchasers of the Units for which the contribution by the Developer had been made. The purpose of the working capital fund is to insure that the Association shall have sufficient cash available to meet unforeseen expenditures which require additional equipment or services that may be deemed necessary or desirable by the Association. Any contributions paid into the working capital fund shall not be considered as advance payment of any regular, periodic assessments otherwise required under the terms of this Declaration of Condominium.

16.8 Special Assessments. The Association, notwithstanding any provisions of this Declaration of Condominium or of any constituent documents relating to this Condominium to the contrary, shall be



entitled to levy and enforce the collection of any special assessments for common expenses, as shall be necessary to enable the Association to reasonably operate and maintain the Association and the Condominium property.

**16.9 Payment of Assessments.** The obligation on the part of any non-developer Owner to pay a proportionate share of the common expenses as assessed by the Association shall commence upon and effective as of the date that ownership and title to a Unit is delivered and conveyed to such Owner. Notwithstanding the effect of the guaranty of the Developer to the Unit Owners regarding the level of monthly assessments to be charged and paid by such Unit Owners, as otherwise set forth in the Declaration of Condominium and constituent documents, the Developer shall be obligated and responsible to pay the full regular and periodic assessment for each Unit that may remain unsold; said obligation commencing effective ninety (90) days after the first conveyance to a non-developer Owner of fee simple title in and to a Unit within this Condominium.

**16.10 Rights of Holders, Insurers and/or Guarantors of Mortgages.** Upon written request to the Association, any holder, insurer or guarantor of a mortgage encumbering any Unit within this Condominium shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit upon which such mortgage is held, insured or guaranteed by said requesting party, as applicable;

(b) Any delinquency in the payment of assessment or charges owed by an Owner of a Unit encumbered by such a mortgage which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action relating to (i) the restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, (ii) the election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation, (iii) the reallocation of interest in the common areas following a partial condemnation or partial destruction of the Condominium, (iv) the termination of the legal status of the Condominium for reasons other than relating to a substantial destruction or substantial taking in condemnation, or (v) as otherwise relating to the amendment of any material provision of the constituent documents relating to voting, assessments, assessment liens or subordination of such liens, reserved for maintenance, repair and replacement of common areas, insurance or fidelity bonds for the Association, right to use of the common areas, responsibility for maintenance and repair of the common elements and common areas, expansion or contraction of the Condominium, boundaries of any units, interests in the general or limited common areas, convertibility of units into common areas or of common areas into units, leasing of Units, imposition of any right of first refusal or similar restriction on the right of the Unit Owner to sell, transfer or otherwise convey his Unit, or any provisions which are for the express benefit of the holders, insurers or guarantors of mortgages encumbering any Unit within the Condominium.

**16.11 Consent by Acquiescence.** Any holder, insurer, or guarantor of a mortgage on any Unit within the Condominium who receives written notice regarding any action to be taken by the Association, including any amendments to the constituent documents, who shall not deliver to the Association a negative response within thirty (30) days of receipt of such written request shall be deemed to have approved such request by reason of such failure to timely respond.

REC 9783 REC 873

16.12 Restoration of Condominium Property. Any restoration or repair of the Condominium property after a partial condemnation or following damage due to an insurable hazard shall be performed substantially in accordance with the Declaration and the original plans and specifications for the Condominium property unless other action is approved by holders of mortgages on not less than thirteen (13) Units.

16.13 Termination of Condominium - Destruction or Condemnation. Any election to terminate the legal status of the Condominium following substantial destruction to the Condominium or a substantial taking in condemnation proceedings must require the approval of holders of mortgages encumbering not less than thirteen (13) Units within the Condominium.

16.14 Reallocation of Interests. No reallocation of interest in the common areas proposed by reason of a partial condemnation or partial destruction of the Condominium property may be effected without the prior approval of holders of mortgages encumbering at least those number of Units then remaining and then holding not less than fifty-one (51%) percent of the votes of all remaining Units following such partial condemnation or partial destruction.

16.15 Self-Management by Association. Any decision to establish self-management by the Association shall require the prior consent of Unit Owners of not less than sixteen (16) Units and the approval of the holders of mortgages on not less than thirteen (13) Units.

