

**AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM OF**

**LYNDHURST H CONDOMINIUM ASSOCIATION**

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM**

In a Declaration of Condominium recorded at Official Records Book 5907, Page 1 et seq. of the Public Records of Broward County, Florida, (hereinafter the "Original Declaration") the Condominium Developer, CENTURY VILLAGE EAST, INC., a Florida corporation, did submit to Condominium ownership pursuant to Florida Statutes, that property situated in Broward County, Florida, more particularly described in the Survey Exhibit attached to the Original Declaration as Exhibit 1, which is incorporated herein by reference, and attached to this Amended and Restated Declaration as Exhibit 1.

The Condominium Property includes that property, real and personal, which is owned, leased by, or dedicated to the Association for the use and benefit of its members, and further including all improvements, easements and rights appurtenant thereto intended for use in connection with the Condominium.

Said Original Declaration was subsequently supplemented and/or amended as follows:

Amendment recorded at Official Records Book 17984, Page 571 in the Official Records of Broward County, "Florida.

Amendment recorded at Official Records Instrument No. 113551766 in the Official Records of Broward County, Florida.

The submission of the land to the Condominium form of ownership pursuant to the Original Declaration as amended from time to time, is and will remain effective. By adoption of this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (hereinafter the terms "Declaration" and "Amended and Restated Declaration" shall be used interchangeably and shall refer to this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM), the Association Members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium and its Exhibits in their entirety. By adoption of this Amended and Restated Declaration of Condominium, the Members of the Association ratify governance of the Property described above and in Exhibit "1" of the Original Declaration and Exhibit "1" hereto under the Condominium form of ownership and the provisions of the Condominium Act, Florida Statutes Chapter 718, as same may be amended and/or renumbered from time to time. All Exhibits to the Original Declaration of Condominium and all amendments to such Exhibits are incorporated herein by reference as if attached as an exhibit hereto.

**1. PURPOSE: NAME AND ADDRESS: LEGAL DESCRIPTION: EFFECT.**

- 1.1. PURPOSE. The purpose of this DECLARATION is to submit the lands and improvements herein described to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes, as same may be amended and/or renumbered from time to time, herein referred to as the "Condominium Act," and to ratify use of the Property thereof as "Housing for

Older Persons.” It is the intent of this provision to utilize the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving and maintaining exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, as amended.

- 1.2. **NAME AND ADDRESS.** The name of this CONDOMINIUM is as specified in the title of this document. The address shall be the name of the CONDOMINIUM together with: CENTURY VILLAGE EAST, DEERFIELD BEACH, FLORIDA.
  - 1.3. **THE LAND.** The real property described on Exhibit 1 is the CONDOMINIUM PROPERTY hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the EXHIBITS attached hereto and referenced herein.
  - 1.4. **EFFECT.** All the provisions of this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and all EXHIBITS attached hereto or referenced herein shall be binding upon all UNIT OWNERS and are enforceable equitable servitudes running with the land and existing in perpetuity until this DECLARATION is revoked and the CONDOMINIUM is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed, and the benefits granted by this instrument shall run with each UNIT as herein defined.
2. **SURVEY.** Annexed hereto and to the Original Declaration of Condominium and made a part thereof as EXHIBIT 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the CONDOMINIUM, identifying the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and their respective locations and approximate dimensions. Each UNIT is identified on said EXHIBIT 1 by a specific number. No UNIT bears the same number as any other UNIT. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the COMMON ELEMENTS appurtenant to each UNIT is designated thereon.
3. **DEFINITION OF TERMS.** The terms used in this AMENDED AND RESTATED DECLARATION and the EXHIBITS attached hereto shall have the meanings stated in the Condominium Act, as amended from time to time and as follows, unless the context otherwise requires.
- 3.1. **“CONDOMINIUM”** means that form of ownership of CONDOMINIUM PROPERTY under which UNITS are subject to ownership by one or more owners, and there is appurtenant to each UNIT as part thereof an undivided share in the COMMON ELEMENTS. The term shall also mean the CONDOMINIUM as referenced in this AMENDED AND RESTATED DECLARATION.
  - 3.2. **“DECLARATION”** or **“DECLARATION OF CONDOMINIUM,”** including this **“AMENDED AND RESTATED”** DECLARATION means this instrument and all EXHIBITS attached hereto as amended from time to time.
  - 3.3. **“UNIT”** or **“CONDOMINIUM UNIT”** means a part of the CONDOMINIUM PROPERTY which is to be subject to private ownership as specified in this DECLARATION.
  - 3.4. **“COMMON ELEMENTS”** means the portions of the CONDOMINIUM PROPERTY not included in the UNITS.

- 3.5. "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.
- 3.6. "ASSOCIATION" means the non-profit Florida corporation whose name and seal appears at the end of this AMENDED AND RESTATED DECLARATION which is the entity responsible for the operation of the CONDOMINIUM.
- 3.7. "BOARD" or "BOARD OF ADMINISTRATION" means the Board of Directors of the ASSOCIATION responsible for the administration of the ASSOCIATION in accordance with the provisions of the governing documents of the ASSOCIATION and provisions of Florida Statutes.
- 3.8. "BY-LAWS" means the BY-LAWS of the ASSOCIATION as they exist and as they may be amended from time to time.
- 3.9. "CONDOMINIUM ACT" means the Condominium Act of The State of Florida (F.S. 718. et seq.), as same may be amended and/or renumbered from time to time.
- 3.10. "COMMON EXPENSES" means the expenses for which the UNIT OWNERS are liable to the ASSOCIATION as specified in the CONDOMINIUM ACT, and all other expenses declared COMMON EXPENSES by provisions of this DECLARATION, BY-LAWS, and ARTICLES OF INCORPORATION, which shall include, but shall not be limited to, the expenses of administration, the expenses of maintenance, operation, repair or replacement and alteration or improvement of the COMMON ELEMENTS, LIMITED COMMON ELEMENTS, and portions of the UNITS to be maintained by the Association; the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; the cost of any bulk contract for broadband, telecommunications, satellite and/or other internet services, if any; if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; real property taxes, Assessments and other maintenance expenses attributable to any UNITS acquired by the Association or any Association Property; reasonable expenses for social functions (up to a \$1000), holiday lighting, employee bonuses and all expenses related to the installation, repair, maintenance operation alteration and/or replacement of Life Safety Systems.
- 3.11. "LIMITED COMMON EXPENSES" means the expenses for which some, but not all, of the UNIT OWNERS are liable to the ASSOCIATION.
- 3.12. "COMMON SURPLUS" means the excess of all receipts of the ASSOCIATION, including, but not limited to, assessments, rents, profits, and revenues on account of the COMMON ELEMENTS, over the amount of COMMON EXPENSES.
- 3.13. "CONDOMINIUM PROPERTY" means and includes the lands hereby subjected to condominium ownership, if contiguous, and all improvements thereon and all easements, and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.
- 3.14. "ASSESSMENT" means a share of the funds required for the payment of COMMON EXPENSES which is assessed against the UNIT OWNERS from time to time.
- 3.15. "UNIT OWNER" means the owner of a CONDOMINIUM PARCEL
- 3.16. "INSTITUTIONAL MORTGAGE" means a State or Federal Bank, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity holding a mortgage on a UNIT.
- 3.17. "OCCUPANT" means the person or persons other than the UNIT OWNER in actual occupancy or physical possession of a UNIT.

- 3.18. "CONDOMINIUM DOCUMENTS" means this AMENDED AND RESTATED DECLARATION, the SURVEY EXHIBIT LONG TERM LEASE, AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE ASSOCIATION, AMENDED AND RESTATED BY-LAWS OF THE ASSOCIATION, MANAGEMENT AGREEMENT and the MASTER MANAGEMENT AGREEMENT, all as amended from time to time.
- 3.19. "SPONSOR" means CENTURY VILLAGE EAST, INC., a Florida corporation, its successors and assigns who have created this CONDOMINIUM.
- 3.20. "ARTICLES OF INCORPORATION", means the AMENDED AND RESTATED ARTICLES OF INCORPORATION of the ASSOCIATION, heretofore filed in the Office of the Secretary of State of the State of Florida, and all subsequent amendments thereto.
- 3.21. "LONG-TERM LEASE" or "LEASE" means and refers to that LEASE AGREEMENT attached to this DECLARATION as EXHIBIT 2. All definitions as contained in the LONG-TERM LEASE are adopted by reference as though set forth herein verbatim. "DEMISED PREMISES" means the RECREATION AREAS and LEASED FACILITIES described and demised in said LONG-TERM LEASE.
- 3.22. "LESSOR" means the LESSOR of the DEMISED PREMISES in the LONG-TERM LEASE
- 3.23. "MASTER MANAGEMENT FIRM" means CEN-DEER COMMUNITIES, INC., a Florida corporation, its successors and assigns, which is the entity responsible for the co-ordination, operation and maintenance of the "COMMUNITY SERVICES and FACILITIES".
- 3.24. "COMMUNITY SERVICES and FACILITIES" means those areas and the improvements thereon which the SPONSOR or ASSOCIATION so designates and either conveys to the MASTER MANAGEMENT FIRM or designates the responsibility for the maintenance or operation thereof to the MASTER MANAGEMENT FIRM and those services for which each UNIT OWNER shall contract for the providing thereof with the MASTER MANAGEMENT FIRM. It is the intention of the MASTER MANAGEMENT AGREEMENT to include therein certain facilities supplied for the benefit of the residents of that certain development known as CENTURY VILLAGE, Deerfield Beach, Florida, which may include, for the purpose of illustration, but not be limited to, the providing of a security system, internal and external transportation system, maintenance of main roads, drainage and lake systems, lighting systems, swales, entrance ways and providing certain utility services within the development
- 3.25. "MASTER ASSESSMENTS" means those sums due for the operation and maintenance of "COMMUNITY SERVICES and FACILITIES" from the UNIT OWNERS.
- 3.26. "MASTER MANAGEMENT AGREEMENT" means that certain Agreement, which will be executed by each UNIT OWNER and CEN-DEER COMMUNITIES, INC., for the operation, maintenance and management of the "COMMUNITY SERVICE and FACILITIES". (Exhibit 3)
- 3.27. "MANAGEMENT FIRM" means the entity with which the ASSOCIATION has contracted for the management of the CONDOMINIUM PROPERTY, from time to time.
- 3.28. CENTURY VILLAGE, Deerfield Beach, Florida means all or part of those lands described in Exhibit A of that instrument recorded in Official Record Book 4871, Page 974, Public Records of Broward County, Florida, and any other lands owned or acquired, if contiguous, by SPONSOR and designated and actually developed as CENTURY VILLAGE, Deerfield Beach, Florida.
- 3.29. The definitions herein contained shall prevail as the context requires, if the same are capitalized in their usage herein.

**4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING STORAGE AREAS.**

- 4.1. **INTEREST IN COMMON ELEMENTS.** Each UNIT OWNER shall own, as an appurtenance to his or her UNIT, an undivided interest in the COMMON ELEMENTS as assigned thereto in EXHIBIT 1. The percentage of undivided interest of each UNIT shall not be changed without the unanimous consent of all owners of all of the UNITS (except as provided for in Paragraphs 2 and 16 hereof). No owner of any UNIT shall bring an action for partition or division of his or her undivided interest in the COMMON ELEMENTS
- 4.2. **BOUNDARIES.** A UNIT consists of an individual apartment lying within the following boundaries:
- 4.2.1 **HORIZONTAL BOUNDARY**
- 4.2.1.(a). **UPPER AND LOWER BOUNDARIES.** The upper and lower boundaries of the Apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- 4.2.1.a.(1) **UPPER BOUNDARY** – The horizontal plane of the undecorated finished ceiling
- 4.2.1.a.(2) **LOWER BOUNDARY** – The horizontal plane of the undecorated finished floor
- 4.2.2 **PERIMETRICAL BOUNDARIES**
- 4.2.2.(a). The perimetrical boundaries of the UNIT shall be the vertical planes of the undecorated finished interior of the walls bounding the UNIT extended to intersections with each other and with the UPPER and LOWER BOUNDARIES.
- 4.2.2.a.(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fixed to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the UNIT and shall not be deemed a COMMON ELEMENT
- 4.2.2.a.(2) Where a balcony, loggia, terrace, porch, stairway or other portion of the building or any fixture attached to the building serves only the UNIT being bounded, the perimetrical boundary shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.
- 4.2.2.a.(3) The interior partitions within a UNIT are part of said UNIT
- 4.2.3 **WEIGHT BEARING STRUCTURES.** Each UNIT shall not include the area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries
- 4.2.4 **MAINTENANCE EASEMENT.** In addition to the space within the horizontal and perimetrical boundaries, there shall be within each UNIT, as a COMMON ELEMENT, an easement through said UNIT for the purpose of providing maintenance, repair or services to the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of UTILITY SERVICES serving UNITS and the COMMON ELEMENTS Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one UNIT are appurtenant to such UNIT and are not part of the COMMON ELEMENTS

- 4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, any and all maintenance, repairs, and replacements of any air conditioning systems, lines, or any portions whatsoever of an air conditioning system servicing solely one unit shall be the responsible of the unit owner, unless any repairs or replacements must be performed resulting from the negligence of the Association, in which case the Association shall be responsible for such repairs or replacements.
- 4.3. AUTOMOBILE PARKING AREAS. There is assigned to each UNIT the exclusive right to use one (1) automobile parking space. Such parking space shall be used only by the owner of such UNIT and such owner's guests, approved tenants and invitees, and shall constitute LIMITED COMMON ELEMENTS for the use and benefit of said UNIT. The assignment of such parking space shall be final except that the ASSOCIATION, through its BOARD shall retain the authority to re-assign such parking spaces where same interfere with, encumber or otherwise impede the ingress and egress of pedestrians, emergency vehicles or the accommodation of disabled, handicapped or incapacitated UNIT OWNERS to park near their UNITS, or upon written consent from the unit owner associated with the parking space seeking to be changed.
- 4.3.1 NO CHANGE IN COMMON EXPENSE. Upon the assignment of an exclusive parking space, the owner of such UNIT shall have the exclusive right to use the same without additional charge therefor by the ASSOCIATION
- 4.3.2 UNASSIGNED PARKING. All parking spaces not specifically designated and assigned to the use of a UNIT shall constitute Common Elements and shall be subject to use only in the manner determined by the Board of Directors from time to time in its sole discretion, through promulgation of Rules and Regulations regarding such use. All parking spaces not specifically designated and assigned to the use of a particular UNIT shall constitute Common Elements and shall be utilized for Guest/Visitor parking. Unit Owners, tenants and Residents may not utilize Guest/Visitor parking spaces, unless approved by the Board in writing.
- 4.4. STORAGE FACILITIES. There are contained on EXHIBIT 1 certain areas designated as storage areas for the use of the CONDOMINIUM and/or certain designated UNITS
- 4.4.1 USE OF STORAGE SPACE AMONG UNIT OWNERS. The storage space shall be used in common among the UNITS as designated and determined by the ASSOCIATION'S BOARD in its sole discretion from time to time. The ASSOCIATION shall not be liable to any UNIT OWNER as a bailee or otherwise for loss or damage to, or theft of any property stored therein within a storage space, except for such loss, damage or theft as may be covered by policies of insurance carried by the ASSOCIATION. In the board of director's sole determination, the board may authorize the additional storage areas and lockers within the storage rooms and such additional storage areas and lockers shall not constitute a material alteration to the common elements. The board may license the use of a storage area or locker to a unit owner for a fee and terms to be determined by the board of directors from time to time.
- 4.4.2 NO CHANGE IN COMMON EXPENSES. The designation by the SPONSOR or the ASSOCIATION of a storage area to be used by a particular UNIT OWNER shall be governed by the same provisions as the assignment of parking spaces as set forth in Paragraphs 4.3 hereof.
- 4.5. MATERIAL ALTERATION OR SUBSTANTIAL ADDITION TO THE COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY. Material alterations or substantial additions to the common elements and or to the real property of the association property requires the approval of at least 2/3 of the total membership of the Association. The board of directors, without a vote of the

membership, may approve a material alteration to the common elements so long as the cost of such material alteration does not exceed \$5,000.00 in the aggregate.

**5. . RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS.**

- 5.1. SUBDIVISION OF UNITS. No UNIT may be divided or subdivided into a smaller UNIT or UNITS, other than as shown on Exhibit 1 to the Original Declaration, nor shall any, UNIT or portion thereof, be added to or incorporated into any other UNIT. (except as provided in Paragraph 2 hereof.
- 5.2. The undivided interest in the COMMON ELEMENTS and COMMON SURPLUS is declared to be appurtenant to each UNIT and shall not be deemed conveyed, devised, encumbered or otherwise dealt with separately from said UNIT even though such individual interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with the UNIT
- 5.3. UNIT OWNERS may, with the prior written consent of the ASSOCIATION, exchange with each other the LIMITED COMMON ELEMENTS constituting an exclusive parking space, provided, however, that such exchange shall automatically terminate upon the sale or other transfer of the Unit(s), and that each Unit shall always have the use and access to at least one (1) Limited Common Element parking space.

