

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

**CERTIFICATE OF RECORDING  
RESTATED DECLARATION OF CONDOMINIUM OF  
NASSAU HOUSE CONDOMINIUM APARTMENTS, A CONDOMINIUM,  
AND  
RESTATED BYLAWS OF  
NASSAU HOUSE ASSOCIATION, INC.,  
A CONDOMINIUM CORPORATION**

WHEREAS, Nassau House Association, Inc. (hereinafter "Association") is the Florida not for profit corporation required by the Condominium Act to operate and maintain Nassau House Condominium Apartments, A Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 3526 at Page 62 of the Public Records of Broward County, Florida; and

WHEREAS, the Association is required by Florida Statutes, Section 718.111(12)(a), to maintain copies of the Declaration of Condominium, and the Bylaws of the Association, which is an Exhibit to said Declaration of Condominium, and amendments to these documents (hereinafter collectively "Governing Documents"), as recorded in the Broward County Public Records, as part of the Association's Official Records pursuant to said statute; and

WHEREAS, the Association has created and attached hereto a set of integrated and Restated Documents (hereinafter "Restated Documents"), which contains all original and amended provisions of the Governing Documents, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents and duly and properly recorded in the Public Records of Broward County, Florida; and

WHEREAS, the Restated Documents do not contain any new amendment and do not contain any change to language which is currently of record in the Broward County Public Records; and

WHEREAS, the Association is desirous of recording the Restated Documents in order to have the most up to date and consolidated version of the Governing Documents available in an easy to read format for prospective and current owners, and in order to be able to utilize the Restated Documents as part of its Official Records, as required by said statute and Rule 61B-23.002(5)(c), Florida Administrative Code;

NOW, THEREFORE, the Association files the attached Restated Documents as its Official Governing Documents and reference to previously recorded Governing Documents and amendments thereto is not required to obtain the accurate text.

IN WITNESS WHEREOF, we have set our hands and seals this 19<sup>th</sup> day of June, 2006.

WITNESSES

Sign [Signature]  
Print MARGARET M. TRANI

Sign [Signature]  
Print ANTHONY DeCesARE

NASSAU HOUSE ASSOCIATION, INC.

By: [Signature]

Michel Pytlarz, President  
Address: 301 N. Ocean Blvd.  
Pompano Beach, FL 33062

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2006, by Michel Pytlarz, as President of Nassau House Association, Inc., a Florida not-for-profit corporation.

Personally Known  OR  
Produced Identification   
himself  
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign [Signature]  
Print DORIS I SCHMIDT  
My Commission expires:



**DECLARATION OF CONDOMINIUM OF NASSAU HOUSE CONDOMINIUM  
APARTMENTS  
A CONDOMINIUM  
301 North Ocean Boulevard  
Pompano Beach, Florida**

MADE the day last appearing in the body of this Declaration by NASSAU SALES CORPORATION, a Florida corporation, for itself, its successors, grantees and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described and improvements thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes herein called the "Condominium Act."

.1 Name. The name by which this condominium is to be identified is NASSAU HOUSE CONDOMINIUM APARTMENTS.

.2 Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

(a) The Land. The lands, owned by the developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called the "land".

(b) Easements. The easements, set forth in Exhibit B attached hereto, herein called the "easements", which are appurtenant to the land and, in part, upon the land.

(c) Recreational Facility Lease. The rights and estate of the Association as lessee under that certain lease recorded in Official Records Book 3525 at page 105 of the Public Records of Broward County, Florida, herein called the "recreational facility lease".

2. Definitions. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

.1 Apartment. Apartment means unit as defined by the Condominium Act.

.2 Apartment Owner. Apartment owner means unit owner as defined by the Condominium Act.

.3 The Association. The Association means NASSAU HOUSE ASSOCIATION, INC., a non-profit Florida corporation, and its successors.

.4 Common Elements. Common elements shall include: (a) the condominium property not included in the apartments, (b) tangible personal property required for the maintenance and operation of the common elements, (c) the recreational facility lease, and (d) other items as stated in the Condominium Act.

.5 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expense under recreational facility lease; (d) expenses declared common expenses by the provision of this Declaration or the By-Laws; and (e) any valid charge against the condominium as a whole.

.6 Recreational Facilities. Recreational facilities means and includes the facilities provided under the recreational facility lease.

.7 Condominium Property Condominium property means and includes the land and all improvements thereon and all easements and rights of way appurtenant thereto intended for use in connection with the condominium and including but not limited to the recreational facility lease.

.8 Reserved for amendment.

.9 Reserved for amendment.

.10 Reasonable Attorneys Fees. Reasonable attorneys fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

.11 Singular, Plural, Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural, the singular and the use of any gender shall be deemed to include all genders.

.12 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, and sewage disposal.

3. Development Plan. The condominium is described and established as follows:

.1 Plot Plans and Floor Plans. A survey of the land showing the same, roads, certain easements, the apartment building, parking spaces, and other improvements placed thereon entitled "Plot Plan" is attached hereto as Exhibit B. This same Exhibit B contains floor plans of each of twelve floors numbered and designated as such as well as a pent-house floor.

.2 Easements. Each of the following easements is a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) Utilities. As may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) now or hereafter owned by the Developer which are adjacent to or in the vicinity of the condominium property; provided, however, easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing, by the apartment owner.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property. (Parking provisions are set out in Section 4.3 (c).)

.3 Recreational Facility Lease. Simultaneously with the adoption of the By-Laws, the Association, as lessee, through its original board of directors and officers, for the recreation, enjoyment, use and other benefit of the apartment owners, has acquired a long term leasehold interest in and to recreational facilities not upon the lands of the condominium. A copy of said lease has been spread upon the Public Records of Broward County, Florida at the same time as this Declaration. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the association are or may become beneficiaries of the Lessor under said lease and that such circumstance shall not and cannot be construed or considered as a breach of their duties to the Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the board of directors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Broward County, Florida.