16.16 Amendment to Documents. The consent of Unit Owners of not less than sixteen (16) Units and the approval of the holders of mortgages on not less than sixteen (16) Units shall be required to terminate the legal status of the project as a condominium; provided that such action shall not be as result of a substantial destruction of the condominium property or a substantial taking in condemnation in which instance the voting and approval percentages shall be as otherwise set forth herein. The consent of Unit Owners owning not less than sixteen (16) Units and the approval of holders of mortgages on not less than thirteen (13) Units shall be required to add or amend any material provisions of the constituent documents of the Condominium which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, Assessment Liens or Subordination of such Liens;
- (c) Reserves for maintenance, repair and replacement of the common areas;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common areas;
- (f) Responsibility for maintenance and repair under several portions of project;
- (g) Expansion or contraction of project, or the addition, annexation or withdrawal of property to or from the project;
- (h) Boundaries of any Unit;
- (i) The interests in the general or limited common areas;
- (j) Convertibility of Units into common areas or of common areas into units;
- (k) Leasing of Unit estates;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; and
- (m) Any provisions which are for the express benefit of mortgage holders, or insurers or guarantors of first mortgages on Units.

Any addition or amendment to the constituent documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

REF 9783  
PAGE 874

16.17 Insurance and Fidelity Bonds. The Association shall be required to maintain in effect casualty liability insurance and fidelity bond coverage for the officers and employees of the Association.

16.18 Condemnation Proceedings. The Association shall represent the Unit Owners in any Condemnation Proceedings for negotiations, settlements and agreements with the condemning authority for the acquisition of common areas or any part thereof. Each Unit Owner by accepting fee simple title and interest to his or her Unit is deemed to have thereby appointed the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any Trustee, for the use and benefit of the Unit Owners and their Mortgagees, as their respective interests may appear. Any distribution made as a result of any termination of the project shall be accomplished on a reasonable and equitable basis.

#### 17. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Rules and Regulations adopted pursuant to those documents, and as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of the Declaration shall be enforceable, equitable servitudes and shall run with the land and shall be effective until the Declaration is revoked.

Additionally, the Association shall be entitled to the following relief:

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

17.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Condominium Documents, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

17.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Condominium Documents, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

#### 18. AMENDMENTS

Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

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

18.2 Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.



**18.3 Adoption.** A resolution shall be adopted in the following manner:

(a) Board of Directors. Until the first election of all directors of the Association by Unit Owners other than the Developer, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors of the Association, and no meeting of the Unit Owners nor any approval thereof need be had, provided, the amendment does not increase the number of Units nor alter the boundaries of the Common Elements.

(b) Board of Directors and Unit Owners. In addition to the procedure set forth above, a resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Owners of Units within this Condominium. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than thirty-three (33%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners of this Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be by:

- (1) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and not less than sixty-six (66%) percent of the Unit Owners within this Condominium; or
- (2) Not less than ninety (90%) percent of the votes of all Unit Owners within this Condominium; or
- (3) An agreement signed and acknowledged by all Unit Owners within this Condominium in the manner required for the execution of a deed.

**18.4 Limitations.** No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the Unit Owner concerned and all Institutional Mortgagees of record of such Unit shall join in the execution of the amendment; no amendment shall make any change in the section entitled 'Insurance' nor in the section entitled 'Reconstruction or Repair after Casualty' unless all Institutional Mortgagees of record on any of the Condominium Property shall join in the execution of such amendment; no amendment shall make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, unless the Developer shall join in the execution of such amendment.

**18.5 Execution and Recording.** Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary-Treasurer with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Broward County, Florida.

OFF 9788 REC 875

## 19. TERMINATION

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

19.1 Destruction. If it is determined as provided herein that the damaged area shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement, except as otherwise provided.

19.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all Unit Owners and all mortgagees of record of Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than ninety (90%) percent of the Units, and the approval of all record Owners of mortgages upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an Owner of a Unit, or of a mortgage encumbering a Unit, shall be irrevocable until expiration of the aforementioned option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms;

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

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by appraisal by the Institutional Mortgagee holding the greatest dollar value of mortgages on units in the Condominium. The expense of the appraisal shall be paid by the purchaser.

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

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

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

19.4 Shares of Owners after Termination. After termination of the Condominium, the Owner of each Unit shall own an undivided share of the Condominium Property and all assets of the Association as tenants in common. The share of each Owner equals the percentage designated in Exhibit "D" attached hereto.

19.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and mortgagees of record of the Units.

20. UNIT NUMBERS

The Condominium Units in this Condominium shall be designated as shown on Exhibit "D" attached hereto.

21. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of the Condominium Documents and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 4<sup>th</sup> day of September, 1981.

Signed, Sealed and Delivered in the Presence of:

Handwritten signatures of Louise C. Cannon and Cheryl J. Hodges, repeated five times.

Handwritten signature of Thomas J. Corkery, individually and as Trustee.

Thomas J. Corkery, Individually and as Trustee

Handwritten signature of Joseph P. Mullen, as attorney-in-fact for Emil Mayer, individually and as Trustee.

Joseph P. Mullen, as attorney-in-fact for Emil Mayer, Individually and as Trustee

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of September, 1981, by Thomas J. Corkery.