**6. EASEMENTS**

- 6.1. PERPETUAL NON-EXCLUSIVE EASEMENT. The COMMON ELEMENTS are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the provision of services for the benefit of all UNITS
- 6.2. EASEMENTS FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any UNIT, COMMON ELEMENT or LIMITED COMMON ELEMENT shall encroach upon any other UNIT, COMMON ELEMENT or LIMITED COMMON ELEMENT for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.
- 6.3. UTILITY EASEMENTS. Utility easements are reserved, or may be granted, through the CONDOMINIUM PROPERTY as may be required for utility service (construction and maintenance) to adequately serve the CONDOMINIUM.
- 6.4. INGRESS AND EGRESS. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the COMMON ELEMENTS; and for vehicular traffic over, through and across such portions of the COMMON ELEMENTS as, from time to time, may be paved and intended for such purposes.
- 6.5. USE. The use of any easement by a UNIT OWNER shall be subject to all the PROVISIONS OF THIS DECLARATION and the LONG-TERM LEASE, if any, as the same may exist from time to time.
- 6.6. ACCESS. SPONSOR covenants to provide, either by way of perpetual private easements or publicly dedicated right of way, access to the CONDOMINIUM for ingress and egress to one of the major entrances and exits to CENTURY VILLAGE, Deerfield Beach, Florida. All easements so provided, whether on CONDOMINIUM PROPERTY or otherwise, shall be for the benefit of all persons residing on so much of the lands described in Exhibit A of that certain Memorandum of Agreement dated January 21, 1972 and recorded in Official Record Book 871, Page 971, Public

Records of Broward County, Florida, as are actually included in CENTURY VILLAGE, Deerfield Beach, Florida, and any additions thereto, and for all other persons designated by the ASSOCIATION. The ASSOCIATION shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary, without the consent of the ASSOCIATION, UNIT OWNERS, and any others entitled to use the easement as this easement shall not be deemed to create a burden on the land upon which it exists at any particular time nor to run with this CONDOMINIUM. The ASSOCIATION shall have the right to grant or dedicate such easements to the public, governmental authorities or MASTER MANAGEMENT FIRM without the consent of any person whomsoever.

- 6.7. SURVEY EXHIBIT-EASEMENTS. The Association shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this paragraph. Further, ASSOCIATION shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance) to such parties, including the MASTER MANAGEMENT FIRM, as ASSOCIATION deems fit, over the traffic ways as contained in the parking areas and those portions of the lakes, lagoons, canals, and waterways as are contained on the CONDOMINIUM PROPERTY. If such easement is granted, the portion thereof that falls within the confines of the CONDOMINIUM PROPERTY is designated as shown on EXHIBIT 1 attached hereto and shall be governed by the language thereon or may be created by separate documents. The responsibility for the maintenance of the easements designated on EXHIBIT 1 being granted over parking areas, lakes, lagoons, canals or waterways, if any, shall be as provided for therein, and if no such provision is made, the ASSOCIATION shall be responsible for the maintenance and care thereof. ASSOCIATION, or its designee, shall have the right to enter the CONDOMINIUM PROPERTY for constructing, maintaining and repairing said easements and the equipment thereon. Should the ASSOCIATION grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on EXHIBIT 1, the same shall automatically be part of the easements provided therein as if originally set forth.
- 6.8. WATER, GARBAGE and SEWER SERVICE. To provide the CONDOMINIUM with adequate water, sewage and garbage disposal service MASTER MANAGEMENT FIRM shall have the exclusive right to contract for the providing of these services to the CONDOMINIUM and the UNIT OWNERS agree to pay the charges therefor and to comply with all of the terms and conditions thereof.
- 6.9. ADDITIONAL EASEMENTS. The Association or its designee, has the unequivocal right to create additional easements over, upon, or through the CONDOMINIUM PROPERTY, at any time, for any purpose, without the joinder of any UNIT OWNERS whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part of the actual building

## **7. COMMON EXPENSE; COMMON SURPLUS. LIABILITY AND METHOD OF SHARING**

- 7.1. LIABILITY AND METHOD OF SHARING Each UNIT shall share in the COMMON SURPLUS and be liable for the COMMON EXPENSES (except those assessable to less than all UNITS) in the same percentage as the percentage representing the undivided interest of each UNIT in the COMMON ELEMENTS. The right to share in the COMMON SURPLUS does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the CONDOMINIUM.



**8. ADMINISTRATION OF THE CONDOMINIUM: THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS VOTING.**

- 8.1. The ASSOCIATION shall administer the operation and management of the CONDOMINIUM PROPERTY and undertake and perform all acts and duties incident thereto in accordance with the provisions of this AMENDED AND RESTATED DECLARATION, all Exhibits thereto, and the CONDOMINIUM ACT, all as amended from time to time.
- 8.2. MEMBERSHIP. Each UNIT OWNER shall automatically become a member of the ASSOCIATION upon his or her acquisition of title to any UNIT and said membership shall terminate automatically upon said UNIT OWNER being divested of title to such UNIT, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any UNIT shall be entitled, by virtue thereof, to any of the rights or privileges of such membership.
- 8.3. POWERS OF ASSOCIATION. In the administration of the CONDOMINIUM, the ASSOCIATION shall have, and is hereby granted, the authority, power, and duty to carry forth the aforesaid intent and to enforce the provisions of this AMENDED AND RESTATED DECLARATION; levy and collect assessments, special assessments, individual special assessments and charges in the manner herein provided; and to adopt, promulgate and enforce such reasonable Rules and Regulations governing the use of UNITS, CONDOMINIUM PROPERTY, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM from time to time. The ASSOCIATION shall have all the powers and duties set forth in the CONDOMINIUM ACT and this DECLARATION, ARTICLES OF INCORPORATION, BY-LAWS and RULES AND REGULATIONS, (hereinafter referred to as the "Governing Documents" of the ASSOCIATION all as amended from time to time. In addition to the powers enumerated in this Article 8.3, the ASSOCIATION shall also have the power to levy and collect fines, to merge with other condominium associations and to delegate such powers to a common entity as may be deemed necessary for civil and legal protection and enforcement of the rights and remedies of the ASSOCIATION in an appropriate and expedient manner.
- 8.4. REPORTS TO MEMBERS AND LESSOR. The ASSOCIATION or its designees shall maintain such records as required the CONDOMINIUM ACT, as amended or renumbered from time to time. When this function is delegated to the MANAGEMENT FIRM, the terms of the MANAGEMENT AGREEMENT shall govern. If any member of the ASSOCIATION is bound by the LONG-TERM LEASE, the LESSOR shall have continuous reasonable access to the records of the ASSOCIATION and written summaries of the accounting records of the ASSOCIATION shall be supplied annually to the LESSOR, upon request.
- 8.5. REPORTS TO LENDERS. So long as an INSTITUTIONAL MORTGAGEE of any UNIT is the owner or holder of a mortgage encumbering a UNIT in the CONDOMINIUM, the ASSOCIATION shall furnish said INSTITUTIONAL MORTGAGEE with one (1) copy of the Annual Financial Statement and Report of the ASSOCIATION pertaining to the UNIT upon which the mortgage is held provided said INSTITUTIONAL MORTGAGEE requests same.
- 8.6. INSURANCE REPORTING. In any legal action in which the ASSOCIATION may be exposed to liability more than insurance coverage protecting it and the Unit Owners, the ASSOCIATION shall give notice of the exposure within a reasonable time to all Unit owners who may be exposed to the liability and they shall have the right to intervene and defend.
- 8.7. VOTING. Each UNIT shall be entitled to one (1) vote for each UNIT owned. The vote of each UNIT OWNER shall be governed by the provisions of the BY-LAWS, as amended from time to time.
- 8.8. MANAGEMENT AGREEMENT. The ASSOCIATION may enter into an agreement with any person, firm or corporation for the administration, operation, maintenance and repair of the CONDOMINIUM PROPERTY and may delegate to such person, firm or corporation such of the

powers and duties of the ASSOCIATION as the ASSOCIATION and such person, firm or corporation shall agree.

- 8.9. CONSTRUCTION OF POWERS. All references and grants of power or authority to the ASSOCIATION or Board of Directors, including the power to discharge said responsibility and to enforce the Association's legal right for the purposes of this AMENDED AND RESTATED DECLARATION, shall be deemed as grants of power and authority directly to the MANAGEMENT FIRM for such period as the MANAGEMENT AGREEMENT exists, and only thereafter, to the ASSOCIATION. This provision shall not be construed as binding the MANAGEMENT FIRM to perform all the duties of the ASSOCIATION, but only those which shall be specified in the MANAGEMENT AGREEMENT. For this AMENDED AND RESTATED DECLARATION, all references herein to the ASSOCIATION where the rights, duties and powers are encompassed by the MANAGEMENT AGREEMENT shall be deemed to read "The MANAGEMENT FIRM" for so long as the MANAGEMENT AGREEMENT shall exist, and thereafter, the "ASSOCIATION". Nothing in this instrument shall be deemed to make the MANAGEMENT FIRM liable for any expenses or costs for which the ASSOCIATION and/or UNIT OWNERS are liable.
- 8.10. MASTER MANAGEMENT AGREEMENT. The ASSOCIATION shall, if requested, collect for the benefit of the MASTER MANAGEMENT CORPORATION all sums due by virtue of the MASTER MANAGEMENT AGREEMENT and promptly remit the same to the MASTER MANAGEMENT CORPORATION.

**9. USE AND OCCUPANCY RESTRICTIONS.** In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 9.1. RESIDENTIAL USE. Each UNIT is hereby restricted to residential use as a single-family residence. For purposes of this Declaration, the term "single family" shall mean not more than three (3) unrelated persons living together as a single housekeeping unit, or three (3) or more persons related by blood, marriage, civil union or adoption living together as a single housekeeping unit. Notwithstanding the foregoing, as the Association is intended as Housing for Older Persons, a minimum of 90% of the Units must be occupied by at least one (1) permanent occupant who is fifty-five (55) years of age or older. The remaining 10% of the Units may have a person residing in the Unit under the age of fifty-five (55) so long as one (1) person is at least fifty (50) years old. It is the intent of this provision to utilize the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, as amended. The Board is authorized to promulgate, adopt, amend, modify or delete from time to time, policies, procedures, rules and regulations to assure compliance with such exemption. Since this Condominium is designed and intended as "housing for older persons" and to provide housing for residents who are fifty-five (55) years of age or older.
- 9.1.1 Children under eighteen (18) years of age shall be prohibited from permanently residing upon the premises and no owner shall permit a child under eighteen (18) years of age to

- permanently reside within any UNIT; except that children under eighteen (18) may visit and temporarily reside for a period not to exceed thirty (30) days in total during any calendar year
- 9.1.2 For purposes of this paragraph, a live-in healthcare aide shall not be subject to the thirty (30) day guest limitation but shall be subject to screening and approval if intended to reside in the unit with the Owner for a period exceeding thirty (30) days in any calendar year.
- 9.1.3 Guest Occupancy. A "guest" is defined as a person who enters upon the Property at the invitation of the Owner or Tenant (or his or her respective family) for the purpose of visiting the Owner or Tenant (or his or her respective family), occupying the UNIT for less than thirty (30) days in total during any calendar year, or utilizing the Condominium Property. Guests are only permitted in the presence of the Owner, Tenant or approved resident. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. Any guest occupying a UNIT when the Owner, Tenant or resident is not present, shall be deemed a Tenant, regardless of whether consideration is exchanged, and shall be subject to all leasing and approval requirements of this DECLARATION. For purposes of this paragraph, a live-in healthcare aide shall not be subject to the thirty (30) day guest limitation, but shall be subject to screening and approval if intended to reside in the unit with the Owner for a period exceeding thirty (30) days in any calendar year. Any person who violates this Article 9, including all of its sub-sections, in terms of occupancy, shall be deemed an unapproved occupant.
- 9.1.4 Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the facilities only when accompanied by the Owner (or an adult resident member of the Owner's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.
- 9.1.5 Overnight Guests When Owner is in Residence. Owners and (and their respective families) may have related or unrelated overnight guests, so long as the Owner is in simultaneous residence and the guest occupancy does not exceed thirty (30) days during any calendar month. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.
- 9.1.6 Non-Overnight Guests in the Absence of the Owner. Owners are not permitted to have non-overnight guests when the Owner is absent from the Property. Owners may have their UNITS inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use facilities, such as recreational facilities.
- 9.1.7 Overnight Guests in the Absence of the Owner. Owners are permitted to have overnight guests in the absence of the Owner subject to any rules and regulations as promulgated by the Board from time to time to promote the residential, non-transient nature of this Community. Notwithstanding anything to the contrary, any such guests shall not occupy any Unit for more than fourteen (14) days in a calendar year. Ten (10) days prior notice is required to be given to the Board before an overnight guest arrives who will be residing in the Unit without the Owner present.

- 9.2. **OWNERSHIP BY ENTITY.** A UNIT may be owned and record title to and held in the name of a trust if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the UNIT may be used as short-term or transient accommodations for several individuals or families or used as a "perk" for guests of UNITS owned by business entities, religious, or charitable organizations, and the like. The approval of a trust as a UNIT OWNER shall be conditioned upon designation by the Owner of one (1) natural person to be the "Primary Occupant." The use of the UNIT by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Amended and Restated Declaration as amended from time to time, and any other applicable Governing Document. No more than one (1) such change of Primary Occupant will be approved during any twelve (12) month period. Entity Owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation of this Amended and Restated Declaration in the Public Records of Broward County, Florida. All other occupancy provisions and/or restrictions, including, but not limited to, age restrictions are applicable. No corporate ownership or other ownership not stated herein is permitted.
- 9.3. **GENERAL USE RESTRICTIONS.** No person shall use the CONDOMINIUM PROPERTY or any parts thereof, in any manner contrary to the CONDOMINIUM DOCUMENTS. UNITS may not be used for commercial or business purposes. Notwithstanding, Owners (and their approved occupants) may use UNITS for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Property, do not increase traffic or otherwise interfere with the rights of other Owners, do not involve the postage of any signage in the Property, the storage of equipment, products, or materials in the Property. In addition to the foregoing, the ASSOCIATION shall have the right in the sole discretion of the Board of Directors to promulgate and adopt Rules and Regulations from time to time, governing the use of the Common Elements, Limited Common Elements and UNITS. No person shall place anything on the catwalks nor use the catwalks for their exclusive use even temporarily.
- 9.4. **ALTERATIONS AND ADDITIONS.** No UNIT OWNER shall make or permit to be made any material alteration, addition or modification to his UNIT without the prior written consent of the ASSOCIATION. No UNIT OWNER shall cause the balcony or terrace which is abutting, or part of, his UNIT to be enclosed or cause any improvements or changes to be made therein or on the exterior of the building, including painting or other decoration, without the written approval and authorization of the ASSOCIATION. No UNIT OWNER shall cause to be made any modification or installation of electrical wiring, or in any manner change the appearance of any portion of the CONDOMINIUM PROPERTY. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the

extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonable increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. No UNIT OWNER may cause any material puncture or break in the boundaries of his UNIT without the written permission of the ASSOCIATION. No UNIT OWNER shall cause to be made any modification or installation of electrical wiring, or in any manner change the appearance of any portion of the CONDOMINIUM PROPERTY. No UNIT OWNER may cause any material puncture or break in the boundaries of his UNIT without the prior written permission of the ASSOCIATION. No UNIT OWNER shall grow or plant any type of plant, shrub, flower, etc. outside his UNIT, without the prior written approval of the ASSOCIATION. In connection with any Owner's request for addition, alteration or modification to his/her UNIT, Limited Common Element or Common Element, the Association shall have the right to require such information as it deems reasonable and necessary in its sole discretion, to allow for meaningful review of the Owner's request. The Association shall have the right to disapprove any OWNER proposed addition, alteration or modification in its sole and absolute discretion and such disapproval shall be deemed final. Any proposed addition, alteration or modification to a UNIT, Limited Common Element or Common Element must comply with all Federal, State and local government regulations and must be carried out by a licensed contractor with the required permits from the City of Deerfield Beach that must be prominently visible from outside the unit. Notwithstanding anything to the contrary herein, a Unit Owner shall be responsible for any unapproved alteration and shall restore any unapproved alteration(s) to its original state prior to the making of the unapproved alteration at the Owner's sole cost.