Each present and future apartment owner, his heirs, successors and assigns and the Developer, as present owner of all of the apartments and condominium property, shall be bound by said recreational facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to (a) subjecting all his right, title, and interest in his apartment, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee; (c) covenanting and promising to perform each

and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. The provisions of this .3 shall be deemed to be declared a covenant running with the land of the condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated. Said lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security" which provides for liens on the leasehold interest of the lessee in the leasehold facilities, on the assets of the Association, and on the condominium property running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the lessee of each and every of the lessee's obligations thereunder. The acts of the board of directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions, and amendments thereof which the board of directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment owner for all purposes provided in said recreational facility lease to do and perform each and every act and thing required of apartment owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said recreational facility lease. Whenever any of the provisions of said recreational facility lease and this Declaration shall be in conflict, the provisions of said recreational facility lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the recreational facility lease are hereby declared to be common expenses. Each apartment owner shall have the right to use, occupy and enjoy the recreational facilities through the Association, as lessee, subject to all of the provisions of said recreational facility lease, this Declaration, the By-Laws, and such rules and regulations which the Association and/or others may from time to time adopt.

.4 Other leased facilities. The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational 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 unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses.

.5 Apartment Building. The condominium consists of one apartment building designated as such upon the plot plan, which is Exhibit B, and more particularly described in Section 4. Such apartment building has been constructed substantially in accordance with such plan as shown on the several sheets of said Exhibit B.

.6 Other improvements. The Condominium includes automobile parking areas, 16 guest parking spaces, and storage spaces located substantially as shown upon the plot plan which is Exhibit B, and which are part of the Common Elements.

.7 Apartments – Boundaries. Each apartment is composed of the apartment, less that portion of the basic building structure lying within each apartment's maximum dimensions shown on the Plan, which is Exhibit B, attached hereto.

The boundary lines of each apartment are the unfinished surfaces of ceilings and floors, perimeter walls and any interior walls that are shown within the maximum limits of each apartment that is shaded on the Plan (Exhibit B) and described as Common Elements.

All spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the perimeter walls, floors, bearing columns, bearing walls and bearing partitions, and above the undecorated or unfinished inner surfaces of the ceilings of each apartment, as well as all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to the apartments and to Common Elements, constitute part of the Common Elements.

.8 Easement for Unintentional and Non-Negligent Encroachments. If an apartment shall encroach upon any common element or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any apartment by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element to the extent of such encroachment, shall exist so long as such encroachment shall exist.

.9 Amendment of Plans and Completion of Improvements.

(a) Alteration of Plans. The Developer has reserved the right to change the location and exterior design of the apartment building and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment building or improvements, as the case may be, shall be completed. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment of this Declaration.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of plans by Developer need be signed and acknowledged only by the Developer and mortgagees who may be affected by such change and need not be approved by the Association, apartment owners, or other lienors, or any other person whomsoever.

4. Apartment Building.

.1 Plans. The building consists of twelve floors and a penthouse floor, which are more particularly described upon Exhibit B which is attached hereto and which correctly represents the matters therein contained.

.2 Apartments. The Apartments in the building are identified and briefly described as follows:

Each apartment is identified by specific numerical designation on the Plan attached to this Declaration as Exhibit B and no apartment bears the same designation as any other apartment.

Those apartments designated with the numerical suffix -03,-04,-05,-06,-09,-10,-11 and -12 are two bedrooms, two bath apartments; and those designated with the numerical suffix -01,-02,-07 and -08 are one bedroom, one bath apartments.

The numerical prefix 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 designates the floor on which each such apartment is located. The prefix PH designates the penthouse floor.

The locations and dimensions of said apartments are more particularly described upon the Plan which is attached to the Declaration as Exhibit B. The recreation room is designated as such on the Plan (Exhibit B), and is located on the first floor and is part of the Common Elements.

The locations and dimensions of automobile parking spaces and of storage spaces are more particularly described upon the Plan which is attached hereto as Exhibit B and designated by number shown thereon, the loading zone being designated as such.

.3 Appurtenances to apartments. The appurtenances to said apartment include certain shares and interests in the condominium property, including but not limited to the following items which are appurtenant to the several apartments as indicated:

(a) Common elements and common surplus.

An undivided .005125 share to each apartment with the numerical suffix -01, -02, -07, and -08;

An undivided .007 share to each apartment with the numerical suffix -03, -04, -09, and -10.

An undivided .0075 share to each apartment with the numerical suffix -05, -06, -11 and -12.

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association including but not limited to the Association's leasehold interest in adjoining lands and recreational facilities.

(c) Other common elements.

Automobile Parking Spaces. The location and dimensions of automobile parking spaces are as more particularly described upon the Plan which is attached hereto as Exhibit B, and are each identified numerically on such Plan. One such parking space shall be assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for each automobile. The initial assignment of each parking space shall be made by the Developer. Subsequent assignments may be made by each apartment owner, or by operation of law, to any other apartment owner in an exchange of spaces or the sale or transfer of an apartment, provided an apartment always has an assigned parking space. Every assignment and re-assignment of a parking space shall be evidenced by a certificate issued by the Association, and such certificate shall be transferable only upon the books and records of the Association and not upon the Public Records of Broward County.

Storage Space. The common elements include storage spaces more particularly described upon the Plan which is Exhibit B attached hereto, and each is identified numerically on such Plan. The assignment, re-assignment, transfer, and manner of evidencing the same shall be the same as above provided with respect to Automobile Parking Spaces; provided that any storage spaces remaining after the assignment of at least one space to the exclusive use of each apartment may be assigned from time to time and for such length of time as the Board of Directors may deem reasonable.

.4 Common Expenses. Each apartment owner shall be liable for a proportionate share of common expenses, such share being the same as the undivided share in the common elements which is appurtenant to his apartment.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. There shall be no material alterations or substantial additions to the Common Elements or association real property by the Association, except as authorized by the Board of Directors; provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of at least sixty-six percent (66%) of the total voting interests, whether in person, by proxy, or by written consent. The cost of such material alteration or substantial addition shall be a common expense and so assessed. Necessary maintenance of the Common Elements or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors.

.2 Reserved for Amendment

.3 Apartments.