Handwritten signature of Louise C. Cannon, Notary Public.

Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY, 19 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of September, 1981 by Emil Mayer, by Joseph P. Mullen, as Attorney-In-Fact.

Handwritten signature of Louise C. Cannon, Notary Public.

Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY, 19 1983  
BONDED THRU GENERAL INS. UNDERWRITERS  
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of September, 1981 by Horst Mayer, by Joseph P. Mullen, as Attorney-In-Fact.

Handwritten signature of Louise C. Cannon, Notary Public.

Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY, 19 1983  
BONDED THRU GENERAL INS. UNDERWRITERS


9788 REC 878



SURVEYOR'S CERTIFICATE

I, GARY A. BURDEN, HEREBY CERTIFY THAT:

1. I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THIS STATE, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR No. 3691.
2. THE CONSTRUCTION OF IMPROVEMENTS WHICH COMPRISE EAST SHORE, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS WHICH COMPRISE THIS EXHIBIT TO THE DECLARATION OF CONDOMINIUM OF EAST SHORE, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OF EACH APARTMENT CAN BE DETERMINED FROM SAID MATERIALS.

  
GARY A. BURDEN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3691

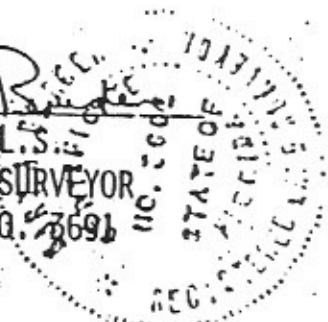


EXHIBIT "A"