- 9.5. **LAWFUL USE.** No immoral, improper, hazardous, offensive or unlawful use shall be made of any or all the CONDOMINIUM PROPERTY, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portions of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the is Amended and Restated Declaration, the Articles of Incorporation or By-Laws, the ASSOCIATION shall not be liable to any person(s) for its failure to enforce the provisions of this Section
- 9.6. **PETS/ANIMALS. DOMESTIC DOG, CAT, BIRD, FISH:** No pets are allowed. One fish tank up to a maximum of 25 gallons is permitted in each Unit. Any person requiring an emotional support animal or service animal must obtain prior written approval from the Board.
- 9.7. **VENDING MACHINES.** The ASSOCIATION shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines, including, but not limited to, washing machines, dryers, dry cleaning machines and machines of an allied nature and the exclusive right to offer services for off-premises dry cleaning, laundry, pressing and tailoring and other allied services within the CONDOMINIUM PROPERTY on areas designated for such services. No UNIT OWNER shall, without the prior written approval of the ASSOCIATION, install, operate or maintain a washing machine and/or dryer within the confines of his or her UNIT.
- 9.8. **NUISANCES.** No nuisance as defined in the sole discretion of the Association from time to time, or any use or practice that is the source of unreasonable annoyance to other UNIT OWNERS or

which interferes with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by the UNIT OWNERS, Residents or Occupants is permitted. No UNIT OWNER, Resident or OCCUPANT shall permit or suffer anything to be done or kept upon the CONDOMINIUM PROPERTY or his or her UNIT which will increase the rate of insurance on the CONDOMINIUM. No loud noises or noxious odors shall be permitted to emanate from inside or around any Unit. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, loud music, excessive shouting or any items which may unreasonably interfere with television or radio reception of any Owner shall be located or used in any Unit or upon the Common Elements. No UNIT OWNER shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, on the COMMON ELEMENTS of the CONDOMINIUM. The final determination of whether any activity, behavior, conduct, etc., constitutes a nuisance shall lie solely within the discretion of the Board of Directors. UNIT OWNERS, Tenants and Residents shall be obligated and shall have a strict duty to treat each other in a considerate and amicable manner. Any shouting, use of profanity, aggressive or threatening language, action or conduct shall be deemed a nuisance and shall constitute a violation of this Declaration

- 9.9. PARKING. Parking is permitted only in designated parking areas. Pickup trucks are only permitted so long as there is no open truck bed. No campers, trailers, boats, motorhomes or other recreational vehicles, or any vehicle without a registration tag, are permitted on Association property. Any vehicle that is clearly inoperable may not be parked anywhere on Association property. The Association shall have the authority to tow any vehicle parked in violation of any parking violations contained in this Declaration or the Association's Rules and Regulations.
- 9.9.1 Storage of vehicles is not permitted. Stored vehicles are defined as vehicles not in use that remain on the property more than five (5) days. However, seasonal residents who leave their vehicles in their assigned parking spaces off-season are exempt. The owner of these vehicles must make provisions to have their car moved if the situation arises when they are away. Bicycles shall be parked in the areas, if any, provided for that purpose. Guest parking spaces are intended for the short-term use of guests and visitors of owners; owners may not park their vehicles in guest parking spaces, unless prior approval from the Board has been obtained, and such approval shall be renewed with the Board on an annual basis.
- 9.9.2 All vehicles not conforming to RULES AND REGULATIONS adopted by the board will be towed at the owner's expense
- 9.10. CHILDREN. No person under eighteen (18) years of age shall be permitted to permanently reside in any UNIT except that such persons under the age of 18 years may be permitted to visit and reside for reasonable periods not to exceed thirty (30) days in any calendar year.
- 9.11. RULES AND REGULATIONS. All UNIT OWNERS and other persons shall use the CONDOMINIUM PROPERTY, "COMMUNITY SERVICES and FACILITIES", and the DEMISED PREMISES in accordance with the RULES AND REGULATIONS promulgated by the entity in control thereof and the provisions of this DECLARATION and the BYLAWS of the ASSOCIATION
- 9.12. FLOOR COVERINGS AND SOUNDPROOFING. All UNITS situated above the first floor shall have floors covered with wall-to-wall carpeting with padding of a weight/density to be determined by the Board from time to time, except in kitchens, bathrooms and entrance foyers. Kitchens, bathrooms and entrance foyers must have appropriate floor coverings to minimize noise in accordance with the provisions below regarding hard-surface flooring. Any owner who desires to install any hard-surface floor coverings (e.g. vinyl, laminate, marble, ceramic, tile, slate, hardwood floors, etc.) in place of carpeting or within the kitchen, bathrooms and entrance foyers, shall notify the Board of Directors and obtain the Board's approval prior to making such

installation, and shall be required to install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining UNITS, and shall additionally install caulking in the areas where the hard-surface floor covering and the walls and/or baseboards adjoin in order to substantially reduce the transmission of noise to adjoining units. Where cork is used as the sound absorbent underlayment, a minimum of 1/4-inch thickness of cork shall be installed under any hard-surface flooring. Where other sound-absorbent underlayment is used (e.g. sound-absorbent grout and mortar materials like Laterite, such materials shall meet or exceed the industry standards for insulations which effectively reduce both impact sound and airborne sound from floor to floor. Accompanying the OWNER'S application to install the flooring materials shall be a written description of the intended installation, together with such supporting documentation as the Board of Directors may reasonably require to render a decision. The Board of Directors shall have thirty (30) days from the receipt of the written notice and all supporting materials in which to render a decision. If prior notice and approval is not obtained from the Board of Directors, the Directors may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such unit owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending UNIT OWNER

- 9.13. NO SMOKING. No smoking is allowed anywhere on the Condominium Property, including the Common Elements or within any Unit.
- 9.13.1 For purposes of Article 9.13, including all of its sub-sections, the term "smoking" includes the act of inhaling, exhaling, burning, carrying or possessing any lighted tobacco or marijuana product including, but not limited to, cigars, cigarettes, pipe tobacco, or any other similar product, and; the term "person" means any "Domestic Partner", "Guest", "Visitor", "Invitee", "Member", "Occupant", "UNIT OWNER'S Immediate Family", "Primary Occupant", "Tenant or Lessee", or "UNIT OWNER. Notwithstanding the foregoing, the Board may, in its sole discretion, establish outdoor areas where smoking may be permitted
- 9.13.2 Notwithstanding the foregoing, all persons who receive an "Exemption Status" may only engage in smoking inside their respective UNITS or any outdoor designated smoking area which may be established by the Board of Directors from time to time, but may not engage in smoking upon any of the Common Elements or Limited Common Elements, including, but not limited to, any balcony or terrace appurtenant to any UNIT. In addition, as a condition for the granting of any "Exemption Status", the Board of Directors may require the installation of an air filtration system approved by the Board of Directors within the designated UNIT for purposes of mitigating the intrusion of smoke into other UNITS or the Common Elements.
- 9.14. ELECTRIC VEHICLES AND CHARGING STATIONS. The Association shall have the right to authorize a UNIT OWNER to install upon the UNIT'S assigned parking space, at his or her sole expense, a charging station for electric vehicles. The installation and use of such charging station is prohibited unless the prior written approval of the Board has been obtained in the manner specified from time to time by Board rule. As a condition of approval, an OWNER must agree to pay costs and charges, including but not limited to, an estimated annual electricity usage fee (as established by the Board from time to time) associated with use of the charging station, and must further agree to pay any costs required to upgrade the electrical facilities and lines, if necessary for installation or continued use, as well as any future maintenance, repair or replacement of the charging station. The installation of a charging station for electric vehicles pursuant to this section shall not be deemed a material alteration. The Board shall have the authority to establish additional rules and regulations governing the installation and use of charging stations. All fees, charges and costs contemplated by this section shall be the

responsibility of the UNIT OWNER and if not paid when due, shall be subject to collection in the same manner as an Assessment pursuant to this Declaration. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, unless required by law, to install electric vehicle charging stations upon the Common Elements. Such installation and subsequent maintenance, repair and replacement of charging stations shall be deemed a Common Expense of the Association and shall be subject to reasonable rules, regulations, and fees permissible by law, regarding use, as may be adopted by the Board from time to time.

**10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS**

10.1. **MAINTENANCE BY ASSOCIATION.** The ASSOCIATION, at its expense, shall be responsible for and shall maintain, repair and replace all the COMMON ELEMENTS

10.2. **LIMITATION UPON LIABILITY OF ASSOCIATION AND MANAGEMENT FIRM.** Notwithstanding the duty of the ASSOCIATION and the MANAGEMENT FIRMS to maintain and repair parts of the CONDOMINIUM PROPERTY, the ASSOCIATION and UNIT OWNERS shall fully indemnify and hold the MANAGEMENT FIRMS harmless from all loss, cost, expenses including reasonable attorney's fees for injury or damage, whether caused by any latent condition of the property to be maintained and repaired by them, natural elements, other persons, or caused by any other reason whatsoever.

10.3. **MAINTENANCE BY UNIT OWNER.** The UNIT OWNER shall, subject to the other provisions of this DECLARATION, maintain, repair and replace, at his or her sole cost and expense, all portions of his or her UNIT including, but not limited to, all doors, windows, window frames, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his or her UNIT. The UNIT OWNER shall maintain and repair the air conditioning compressor, refrigerant and electrical line appurtenant to his or her UNIT, and such other portions of the air conditioning system as set forth in Article 4.2.5 above.

10.4. **LIABILITY OF UNIT OWNER.** Should a UNIT OWNER undertake unauthorized additions and/or modifications to his or her UNIT, or refuse to make repairs as required, or should a UNIT OWNER cause any damage to the COMMON ELEMENTS, LIMITED COMMON ELEMENTS, other Units, or other Condominium or Association Property, the ASSOCIATION may make such repairs or replacements as are necessary, and shall levy a special assessment for the cost thereof against the said UNIT OWNER. In the event a UNIT OWNER threatens to or violates the provisions hereof, the ASSOCIATION shall also have the right to proceed in a court of law for and to seek an injunction and/or compliance with the provisions hereof as set forth in this DECLARATION

10.5. **INSURANCE PROCEEDS.** Whenever any maintenance, repair and replacement of any items for which the owner of a UNIT is responsible is made necessary by any loss covered by insurance maintained by the ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The UNIT OWNER shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds

10.6. **RIGHT OF ENTRY BY ASSOCIATION, MANAGEMENT FIRM AND LESSOR.** Whenever it is necessary to enter any UNIT for the purpose of inspection, including inspection to ascertain a UNIT OWNER'S compliance with the provisions of this DECLARATION or the LONG TERM LEASE or for performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS or UNIT, the UNIT OWNER shall permit an authorized agent of the ASSOCIATION, MANAGEMENT FIRM, or LESSOR to enter such UNIT, or to go upon the COMMON ELEMENTS, PROVIDED, that such entry shall be made only at reasonable times and with at least 24 hours advance notice in



which such advance notice is not required if due to an emergency. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The UNIT OWNERS acknowledge that the ASSOCIATION has retained a key to all the UNITS in the CONDOMINIUM that is provided by the UNIT OWNERS. Each UNIT OWNER does hereby appoint the ASSOCIATION as his agent for the purposes herein provided and agrees that the ASSOCIATION, MANAGEMENT FIRM or LESSOR shall not be liable for any alleged property damage or theft caused or occurring on account of any entry. Should any UNIT OWNER change the lock or add a lock to the UNIT, he or she shall be required to provide notice to the ASSOCIATION, together with a copy of the key to the UNIT. The UNIT OWNER is responsible for all expenses resulting from forced entry into a UNIT when the appropriate key has not been provided to the ASSOCIATION.

**11. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY.**

11.1. **RESPONSIBILITY.** If any taxing authority levies or assesses any Tax or Special Assessment against the CONDOMINIUM PROPERTY as a whole, and not the individual UNITS, the same shall be paid as a COMMON EXPENSE by the ASSOCIATION and assessed to the UNIT OWNERS. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each parcel.

**12. MAINTENANCE OF COMMUNITY INTERESTS.** In order to maintain a community of congenial residents who are financially and socially responsible, and thus protect the value of the CONDOMINIUM PROPERTY, the sale, lease, devise, inheritance or other transfer and/or occupancy mortgaging of UNITS shall be subject to the following provisions as long as the CONDOMINIUM and the CONDOMINIUM PROPERTY exist. Accordingly, no UNIT OWNER may sell, lease, devise, inherit, transfer, permit the occupancy of, take ownership to, or mortgage a Unit except by complying with the provisions of this Article 12, which include, but are not limited to, obtaining the prior written approval of the Board of Directors. A Unit may be owned by one (1) or more natural persons who have qualified and been approved by the Association as elsewhere provided herein. However, after the date of recording of this AMENDED AND RESTATED DECLARATION in the Public Records of Broward County, Florida, (the "Effective Date"), title to a UNIT may not be acquired by or sold or otherwise transferred to a corporation, partnership, or other entity, except that title may be acquired by or sold or transferred to a Trust, provided that prior to approval by the Board of such transfer, the Board must be provided with satisfactory evidence that the sole purpose of the Trust is for estate, financial or tax planning. This provision shall not apply to the acquisition of title by an Institutional Lender pursuant to foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage against a Unit. Any record ownership of a UNIT by a corporation, partnership or other entity recorded prior to the Effective Date of this Amendment shall be "grandfathered" and permitted to continue until such Unit is sold or otherwise transferred in accordance with the provisions of this Article 12.

**12.1. TRANSFERS SUBJECT TO APPROVAL**

12.1.1 **SALE.** No UNIT OWNER may dispose of a UNIT or any interest in a UNIT, by sale or otherwise, without the prior written approval of the purchaser and all proposed occupants by the ASSOCIATION, obtained in the manner set forth herein. In a further effort to promote a community of resident owners, it is intended that the OWNER of each UNIT must occupy and use such unit as a private dwelling for him or herself together and present with the members of his or her family and for no other purpose. To inhibit transiency, encourage continuity of

residents, and discourage investment ownership, in accordance with all provisions of Section 12 of this Declaration, no natural person and no entity (separately or in conjunction with any other person or entity) shall acquire, own and/or have or maintain an interest in more than two (2) UNITS at any time, whether such ownership or ownership interest is legal, equitable or beneficial, or whether such ownership or ownership interest is held directly or indirectly through any corporation, trust, estate, partnership, other business or other entity or any Family Member. "Family Member" as that term is used herein, means the owner and the owner's spouse as recognized by any federal, state, local or foreign government, registered domestic partner, and any person residing together with the owner as a single housekeeping unit, and such persons' parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews and the spouses of such persons. Any person who currently has an interest (individually or in conjunction with any other person or entity) in more than two (2) UNITS at the time of recording of this AMENDED AND RESTATED DECLARATION shall be permitted to maintain such interest. However, upon the sale or other transfer or disposal of units that result in compliance with the provision, no interest in any additional unit beyond two (2) may be acquired, owned or maintained. The foregoing provisions shall not apply to any unit(s) owned by the Association.

- 12.1.2 LEASE. No Unit owner may lease their Unit during the first (12) months of ownership. Unit owners may rent their unit only once in a 12-month period provided all lessees and occupants are approved in writing by the board prior to the execution of the lease. Short term rentals of less than three (3) months are strictly prohibited. No lease may have a term of more than six (6) consecutive months. Renewing leases for a term to begin immediately after the termination of a lease is strictly prohibited. Once a lease terminates, whether voluntarily or involuntarily, a Unit owner may not lease their Unit for six (6) consecutive months from the termination of the lease. The Association has a maximum limit of 5 leases being in effect at the same time. Units may only be leased to natural persons and may not be leased to any entity, including but not limited to corporate entities or partnerships. No tenant or Unit owner may sublet or assign a lease without the prior written approval of the board of directors. Room rentals are strictly prohibited. The board of directors must approve or reject a proposed lease application within thirty (30) days of receipt of completed lease. If the board of directors fails to approve or reject such lease application within thirty (30) days of a receipt of such lease application, the lease application is deemed approved.
- 12.1.3 GIFT, DEVISE OR INHERITANCE. If any person shall acquire his or her title or right to occupy by gift, devise or inheritance, the continuance of his or her ownership or occupancy of the UNIT shall be subject to the approval of the ASSOCIATION obtained in the manner set forth herein.
- 12.1.4 OTHER TRANSFER. If any OWNER person shall acquire his or her title by any manner not considered in the foregoing subsections, the continuance of his or her ownership of the UNIT shall be subject to the written approval of the ASSOCIATION obtained in the manner set forth herein.
- 12.2. APPROVAL OF ASSOCIATION. The approval of the ASSOCIATION that is required for the transfer of all or any part or portion of ownership, lease and/or occupancy of UNITS shall be obtained in the following manner:
  - 12.2.1 NOTICE TO ASSOCIATION
    - 12.2.1.(a). SALE. A UNIT OWNER intending to make a "bona fide" sale of his or her UNIT shall give to the ASSOCIATION written notice of such intention, together

with such information concerning the intended purchaser and any and all intended occupants, as the ASSOCIATION may require

- 12.2.1.(b). LEASE. A UNIT OWNER intending to make a "bona fide" lease or renew a lease of his or her entire UNIT shall give to the ASSOCIATION written notice of such intention, together with the name, address, and such other information concerning the intended lessee(s), including any and all intended occupants, as the ASSOCIATION may require, and a copy of the proposed lease
- 12.2.1.(c). GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A UNIT OWNER, who has obtained his or her title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the ASSOCIATION notice thereof, together with such information concerning the UNIT OWNER and any and all intended occupants as the ASSOCIATION may require and a copy of the instrument evidencing the owner's title.
- 12.2.1.(d). FAILURE TO GIVE NOTICE. If the required written notice to the ASSOCIATION is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the ASSOCIATION, at its election and without notice, may approve or disapprove the same in accordance with the provisions of this Article 12. If the ASSOCIATION disapproves the transaction, occupancy, possession or ownership of the UNIT the transfer shall be voidable, and the ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval.
- 12.2.1.(e). BONA FIDE OFFER. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed transfer, lease or sale and accompanied by an earnest money deposit in current legal funds. Further, with regard to a lease, any "bona fide" offer or "bona fide" lease is one which will not violate the restrictions contained in Section 12 and will not violate any other provisions of this AMENDED AND RESTATED DECLARATION.