(a) By Association. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(1) All portions of an apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, loadbearing columns, and loadbearing walls, but shall not include screening, windows, exterior doors, glass, and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

(b) By the Apartment Owner. The responsibility of the apartment owner shall include:

(1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring,

electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(2) No Unit Owner shall make any addition, alteration, or improvement in or to, or remove any portion of, the Common Elements or Limited Common Elements, or make any change to the physical appearance of the exterior of the building or portion of the condominium property maintained by the Association, without the prior written consent of the Board of Directors. No Owner may make or permit the making of any modifications or alterations to any portion of the Unit visible from the exterior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. No Unit Owner shall make any structural, mechanical, electrical, or plumbing addition, alteration, or improvement in or to the Unit without the prior written consent of the Board of Directors. "Structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency. Any and all requests for electrical, mechanical, plumbing and structural additions, alterations, or improvements must be submitted with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). If a balcony door is replaced, it must be replaced either with a solid wooden door identical to the original door, or with a full glass door made of metal with a metal frame. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request and all sealed plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Association, through action of the President, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection, or otherwise. A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed for such Owner, and the Owner's heirs, personal representatives, successors and assigns, as appropriate, to defend, hold the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement, protection and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. The Association may require the Unit Owner to execute and record a Covenant reflecting the provisions in this Section and such additional provisions as the Board may deem appropriate. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in the surrounding neighborhood, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the

Board may reasonably adopt in reaching its decision. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board. If a Unit Owner makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations, or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.3, and which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to his apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

.1 Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus in the same proportion as the share in the common elements appurtenant to such apartment, as set forth in 4.3(a), but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

.2 Reserved for Amendment.

.3 Payments. Agreements and installments thereon paid on or before 5 days after the day when the same shall become due, shall not bear interest but all sums not paid on or before 5 days when due shall bear interest at the rate of 10 per

cent per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before 30 days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as was so originally assessed.

.4 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

7. Association. The operation of the condominium shall be by NASSAU HOUSE ASSOCIATION, INC., a non-profit corporation, organized pursuant to Section 711.12, Florida Statutes, and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is attached as Exhibit D and made a part hereof.

.1 Powers. The Association shall have all of the powers and duties reasonable necessary to operate the condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other

recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the board of directors or the membership of the Association.

.2 By-Laws. The By-Laws of the Association are as set forth in Exhibit E attached hereto and made a part hereof.

.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. In the case of insurance policies covering damage to the Apartment building and its appurtenances, the kind of such policies and the insurance companies issuing the same shall be subject to the approval of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

.2 Coverage.

(a) Casualty. The building and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and

excavation costs, as determined by the board of directors of the Association. Such coverage shall afford protection against:

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

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

(b) Public Liability. In such amounts and such coverage as may be required by the board of directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

.3 Premiums. Premiums for insurance shall be common expense and shall be paid by the Association from funds received from assessments for common expense.

.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Broward County, Florida, and possessing trust powers, as may from time to time be approved by the board of directors of the Association, which trustee is herein referred to as "Insurance Trustee"; provided however, that the foregoing right of the board of directors to select the Insurance Trustee shall be subject to the approval of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares, need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements – an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

(1) When the building is to be restored – for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the board of directors of the Association.

(2) When the building is not to be restored – for the owners of apartments in such building in undivided shares being the same as their respective shares in the common elements thereof.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as in 9.1 (b) (1) provided that no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

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

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

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

.6 Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payment of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9. Reconstruction or Repair after Casualty.

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

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty 75 per cent of the apartment owners and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments, agree, in writing, that the same shall not be reconstructed or repaired.

(b) Apartment Building.

(1) Partial Destruction. If the damaged improvement is an apartment building and less than 90 per cent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is an apartment building and 90 per cent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 75 per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of directors of the Association and if the damaged property is the apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

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

.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

.5 Assessments for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(b) Apartments. Assessments shall be made against the apartment owners who own the damaged apartments in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments.

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

(a) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of

such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

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

(2) Association – Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus fund to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further

provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium and may not be amended without the prior written approval of the Developer until January 1<sup>st</sup>, 2028.

.1 Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, all members of which shall be over the age of 16, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the developer, no apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of 10 and 14 to show the changes in the apartment or residential living unit to be affected thereby.

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

.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

.4 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or apartment. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartments it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.

.5 Leasing. After approval of the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family at least 16 years of age, his servants and guests and the term of the lease is not less than 4 months nor more than one year, and each unit owner shall be limited to leasing his or her apartment only once during his entire period of ownership. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner.

.6 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the Association.

.7 Proviso. Provided, however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor their use of the condominium shall interfere with the completion of the improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

.1 Transfers Subject to Approval.

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

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.

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

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

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

(a) Notice to Association.

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

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

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

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

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the public records of Broward County, Florida.

(2) Lease. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the Lessor.

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records of Broward County, Florida.

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

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

(a) Sale. If the proposed transaction is a sale the Association may disapprove the same and so advise the apartment owner. If the notice of sale given by the apartment owner shall so demand, then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchase, or within 30 days after the determination of the sale price if such is by arbitration, or within 15 days after the apartment owner furnishes the purchaser an abstract of title continued to a current date and reflecting a good and insurable or marketable title, whichever is the later.

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

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

(c) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days following the determination of the sale price or within 15 days after the apartment owner furnishes the purchaser an abstract of title continued to a current date and reflecting a good and insurable or marketable title, whichever is later.

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

.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association or the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title in lieu of or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer, or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

.6 Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space assigned to it and no parking space may be leased separate from the apartment to which it was assigned, except to another apartment owner. A lease of an apartment need not include the rights appurtenant to it to use the recreational facilities, provided, that such rights not so leased must be retained by the lessor and not separately leased or assigned.

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

.8 Notice of Lien or Suit.

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

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

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

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

.1 Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

.2 Limitation. If at any one time the Association be the owner or agreed purchaser of 5 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

.3 Rights of Developer. Notwithstanding anything herein to the contrary, until January 31<sup>st</sup>, 1972 or the earlier completion and sale of all apartments in NASSAU HOUSE CONDOMINIUM APARTMENTS, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

13. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto and said documents and rules and regulations as they may be amended from time to time and, with regard to the use of the recreational facilities, subject to the terms of the recreational facility lease as well. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act;

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, 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 fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in any such action unless the court first expressly finds that the Association acted in bad faith.

.3 No Waiver of Rights. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other

provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

.4 Fines. In addition to the remedies available elsewhere in this Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association (hereinafter Governing Documents), the Association may levy fines against an Apartment for the failure of the Owner of the Apartment or the Owner's family, or the occupant, licensee, invitee, or guest of any of the foregoing, to comply with any provision of Chapter 718, Florida Statutes (hereinafter Condominium Act), or the Governing Documents, all as same may be amended from time to time. The procedure for levying fines is as follows:

(a) Covenant Enforcement Committee. The Board of Directors shall appoint a Covenant Enforcement Committee (hereinafter Committee) which shall be charged with determining whether a fine should be levied for a violation of any of the provisions of the Governing Documents, or Condominium Act. In the event the Board believes a violation has occurred or is occurring, it may thereupon provide written notice to the person(s) alleged to be in violation, and the Owner of the Apartment which that person occupies or occupied at the time the violation was committed, if that person is not the Owner, of the opportunity for a hearing before the Committee as provided below. The notice shall also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.