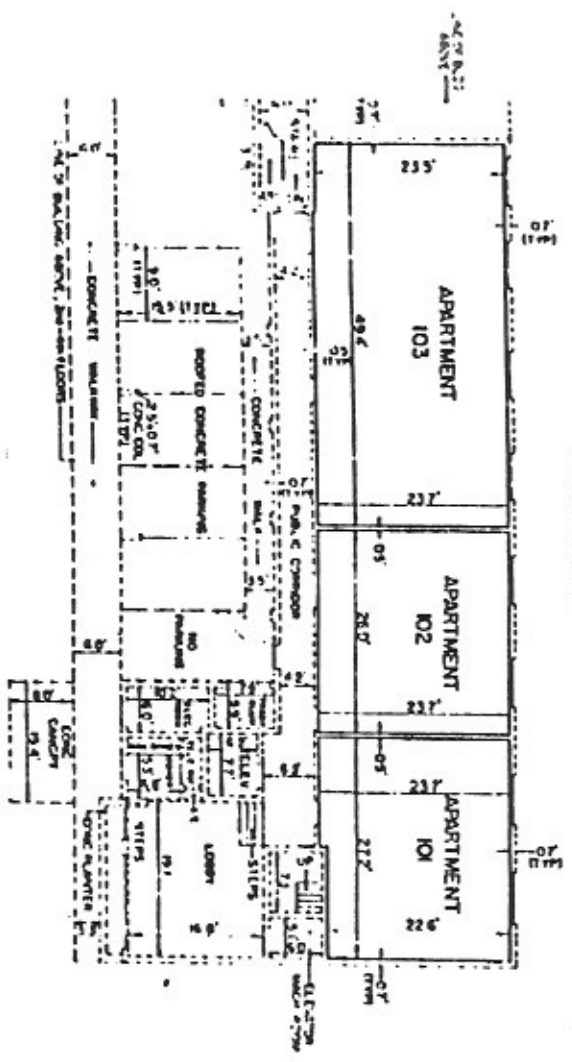
OFF 9783 ME 879



# EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OF EAST SHORE, A CONDOMINIUM

OFF 9783 REC 881

PREPARED BY  
CRAIG A. SMITH & ASSOCIATES  
OF FLORIDA, INC.  
CONSULTING ENGINEERS & SURVEYORS  
ORLANDO, FLORIDA



FIRST FLOOR PLAN ELEVATIONS

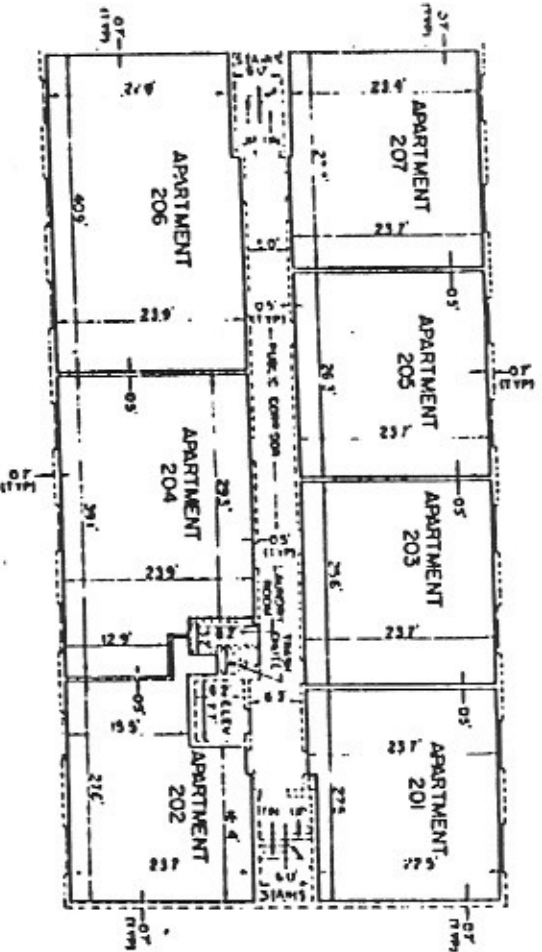
LOBBY - LOWER LIMITS:	2.4'
UPPER LIMITS:	12.36'
FOYER - LOWER LIMITS:	0.5'
UPPER LIMITS:	12.2'
APARTMENTS - AVERAGE LOWER LIMITS:	11.1'
AVERAGE UPPER LIMITS:	11.8'

NOTE:  
DATA SHOWN HEREON FOR APARTMENT 103 IS PROPOSED



# EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OF EAST SHORE, A CONDOMINIUM

PREPARED BY  
CRAIG A SMITH & ASSOCIATES  
OF FLORIDA, INC.  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA



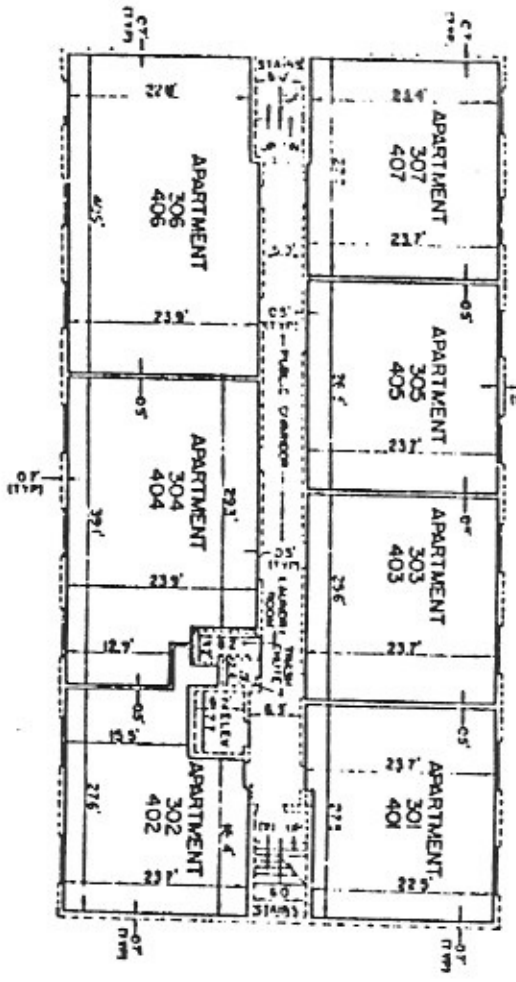
SECOND FLOOR PLAN ELEVATIONS  
1 SECOND FLOOR APARTMENTS - AVERAGE LOWER LIMITS 2002,  
AVERAGE UPPER LIMITS 2174.

NOTE:  
DATA SHOWN HEREON FOR APARTMENT 205 & APARTMENT 207 IS PROPOSED.

# EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OF EAST SHORE, A CONDOMINIUM

OFF 9783 REG 883  
REC 9783 REG 883

PREPARED BY  
CRAIG A. SMITH & ASSOCIATES  
OF FLORIDA, INC.  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA



THIRD & FOURTH FLOOR PLAN ELEVATIONS  
THIRD FLOOR APARTMENTS - AVERAGE LOWER LIMITS 28.42  
AVERAGE UPPER LIMITS 36.36  
FOURTH FLOOR APARTMENTS - AVERAGE LOWER LIMITS 32.61  
AVERAGE UPPER LIMITS 44.26

NOTE:  
DATA SHOWN HEREON WAS COMPILED FROM A FIELD SURVEY  
DATED JANUARY 28, 1981.

ARTICLES OF INCORPORATION  
OF  
EAST SHORE CONDOMINIUM ASSOCIATION, INC.