#### 12.2.2 CERTIFICATE OF APPROVAL

- 12.2.2.(a). SCREENING FEE AND DEPOSIT- Every request for approval of a proposed sale, lease, lease renewal or other transfer or occupancy of a UNIT shall be accompanied by a screening fee, per applicant, including married couples who shall be deemed one applicant for fee purposes, in the highest amount permitted by law, as same may be amended from time to time. An application for approval shall not be deemed complete, and the time frame for approval shall not begin to run unless and until such fee has been provided to the Association. In addition to such fee, in connection with the lease of a UNIT, and as a condition of approval of same, the Association may require a Security/Common Area Damage Deposit, in the highest amount permitted by law, as same may be amended from time to time to protect against damages to the common elements or Association property, and which shall serve as security for the full and faithful performance by the UNIT OWNER and prospective Tenant and all Occupants of the terms, provisions, obligations and duties set forth in Chapter 718, Florida Statutes, and the Association's Governing Documents, including but not limited to, the timely payment of assessments, late fees and other charges and the payment of attorney's fees and costs incurred by the Association in connection with any default or breach of the

Governing Documents by the Unit Owner, Tenant or any Occupant. The deposit may be held in a non-interest-bearing account by the Association. In the event that the lease price/rent is stated as zero or below fair market value of a similarly situated unit in the community, the Common Area Damage Deposit shall be the fair market value of one (1) month's rent.

- 12.2.2.(b). SALE OR LEASE. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of all such written notice and all information concerning the proposed purchaser, occupant(s) or lessee Tenants, (including response to character and financial inquiries), that the ASSOCIATION may request in its sole discretion, the ASSOCIATION must either approve or disapprove the proposed transaction. If the transaction is a sale or lease, the approval shall be stated in a certificate executed in accordance with the BY-LAWS of the ASSOCIATION, in recordable form, which shall be recorded at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in accordance with the BYLAWS of the ASSOCIATION and delivered to the lessor Owner. The liability of the UNIT OWNER under the terms of this AMENDED AND RESTATED DECLARATION shall continue notwithstanding the fact that the UNIT may have been leased.
- 12.2.2.(c). GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. If the UNIT OWNER or other person giving written notice has acquired his or her title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such written notice and all information required in the Board's sole discretion to be furnished concerning such OWNER and all intended occupants, the ASSOCIATION must either approve or disapprove the continuance of the UNIT Owner's ownership and/or occupancy of the UNIT. If approved, the approval shall be stated in a certificate executed by the ASSOCIATION in accordance with the BY-LAWS of the ASSOCIATION, in recordable form, and which shall be recorded in the Public Records of Broward County, Florida as hereinabove provided.
- 12.2.2.(d). To facilitate the informed Approval or Disapproval by the Board of a proposed sale, lease, occupancy or other transfer of a UNIT, information reasonably required by the Board shall include, but shall not necessarily be limited to, credit, criminal, civil, driver's license, residency, and sexual predator records. In addition, the Board may require an in-person interview as a condition of approval. In addition to the foregoing, the Board shall have the right, but not the obligation, to request and obtain from any applicant such additional information as may be deemed in its sole discretion and judgment to be appropriate in connection with its review of an application for purchase, lease, other transfer or occupancy. Any application for approval shall not be deemed complete until any and all information reasonably requested by the Board has been provided from sources reasonably acceptable to the Board under the circumstances, and the screening fee has been paid.
- 12.2.2.(e). In an effort to ensure that the Board is basing its approval/disapproval on the most current information available, the in-person interview(s) of the applicant(s) by the Board shall take place subsequent to, but not more than fourteen (14) days following the Association's receipt of the complete application, including any and all additional information reasonably required by

the Board, but in no event less than seven (7) days prior to the intended date of closing, transfer, or occupancy

- 12.2.2.(f). The Board of Directors may, in its sole discretion and judgment, waive or amend any documentary requirement based upon jurisdictional availability or non-availability as applicable, provided in the Board's sole judgment and discretion that such waiver or amendment will not unreasonably impair "meaningful review" and/or "informed consideration" of the application and applicant(s). It is acknowledged that in certain situations and circumstances, it may be difficult and/or cost-prohibitive for the Association to obtain information sufficient to allow the Board to meaningfully review a proposed transaction or occupancy. In such circumstances, the Board is authorized to require an applicant to provide such information from a source deemed reliable in the sole discretion of the Board, at the applicant's own expense. Such information may include but may not be limited to international background checks. Notwithstanding the foregoing, in the event that despite a good faith effort by the Association, the applicant(s) fail to respond to the Association's reasonable request for additional information and/or fail to timely provide reasonably sufficient information, documentation and/or timely responses to the Association sufficient for the Board to make a "meaningful review" and/or "informed consideration" of the application or any applicant, the application shall be deemed disapproved for good cause.

- 12.3. DISAPPROVAL BY ASSOCIATION. The Board may confer freely with counsel in reaching its decision with regard to approval or disapproval of any sale, lease, lease renewal, other transfer or occupancy of a Unit. If the Association shall disapprove a sale, transfer of ownership or the leasing or occupancy of a Unit, the sale, transfer, lease or occupancy shall not be consummated, and the Association shall have no obligation to provide a substitute transferee, lessee or occupant. The following factors may be considered in determining good cause for disapproval:
- 12.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that any of the applicants seeking approval intends to act in a manner inconsistent with the covenants and restrictions applicable to the Association.
  - 12.3.2 The person seeking approval has been convicted a felony crime involving violence to persons, demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any other felony; or the person is required to register as a Sexual Offender or Predator;
  - 12.3.3 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, bad debts, poor credit rating and/or FICO score below 700 or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association;
  - 12.3.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations or associations, or by conduct in this Association as a tenant, occupant, guest or Owner;
  - 12.3.5 The person seeking approval or the Unit Owner has/have failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee or security deposit, or payment has been dishonored; or has not agreed,

- failed to provide, or refused to release to the Association the background investigation or has prematurely occupied the Unit prior to approval being provided.
- 12.3.6 All Assessments and other charges against the Unit have not been paid in full, or the Unit has outstanding violations previously noticed to the Owner that remain uncured.
  - 12.3.7 Failure to pay a security deposit in the amount of \$1,000.00 or one month's worth of rent, whichever is less, to the Association and failure to provide a copy of the lease to the Association.
  - 12.3.8 Without limiting or altering the above, the person seeking approval has failed to meet any of the requirements set forth in this Declaration or is otherwise unqualified due to any of the provisions of this Declaration, or any other applicable law. The terms of this Article 12 shall not apply to or otherwise serve to limit the rights of the Association to lease Units it has acquired title to through lien foreclosure actions or deeds in lieu of foreclosure.
  - 12.3.9 Failure to comply with any provisions of the bylaws or rules and regulations.
  - 12.3.10 **DOWN PAYMENT/MINIMUM EQUITY REQUIREMENT:** In the event that a sale of a unit is proposed whereby the prospective purchaser intends to finance more than Seventy (70%) Percent of the purchase price of the unit, the Association shall have the right to disapprove the proposed sale. Any sale effectuated in violation of this provision may be voided by the association. The terms and conditions of this provision shall not apply to a first mortgagee seeking to transfer a unit where that first mortgagee has taken title to that unit by virtue of a foreclosure sale or a deed in lieu of foreclosure. Nor shall this provision apply in the event the association seeks to transfer a unit where the association has taken title to that unit by virtue of a foreclosure sale or a deed in lieu of foreclosure. However, this provision shall apply to non-purchase money mortgages whereby no Unit Owner may have an encumbrance against their Unit for more than 70% of the fair market value of their Unit.
  - 12.4. **MORTGAGE.** No UNIT OWNER may mortgage his or her UNIT, or any interest therein, without the prior written approval of the ASSOCIATION and LESSOR (if said unit is subject to the LONG-TERM LEASE), except to an INSTITUTIONAL MORTGAGEE. Notwithstanding anything to the contrary in this Declaration of Condominium, no owner shall permit a non-purchase money mortgage to encumber their unit without the prior written approval of the ASSOCIATION.
  - 12.5. **EXCEPTIONS: PROVISIO.** The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or purchase by an INSTITUTIONAL MORTGAGE that acquires its title as the result of a deed from the Mortgager in lieu of foreclosure or through foreclosure proceedings; nor shall these provisions apply to transfer of UNITS obtained by the ASSOCIATION through foreclosure or deed in lieu of foreclosure.
  - 12.5.1 **PROVISIO.** Should an INSTITUTIONAL MORTGAGEE acquire title to UNIT as hereinabove provided, such INSTITUTIONAL MORTGAGEE, shall immediately thereafter notify the ASSOCIATION of such fact. Any purchaser from an INSTITUTIONAL MORTGAGEE shall be subject to all of the provisions of this DECLARATION including the approval provisions hereof.
  - 12.5.2 **PROVISIO.** Should any purchaser acquire title to a UNIT at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the ASSOCIATION of such fact and shall be governed by this Article 12 and subject to the approval requirements Theron, and all other provisions of this DECLARATION.
  - 12.6. **CONDOMINIUM DOCUMENTS.** It shall be the responsibility of the transferor of a CONDOMINIUM UNIT to transfer to transferee all the CONDOMINIUM DOCUMENTS originally provided to said transferor. Notwithstanding this Paragraph 12.9, the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.
  - 12.7. **UNAUTHORIZED TRANSACTIONS.** Any sale, mortgage or lease not authorized pursuant to the provisions of this DECLARATION shall be void unless subsequently approved by the ASSOCIATION

and, if applicable, the LESSOR, and shall be deemed a violation of this DECLARATION and subject to the provisions of Article 20 hereof

- 12.8. PROVISIO. No certificate of approval shall be issued by the ASSOCIATION, as provided in this Paragraph 12 and/or the BY-LAWS, and any approval provided for herein shall be strictly conditioned upon all sums due by the UNIT OWNER pursuant to this DECLARATION, the LONG-TERM LEASE (if applicable), MANAGEMENT AGREEMENT and the MASTER MANAGEMENT AGREEMENT being paid and brought current.
- 12.9. IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The ASSOCIATION, its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Paragraph 12, or for the method or manner of conducting the investigation. Unless otherwise required by law, the ASSOCIATION, its agents or employees shall not be required to specify any reason for disapproval.
13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the CONDOMINIUM shall be governed by the following provisions:
  - 13.1. PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION, the UNIT OWNERS and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of insurance and endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against UNIT OWNERS and the ASSOCIATION, their respective servants, agents and guest. Each UNIT OWNER and the ASSOCIATION hereby agree to waive any claim against each other and against other UNIT OWNERS for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
  - 13.2. COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder excluding only the insurance as may be purchased by individual UNIT OWNERS, is declared to be a COMMON EXPENSE as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.
  - 13.3. UNIT OWNERS' RESPONSIBILITY. Each UNIT OWNER must obtain HOMEOWNERS CONDOMINIUM insurance, at his or her own expense, affording coverage upon his or her own property and for his or her own liability and living expenses as he or she deems advisable. All such insurance shall include a LOSS ASSESSMENT endorsement. The insurance policy must contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution. All policies must carry Supplemental Loss Insurance with minimum coverage in the amount of \$3,000.00.
  - 13.4. COVERAGE. The following coverage shall be obtained by the ASSOCIATION:
    - 13.4.1 The building and all other insurable improvements upon the land, including all of the UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, and all personal property owned by the ASSOCIATION shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available. The policy

shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property located outside the UNITS, (ii) the Condominium Property located inside of the UNITS as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time that the UNIT was initially conveyed, and (iii) the Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the UNITS and required by the Act to be insured under the Association's policies) and all improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner and/or heating equipment, water heaters,, water filters, built-in cabinets and counter tops, and window treatments, including curtains drapes, blinds hardware and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one UNIT and all air conditioning compressors that service only an individual UNIT, if any, whether or not located within the Unit boundaries. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

- 13.4.2 Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the ASSOCIATION in limits of not less than \$300,000 for bodily injury or death to any persons not less than \$500,000 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000 for property damage. Said coverage shall include, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the UNIT OWNERS as a group to an individual UNIT OWNER, and one UNIT OWNER to another.
- 13.4.3 Workmen's compensation policies shall be obtained to meet the requirements of law.
- 13.4.4 Such other insurance as the Board of the ASSOCIATION may determine to be necessary from time to time.
- 13.5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies shall be distributed by the ASSOCIATION to, or for the benefit of, the UNIT OWNERS in the following manner:
  - 13.5.1 If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof.
  - 13.5.2 If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the UNIT OWNERS and their mortgagees as their interest may appear.
- 13.6. ASSOCIATION AS AGENT. The ASSOCIATION is irrevocably appointed agent for each UNIT OWNER, for each owner of a mortgage upon a UNIT and for each owner of any other interest in



the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

- 13.7. DETERMINATION TO RECONSTRUCT. If any part of the CONDOMINIUM PROPERTY shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:
- 13.7.1 COMMON ELEMENT. If the damage is to a COMMON ELEMENT the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.
- 13.7.2 CONDOMINIUM PROPERTY.
- 13.7.2.(a). LESSER DAMAGE. If the damage is to the CONDOMINIUM PROPERTY and if UNITS to which more than 30% of the COMMON ELEMENTS are appurtenant are found by the Board of Directors of the ASSOCIATION to be tenantable the damaged property shall be reconstructed, unless within 60 days after the casualty the UNIT OWNERS owning 80% or more of its COMMON ELEMENTS agree in writing not to reconstruct, in which event, the CONDOMINIUM shall be terminated. Notwithstanding the foregoing, if such damage may be reconstructed for \$200,000 or less, the damage will be reconstructed.
- 13.7.2.(b). MAJOR DAMAGE. If the damaged improvement is the CONDOMINIUM PROPERTY, and if UNITS to which more than 70% of the COMMON ELEMENTS are appurtenant are found by the Board of Directors to be untenable then the damaged property will not be reconstructed and the CONDOMINIUM will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the COMMON ELEMENTS agree in writing to such reconstruction, provided, however, that the \$200,000 limit, as aforesaid, shall apply, notwithstanding the fact that the required number of UNITS are tenantable.
- 13.8. RESPONSIBILITY. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, then the UNIT OWNER shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the ASSOCIATION.
- 13.9. NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last reconstructed, subject to modification to conform to the then current governmental restrictions and codes.
- 13.10. ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the ASSOCIATION has the responsibility of maintenance and repair, the ASSOCIATION shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may be including professional fees and premiums for such bonds as the BOARD may desire, or those required by and INSTITUTIONAL MORTGAGEE involved.
- 13.11. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the ASSOCIATION, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all UNIT OWNERS in sufficient amounts to provide funds for the payment of such costs. Such assessments against UNIT OWNERS for damage to UNITS shall be in proportion to the cost of reconstruction of their respective UNITS. Such assessments on

account of damage to COMMON ELEMENTS shall be in proportion to the OWNER'S shares in the COMMON ELEMENTS.

13.12. USE OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

13.12.1 That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the UNIT OWNER shall be used to pay: such contractors, suppliers, and personnel for work done, materials supplied, or services required for such reconstruction. Payments shall be in such amounts and at such times as the UNIT OWNERS may direct, or if there is a mortgagee endorsement, to such payee as the UNIT OWNER and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the UNIT OWNER to make such reconstruction.

13.12.2 If the amount of the estimated cost of reconstruction is less than \$25,000.00 and is the responsibility of the ASSOCIATION: The construction fund shall be utilized by the ASSOCIATION in payment of such costs.

13.12.3 If the amount of the estimated cost of reconstruction is more than \$25,000.00 and is the responsibility of the ASSOCIATION, then the reconstruction funds shall be applied to the payment of such costs and shall be paid by the ASSOCIATION, from time to time, as the work progresses.

13.13. EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS In the event a mortgagee endorsement has been issued to any UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee as heretofore provided: provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgage shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the UNIT OWNER and mortgagee where the responsibility for reconstruction is that of the UNIT OWNER. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this DECLARATION to pay for the restoration of such damage. The provisions hereof shall not affect the right of the mortgagee, if any, to require any surplus proceeds to be distributed to it over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgage may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the UNIT OWNER from his duty to reconstruct damage to his UNIT as heretofore provided.

13.14. AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the ASSOCIATION is specifically required, all decisions, duties and obligations of the ASSOCIATION hereunder may be made by the BOARD. The ASSOCIATION and its members shall jointly and severally be bound thereby.