(b) Hearing. The Committee shall hold a hearing, after the Board provides the person(s) alleged to be in violation, and the Owner of the Apartment which that person occupies or occupied at the time the violation was committed, if that person is not the Owner, with reasonable notice of not less than fourteen (14) days stating the date, time and place of the hearing, the provisions of the Governing Documents or Condominium Act which have been violated and a short and plain statement of the matters asserted by the Board. The Committee shall hear any defense to the charges of the Board, including any witnesses that the alleged violator, the Owner, or the Board may produce.

(c) Evidence. Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. Failure of the person(s) alleged to be in violation, and the Owner of the Apartment which that person occupies or occupied at the time the violation was committed, if that person is not the Owner, to attend the hearing shall be deemed an admission of the violation. If the Committee determines there is not sufficient evidence of a violation, the matter shall be ended and no fine shall be levied. If the Committee determines that there is sufficient evidence of a violation, the Committee shall forward its findings, conclusions and recommendations to the Board of Directors. Based upon such Committee findings, conclusions and recommendations, the Board of Directors may levy a fine for each violation in the amount provided herein. In the event the Board

of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the Owner, if the violator is not the Owner, advising the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The Owner shall be jointly and severally liable with the violator for payment of all fines.

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

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

14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

.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 considered.

.2 Resolution. An amendment may be proposed by either the board of directors or by 20 per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than 75 per cent of the members of the Association. Members not present at the meetings considering the amendment may express their approval, in writing, given before such meeting or within the calendar month following the month in which such meeting was held.

.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public record of Broward County, Florida.

.4 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the common elements and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owner of all mortgages upon apartments in the condominium shall join in the execution of the amendment; nor shall an amendment of this Declaration or of the By-Laws make any

changes in the provisions thereof in any way dealing with or relating to the recreational facility lease unless the Lessor under said lease shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer, unless the Developer shall join in the execution of such amendment.

.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Broward County, Florida.

15. Termination. The condominium may be terminated in the following manner:

.1 By Statute. As provided by the Condominium Act.

.2 Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

.3 By Agreement.

(a) Unanimous Agreement. The condominium may be terminated at any time by the unanimous agreement, in writing, of all of the owners and by all record owners of mortgages owned by a bank, life insurance company or savings and loan association and by the Lessor under the recreational facility lease. Such agreement shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the unanimous agreement to terminate, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

(b) Less Than Unanimous Agreement. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and less than all but at least 75 per cent of the members, with the consent of their respective mortgagees and the Lessor under the recreational lease, within 60 days of such meeting, agree to terminate, then the Association and the approving owners shall have an option to buy all of the apartments of the other owners for a period ending on the 120<sup>th</sup> day from the date of such meeting. Such option shall be exercised upon the following terms:

(1) Exercise of Option. The option shall be exercised by delivery or mailing by certified or registered mail to each of the record owners of the

apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price of each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the purchaser .

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within 30 days following the determination of the sale price, or within 15 days after seller furnishes the purchaser an abstract of title reflecting a good and insurable or marketable title, whichever is later.

.4 General Provisions. Upon termination of the condominium the mortgagor and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the condominium shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

.5 Amendment. This section 15 may only be amended in accordance with the provisions of 14.3 and 14.4.

16. Provisions Pertaining to Developer. The developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

17. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other

provision of this Declaration , the By-Laws, the rules and regulations of the Association, the recreational facility lease, and any exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 30<sup>th</sup> day of October, 1967.

Witnesses:

Anthony De Cesare  
Jandra de Cesare

NASSAU SALES CORPORATION

By: [Signature]  
President

Attest: [Signature]  
Secretary

FTL\_DB: 941625\_1



EXHIBIT A TO THE DECLARATION  
OF  
NASSAU HOUSE CONDOMINIUM APARTMENTS.

LEGAL DESCRIPTION OF THE LANDS INVOLVED:

That portion of

The Northwest quarter (NW/4) of the Southeast quarter (SE/4) of Section Thirty-One (31), Township Forty-Eight (48) South, Range Forty-Three (43) East, lying between Riverside Drive and State Road A-1-A, LESS: the South Three Hundred Forty Five (345') feet thereof and LESS: that portion thereof lying North of the South boundary of the plat of SURPSIDE VILLAS, as recorded in Plat Book 26 at Page 43 of the Public Records of Broward County, Florida;