FILED  
JAN 24 2 35 PM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, (1977), and certify as follows:

ARTICLE I

NAME:

The name of the Corporation shall be EAST SHORE CONDOMINIUM ASSOCIATION, INC. For convenience this corporation shall be referred to as the "Association".

ARTICLE II

PURPOSES:

1. The purpose for which the Association is organized is to manage, operate and maintain a condominium, to be known as EAST SHORE CONDOMINIUM, hereinafter referred to as the "Condominium".
2. This Association is organized for the purpose of providing a convenient means of administering the Condominium by the owners thereof.
3. The Association shall have no capital stock and shall make no distribution of income or profit to its members, Directors or Officers.

ARTICLE III

POWERS:

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 purpose of the Association, including but not limited to the following:
  - A. To adopt a budget and 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. To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
  - D. To reconstruct improvements after casualty and construct further improvements to the Condominium property.
  - E. To make and amend rules and regulations respecting the use of Condominium property.
  - \* F. To approve or disapprove proposed purchasers, lessees, mortgagees and any proposed occupants of a unit who are not part of the unit owner's immediate family.
  - G. To enforce by legal means the provisions of the Condominium Documents, these Articles, the By-Laws of the Association and the Rules and Regulations of the Association.

EXHIBIT "B"



- 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 members of the Association.
  - I. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) (7), of the Internal Revenue Code and its regulations as the same may now exist or as they may be hereinafter amended from time to time.
3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of 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.

#### ARTICLE IV

##### MEMBERS:

The qualifications 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 this Association, and no other persons or entities shall be entitled to membership. Each unit shall be entitled to one vote.
2. Changes in 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 copy of such recorded 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.
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 his unit.

#### ARTICLE V

##### DIRECTORS:

1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than five (5) Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three (3) 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. The term "Developer" as used in these Articles and the By-Laws shall mean EAST SHORE CONDOMINIUM, a Florida general partnership, its successors and assigns.
3. The following persons shall serve as Directors until their successors are elected or appointed as provided in the By-Laws:

Thomas J. Corkery  
Horst R. Mayer  
Emil Mayer

ARTICLE VI

**OFFICERS:**

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary-Treasurer, and as many Assistant Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine. Such Officers shall be elected by the Board of Directors from among the Board of Directors at its first meeting following the Annual Meeting of the members of the Association. Officers shall serve without compensation at the pleasure of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Thomas J. Corkery 3000 North Ocean Blvd. Fort Lauderdale, Florida
Vice-President	Horst R. Mayer 3000 North Ocean Blvd. Fort Lauderdale, Florida
Secretary/Treasurer	Emil Mayer 3000 North Ocean Blvd. 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 attorneys' 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 willful 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 has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The use of any gender shall include all genders where appropriate.

ARTICLE VIII

**BY-LAWS:**

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by not less than two-thirds (2/3) of all the Directors until the first election of a majority of Directors by unit owners other than the Developer. Thereafter, the By-Laws may be altered, amended, or rescinded by not less than two-thirds (2/3) of all the Directors and by not less than five (5) members of the Association, in the manner provided by the By-Laws.

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. Until the first election of a majority of Directors by members other than the Developer, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors, and no meeting of the members nor any approval thereof need be had.
3. In addition to the procedure set forth in Section 2 above, a resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than two-thirds (2/3) of all the Directors and by not less than sixty-six (66%) percent members of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.
4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida 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 in accordance with the Declaration of Condominium of EAST SHORE, A CONDOMINIUM. The Association shall be terminated by the termination of the condominium in accordance with the Declaration of Condominium.

#### ARTICLE XI

**SUBSCRIBER:**

The name and residence of the subscribers to these Articles of Incorporation are, as follows:

<u>NAME</u>	<u>ADDRESS</u>
JOSEPH P. MULLEN	2060 S.E. 15th Court Pompano Beach, Florida 33062
LOUISE C. CANNON	2691 S. Course Drive Pompano Beach, Florida 33060
SHERRY J. HODGES	1212 N.E. 6th Street Pompano Beach, Florida 33062

#### ARTICLE XII

**DIRECTORS:**

The names and addresses of the persons who shall comprise the first Board of Directors, until successors are qualified and elected are, as follows:

<u>NAME</u>	<u>ADDRESS</u>
Thomas J. Corkery	3000 North Ocean Blvd. Fort Lauderdale, Florida
Horst R. Mayer	3000 North Ocean Blvd. Fort Lauderdale, Florida
Emil Mayer	3000 North Ocean Blvd. Fort Lauderdale, Florida

#### ARTICLE XII

**REGISTERED AGENT: AND PRINCIPAL OFFICE ADDRESS.**

The Corporation hereby appoints JOSEPH P. MULLEN as its Registered Agent to accept service of process within this State. Registered Agent address 5100 North Federal Highway, Ft. Lauderdale, Florida, 33308 Principal office 3000 North Ocean Blvd, Ft. Lauderdale, Florida 33308.