#### **14. ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT.**

14.1. GENERAL AUTHORITY. The ASSOCIATION, through its Board, shall have the power to make, levy and collect regular and special assessments for COMMON EXPENSES and such other assessments, including special assessments as are provided for by the CONDOMINIUM ACT, MANAGEMENT AGREEMENT, and this DECLARATION and all other expenses declared by the Directors of the ASSOCIATION to be COMMON EXPENSES from time to time. The expenses provided by the LONG-TERM LEASE and MASTER MANAGEMENT AGREEMENT are not Common

- Expenses, however the ASSOCIATION shall whenever possible, assist the LESSOR and MASTER MANAGEMENT FIRM in the collection of sums due to each of them by the UNIT OWNERS.
- 14.2. UNIT OWNER'S GENERAL LIABILITY. All assessments levied against UNIT OWNERS and UNITS shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the COMMON ELEMENTS unless specifically otherwise provided for herein, without increase for the existence, or lack of existence, of any exclusive right to use a part of the LIMITED COMMON ELEMENTS. Should the ASSOCIATION be the owner of any UNIT the assessment, which would otherwise be due and payable to the ASSOCIATION or others by the owner of such UNIT, shall be a COMMON EXPENSE as the same relates to the collection of such sums from the UNIT OWNERS to pay the ASSOCIATION'S obligations.
  - 14.3. PAYMENT. The assessments of the ASSOCIATION levied against the UNIT OWNER and his or her UNIT shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the ASSOCIATION from time to time.
  - 14.4. SPECIAL ASSESSMENTS. If general assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as special assessments as it shall deem necessary.
  - 14.4.1 RESERVE FUND. The Board of Directors of ASSOCIATION in assessing COMMON EXPENSES may include therein a sum to be collected and maintained as a reserve fund for replacement of COMMON ELEMENTS for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS, as well as the replacement of personal property which may be a portion of the COMMON ELEMENTS. Such reserves shall be for items of deferred maintenance in excess of \$10,000.00. The Board shall have the right, but not the obligation to waive reserves in full or in part provided that such waiver is approved by at least a majority of the voting interests of the Association appearing in person or by proxy at a duly noticed meeting of the membership.
  - 14.4.2 OPERATING RESERVE FUND. The Board of Directors of ASSOCIATION in assessing for COMMON EXPENSES may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by UNIT OWNERS or as a result of emergencies
  - 14.5. SEPARATE PROPERTY. All monies collected by the ASSOCIATION shall, unless the same is collected for the benefit of others, be the separate property of the ASSOCIATION. Such monies may be applied by the ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM PROPERTY, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this DECLARATION. All monies received from assessments may be co-mingled with other monies held by the ASSOCIATION. All assessments received by the ASSOCIATION shall be held for the benefit of the UNIT OWNERS. No UNIT OWNER shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his UNIT. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a UNIT OWNER. When the owner of a UNIT shall cease to be a member of the ASSOCIATION by the divestment of his ownership of such UNIT by whatever means the ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of the ASSOCIATION.
  - 14.6. DEFAULT. Assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the BOARD. The payment of any assessment or installment thereof due to the ASSOCIATION shall be in default if such payment is not paid to the ASSOCIATION when due. If in default for in excess of ten (10) days, the

delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge in the highest amount permitted by law shall be then due and payable. In the event that any UNIT OWNER is in default on payment of any assessments or installments thereof, owed to the ASSOCIATION, said UNIT OWNER shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

- 14.7. NO WAIVER. No UNIT OWNER may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the COMMON ELEMENTS or by abandonment of the UNIT for which the assessments are made or in any other manner.
- 14.8. LIEN. The ASSOCIATION is hereby granted a lien upon each CONDOMINIUM PARCEL, together with a lien on all tangible personal property located within said UNIT (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each UNIT OWNER for which he or she is liable to the ASSOCIATION, including all assessments, interest and expenses provided for in this DECLARATION and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to ASSOCIATION may be foreclosed as provided in the CONDOMINIUM ACT (F.S. 718, et seq.). The lien granted to the ASSOCIATION shall further secure such advances for taxes and payments on accounts of INSTITUTIONAL MORTGAGES, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the CONDOMINIUM ACT, unless by the provisions of this DECLARATION, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the ASSOCIATION having the highest priority and dignity shall be the lien of the ASSOCIATION.
- 14.9. PROVISIO. In the event that any person or INSTITUTIONAL MORTGAGEE shall acquire title to any parcel by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, the liability of such acquirer of title, and his successors and assigns for the share of common expenses or assessments by the ASSOCIATION or others pertaining to the CONDOMINIUM PARCEL shall be governed by the provision of F.S. 718.116, as same may be amended from time to time. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. A UNIT OWNERS, regardless of how he or she obtained title to his or her UNIT, is jointly and severally liable with the prior UNIT OWNER for all amounts due to the ASSOCIATION up to the time of the transfer of title to the UNIT, and is COMMON EXPENSE or otherwise, coming due while he or she is the UNIT OWNER. This Paragraph shall be subject to Sec. 12.4.
- 14.10. CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit owner, mortgagee or lienor may require the appropriate estoppel certificate as set forth in F.S. 718.116(7), as same may be amended from time to time.
- 14.11. NO OCCUPANCY UNTIL ASSESSMENTS PAID. Any person who acquires an interest in a UNIT, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such parcel until such time as all unpaid assessments, including rent due under the LONG-TERM LEASE, (if any), payments due under the MANAGEMENT AGREEMENTS and all court costs and attorneys' fees, if any, incurred by the ASSOCIATION or LESSOR and due and owing by the former UNIT OWNER, have been paid in full.
- 14.12. NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to affect such collection shall not be deemed an election precluding the

institution of suit at law for collection of the same. All UNIT OWNERS do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

**15. TERMINATION.** The CONDOMINIUM may be terminated in the following manner:

- 15.1. **DESTRUCTION.** If it is determined in the manner provided in Paragraph 13 that the CONDOMINIUM PROPERTY shall not be reconstructed, the CONDOMINIUM will be terminated, in which event the consent of the LESSOR shall not be required.
- 15.2. **AGREEMENT.** As provided in Section 718.117 of the CONDOMINIUM ACT, the CONDOMINIUM may be terminated at any time by the approval in writing of all UNIT OWNERS and all record owners of mortgages on UNITS. The consent of the LESSOR shall also be required if any UNITS in the CONDOMINIUM are bound by the LONG-TERM LEASE. If the proposed termination is submitted to a meeting of the ASSOCIATION, and if the vote of the owners of not less than 80% of the COMMON ELEMENTS, their INSTITUTIONAL MORTGAGEES and the LESSOR, if applicable, is obtained, in writing, not later than sixty (60) days from the date of such meeting, and not more than five (5%) percent of the voting interests express their disapproval, then the approving UNIT OWNERS (through the ASSOCIATION), shall have an option to buy all of the UNITS of the disapproving UNIT OWNERS for the period of one hundred twenty (120) days from the date of such meeting. The vote of those UNIT OWNERS approving the termination shall be irrevocable until the expiration of the option. The option shall be upon the following terms:
  - 15.2.1 **EXERCISE OF OPTION.** The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the ASSOCIATION, to each of the OWNERS of the UNITS. The agreement shall be subject to the purchase of all UNITS owned by OWNERS not approving the termination.
  - 15.2.2 **EXERCISE OF OPTION.** The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the ASSOCIATION, to each of the OWNERS of the UNITS. The agreement shall be subject to the purchase of all UNITS owned by OWNERS not approving the termination
  - 15.2.3 **PAYMENT.** The purchase price shall be paid in cash.
  - 15.2.4 **FORM.** The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Broward County, Florida
  - 15.2.5 **CLOSING.** The sale of all UNITS shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last UNIT to be purchased.
- 15.3. **CERTIFICATE.** The 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 the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.
- 15.4. **SHARES OF OWNERS AFTER TERMINATION.** After termination of the CONDOMINIUM the UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the COMMON ELEMENTS appurtenant to the UNITS prior to termination so that the sum total of the ownership shall equal one hundred (100%) percent. Any such termination shall in no way affect the rights and obligations of the UNIT OWNERS or the LESSOR under the LONG-TERM LEASE (if

any) nor shall the same affect the rights and obligations of the UNIT OWNERS or the MASTER MANAGEMENT FIRM under the MASTER MANAGEMENT AGREEMENT.

- 15.5. EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of LIMITED COMMON ELEMENTS shall be extinguished by virtue of the termination of the CONDOMINIUM.
- 15.6. AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all UNIT OWNERS, all record owners of mortgages upon the UNITS, if any UNITS are subject to the Long-Term Lease, the LESSOR
- 15.7. EQUITABLE RIGHTS. UNIT OWNERS shall have such rights as provided in F.S. 718.118, as amended from time to time.

**16. AMENDMENTS.** Except as herein or elsewhere provided, this DECLARATION may be amended in the following manner:

16.1. 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

16.2. PROPOSAL OF AMENDMENT. An amendment may be proposed by either the majority vote of the Board of Directors of the ASSOCIATION or by at least a majority of the total voting interests of the ASSOCIATION. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by Not less than a majority of the entire membership of the Board of Directors and by not less than thirty (30) of the voting interests of the Association appearing in person or by proxy at a duly noticed meeting of the membership of the ASSOCIATION.

16.3. PROVISIO. Except as otherwise provided in this document:

16.3.1 No amendment shall alter a UNIT OWNER'S percentage in the COMMON ELEMENTS, alter his proportionate share in the COMMON EXPENSE or COMMON SURPLUS, change a UNIT OWNER'S voting rights, or alter the basis for apportionment of assessment which may be levied by the ASSOCIATION against a UNIT OWNER without the written consent of all UNIT OWNERS and their mortgagees.

16.3.2 No amendment shall be passed which shall impair or prejudice the rights and priorities of any INSTITUTIONAL MORTGAGE without the written consent of the INSTITUTIONAL MORTGAGEE affected.

16.3.3 If any UNITS in the Association are subject to the Long-Term Lease, no amendment which shall impair or prejudice the rights and priorities of the LESSOR to this DECLARATION shall be made without the prior written approval of the LESSOR.

16.3.4 The provisions of this Paragraph 16 shall not be applicable to any amendment of the LONG-TERM LEASE, which may be amended only in accordance with the terms thereof

16.4. AMENDMENTS TO CORRECT ERRORS AND OMISSIONS. The association through its Board shall have, pursuant to F.S. 718.304 F.S. the right to effectuate an amendment for the purpose of correcting defects, errors and omissions subject to the provisions of paragraph 16.3 b and c above.

16.5. EXECUTION AND RECORDING. Except as otherwise provided in this DECLARATION, a copy of each amendment shall be attached to a certificate, executed by the officers of the ASSOCIATION, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

**17. LONG-TERM LEASE**

17.1. LEASE AGREEMENT. The ASSOCIATION, as lessee for the purposes expressed in this Declaration and said LONG-TERM LEASE, has entered into a LONG-TERM LEASE AGREEMENT, of a non-exclusive, undivided, leasehold interest in and to the DEMISED PREMISES described

therein a copy of said LEASE being attached hereto as EXHIBIT 2 and made a part hereof just as though said LEASE was fully set forth herein. The ASSOCIATION has acquired the foregoing leasehold interest pursuant to Florida Statute 718.114, for the benefit of those UNIT OWNERS electing at the time of the purchase of a Unit to be bound and governed by the Long-Term Lease which election once made, shall run with said unit during the full term of Long-Term Lease. All monies due and to become due under the provisions of said LEASE are and shall be the direct financial obligation of the Unit Owner-Individual Lessee to the Lessor. In no event shall said Unit Owner-Individual Lessee be responsible for any monies (except as provided elsewhere in this Declaration) on account of said Long-Term Lease in the Association and the Association does not have any financial obligation under the Long-Term Lease to the Lessor. The sums due thereunder are not common or Limited Common Expenses but a direct obligation from the Unit Owner-Individual Lessees to the Lessor.

- 17.2. LIEN OF LESSOR. Each UNIT OWNER, his heirs, successors and assigns, who has elected to be subject to the Long-Term Lease, shall make payment of his share of the monies, due pursuant to, and in the amount specified in said LONG-TERM LEASE directly to the LESSOR. To secure the faithful performance of the unit owner's obligation to pay his obligation under the LONG-TERM LEASE and to secure the UNIT OWNER'S obligations thereunder as INDIVIDUAL LESSEE, each UNIT OWNER hereby grants onto the LESSOR and, where applicable, the LESSOR as owner of said units at the time of filing this Declaration reserves and confirms unto itself, a lien on each CONDOMINIUM UNIT in the CONDOMINIUM bound by said lease and all tangible personal property located in each of said CONDOMINIUM UNITS in this CONDOMINIUM to the extent and as provided in said LONG-TERM LEASE and this Declaration. The LESSEE ASSOCIATION hereby covenants and warrants unto the LESSOR that prior to admitting each INITIAL PURCHASER, who has elected to be bound by the LONG-TERM LEASE, i.e., each first purchaser from the SPONSOR, into the ASSOCIATION, it will cause said individual, joined by his or her spouse, to execute a joinder of Home Owners Association Agreement and a copy of the LONG-TERM LEASE and memorandum thereof whereby said INITIAL PURCHASER improves and reconfirms the lien upon his CONDOMINIUM PARCEL and all tangible personal property located in his CONDOMINIUM UNIT in favor of the LESSOR to the extent and as provided in this DECLARATION and said LONG-TERM LEASE. Said LEASE, or a memorandum thereof, executed solely by said INITIAL PURCHASER, joined by his or her spouse, and duly witnessed, notarized and acknowledged, shall be attached to the deed of conveyance from the SPONSOR to said UNIT OWNER and both instruments shall be recorded in the Public Records of Broward County, Florida. The execution of said Lease and memorandum thereof by the INITIAL PURCHASER and spouse shall confirm the aforesaid lien in favor of the LESSOR, and shall be deemed tantamount to the execution of the LEASE attached hereto as EXHIBIT 2 so that said EXHIBIT 2 will be deemed to have been executed by the LESSOR, LESSEE ASSOCIATION and each UNIT OWNER subject to the same as INDIVIDUAL LESSEE. In the event said INITIAL PURCHASER and spouse fail to execute a copy of said LEASE in the manner required above, or the memorandum thereof is not recorded in the Public Records of Broward County, Florida, or is recorded in a defective manner, this shall not affect the LESSOR'S lien on said CONDOMINIUM UNIT and tangible personal property, if said Purchaser has elected to be bound by the LONG-TERM LEASE. The lien upon a CONDOMINIUM UNIT created by virtue of this DECLARATION and the LONG-TERM LEASE shall continue for the term of said LEASE and while subsequent UNIT OWNERS, i.e. after the INITIAL PURCHASER from the SPONSOR, are not required to execute a copy of said LONG-TERM LEASE, said subsequent UNIT OWNER shall own his CONDOMINIUM PARCEL, he shall in the instrument of conveyance, assume and agree to pay the rent and other sums coming due under said LEASE and to be bound by the terms and provisions of said LEASE. A CONDOMINIUM UNIT OWNER who was bound by said Lease shall be automatically released from any and all personal liability under the LONG-TERM LEASE upon his

conveying title to his CONDOMINIUM UNIT to another responsible party provided he has paid all sums due by him to the LESSOR in accordance with the LONG-TERM LEASE, and provided that the assumption of the obligations of the LONG-TERM LEASE is properly affected. The election to be bound by the LONG-TERM LEASE shall be made by the INITIAL PURCHASER only and such election shall run with the UNIT and be binding on the heirs, successors and assigns of the INITIAL PURCHASER

- 17.3. USE. The UNIT OWNER who has elected to be subject to the LONG-TERM LEASE, his heirs, successors and assigns, shall be entitled to the use and enjoyment of the DEMISED PREMISES under the LONG-TERM LEASE subject to the conditions therein and the RULES AND REGULATIONS promulgated by the LESSOR. The parties acknowledge that the use of the DEMISED PREMISES under the LONG-TERM-LEASE subject to the conditions therein and the RULES AND REGULATIONS promulgated by the LESSOR. The parties acknowledge that the use of the DEMISED PREMISES under said LEASE is non-exclusive and the LESSOR has the right to enter into leases with others. No Unit Owner who is not bound by the LONG-TERM LEASE shall be entitled to use the Demised Premises
- 17.4. CONFLICT. Whenever any of the provisions of the LONG-TERM LEASE and this DECLARATION and the other EXHIBITS attached hereto shall be in conflict, the provisions of the LONG-TERM LEASE shall be controlling.
- 17.5. BINDING EFFECT. Each UNIT OWNER, his heirs, successors and assigns, who has elected to be bound by the LONG-TERM LEASE shall be bound by said LONG-TERM LEASE, to the same extent and effect as if he had executed the LEASE for the purpose therein expressed, including, but not limited to:
  - 17.5.1 Subjecting all of his right, title and interest in his UNIT and tangible personal property located therein to the lien rights of the LESSOR.
  - 17.5.2 Adopting, ratifying, confirming and consenting to the execution of said LONG-TERM LEASE by the ASSOCIATION.
  - 17.5.3 Covenanting and promising to perform each and every of the covenants, promises and undertaking to be performed by UNIT OWNER as an INDIVIDUAL LESSEE thereunder.
  - 17.5.4 Ratifying, confirming and approving each and every provision of said LONG-TERM LEASE, and acknowledging that all of the terms and provisions thereof are fair and reasonable including the rent and other sums due thereunder.
  - 17.5.5 Agreeing that the persons acting as Directors and Officers of the ASSOCIATION, whether they are also connected with the LESSOR or otherwise, by entering into said LONG-TERM LEASE have no breached any of their duties or obligations to the ASSOCIATION or to the UNIT OWNERS.
  - 17.5.6 It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the ASSOCIATION are, or may be, stockholders, Officers and Directors of said LESSOR, or beneficiaries of the LESSOR entity, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the ASSOCIATION or to the UNIT OWNERS, or as possible grounds to invalidate such LONG-TERM LEASE, in whole or in part.
  - 17.5.7 The acts of the Board of Directors and Officers of the ASSOCIATION in acquiring the non-exclusive leasehold interest to the DEMISED PREMISES under said LONG-TERM LEASE, be and the same are hereby ratified, approved, confirmed and adopted.
- 17.6. PROVISIO. Neither the DEMISED PREMISES nor the LESSEE ASSOCIATION'S and INDIVIDUAL LESSEE'S rights thereunder shall be deemed submitted to condominium ownership or a part of the CONDOMINIUM PROPERTY of this CONDOMINIUM other than the content requires.
- 17.7. LESSOR'S RIGHT TO ALTER. The LESSOR shall have the unequivocal right, without the joinder of any other party, at any time, to change and add to the facilities which are a part of the



DEMISED PREMISES and this right shall include the right to add additional areas and facilities as a part of the DEMISED PREMISES. The LESSOR shall be the sole judge of the foregoing, including the plans, designs, size and contents of any areas and facilities or changes. The provisions of this paragraph do not require LESSOR to construct improvements to be added to or add to the DEMISED PREMISES. The right of LESSOR to add to the DEMISED PREMISES is conditioned upon no increase in basic monthly rent hereunder, because of said improvements, except such increases which shall be hereinafter specifically provided.