AND

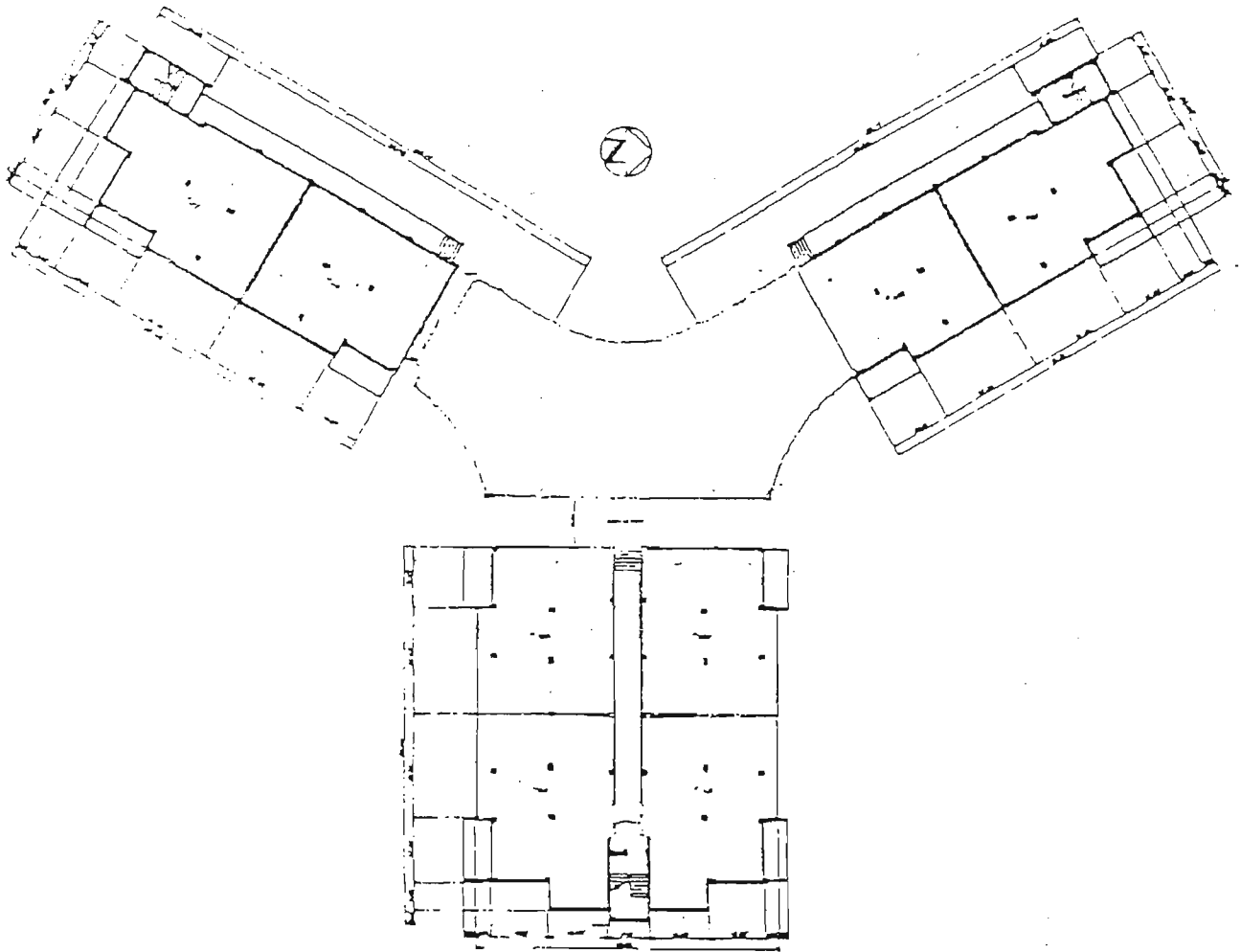
That portion of Block Four (4), of the plat of POMPANO BEACH, as recorded in Plat Book 2 at page 93 of the Public Records of Palm Beach County, Florida, lying Westerly of State Road A-1-A and lying Southerly of the Easterly prolongation of the South boundary of the aforementioned plat of SURPSIDE VILLAS,

LESS AND EXCEPT THEREFROM:

The following described parcel of land:

BEGIN at the intersection of the Westerly right-of-way line of State Road A-1-A with the line that is parallel with and Three Hundred Forty Five feet (345.00') North of, as measured at right angles to, the South line of the Southwest quarter (SW/4) of the Northwest quarter (NW/4) of the Southeast quarter (SE/4) of said Section Thirty One (31) and run Westerly along said line that is parallel with and Three Hundred Forty Five feet (345.00') North of the said South line of the Southwest quarter (SW/4) of the Northwest quarter (NW/4) of the Southeast quarter (SE/4) of Section Thirty One (31) for One Hundred Ninety Two feet (192.00'); THENCE 123 degrees 22 minutes 24 seconds to the right and run Northeasterly for One Hundred Thirty Nine and 50/100 feet (139.50'); THENCE deflect 56 degrees 37 minutes 36 seconds to the right and run Easterly along a line parallel with and Four Hundred Sixty One and 50/100 feet (461.50') North of, as measured at right angles to, the aforementioned South line of the Southwest quarter (SW/4) of the Northwest quarter (NW/4) of the Southeast quarter (SE/4) of Section Thirty One (31) for One Hundred Thirty Six feet (136.00'); THENCE run Southerly along the aforementioned Westerly right-of-way line of State Road A-1-A for One Hundred Eighteen and 36/100 feet (118.36') to the POINT OF BEGINNING, lying and being in Broward County, Florida.

FIRST FLOOR



APT. A

ONE BEDROOM

APARTMENT

NASSAU HOUSE  
Condominium Apartments  
301 N. OCEAN DRIVE  
POMPANO BEACH, FLA.  
33062

BALCONY

LIVING ROOM  
13' x 24'

BEDROOM  
11'6" x 15'6"