REC 9783 PAGE 887



IN WITNESS WHEREOF, the subscriber have hereto affixed their signatures this 19th day of June, 1981.

Joseph P. Mullen  
Joseph P. Mullen

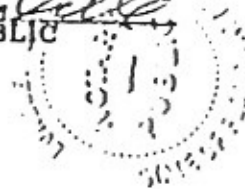
Louise C. Cannon  
Louise C. Cannon

Sherry J. Hodges  
Sherry J. Hodges

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared JOSEPH P. MULLEN to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19th day of June, 1981

Joseph P. Mullen  
NOTARY PUBLIC  


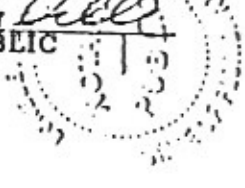
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 6 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared LOUISE C. CANNON to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19th day of June, 1981.

Joseph P. Mullen  
NOTARY PUBLIC  


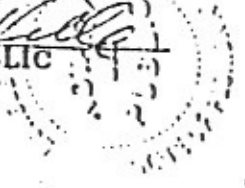
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 6 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared SHERRY J. HODGES to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19th day of June, 1981

Joseph P. Mullen  
NOTARY PUBLIC  


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 6 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

I hereby accept appointment as Registered Agent.

Joseph P. Mullen  
Joseph P. Mullen

REC 9783 REG 888

BY-LAWS  
OF  
EAST SHORE CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit  
under the laws of the State of Florida

I. IDENTITY

These are the By-Laws of EAST SHORE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association", the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida, and subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as EAST SHORE, A CONDOMINIUM, hereinafter referred to as the "Condominium". The Association has been organized for the purpose of administering a condominium upon certain lands in Broward County, Florida.

1. The office of the Association shall be at 3000 North Ocean Blvd., Fort Lauderdale, Florida 33308, or at such other place as may be designated by the Board of Directors from time to time.
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.

II. MEMBERS' MEETINGS

1. The annual members' meeting shall be held at such site as may be designated by the Board of Directors on the third Tuesday of May 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 succeeding 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 thirty-three (33%) percent of the members.
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 Secretary-Treasurer, 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 sent by mail to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting, and the post office certificate of mailing shall be retained in the records of the Association as proof of such mailing. The person giving the notice shall also furnish an affidavit attesting to such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting. Members may waive notice of specific meetings and may take action by written agreement without meetings. The Institutional Mortgagee holding the greatest dollar amount of mortgages on the units shall, upon written request, be entitled to receive notice of all members' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against unit owners are to be considered for any reason, at members' meetings, the notice shall contain a statement

EXHIBIT "C"

- that assessments will be considered and shall specify the nature of any such assessment
4. The percentage of members or voting rights required to make decisions and to constitute a quorum shall be a majority of the owners of the units, and decisions shall be made by owners of a majority of the units represented at a meeting at which a quorum is present. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such member for the purpose of determining a quorum.
  5. Each unit shall be entitled to one (1) vote. The vote of the owners of a unit 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 unit and filed with the Secretary-Treasurer of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes, provided, however, a spouse shall be entitled to cast the vote for a unit owned by husband and wife in the absence of the other spouse.
  6. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof and must be filed with the Secretary at or before the appointed time of the meeting. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it.
  7. Approval or disapproval of a member 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 member if in an Association meeting.
  8. If any meeting of members cannot be organized because a quorum of unit owners 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 practicable at all other members' meetings, shall be:
    - A. Call to Order
    - B. Election of Chairman of the meeting.
    - C. Calling of the roll and certifying of proxies.
    - D. Proof of notice of meeting or waiver of notice.
    - E. Reading and disposal of any unapproved minutes.
    - F. Report of Officers.
    - G. Report of Committees.
    - H. Election of Directors.
    - I. Unfinished Business.
    - J. New Business.
    - K. Adjournment.
  10. For so long as the Developer holds units for sale in the ordinary course of business, or until the Developer terminates its control of the Association, as provided for herein, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. Further, provided that for so long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:
    - A. Assessment of the Developer as a unit owner for capital improvements.



- B. Any action by the Association that would be detrimental to the sale of units by the Developer.
11. The term "Developer" as used in these By-Laws shall mean EAST SHORE CONDOMINIUM, a Florida General Partnership, its successors and assigns, particularly including, but in no way limited to, successors through mortgage foreclosure or grantees of deeds in lieu of foreclosure, unless the context otherwise requires.