Notwithstanding the foregoing, the LESSOR shall have the right to specify that certain LESSEES shall not have the right to use said additional area and, in such event, said LESSEES entitled to the use of the same shall bear the increased rent attributable thereto, if any. In the absence of specific designation, all LESSEES shall have the right to use the additional facilities.

Notwithstanding anything in this DECLARATION or this LEASE, to the contrary, an amendment to the LONG-TERM LEASE, in accordance with this paragraph, shall only require the signature of the LESSOR and need not be approved by the ASSOCIATION, UNIT OWNERS, LESSEES, LIENORS, MORTGAGEES or any other persons whomsoever. Said amendment shall, upon recoding in the Public Records, be deemed to relate back as though said EXHIBIT 2 had initially reflected such amendment.

- 17.8. NO LESSEES. In the event that no members of the ASSOCIATION elect to be bound by the LONG-TERM LEASE then the execution of the same by the ASSOCIATION as an exhibit to this DECLARATION shall be void ad initio and this and all of the Exhibits attached hereto shall be deemed modified accordingly, provided, however that no member of the Association may use said Facilities nor shall the Association interfere with the leasing of the Demised Premises to others.
- 17.9. EXPIRATION/TERMINATION OF THE LONG-TERM LEASE. Upon the expiration of the terms of the LONG-TERM LEASE, and/or at such time when the provisions of the LONG-TERM LEASE shall cease to bind any UNIT in the Association, all provisions of this DECLARATION pertaining to such LONG-TERM LEASE shall automatically cease and be of no further force or effect. At any time thereafter, the Board shall have the authority in its sole discretion to amend this DECLARATION to remove all references and provisions relating to the LONG-TERM LEASE, by a majority vote of the Board of Directors, and without any requirement for membership approval.

#### **18. MANAGEMENT AGREEMENT**

- 18.1. MANAGEMENT CONTRACT. The Board may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the CONDOMINIUM PROPERTY. The Board is authorized to delegate to any such MANAGEMENT FIRM all the powers and duties of the ASSOCIATION which are contained in any such agreement between the parties.
- 18.2. EXISTING AGREEMENT. Pursuant to the authority granted herein, the ASSOCIATION, through its Board, has entered into a MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 4 and made a part hereof as if fully set forth herein, in which it has delegated all things therein expressed.
- 18.3. BINDING EFFECT. The Association and each UNIT OWNER, his heirs, successors and assigns, shall be bound by said MANAGEMENT AGREEMENT to the same extent and effect as if he (it)

had executed said MANAGEMENT AGREEMENT for the purposes therein expressed, including, but not limited to:

- 18.3.1 Adopting, ratifying, confirming and consenting to the execution of said MANAGEMENT AGREEMENT by the ASSOCIATION.
- 18.3.2 Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by UNIT OWNERS and as the Association as provided therefor in said MANAGEMENT AGREEMENT.
- 18.3.3 Ratifying, confirming and approving each and every provision of said MANAGEMENT AGREEMENT, and acknowledging that all of the terms and provisions thereof, including the MANAGEMENT FIRM'S fees, are fair and reasonable.
- 18.3.4 Agreeing that the persons acting as directors and officers of the ASSOCIATION entering into such MANAGEMENT AGREEMENT have not breached any of their duties or obligations to the ASSOCIATION. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the ASSOCIATION may be Stockholders, Officers and Directors of the SPONSOR and MANAGEMENT FIRM, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the ASSOCIATION, nor as possible grounds to invalidate the MANAGEMENT AGREEMENT in whole or in part.
- 18.3.5 The ratification of the MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 4, shall be, if requested by SPONSOR or MANAGEMENT FIRM, accomplished in writing on a form for that purpose at the closing of the purchase of the UNIT from SPONSOR, and thereafter shall be accomplished at subsequent conveyances of the UNIT on the instrument of conveyance referring therein to a copy of said agreement which will have been recorded in the Public Records.

**19. MASTER MANAGEMENT AGREEMENT.**

- 19.1. EXECUTION BY UNIT OWNERS. At the closing of the purchase of each UNIT from SPONSOR, each UNIT OWNER shall execute the MASTER MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 3, for the purpose of providing the management, maintenance, repair and operation of the "COMMUNITY SERVICES and FACILITIES" therein described. All subsequent purchasers shall, on the instrument of conveyance, as a condition precedent to the vesting of title, assume and agree to pay the obligations thereunder. All monies due and to become due to the MASTER MANAGEMENT FIRM under the provisions of the MASTER MANAGEMENT AGREEMENT shall be collected by the ASSOCIATION for the benefit of, and remitted to, the MASTER MANAGEMENT FIRM, or its designee. It is understood, however, that the sums due the MASTER MANAGEMENT FIRM are the direct obligation of the UNIT OWNER to the MASTER MANAGEMENT FIRM and are not Common Expenses of the condominium.
- 19.2. LIEN OF MASTER MANAGEMENT FIRM. To secure his obligations under the MASTER MANAGEMENT AGREEMENT, each UNIT OWNER shall by the execution thereof, impress a lien and pledge his full interest in the UNIT and the tangible personal property therein in favor of the MASTER MANAGEMENT FIRM. Said lien shall have the same force and effect as the LESSOR'S lien heretofore provided regardless of whether said LESSOR'S lien is applicable in this condominium and shall be governed by the provisions of the MASTER MANAGEMENT AGREEMENT.
- 19.3. CO-OPERATION OF ASSOCIATION. The ASSOCIATION shall do all things necessary, including, but not limited to, the granting of easements and rights-of-way, as requested by the MASTER

MANAGEMENT FIRM for the purposes set forth in EXHIBIT 3 and the providing of "COMMUNITY SERVICES and FACILITIES".

- 19.4. ACKNOWLEDGMENT. The UNIT OWNERS, by virtue of an acceptance of an instrument of conveyance of a UNIT, agree that the MASTER MANAGEMENT AGREEMENT and the terms thereof including the fees called for therein are fair and reasonable.
- 19.5. NECESSITY. The UNIT OWNERS, severally and jointly, do by the execution of said agreement, acknowledge the absolute necessity of the MASTER MANAGEMENT AGREEMENT for the provision of the "quasi-municipal" services enumerated therein for the benefit of the Century Village community as a whole

## 20. REMEDIES

- 20.1. RELIEF. Each UNIT OWNER and the ASSOCIATION shall be governed by and shall comply with the provisions of this DECLARATION as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien of any combination thereof, or any other action available pursuant to the CONDOMINIUM ACT or law. Suit may be sought by ASSOCIATION, MANAGEMENT FIRMS, SPONSORS, LESSOR, or, if appropriate, by one or more UNIT OWNERS and the prevailing party shall be entitled to recover reasonable attorney's fees. Each UNIT OWNER acknowledges that the failure to comply with any of the provisions of this DECLARATION shall or may constitute an injury to the ASSOCIATION, LESSOR, THE MANAGEMENT FIRMS, SPONSOR or the other UNIT OWNERS, and that such injury may be irreparable.
- 20.2. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the UNIT OWNER or ASSOCIATION, including the enforcement of any lien granted pursuant to this INSTRUMENT or its exhibits, the ASSOCIATION, (if it is not Defendant), MANAGEMENT FIRMS, LESSOR, or the SPONSOR, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Sponsor, Lessor, Management Firms or any affiliated Company of the same or any individual connected with the same (including but not limited to the parent company of the Sponsor, or the initial directors of the Association) for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or Federal law or regulation, and if the Lessor, Management Firms, and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs. Moreover, the ASSOCIATION may also recover reasonable attorney's fees and costs incurred in seeking compliance with the Condominium Documents in cases where no action is filed including, but not limited to, arbitration and pre-litigation attorney's fees and costs incurred in pursuing and/or obtaining compliance with the Condominium Documents. Said fees and costs shall constitute a lien against the Unit and shall be subject to collection as provided in this Declaration for the collection of delinquent assessments, including by lien and foreclosure. All rights, remedies and privileges under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.
- 20.3. NO WAIVER. The failure of ASSOCIATION, THE MANAGEMENT FIRMS, UNIT OWNER, or the

LESSOR, to enforce any right, provision, covenant, or condition created or granted by THIS DECLARATION shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

- 20.4. **RIGHTS CUMULATIVE.** All rights, remedies and privileges granted to ASSOCIATION the MANAGEMENT FIRMS LESSOR or UNIT OWNER pursuant to any of the provisions of this DECLARATION shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity. Each UNIT OWNER agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."
- 20.5. **VENUE: WAIVER OF TRIAL BY JURY.** Every UNIT OWNER or OCCUPANT and all persons claiming any interest in a UNIT does agree that in any suit or proceeding brought pursuant to the provisions of this DECLARATION, such suit shall be brought in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, or the United States District Court, Southern District of Florida, as the same is not constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the LESSOR, or MANAGEMENT FIRMS, do further waive the right to trial by jury and consent to a trial by the court without a jury.
- 20.6. **PROVISO.** In the event of any default or violation of the terms and provisions of the LONG-TERM LEASE, the rights of all affected parties shall be as provided in the LONG-TERM LEASE and this AMENDED AND RESTATED DECLARATION.
21. **NOTICES.** Whenever notices are required to be send hereunder, the same may be delivered to UNIT OWNERS, either personally or by electronic notice, or by mail, at last known address of the OWNER as reflected in the books and records of the ASSOCIATION. Notices to the ASSOCIATION shall be delivered or mailed to the President and/or the Secretary of the ASSOCIATION, or in case of their absence, then to the Vice President of the ASSOCIATION.
22. **CONSTRUCTION.** All of the provisions of this DECLARATION shall be construed in accordance with the Laws of the State of Florida, as amended from time to time. The construction shall govern in all matters, including matters of substantive and procedural law.
23. **GENDER.** Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.
24. **CAPTIONS.** The captions to the paragraphs of this DECLARATION are intended only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this DECLARATION.
25. **SEVERABILITY.** If any term or provision of this DECLARATION, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or enforceable, the remainder of this DECLARATION, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or enforceable, shall not be affected thereby and each term and provision of this DECLARATION shall be valid and enforceable to the fullest extent permitted by law.

This Amended and Restated Declaration of Condominium was unanimously adopted by the Board of Directors at a duly constituted board meeting in accordance with the requirements of the Declaration of Condominium and By-Laws of the Lyndhurst H Condominium Association as heretofore amended, and

appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 14 day of January, 2022 *P*

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LYNDHURST H CONDOMINIUM  
ASSOCIATION, INC.

BY

*Clifford Pappas*  
President

ATTEST

*Norman Wilner*  
Secretary

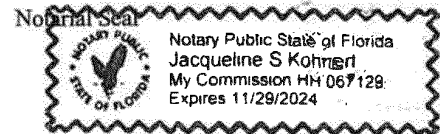
ASSOCIATION  
CORPORATE  
SEAL

STATE OF FLORIDA    )  
                                  ) SS.:  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day  
of January, 2022, by Clifford Pappas and Norman Wilner  
respectively, as President and Secretary of the LYNDHURST H CONDOMINIUM ASSOCIATION, INC.,  
a Florida not for profit corporation, and that they severally acknowledged executing same in the presence of  
two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation  
and that the seal affixed thereto is the true corporate seal of said corporation.

My Commission Expires:

*Jacqueline S. Kohnert*  
Notary Public



AMENDED AND RESTATED ARTICLES OF INCORPORATION OF

**LYNDHURST H CONDOMINIUM ASSOCIATION, INC.**

(A CORPORATION NOT FOR PROFIT)

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

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WHEREAS, the Declaration of Condominium for Lyndhurst H Condominium Association, Inc. was originally recorded at Book 5907, Page 1, of the Official Records of Broward County, Florida. The Articles of Incorporation for Lyndhurst H Condominium Association were originally filed on Book 5907, page 56 of the Official Public Records of Broward County, Florida,

WHEREAS, the Board of Directors for Lyndhurst H Condominium Association restate the Articles of Incorporation with the approval of the members as set forth in original Articles;

NOW THEREFORE, the following AMENDED AND RESTATED ARTICLES OF INCORPORATION are hereby adopted:

I. NAME AND OFFICE

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "ASSOCIATION". The principal office and mailing address of the ASSOCIATION shall be the name of the CONDOMINIUM together with: CENTURY VILLAGE EAST, DEERFIELD BEACH, FLORIDA, or such other place or location as may be subsequently designated from time to time by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718, Florida Statutes, as amended or renumbered from time to time.

II. PURPOSE

The purpose for which the ASSOCIATION is organized is to provide an entity pursuant to Chapter 617 Florida Statutes, governing corporations not for profit, and Chapter 718 Florida Statutes, hereinafter referred to as the "CONDOMINIUM ACT," each as amended or renumbered from time to time, to operate that certain CONDOMINIUM as housing for older persons as such term is used and defined in the Housing for Older Persons Act of 1995, as amended, to enable the operation of a qualified housing community for older persons thereby achieving and maintaining exemption from otherwise relevant provisions of the Fair Housing Amendments Act of 1988, as amended and the Broward County Human Rights Act, Chapter 83-380, as amended by Chapter 89-437, Laws of Florida, bearing the same name as the ASSOCIATION (hereinafter referred to as the "CONDOMINIUM"), at Century Village, Deerfield Beach, Florida, in accordance with the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM this CHARTER, and the pertinent provisions of the BY-LAWS of the ASSOCIATION, all as may be amended from time to time.

### III. DEFINITIONS

For convenience, these AMENDED AND RESTATED ARTICLES OF INCORPORATION shall be referred to as the "ARTICLES." All terms used in these ARTICLES shall have the same definitions and meanings as those set forth in the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, unless herein specifically provided to the contrary, or unless the context otherwise requires.

### IV. POWERS

The ASSOCIATION shall have the following powers:

1. GENERAL: The ASSOCIATION shall have all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida except where same are expressly limited or restricted by the terms of the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including these ARTICLES and/or the AMENDED AND RESTATED BY-LAWS of this ASSOCIATION, or the CONDOMINIUM ACT.
2. ENUMERATION: The ASSOCIATION shall have all of the powers and duties set forth in the CONDOMINIUM ACT, except as limited by these ARTICLES, the AMENDED AND RESTATED BY-LAWS and the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto (to the extent that they are not in conflict with the CONDOMINIUM ACT), and all of the powers and duties reasonably necessary to operate the Condominium and implement and effectuate the purposes of the ASSOCIATION, except as limited herein, as specified in the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, these ARTICLES, the BY-LAWS of the ASSOCIATIONS, and the CONDOMINIUM ACT, as amended from time to time, including, but not limited to, the power:
  - (a) To make and establish reasonable Rules and Regulations governing the use of the CONDOMINIUM PROPERTY, including the UNITS.
  - (b) To levy and collect assessments and other charges against members of the ASSOCIATION (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties and/or to defray the COMMON and LIMITED COMMON EXPENSES of the CONDOMINIUM as provided for in the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including, but not limited to, the provision of insurance for the CONDOMINIUM PROPERTY and the ASSOCIATION, the acquiring, operating, leasing, managing and otherwise dealing with property, whether real or personal (including UNITS in said CONDOMINIUM), which may be necessary or convenient for the operation and management of the CONDOMINIUM and to do all things necessary to accomplish the purposes set forth in said AMENDED AND RESTATED DECLARATION OF CONDOMINIUM.
  - (c) To maintain, improve, repair, reconstruct, replace, add to, operate and manage the CONDOMINIUM PROPERTY and/or Association Property, and other property

acquired or leased by the Association.