DINING AREA

KITCHEN

DISH WASH

FOYER

WALK IN CLOSET

CLOSET

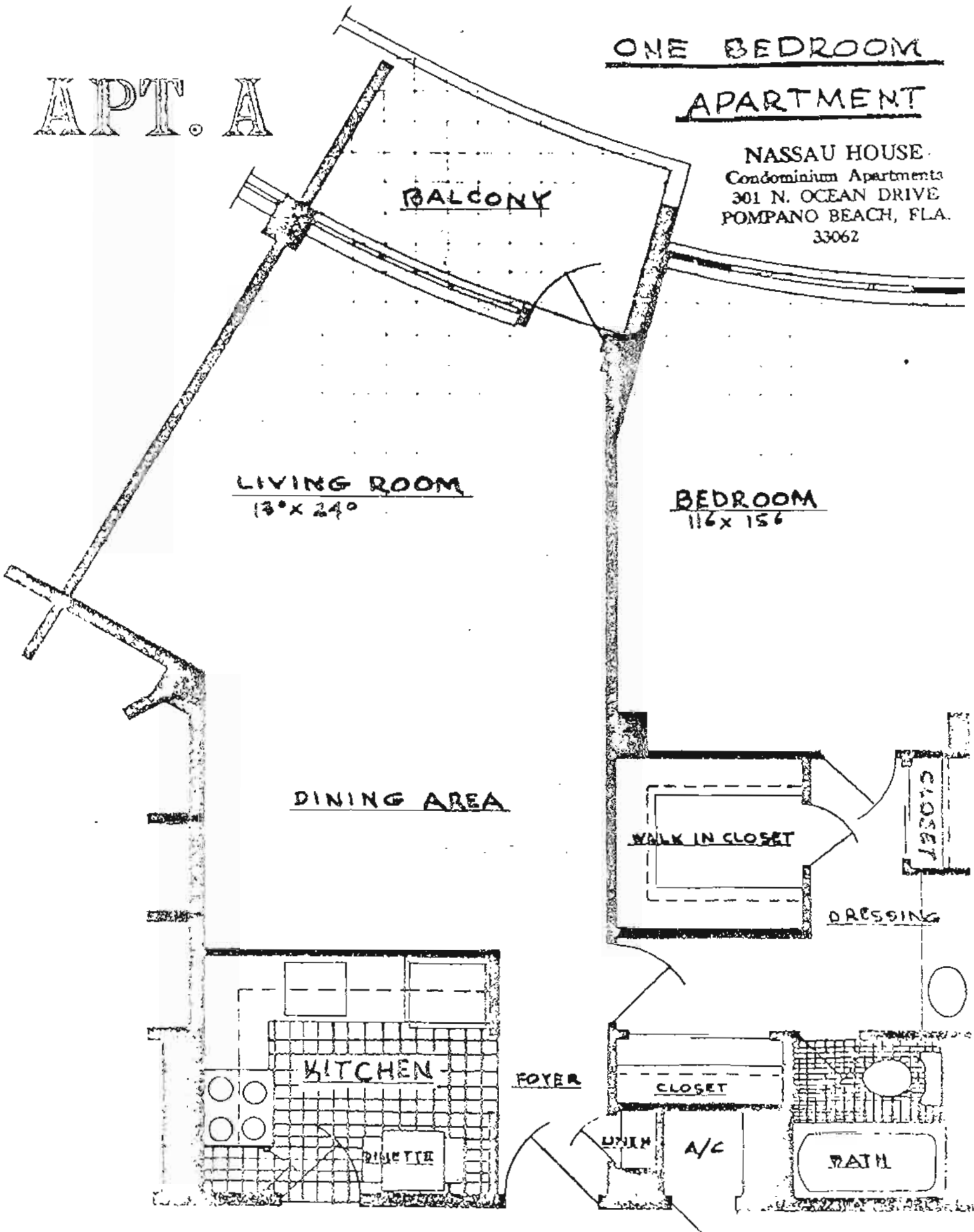
DRESSING

CLOSET

WASH

A/C

BATH



TWO BEDROOM APARTMENT

BALCONY

LIVING ROOM  
13' x 26'

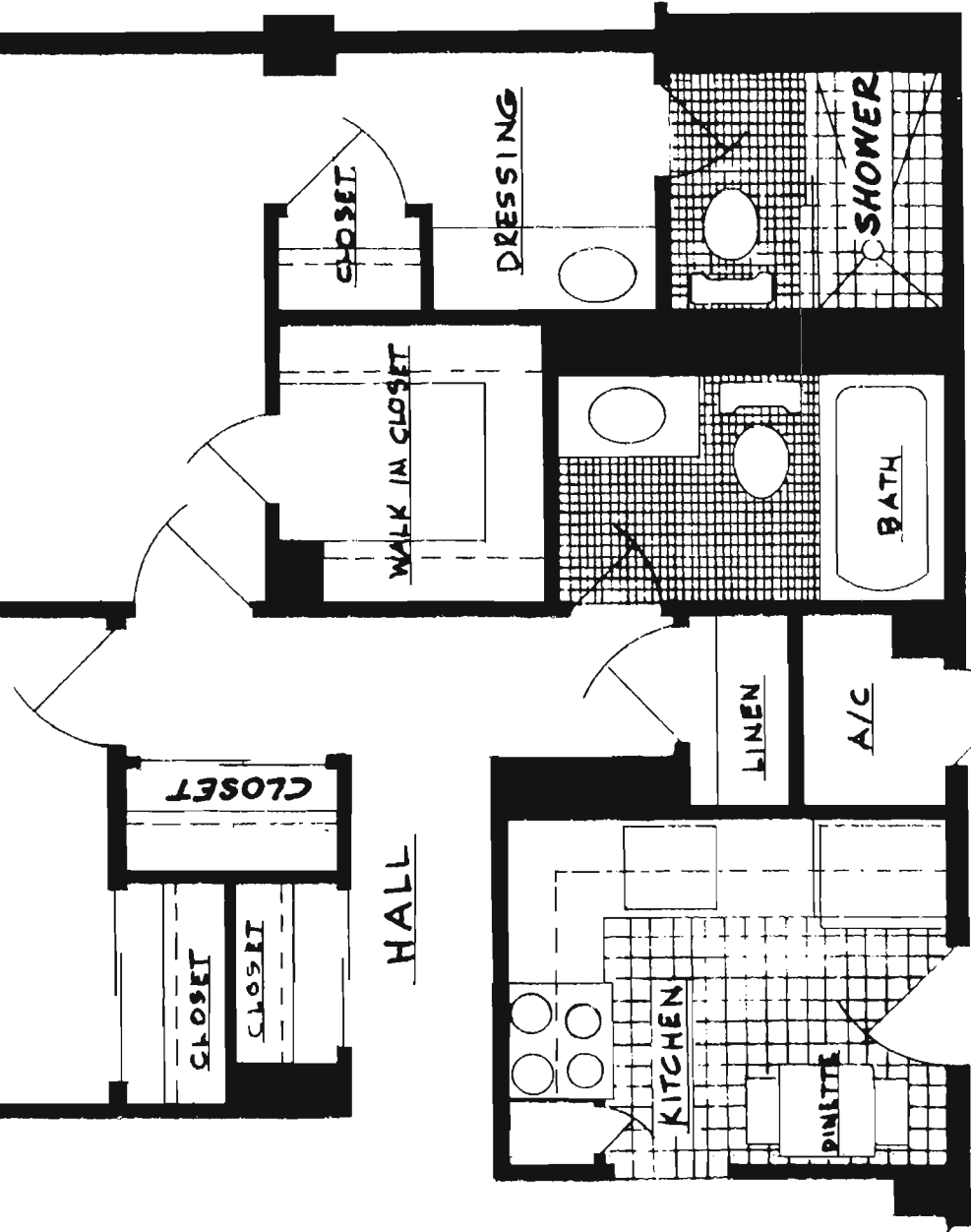
BEDROOM  
10'4" x 12'

MASTER BEDROOM  
12' x 15'