### III. DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors and their successors appointed by the remaining Directors shall consist of three (3) Directors who need not be members of the Association, and thereafter the membership of the Board shall consist of not less than three (3) nor more than five (5) Directors. Within these limits, the Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members.
2. Election of Directors shall be conducted in the following manner:
  - A. Members of the Board of Directors shall be elected by a plurality of the votes cast at an annual meeting of the members of the Association. There shall be no cumulative voting. The President may appoint a nominating committee which shall nominate a minimum of one (1) member of the Association for each office coming vacant. This nominating process shall not preclude any member desiring to be a candidate for membership on the Board of Directors from being nominated from the floor.
  - B. Vacancies in the Board of Directors may be filled by the remaining Directors subject to the provisions of Paragraph 2.C. of this Article. A Director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed.
  - C. The Directors named in the Articles of Incorporation shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and such successor Directors need not be members of the Association. In the event there are no remaining Directors then any such vacancies shall be filled by the Developer.
    - (a) At such time as fifteen (15%) percent or more of the units are owned by unit owners other than the Developer, the unit owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association.
    - (b) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty (50%) percent of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety (90%) percent of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur.
    - (c) The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as

long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units that will be operated ultimately by the Association.

- (d) As to the election of Directors pursuant to Subparagraphs (a), (b) and (c), within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose.
  - (e) Nothing in this subparagraph shall be construed so as to preclude the Developer from relinquishing control of the Board of Directors at any time the Developer may so elect.
3. At the first election at which all of the members of the Board of Directors are elected by Unit Owners other than the Developer, the majority of those Directors receiving the most votes shall serve for a two (2) year term and the remaining Directors shall serve for a one (1) year term. Thereafter, each Director's service shall extend for a two (2) year period and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Prior to the first election at which all of the members of the Board of Directors are elected by Unit Owners other than the Developer, the term of office of each Director elected by the members shall extend until the next annual meeting of the members and thereafter until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.
  4. The organizational 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 organizational 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 (3) days prior to the date named for such meeting unless such notice is waived. Notice of all meetings of the Board shall be posted in a conspicuous place on the condominium property for the benefit of unit owners at least 48 hours in advance of such meetings, except in an emergency. All meetings of the Board of Directors shall be open to all members of the Association who shall attend as observers unless called upon by the chairman of the meeting to participate.
  6. Special meetings of the Directors may be called by the President and must be called by the Secretary-Treasurer at the written request of one-third (1/3rd) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
  7. 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. Any Director's attendance at a meeting shall constitute a waiver of the notice of that meeting.
  8. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. 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 an adjourned meeting any business which might have

been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding officer of Directors' meetings shall be the President of the Association. In the absence of the President, the Vice-President shall preside.
10. Directors' fees, if any, shall be determined by the members of the Association, and no director shall receive a fee prior to takeover.
11. Subject to the provisions of Section 1 of this Article, a Director may be removed for cause or for the failure to be either the owner of a unit, have an interest therein or, in the event of a corporate ownership, to be an officer or designated agent thereof. The removal of a Director pursuant to this Section shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose. Subject to the provisions of Section 2 of this Article, any member of the Board of Directors elected by Unit Owners other than the Developer may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all members of the Association. A special meeting of the members of the Association to recall a member or members of the Board of Directors may be called by four (4) members giving notice of the meeting as required for a special meeting of members, and the notice shall state the purpose of the meeting.

#### 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. 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 not be limited to the following:

1. To adopt a budget and 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. To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
4. To reconstruct improvements after casualty and to construct further improvements to the Condominium property.
5. To make and amend rules and regulations respecting the use of the Condominium property. Such rules and regulations may be promulgated by the Board of Directors at any duly noticed meeting of the Board or of the members.
6. To approve or disapprove proposed purchasers, lessees, mortgagees and any proposed occupants of a unit who are not part of the unit owner's immediate family, 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, and the Rules and Regulations of the Association.

9/19/96

*To enforce by legal means the provisions of the Condominium Dec., Art of Inc, By-laws, & Rules & Reg. & to authorize use of legal means as a tool in the enforcement process.*



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 members of the Association.
9. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit owner subject to such liens.
10. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual units.
11. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.
12. To bond any or all employees, Officers and Directors of the Association, for which the Association shall bear the cost.