- (d) To contract for the management of the CONDOMINIUM and to delegate in such contract all or any part of the powers and duties of the ASSOCIATION provided in these ARTICLES, the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto.
- (e) To enforce the provisions of said AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, these AMENDED AND RESTATED ARTICLES OF INCORPORATION, the AMENDED AND RESTATED BY-LAWS of the ASSOCIATION and the RULES AND REGULATIONS governing the use of said CONDOMINIUM including, but not limited to, any provision for the levying, enforcement and collection of fines as may be provided for in the BY-LAWS of the ASSOCIATION.
- (f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the ASSOCIATION pursuant to the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM.
- (g) As provided in the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, to acquire and enter into agreements whereby the ASSOCIATION acquires leaseholds (including a LONG-TERM LEASE on certain DEMISED PREMISES providing recreational benefits for LESSEES residing in this CONDOMINIUM, CENTURY VILLAGE, Deerfield Beach, Florida), membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the CONDOMINIUM intended to provide for the enjoyment, recreation or other use or benefit of the members, provided, that the same are located within that development known as CENTURY VILLAGE, Deerfield Beach, Florida.
- (h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of CONDOMINIUM PARCELS.
- (i) To merge with other condominium associations and to delegate such powers to a common entity as may be necessary for the civil and legal protection and enforcement of the rights and remedies of the ASSOCIATION in an appropriate and expedient manner.
- (j) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the ASSOCIATION, its officers, directors and Unit Owners.
- (k) To enforce by legal means the provisions of the Condominium Act, the AMENDED AND RESTATED DECLARATION, these ARTICLES, the AMENDED AND RESTATED BYLAWS AND RULES AND REGULATIONS for the use of the Condominium Property and Association Property.
- (l) To employ personnel to perform the services required for the proper operation of the CONDOMINIUM and Association Property.
- (m) To make contracts and incur liabilities, borrow money from financial institutions at such rates of interest as the Board may determine, and secure any of its obligations by pledge of all or any of its property or income.
- (n) To pay all taxes and assessments of any type which are liens against any part of the CONDOMINIUM PROPERTY, other than UNITS, and the appurtenances thereto and to assess the same against the members and their respective UNITS.



- (o) To enter any UNIT during reasonable hours as may be necessary in accordance with the provisions of Florida Statutes and to effectuate the purposes of the DECLARATION and all EXHIBITS attached thereto, including these BY-LAWS, and to assure the compliance with all the terms there. To that end, the ASSOCIATION shall retain a pass key to all UNITS, and shall require all owners to provide a key to his or her UNIT.

#### V. MEMBERS

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

1. The owners of UNITS in the CONDOMINIUM shall be members of the ASSOCIATION, shall be over eighteen (18) years of age and use such UNITS as their single-family residences for themselves, their immediate families (i.e., spouse, parents, children and grandchildren, guests, and invitees) in compliance with the provisions of the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, and no other person or persons shall be entitled to membership.
2. Subject to the provisions of the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and the AMENDED AND RESTATED BY-LAWS of this ASSOCIATION, membership shall be established by the acquisition of fee title to a UNIT in the CONDOMINIUM. The membership of any party shall be automatically terminated upon his or her being divested of title to all UNITS owned by such member in the CONDOMINIUM. Membership is non-transferable except as an appurtenance to a UNIT.
3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each UNIT in the CONDOMINIUM owned by such member. Such vote may be exercised or cast by the owner or owners of each UNIT in such manner as is provided for in the AMENDED AND RESTATED DECLARATION or in the AMENDED AND RESTATED BY-LAWS hereinafter adopted by the ASSOCIATION.

#### VI. TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

#### VII. DIRECTORS

The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of no less than three (3) and no more than seven (7) Directors. Directors must be Members of the Association or the legal spouse, Officer or Managing Member of a Member or trustee of a trust. Directors of the ASSOCIATION shall be elected in the manner provided in the AMENDED AND RESTATED BY-LAWS. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the AMENDED AND RESTATED BY-LAWS. Directors shall serve terms as set forth in the AMENDED AND RESTATED BY-LAWS, and any vacancies in their number occurring before the election shall be filled by the remaining Directors, as the AMENDED AND RESTATED BY-LAWS provide. The Board of Directors shall have the power to adopt the budget

of the ASSOCIATION. The ASSOCIATION shall be managed by the officers set forth in ARTICLE VIII herein.

#### VIII. OFFICERS

The officers of the ASSOCIATION shall be elected by the Board of Directors at the Organizational Meeting of the Board held within ten (10) days of each annual meeting of the Members of the ASSOCIATION and shall serve at the pleasure of the Board of Directors.

#### IX. INDEMNIFICATION


The ASSOCIATION shall indemnify its officers and directors as provided in the AMENDED AND RESTATED BY-LAWS.

#### X. AMENDMENTS

Amendments to these ARTICLES may be proposed and adopted in the manner set forth for amendments to the AMENDED AND RESTATED BY-LAWS of the ASSOCIATION and all rights conferred upon members herein are granted subject to this reservation and its lawful exercise.


#### XI. NON-ASSIGNMENT

The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his UNIT. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, these ARTICLES and in the AMENDED AND RESTATED BY-LAWS of the ASSOCIATION hereafter adopted.

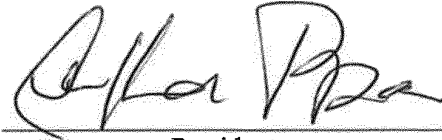
Executed at Deerfield Beach, Broward County, Florida, this 14 day of JANUARY, 2022. 

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LYNDHURST H CONDOMINIUM  
ASSOCIATION INC.



Witness #1



President



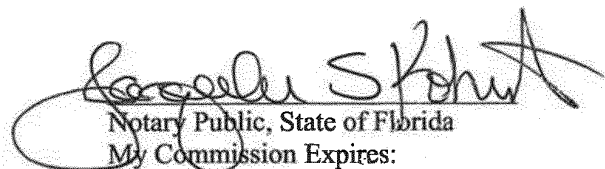
Secretary

Witness #2

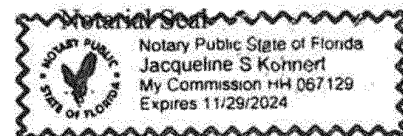
Association's Corporate Seal

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 14 day of January, 2022, by Clifford Pappas and Norman Wilner, respectively, as President and Secretary of the LYNDHURST H CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.



Notary Public, State of Florida  
My Commission Expires:



**AMENDED AND RESTATED BYLAWS**

**OF**

**LYNDHURST H CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not for Profit Under the Laws of the State of Florida

WHEREAS, the Declaration of Condominium for Lyndhurst H Condominium Association, Inc. was originally recorded at Book 5907, Page 1, of the Official Records of Broward County, Florida. The Bylaws for Lyndhurst H Condominium Association were originally filed at Book 5907, page 61 of the Official Public Records of Broward County, Florida,

WHEREAS, the Board of Directors for Lyndhurst H Condominium Association restate the Bylaws with the approval of the members as set forth in original Bylaws;

NOW THEREFORE, the following AMENDED AND RESTATED BYLAWS are hereby adopted:

**ARTICLE 1. GENERAL PROVISIONS.**

- 1.1 **IDENTITY – PURPOSE.** These are the AMENDED AND RESTATED BY-LAWS of the LYNDHURST H CONDOMINIUM ASSOCIATION, a Florida corporation not for profit (ASSOCIATION), whose name appears in the title of this Document. This ASSOCIATION has been organized for the purpose of administering the affairs of the CONDOMINIUM.
- 1.2 **BY-LAWS SUBJECT TO OTHER DOCUMENTS.** The provisions of these AMENDED AND RESTATED BY-LAWS are applicable to said CONDOMINIUM and are expressly subject to the terms, provisions and conditions contained in the AMENDED AND RESTATED ARTICLES OF INCORPORATION of said ASSOCIATION, (referred to herein as the ARTICLES), the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, (referred to herein as DECLARATION), the LONG-TERM LEASE and MANAGEMENT AGREEMENTS which are recorded in the Public Records of Broward County, Florida.
- 1.3 **APPLICABILITY.** All UNIT owners, tenants and occupants, their agents, guests, servants, invitees, licenses and employees that use the CONDOMINIUM PROPERTY, or any part thereof, are subject to these AMENDED AND RESTATED BY-LAWS and the documents referred to in Paragraph 1.2 hereof.
- 1.4 **OFFICE.** The office of the ASSOCIATION shall be at the CONDOMINIUM PROPERTY or such other place designated by the Board of Directors of the ASSOCIATION from time to time.
- 1.5 **SEAL.** The seal of the ASSOCIATION shall bear the name of the ASSOCIATION.
- 1.6 **DEFINITIONS.** All definitions set forth in the DECLARATION and EXHIBITS attached thereto are hereby adopted and incorporated by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

- 2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the DECLARATION, ARTICLES, and in these BY-LAWS.
- 2.2 QUORUM. The presence in person or by proxy of persons representing at least 23 Units shall constitute a quorum of the Membership.
- 2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a UNIT owned by more than one person shall be cast by the person named in a voting certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such UNIT, or the proper corporate officer, filed with the Secretary of the ASSOCIATION, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose. If a Unit is owned jointly by a married couple, they may, but shall not be required to designate a voting member. If they do not designate a voting member, and only one of them cast a vote, that vote shall be valid as if the UNIT was owned individually by the person casting the vote. However, if both are present at a meeting and are unable to concur in their decision, then the vote of the UNIT shall not be counted.
- 2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and any valid adjournment thereof, and must be filed with the Secretary before the appointed time of the meeting. However, in no event shall a proxy be valid for more than ninety (90) days following the date of the first meeting for which it was issued. Where a UNIT is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting" member. No one person, other than the Secretary of the Association, may be designated to hold more than five (5) proxies.
- 2.5 VOTING. In any meeting, each UNIT OWNER, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each UNIT shall be entitled to one vote and the vote of such UNIT shall not be divisible.
- 2.6 MAJORITY. Except where otherwise required by the provisions of the ARTICLES, these BY-LAWS, the DECLARATION, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP: PROVISIO.

- 3.1 ANNUAL MEETING. The annual members' meeting shall be held in the month of January of each year. The Annual Meeting shall be held at the office of the ASSOCIATION or at any other location designated by the Board from time to time, at the time designated on the notice thereof for electing Directors and of transacting any other business authorized to be transacted by the members.
- 3.2 SPECIAL MEETING. Special meetings of the Membership shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special

meetings must be called by such officers upon receipt of a written request from members of the ASSOCIATION having a majority of the total voting interests of the ASSOCIATION.

- 3.3 NOTICE OF MEETING. Notice of all members' meetings, regular or special, shall be given by the ASSOCIATION, to each member by hand-delivery, mail to the last known address of the OWNER as same appears in the books and records of the Association, or by electronic notice, and must state the date, time, place and object or purpose for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days prior to the date set for such meeting. Proof of notice shall be established by the affidavit of the person delivering such notice. Notice shall also be conspicuously posted on the condominium property.
- 3.4 NOTICE TO OTHERS. The LESSOR, (if any member of the ASSOCIATION is then bound by the LONG-TERM LEASE) and MANAGEMENT FIRMS shall be entitled to notice all ASSOCIATION meetings, entitled to attend the ASSOCIATION meetings, and they may designate such persons as they desire to attend such meetings on their behalf.
- 3.5 CHAIRMAN. At meetings of membership, the President shall preside, or in the absence of the President, the Board of Directors shall select a chairman.
- 3.6 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:
  - a. Appointment of Chairman of Inspectors of Election
  - b. Election of Directors;
  - c. Calling of the roll and certifying of proxies
  - d. Proof of notice of meeting or waiver of notice
  - e. Reading of minutes;
  - f. Reports of Officers;
  - g. Reports of Committees;
  - h. Unfinished business;
  - i. New business;
  - j. Adjournment.

#### ARTICLE 4. BOARD OF DIRECTORS.

- 4.1 MANAGEMENT OF ASSOCIATION. The affairs of the ASSOCIATION shall be managed by a BOARD OF DIRECTORS (hereinafter referred to as BOARD) consisting of no less than three (3) and no more than seven (7) Directors, as provided for in the ARTICLES OF INCORPORATION, who must be members of the Association.
- 4.2 ELECTION OF DIRECTORS. Election of Directors, shall be conducted in accordance with the provisions of Chapter 718, Florida Statutes, and applicable provisions of the Florida Administrative Code, all as amended or renumbered from time to time.
- 4.3 VACANCIES. Vacancies on the BOARD occurring between annual meetings of members shall be filled by the remaining directors, even if the remaining directors do not constitute a quorum.
- 4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected BOARD shall be held within ten (10) days of their election, at such time and at such place 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, provided a quorum shall be present.

- 4.5 REGULAR MEETINGS. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or electronic mail, at least forty-eight (48) hours prior to the date and time named for such meeting, unless notice is waived. Meetings of the Board shall be open to all unit owners, unless otherwise permitted to be conducted as a closed meeting by Statute.
- 4.6 SPECIAL MEETINGS. Special meetings of the BOARD may be called by the President or a majority of the BOARD. Not less than forty-eight (48) hours' notice of a special meeting shall be given to each Director, personally or by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing, written notice of any BOARD meeting at which a non-emergency special assessment or an amendment to rules regarding unit use will be considered must be mailed, hand delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at a location established by Board rule at least fourteen (14) days prior to the date of the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association.
- 4.7 WAIVER. 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. Attendance shall be deemed a waiver.
- 4.8 QUORUM. A quorum at a Directors' meeting 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 except as specifically otherwise provided for in the ARTICLES, these BY-LAWS or THE DECLARATION. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the ARTICLES, these BY-LAWS, or THE DECLARATION) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the President, and in the absence of the President, the Vice-President shall preside. In the absence of the President and Vice-President, the Directors present shall designate one of their number to preside.
- 4.10 RESIGNATION. A Director may resign by giving written notice thereof to the President. A Director shall be deemed to have resigned upon his termination of membership in the ASSOCIATION.
- 4.11 POWERS AND DUTIES. All of the powers and duties of the ASSOCIATION may be exercised by the BOARD in the Board's sole discretion. Such powers shall include those powers and duties as set forth in the ARTICLES.

- 4.12 MANAGEMENT AGREEMENT. The powers and duties of the BOARD as set forth in the ARTICLES, unless otherwise prohibited by law, may, in addition to others, be delegated to a management firm.
- 4.13 REMOVAL OF DIRECTORS. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Association.
- 4.14 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the, LESSOR, or MANAGEMENT FIRMS as set forth in THE DECLARATION, the ARTICLES, these BY- LAWS, the LONG-TERM LEASE, and the MANAGEMENT AGREEMENTS.
- 4.15 COMMITTEES. The Board may establish committees and may delegate portions of its responsibilities to such committees established for that purpose.
- 4.16 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of paragraph 14 of the Declaration of Condominium, as amended or renumbered from time to time, setting forth the manner of Collection of Common Expenses and other charges are incorporated herein by reference.

#### ARTICLE 5. OFFICERS.

- 5.1 GENERALLY. The officers of the ASSOCIATION shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the BOARD of DIRECTORS at the annual meeting. They may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or Assistant Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be required to manage the affairs of the ASSOCIATION.
- 5.2 PRESIDENT. The President shall be the chief executive officer of the ASSOCIATION. He or she 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 powers to appoint committees from among the members, from time to time, as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the ASSOCIATION. The President shall be a member of the Board.
- 5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.
- 5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the ASSOCIATION, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.
- 5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and



evidences of indebtedness of the ASSOCIATION. He or she shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer, including the retention of any and all books of the ASSOCIATION, may be fulfilled by the MANAGEMENT FIRM as provided in a MANAGEMENT AGREEMENT executed by the ASSOCIATION.

- 5.6 The compensation of all officers, if any, and employees of the Association shall be fixed by the Directors. The total annual compensation, as contemplated by this section, shall not exceed \$2,500.00 in the aggregate for all persons combined to be compensated.

ARTICLE 6. FISCAL MANAGEMENT: ASSESSMENT: LIENS.

The provisions for fiscal management of the ASSOCIATION set forth in the DECLARATION shall be supplemented by the following provisions:

- 6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718 from time to time, fix and determine the sums necessary to pay all the COMMON and LIMITED COMMON EXPENSES of the CONDOMINIUM, including maintenance of proper reserves, pursuant to the provisions of THE DECLARATION, MANAGEMENT AGREEMENT, ARTICLES and these BY-LAWS. All payment required by the aforementioned instruments are COMMON EXPENSES of this CONDOMINIUM. The same shall be assessed against the UNIT OWNERS as provided in THE DECLARATION and all the EXHIBITS attached thereto. These powers shall be subject to the provisions of the MANAGEMENT AGREEMENT and shall not be construed as being the power of the MANAGEMENT FIRM under the MANAGEMENT AGREEMENT to determine sums due under that instrument. The ASSOCIATION shall also, if requested, collect master management fees, for the benefits of the MASTER MANAGEMENT FIRM.
- 6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be either mailed, hand delivered or electronically distributed to all UNIT OWNERS not less than fourteen (14) days prior to the date of the meeting at which the budget will be considered together with a notice of the meeting.
- 6.3 DEPOSITORY: WITHDRAWALS. The depository of the ASSOCIATION shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the ASSOCIATION shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the ASSOCIATION employ a MANAGEMENT FIRM or Managing Agent, and should in the course of such employment said MANAGEMENT FIRM or Managing Agent be charged with any responsibilities concerning control of any of the funds of the ASSOCIATION, then, and in such event, any Agreement with such MANAGEMENT FIRM or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.3 and 6.4 hereof.
- 6.4 RECORDS. The Official Records of the ASSOCIATION shall be maintained in

accordance with the provisions of §718.111(12), Florida Statutes, as same may be amended or renumbered from time to time. The Association shall have the right to promulgate rules and regulations regarding the inspection and copying of Association Records.