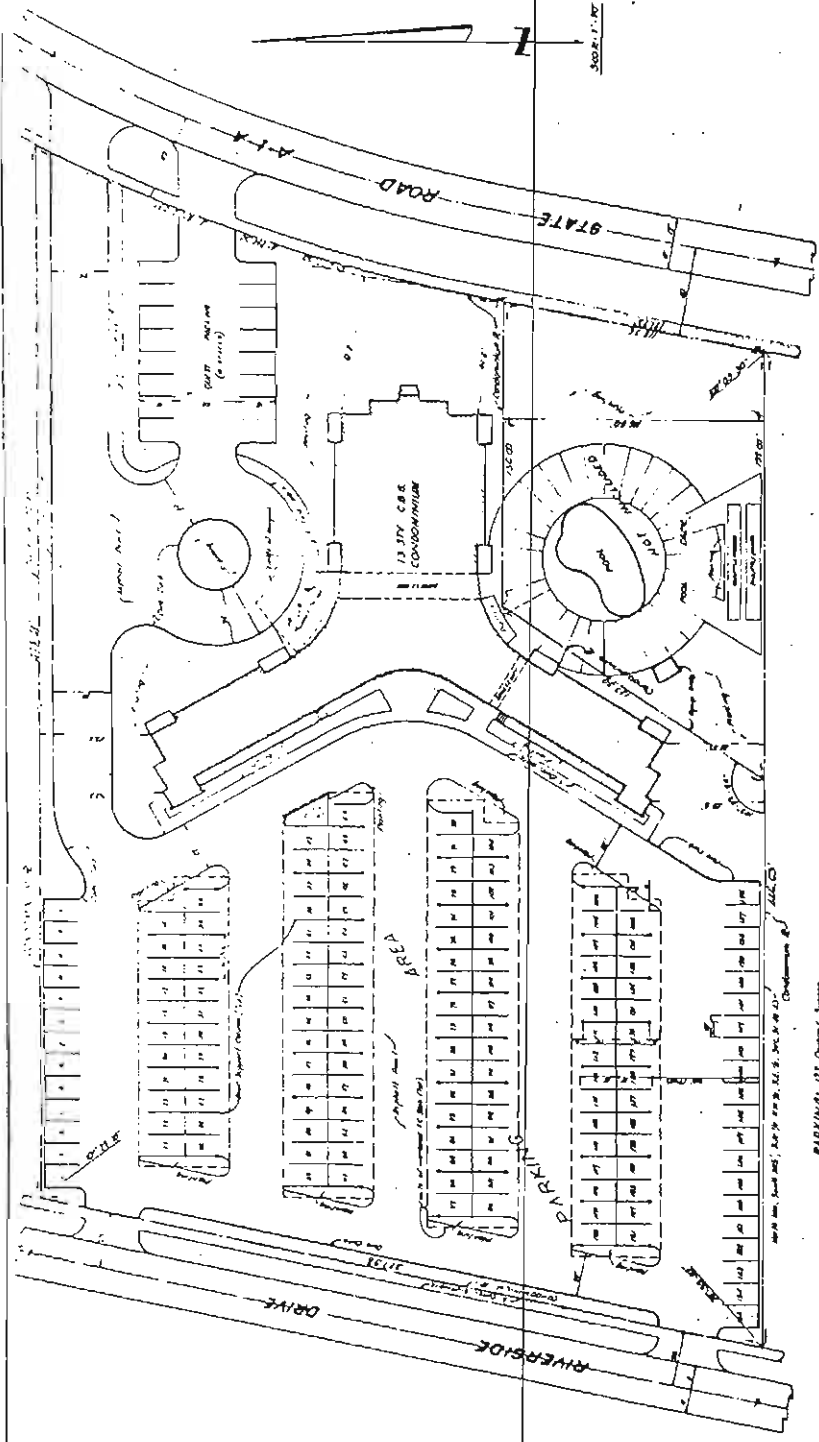
**APT. B**

NASSAU HOUSE  
Condominium Apartments  
301 N. OCEAN DRIVE  
POMPANO BEACH, FLA.  
33062

DINING AREA





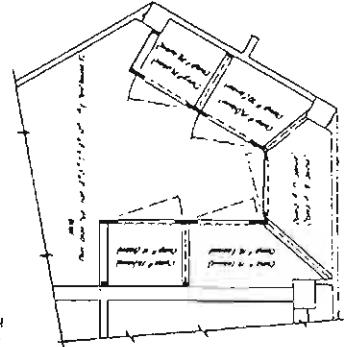


**SITE PLAN**

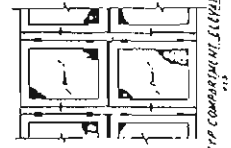
*Nassau House*  
CONDOMINIUM APARTMENTS

50' HORIZ. SCALE

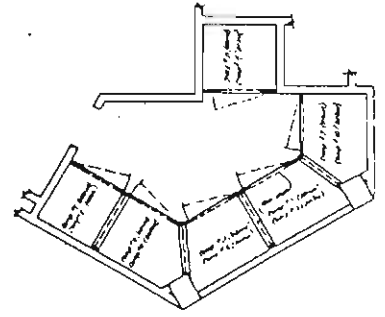
PARKING: 177 Covered Spaces  
13 Uncovered Spaces  
16 Guest Spaces  
777 Total Spaces Proposed



PLAN - TENANT STORAGE AREA (NORTH SIDE)



CONDOMINIUM ELEVATOR



PLAN - TENANT STORAGE AREA (SOUTH SIDE)

1. This plan shows the proposed layout of the storage areas for the Nassau House Condominium Apartments. The storage areas are located on the north and south sides of the building. The north side storage area is 10' x 10' and the south side storage area is 10' x 10'. The elevator is located in the center of the building. The parking spaces are located in the center of the building. The pool and closet are located in the center of the building. The P.C.B.E. area is located to the left of the building. The site is bounded by State Road to the north and Riverside Drive to the south.

LEGAL DESCRIPTION OF THE LAND:

The land shown on this plan is situated in the City of Nassau, State of Florida, and is more particularly described as follows: ...

STATEMENT OF OWNERS:

I, *John P. ...* do hereby certify that the above is a true and correct copy of the original plan as filed in my office on this *...* day of *...* 19*...*

EXHIBIT B

STATE OF FLORIDA  
SHERIFF - *...*

# State of Florida



## Department of State

I certify from the records of this office that

NASSAU HOUSE ASSOCIATION, INC.

is a corporation organized under the laws of the State of Florida

filed on OCTOBER 26, 1967.

The document number of this corporation is 713525.

I further certify that said corporation has paid all fees due this office through December 31, 1987, and its status is active.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
10TH day of JUNE, 1987.