#### V. OFFICERS

1. The executive Officers of the corporation shall be a President, a Vice President and a Secretary-Treasurer, all of whom shall be Directors who shall be elected annually by the Board of Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Vice President or Secretary-Treasurer or Assistant Secretary or Assistant Treasurer. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.
2. The President shall be the chief executive 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 of appointing 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 of or disability of the President exercise the powers and 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-Treasurer shall keep the minutes of the proceedings of the Directors and the members in a book available for inspection by the Directors or members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. He shall attend to the giving and serving of all 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 have custody of all property of the Association, including financial records, funds, securities and evidences of indebtedness. He shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with good accounting practices. He shall perform all other duties incident to the office of Secretary-Treasurer of an Association and as may be required by the Directors or the President.
5. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director or Officer 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 the Articles of Incorporation shall be supplemented by the following provisions:

### 1. Assessments.

- A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owners or owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments shall be made against members not less frequently than quarterly in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the Directors as to the frequency of assessments, assessments shall be due and payable monthly. The personal liability of a Unit Owner for assessments shall survive the termination of such Unit Owner's membership in the Association.
- B. Any member shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person who relies upon such certificate shall be protected thereby.
- C. Notice of any meeting, whether a meeting of the Board of Directors or of the members of the Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessment.

### 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 and estimates of the income of the Association. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. These reserve accounts may be waived, or less adequate reserves established, by a majority vote of the members of the Association at a duly called meeting of the Association. The budget shall include but not be limited to the following items:

#### (a) Common Expense Budget

- i. Administration of the Association.
- ii. Management fees, if applicable.
- iii. Maintenance
- iv. Insurance
- v. Security, if applicable.
- vi. Other expenses
- vii. Operating capital.
- viii. Reserves
- ix. Fees payable to the Division of Florida Land Sales and Condominiums

- x. Utilities.
- xi. Recreation area maintenance.

(b) Proposed assessments against each member, together with an annual total of assessments.

B. Copies of the proposed budget and proposed assessments shall be transmitted to each member thirty (30) days prior to the meeting at which the budget is to be considered, together with a notice of the meeting which shall state the time and place of the meeting. The meeting shall be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member. If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the Board of Directors, upon written application of 10 percent of the members of the Association to the Board of Directors, shall call a special meeting of the members of the Association within thirty (30) days, upon not less than ten (10) days written notice to each member of the Association. At the special meeting, members shall consider and enact a budget. The adoption of the budget at such a special meeting shall require a vote of a majority of all members. The Board of Directors may propose a budget which exceeds 115 percent of the assessments for the preceding year to the members at a meeting of the members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacements of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for capital improvements to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar years assessment without approval of a majority of all members of the Association.

3. The depository of the Association shall be such bank or banks located in Broward County, Florida, as shall be designated from time to time by the Directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors.

4. Within 60 days following the end of the Association's fiscal year, the Board of Directors shall mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall also be furnished to any Institutional Mortgagee upon written request. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- A. Cost for security.
- B. Professional and management fees and expenses.
- C. Taxes.
- D. Cost for recreational facilities.
- E. Expenses for refuse collection and utility services.
- F. Expenses for lawn care.
- G. Cost for building maintenance and repair.
- H. Insurance cost.
- I. Administrative and salary expenses.
- J. General reserves, maintenance reserves and depreciation reserves.



5. The Board of Directors shall obtain fidelity bonding of all Officers and Directors who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association as a common expense.

#### VII. PARLIAMENTARY RULES

Robert's 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 Association 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. Until the first election of a majority of Directors by members other than the Developer, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors, and no meeting of the members nor any approval thereof need be had.
3. In addition to the procedure set forth in Section 2 above, 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. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of the votes of the entire membership of the Board of Directors and not less than sixty-six (66%) percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.
4. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law... for present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

#### IX. SEVERABILITY AND CONFORMITY TO STATE LAW

These By-Laws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration of Condominium or any rule of law or statutory provision of the State of Florida; then such provisions of these By-Laws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration of Condominium or such rule of law.

The foregoing were adopted as the By-Laws of EAST SHORE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 6<sup>th</sup> day of September, 1981.

Joseph P. Mullen, attorney-in-fact  
for Emil Mayer  
Secretary-Treasurer

Approved:

Joseph P. Mullen, attorney-in-fact  
for Thomas J. Corkery  
President

EAST SHORE, A CONDOMINIUM  
SHARE OF COMMON ELEMENTS, COMMON EXPENSE,  
AND COMMON SURPLUS  
FOR EACH UNIT

Share of Owners' Common Expenses with regard to the condominium unit  
and the appurtenant common elements:

<u>Unit No.</u>	<u>Percentage Share</u>
101	1/24
102	1/24
103	1/24
201	1/24
202	1/24
203	1/24
204	1/24
205	1/24
206	1/24
207	1/24
301	1/24
302	1/24
303	1/24
304	1/24
305	1/24
306	1/24
307	1/24
401	1/24
402	1/24
403	1/24
404	1/24
405	1/24
406	1/24
407	1/24

EXHIBIT "D"

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

OFF 9783  
RME899