- 6.5 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained by the BOARD for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the ASSOCIATION handling or responsible for ASSOCIATION'S funds, and for any contractor handling or responsible for ASSOCIATION'S funds. 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.
- 6.6 FISCAL YEAR. The fiscal year of the ASSOCIATION shall begin on the first day of January of each year; provided, however that the BOARD is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the BOARD deems advisable.
- 6.7 PAYMENTS ASSESSMENTS. Except as specified to the contrary, funds for the payment of COMMON EXPENSES shall be assessed against the UNIT OWNERS in the proportions or percentage provided in THE DECLARATION. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the BOARD. Special assessments, should such be required by the BOARD, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the BOARD. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE SHALL ENTITLE THE ASSOCIATION TO LEVY AN ADMINISTRATIVE LATE CHARGE AGAINST THE DEFAULTING UNIT OWNER NOT TO EXCEED THE HIGHEST AMOUNT PERMITTED BY LAW.
- 6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a UNIT OWNER shall be in default in the payment of an installment upon any assessment the BOARD may accelerate the remaining monthly installments for the remainder of the budget year. Such accelerated assessments shall be due and payable on the date the claim of lien is filed.
- 6.9 ACQUISITION OF UNITS. At any foreclosure sale of a UNIT the BOARD may acquire, in the name of the ASSOCIATION or its designee the UNIT being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including lien for assessments. The power of the BOARD to acquire a UNIT at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the said BOARD or of the ASSOCIATION to do so at any foreclosure sale – the provisions hereof being permissive in nature and for the purpose of setting forth the power of the BOARD.
- 6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT: LIEN. In the event of a default by a UNIT OWNER in the payment of any assessment, the ASSOCIATION shall have all rights and remedies provided by law, including, but not limited to, those provided by the CONDOMINIUM ACT as amended from time to time, and the liability of the owner of the CONDOMINIUM UNIT shall include liability for reasonable attorneys' fees and for court costs incurred by the ASSOCIATION incident to the collection of such

assessment or enforcement of its lien. If the ASSOCIATION elects to enforce its lien by foreclosure, and the unit owner remains in possession of the unit after a foreclosure judgment has been entered the unit owner may be required to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party who does not prevail in the foreclosure action. Notwithstanding the foregoing, if the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

#### ARTICLE 7. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the DECLARATION, the ARTICLES, these BY-LAWS and RULES AND REGULATIONS adopted pursuant thereto, and said documents and Regulations as they may be amended from time to time. The Association shall have the right to levy fines for non-compliance in the manner set forth by the Condominium Act, as amended from time to time. In addition, the failure of a Unit Owner to comply with any provision of the Governing Documents shall entitle the Association, or other Unit owners, to pursue an action for damages or for injunctive relief or both, and to seek the following relief, in addition to the remedies provided by the Condominium Act, as amended from time to time.

- 7.1 Costs and Attorney Fees. The costs and reasonable attorney's fees incurred by the Association, including all attorney's fees and costs (1) prior to the filing of any legal proceeding, (2) subsequent to the filing of any legal proceeding, and (3) those resulting from any appellate proceedings, in any action against an Owner to enforce any provision of this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations, all as may be amended from time to time, shall be a personal obligation of such Owner which shall be paid by such Owner and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Unit, collectible in the same manner as an Assessment, pursuant to §718.116, Florida Statutes as amended from time to time.
- 7.2 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any provision of the Condominium Act, this Declaration, the Articles, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- 7.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms or provisions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

- 7.4 Safety Violations: Any violations which are deemed by the BOARD to be a hazard to public health or safety may be corrected immediately as an emergency matter by the ASSOCIATION and the cost thereof shall be charged to the UNIT OWNER as a specific item and shall be a lien against said UNIT with the same force and effect as if the charge was a part of the COMMON EXPENSES attributable to such UNIT OWNER.
- 7.5 LIABILITY OF UNIT OWNERS. ALL UNIT OWNERS shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. Any expenses incurred by the Association as a result of a Unit Owner's negligence or that of his family members, guests or invitees, shall be collectable in the same manner as an assessment pursuant to the Declaration, including lien and foreclosure pursuant to §718.116, Florida Statutes as amended from time to time.
- 7.6 LIABILITY OF UNIT OWNERS TO MANAGEMENT FIRM. Paragraph 6.10 above shall include any assessment due by virtue of the MANAGEMENT AGREEMENT, and MANAGEMENT FIRM shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.
- 7.7 LIABILITY OF UNITS to LESSOR and MASTER MANAGEMENT FIRMS. The UNIT OWNERS who are bound by the MASTER MANAGEMENT AGREEMENT and/or LONG-TERM LEASE shall be directly responsible for payments thereunder to the MASTER MANAGEMENT FIRM or LESSOR as applicable. However, in the event that the ASSOCIATION, on its own behalf or as a representative of the UNIT OWNERS, incurs liability to either THE LESSOR, MASTER MANAGEMENT FIRM, or the same shall be deemed the joint and several responsibilities of both the ASSOCIATION and the UNIT OWNERS, and said LESSOR, or MASTER MANAGEMENT FIRM may proceed to collect the same in its own name. This covenant is for the benefit of the, LESSOR, or MASTER MANAGEMENT FIRM and may not be modified except with the written consent of said, LESSOR or MASTER MANAGEMENT.
- 7.8 CORRESPONDING DEFAULT. A breach of these BY-LAWS shall be deemed, in the context required, a breach of the MANAGEMENT AGREEMENT. The MANAGEMENT FIRM shall have all power of enforcement of the ASSOCIATION.
- 7.9 SURVIVING LIABILITY. Termination of membership in the ASSOCIATION shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the ASSOCIATION has, or may have had, against the terminating member.
- 7.10 EXCESS LIABILITY. The ASSOCIATION shall give notice to the UNIT OWNERS of excess liability as provided in F.S. 718.119(3).
- 7.11 FINES AND SUSPENSIONS. The association may levy reasonable fines for the failure of the owner of the unit or its occupant, guest, licensee, or invitee to comply with any provision of the DECLARATION, the ARTICLES, BY-LAWS, or reasonable Rules and Regulations. Unless otherwise permitted by law, a fine may not become a lien against a

unit. A fine may be levied by the board based on each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided herein. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate, unless otherwise permitted by law.

- a. An association may suspend, for a reasonable period, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the Common Elements, Common Facilities, or any other Association Property for failure to comply with any provision of the DECLARATION, BY-LAWS, ARTICLES, or reasonable Rules and Regulations of the ASSOCIATION. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.
- b. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its guest, occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree with the fine or suspension, the fine or suspension may not be imposed.

#### ARTICLE 8. LIMITATION OF LIABILITY.

8.1 LIMITATION. Notwithstanding the duty of the ASSOCIATION or MANAGEMENT FIRM to maintain and repair the CONDOMINIUM PROPERTY, they shall not be liable for injury or damage caused by latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

#### ARTICLE 9. PARLIAMENTARY RULES.

ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of ASSOCIATION proceedings when not in conflict with THE DECLARATION, the ARTICLES, these BY-LAWS, the LONG-TERM LEASE, if applicable, MANAGEMENT AGREEMENTS, or with the Statutes of the State of Florida, all as amended from time to time.

#### ARTICLE 10. AMENDMENTS TO BY-LAWS, EXCEPT AS TO USE AND DECORUM.

Amendments to these BY-LAWS, except amendments relating to the use and decorum of the CONDOMINIUM PROPERTY, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

- 10.1 PROPOSAL. Amendments to these BY-LAWS may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the voting interests in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.
- 10.2 VOTE NECESSARY; RECORDING. In order for such proposed amendment or amendments to become effective, the same must be approved by an affirmative vote of

a majority of the entire membership of the BOARD and by an affirmative vote of at least thirty (30) voting interests of the ASSOCIATION present in person or by proxy at a duly noticed meeting of the Membership called in accordance with the provisions of these BY-LAWS. Thereupon, such amendment or amendments to these BY-LAWS shall be transcribed, certified by an Officer of the ASSOCIATION with the formalities of a deed, and a copy thereof shall be recorded in the Public Records of Broward County, Florida. Such amendment shall be deemed effective upon the date of recording in the public records.

10.3 PROVISIO. Notwithstanding the foregoing provisions of this ARTICLE 10, no amendment to these BY-LAWS which affects the, LESSOR or MANAGEMENT FIRMS may be adopted or become effective without the prior written consent of the affected, LESSOR, MANAGEMENT FIRM, and MASTER MANAGEMENT FIRM.

#### ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of UNITS, use of COMMON ELEMENTS and LIMITED COMMON ELEMENTS.

11.2 SCOPE; REMEDY BY-LAWS FOR VIOLATION. These BY-LAWS are reasonably calculated to promote the welfare of the UNIT OWNERS. The violation of such BY-LAWS shall be subject to the provisions of Article 7 of these BY-LAWS.

11.3 AMENDMENTS. Amendments to BY-LAWS pertaining to use and decorum may be made in accordance with the provisions of ARTICLE 10, or said amendments to BY-LAWS pertaining to use and decorum may be made in the following manner: Such amendments may be proposed by the BOARD at any regular or special meeting of the BOARD and shall become effective when approved by an affirmative vote of the majority of the membership of the BOARD. Thereupon, such amendment or amendments shall be transcribed, certified by an Officer of the ASSOCIATION and shall become effective when recorded in the Public Records of Broward County, Florida. A copy thereof shall be furnished to the members, HOWEVER, the failure to furnish such copies of such amendments shall not affect the force and effect and validity thereof.

11.4 RULES AND REGULATIONS. The ASSOCIATION may promulgate RULES AND REGULATIONS concerning the use and decorum of the CONDOMINIUM PROPERTY. Said additional RULES AND REGULATIONS shall have effect upon posting in a conspicuous place on the CONDOMINIUM PROPERTY and shall have the dignity of BY-LAWS.

#### ARTICLE 12. RULES AND REGULATIONS.

12.1 BY-LAWS RELATING TO USE AND DECORUM. The BY-LAWS relating to use and decorum shall be deemed in effect until amended and shall apply to, and be binding upon, all UNIT OWNERS. The UNIT OWNERS shall, at all times, obey the same and use their best efforts to see that the BY-LAWS and RULES AND REGULATIONS are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said BY-LAWS are as follows:

- a. The sidewalk, entrances, passages, elevators, stairways, catwalks and all other

COMMON ELEMENTS must not be obstructed encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature shall be stored therein. Horseplay or loitering in laundry rooms, locker rooms, stairways, catwalks, elevators, or other COMMON ELEMENTS is strictly prohibited.

- b. The personal property of all UNIT OWNERS shall be stored within their CONDOMINIUM UNITS or the specific LIMITED COMMON ELEMENTS assigned to them for storage purposes, provided, however, that no UNIT OWNER may store any personal property on, or make any use of, the porch within the boundaries of his UNIT which is unsightly nor shall be made any use of the same which interferes with the comfort, convenience or peaceful enjoyment of other UNIT OWNERS. All items in the LOCKER ROOM that are not in an individual LOCKER SPACE will be removed and discarded except for shopping carts, bicycles and hurricane shutters or with the written permission of the BOARD. The only activities permitted in the locker room is either placing or removing personal items from the personal lockers. No other activity is permitted. The RULES AND REGULATIONS regarding the storage of personal items in the COMMON ELEMENTS may be designated by the BOARD in its sole discretion from time to time.
- c. No garbage cans, supplies, milk bottles, or other articles of personal property shall be placed on the catwalks, on the sidewalks, on the staircase, the staircase landings and in the parking areas. Nor shall any linens, clothes, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or balconies, and catwalks or exposed to or on any part of the COMMON ELEMENTS or porches within any UNIT. Fire exits shall not be obstructed in any manner and the COMMON ELEMENTS shall be kept free and clear of rubbish, debris, and other unsightly material.
- d. No UNIT OWNER shall allow anything whatsoever to fall from the window, balcony or doors of the premises, nor shall he or she sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
- e. All refuse, cans, garbage, and recyclable items shall be securely wrapped in plastic bags or otherwise properly and neatly disposed of in trash chutes located on the CONDOMINIUM PROPERTY or in recycle bins, as applicable. Such plastic bags shall not exceed the width of the chute. Large cartons, bottles and breakable items shall be deposited only in the downstairs garbage containers.
- f. Employees or vendors of the ASSOCIATION shall not be sent out of the building by any UNIT OWNER except in the UNIT OWNER'S capacity as an officer or director, at any time, for any purpose. No UNIT OWNER or resident shall direct, supervise, or in any manner attempt to exert any control over or otherwise interfere with the duties and obligations of the employees or vendors of the ASSOCIATION.
- g. No UNIT OWNER shall make or permit any disturbing noises in the building by any person nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other UNIT OWNERS. No UNIT OWNER shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, televisions, radios or sound amplifier, in his UNIT, in such manner as

to disturb or annoy other occupants of the CONDOMINIUM. No UNIT OWNER shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, on the COMMON ELEMENTS of the CONDOMINIUM.

- h. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the CONDOMINIUM UNIT that is visible from outside the UNIT or CONDOMINIUM PROPERTY except a notice not to exceed 8.5" x 5.5" in the window on the interior of the UNIT.
- i. No awning, enclosure, canopy, shutter, or like item, except removable hurricane shutters, shall be attached to, or placed upon, the porch within any unit, outside walls or roof of the building except as provided in the DECLARATION or as authorized in writing by the BOARD.
- j. Cooking and barbecuing shall be permitted on the COMMON ELEMENT of the CONDOMINIUM property ONLY in the areas designated for that purpose by the BOARD. Personal barbecues are not permitted.
- k. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any UNIT except those required for normal household use. Nor shall same be stored or maintained in or on the COMMON ELEMENTS except with the written authorization by the BOARD and restricted to areas designated for that purpose by the BOARD and in accordance with State and Federal regulations. The use of Inflammable, combustible or explosive fluid, chemical or substance on the COMMON ELEMENT may be designated by the ASSOCIATION BOARD in its sole discretion from time to time.
- l. Each UNIT OWNER who plans to be absent from his or her UNIT for more than two consecutive weeks must prepare his or her UNIT prior to departure by (1) designating a responsible firm or individual to inspect their UNIT at least once every two (2) weeks, and (2) shut off the main water supply. The bi-weekly inspection of the unit must be documented by the firm or individual responsible with inspecting the UNIT and submitted to the BOARD upon request.
- m. No external wiring for radio or television installation or modification shall be accomplished by a UNIT OWNER without the prior written permission and approval of the BOARD. No antenna or satellite dish may be placed on the exterior of the CONDOMINIUM PROPERTY without the prior written permission of the BOARD.
- n. Complaints concerning the use of the CONDOMINIUM PROPERTY and/or service to the same shall be made in writing, signed by the complaining party and delivered to the MANAGEMENT FIRM and BOARD, who, if necessary, will forward the same to the appropriate party
- o. Laundry rooms are to be left in a neat and orderly fashion at all times including, but not limited to, the removal of lint from dryers. Clothes washers and dryers shall be available for use by residents only and at times designated by the BOARD and posted conspicuously in the laundry rooms. The use of the laundry room is restricted solely to the washing and drying of laundry. All other activities are strictly forbidden. Any items left in the laundry room that are not related to laundry will be removed and discarded. Laundry room rules and regulations may be designated by the Board from time to time in its sole discretion.



12.2 APPLICABILITY. The provisions of subparagraphs (b), (f), (h), (j), (l), (o), (r), (s), (t), and (u) hereof shall not be applicable to the, LESSOR, MANAGEMENT FIRMS or to any UNIT owned by the same.

ARTICLE 13. INDEMNIFICATION.

13.1 OFFICER and DIRECTORS. The ASSOCIATION shall and does hereby indemnify and hold harmless every Director and every officer, his or her heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a director or officer of the ASSOCIATION, including reasonable counsel fees, except as to matters wherein he or she shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

13.2 INSURANCE. The ASSOCIATION shall, at the ASSOCIATION'S expense, purchase Director's liability insurance and shall cause the Directors, from time to time serving, to be named insureds.

ARTICLE 14. UNIT OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All liens against a CONDOMINIUM UNIT, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a CONDOMINIUM UNIT shall be paid at least thirty (30) days before becoming delinquent or as provided in THE DECLARATION, or these BY-LAWS, whichever is sooner.


14.2 NOTICE TO ASSOCIATION. A UNIT OWNER shall give notice to the ASSOCIATION and MANAGEMENT FIRM of every lien upon his UNIT, other than for permitted mortgages, taxes and special assessments, within (5) days after the attaching of the lien.


The above amendments were unanimously adopted by the Board of Directors at a duly constituted board meeting on APRIL 27, 2021, in accordance with the requirements of the Declaration of Condominium and By-Laws of the Lyndhurst H Condominium Association as heretofore amended, and appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 14 day of JANUARY, 2022.


SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LYNDHURST H CONDOMINIUM  
ASSOCIATION INC.

  
\_\_\_\_\_  
Witness #1

  
\_\_\_\_\_  
President

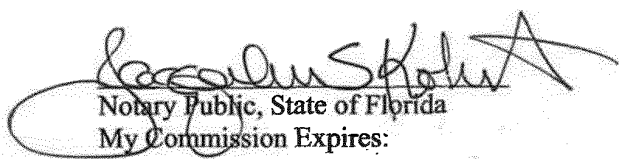
  
\_\_\_\_\_  
Witness #2

  
\_\_\_\_\_  
Secretary

Association's Corporate Seal

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 14 day of January, 2022, by Cirilo P. Pugas and Norman Vilner, respectively, as President and Secretary of the LYNDHURST H CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