A handwritten signature in ink, appearing to read "George Firestone".

George Firestone  
Secretary of State

CR2E022 (10-85)

CR2E027 (9-85)

**EXHIBIT E**

**TO THE DECLARATION OF CONDOMINIUM OF**

**NASSAU HOUSE CONDOMINIUM APARTMENTS**

---

**BY-LAWS OF**

**NASSAU HOUSE ASSOCIATION, INC.**

**A CONDOMINIUM CORPORATION**

---

1. Identity. These are the By-Laws of NASSAU HOUSE ASSOCIATION, INC., herein called the "Association", a non-profit Florida Corporation, organized pursuant to Chapter 617, Florida Statutes, 1965, and Section 711.12, Florida Statutes, 1965, for the purpose of administering NASSAU HOUSE CONDOMINIUM APARTMENTS, a condominium of lands lying and being situate in Broward County, Florida.

.1 Office. The office of the Association shall be at 301 North Ocean Boulevard, Pompano Beach, Florida.

.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Members.

.1 Qualification. The members of the Association shall consist of all of the record owners of apartments.

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

.3 Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment owned by them.

.4 Designation of Voting Representative. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

.6 Restraint Upon Assignment of Shares in Assets. 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 apartment.

### 3. Members' Meetings.

.1 Annual Members' Meeting. The annual members' meeting shall be held at a time and place designated by the board of directors, on the fourth Wednesday of January of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by agreement of 75% of the members, in writing.

.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the board of directors and must be called by such directors upon receipt of a written request from members entitled to cast 75 per cent of the votes of the entire membership.

.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than 10 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid at all meetings not attended by the member in person unless expressly restricted to a particular meeting or revoked by a written revocation filed with the Secretary.

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

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

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

.8 Proviso. Provided, however, that until the Developer of the condominium has completed and sold all of the apartments in the Condominium, or until December 31, 1970, whichever shall first occur, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the original Board of Directors.

#### 4. Board of Directors.

.1 Membership. The affairs of the Association shall be managed by a board of 5 directors. After the Developer has completed and sold all of the apartments in the Condominium or after December 31, 1970, whichever shall first occur, each director shall be a person entitled to cast a vote in the Association.

.2 Designation of Directors.

(a) The Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(b) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Any director may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(d) Provided, however, that until the Developer of the condominium has completed and sold all of the apartments of NASSAU HOUSE CONDOMINIUM APARTMENTS or until December 31, 1970, whichever shall first occur, all directors shall be designated by the Developer and need not be owners of apartments in the condominium and may not be removed by members as elsewhere provided.

.3 Term. Directors shall serve staggered terms of two (2) years. At the first election subsequent to the effective date of this amendment, the three (3) Directors receiving the highest number of votes shall serve for a term of two (2) years and the two (2) Directors receiving the next highest number of votes shall serve for a term of one (1) year. Thereafter, all Directors shall serve for a term of two (2) years. The term of each director's service shall extend thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4 Organization Meeting. The organization meeting of a newly elected board of directors shall be held within 15 days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

.5 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting.

.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of two-fifths of the directors. Not less than 3 days' notice of the meeting shall be given personally or

by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Declaration of Condominium or these By-Laws.

.9 Adjourned Meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.11 Presiding Officer. The presiding officer of director's meetings shall be the President. In the absence of the President the directors present shall designate one of their number to preside.

.12 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, directors designated by the Developer shall never under any circumstances be entitled to directors' fees.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.

.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

.3 Maintain. To maintain, repair, replace and operate the condominium property.

.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium. Rules and regulations of the Association, until amended, shall be as set forth in Exhibit A attached hereto.

.7 Approve. To approve or disapprove of the transfer, mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

.8 Management Contract. To contract for management of the condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the board of directors or the membership of the Association.

.9 Acquire Interests. To acquire and enter into agreements whereby it acquires leaseholds, memberships, 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 and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

.10 Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws, and the regulations for the use of the property in the condominium.

.11 Purchase Apartments. To purchase apartments in NASSAU HOUSE CONDOMINIUM APARTMENTS, subject to the provisions of the Declaration of Condominium.

## 6. Officers

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

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

office of the president of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all board and members' meetings.

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

.4 Secretary. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

.6 Compensation. The compensation of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

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

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

.1 Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

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

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

.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.

.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1, preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1<sup>st</sup> day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the board of directors. Until the first annual assessment shall be determined by the board of directors of the Association, assessments shall be fixed by the Developer.

.4 Depository. The depository of the Association will be such banks and/or savings and loan associations in Broward County, Florida as may be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

.5 Fidelity Bonds. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

8. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

9. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

10. Recreational Facility Lease.. Simultaneously with the adoption of these By-Laws and the execution of the Declaration, the Association, as lessee, through its original board of directors and officers, for the recreation, enjoyment, use and other benefit of the apartment owners has acquired a long-term leasehold interest in and to recreational facilities not upon the lands of the condominium. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the Association are beneficiaries or otherwise related to the Lessor under said Lease and that such circumstances shall not and cannot be construed or considered as a breach of their duties to this Association nor considered as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in the Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the board of directors of the Association and by the Lessor with the formality required for deeds and duly filed amount the Public Records of Broward County, Florida. Each present and future apartment owner, his heirs, successors and assigns, and the Developer, as present owner of all of the apartments and condominium property, shall be bound by said recreational facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to (a) subjecting all his right, title and interest in his apartment, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as Lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved are reasonable; and, (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association.

The provisions of this 10 shall be deemed to be declared a covenant running with the land of the condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in the Declaration created be sooner terminated. Said recreational facility

lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security", which provides for liens on the leasehold interest of the lessee in the recreational facilities, on the assets of the Association, and on the condominium property running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the lessee of each and every of the lessee's obligation thereunder. The acts of the board of directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions and amendments thereof which the board of directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment owner for all purposes provided in said recreational facility lease to do and perform each and every act and thing required of apartment owners in said lease, and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said recreational facility lease. Whenever any of the provisions of any management agreement, recreational facility lease and these By-Laws shall be in conflict, the provisions of said recreational facility lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the recreational facility lease is a common expense. Each apartment owner shall have the right to use, occupy and enjoy the recreational facilities through the Association, as lessee, subject to all of the provisions of said recreational facility lease, the Declaration, these By-Laws, and such rules and regulations which the Association and/or others may from time to time adopt.

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