

Prepared by and Return to:  
Jonathan A. Yellin, Esq.  
Pollakoff Backer, LLP  
400 S. Dixie Highway, Suite 420  
Boca Raton, Florida 33432

**CERTIFICATE OF AMENDMENT to the**  
**DECLARATIONS OF CONDOMINIUM,**  
**ARTICLES OF INCORPORATION and BYLAWS for**  
**MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC. is a multi-condominium association responsible for administering the affairs MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE I, Recorded in Book 5597, Page 302, MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE II, Recorded in Book 5806, Page 440 and MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE III, Recorded in Book 6023, Page 454 of the official records of Broward County, Florida, and as subsequently amended.

WHEREAS, pursuant to the method of amendment required in Article VII of the Declarations of Condominium, at a special meeting on November 2, 2023, a majority of the Board of Directors and two-thirds of the membership of MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE I, MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE II, and MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE III did vote to approve the **AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF CONDOMINIUM**, attached hereto as Exhibit A;

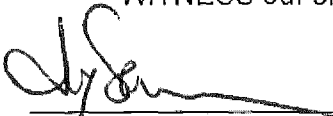
WHEREAS, pursuant to the method of amendment required in Article XI of the Articles of Incorporation, at a special meeting on November 2, 2023, a majority of the Board of Directors and two-thirds of the membership of MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE I, MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE II, and MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE III did vote to approve the **AMENDED AND RESTATED ARTICLES OF INCORPORATION**, attached hereto as Exhibit B;

WHEREAS, pursuant to the method of amendment required in Article X of the Bylaws, at a special meeting on November 2, 2023, a majority of the Board of Directors and two-thirds of the membership of MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE I, MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE II, and


MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE III did vote to approve the **AMENDED AND RESTATED BYLAWS**, attached hereto as Exhibit C;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC. does hereby record AMENDED, RESTATED and CONSOLIDATED DECLARATIONS OF CONDOMINIUM (Exhibit A), ARTICLES OF INCORPORATION (Exhibit B) and BYLAWS (Exhibit C) as reflected in the attached exhibits, thereby superseding and replacing any prior recorded governing documents and amendments, in accordance with the requirements of the governing documents and Florida Statutes, Chapter 718.

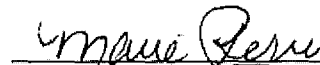
WITNESS our signature this 10 day of November 2023 in Broward County, Florida.

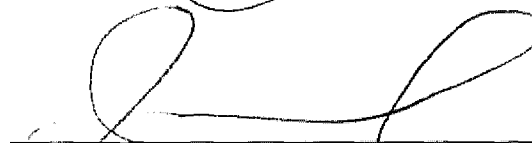
  
\_\_\_\_\_  
Sign Witness #1

Jennifer Schavone  
\_\_\_\_\_  
Print Witness #1

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

KEITH BACKER  
\_\_\_\_\_  
Print Witness #2

  
\_\_\_\_\_  
By: Marie Perry, President

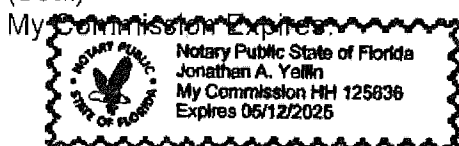
  
\_\_\_\_\_  
By: Susan Mandel, Secretary

STATE OF FLORIDA :  
: ss  
COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **MARIE PERRY** and **SUSAN MANDEL**, well known to me to be the President and Secretary of **MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**, and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

Dated at Broward County, Florida this 10 day of NOV, 2023.

(Seal)



  
\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

Record and return to:  
Jonathan A. Yellin, Esq.  
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**AMENDED, RESTATED AND CONSOLIDATED  
DECLARATIONS OF CONDOMINIUM FOR**

**MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE I, BK 5597, PG 302**  
**MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE II, BK 5806, PG 440**  
**MAJESTIC VIEW CONDOMINIUM NUMBER ONE - PHASE III, BK 6023, PG 454**

NOTE: **This document is a SUBSTANTIAL REWORDING** of the Declarations of Condominium, recorded in the Public Records of Broward County, as amended, (hereinafter the "Original Declarations") for Majestic View Condominium Number One – Phase I, Book 5597, Page 302, Majestic View Condominium Number One – Phase II, Book 5806, Page 440, Majestic View Condominium Number One – Phase III, Book 6023, Page 454. **See original documents for current text.**

All references to the Exhibits or any Exhibit to the Original Declarations shall be deemed to be a reference to such Exhibit or Exhibits as amended to date and such Exhibits are deemed to be incorporated by reference herein and made a part hereof.

**1. INTRODUCTION AND SUBMISSION.**

- 1.1 The Land.** The real property comprising the condominiums located in Broward County, Florida, is more particularly described in Exhibit A-1, A-2 and A-3. The foregoing shall hereinafter be referred to as the "Land".
- 1.2 Submission Statement.** The Developer submitted the Land and all improvements thereon to the condominium form of ownership and use in

the manner provided for in the Florida Condominium Act, as defined in Section 2.1 of this Declaration.

**1.3 Name.** The name by which all three (3) condominiums shall be cumulatively identified is **MAJESTIC VIEW CONDOMINIUM** (hereinafter called the "Condominium").

**2. DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

**2.1 "Act"** means the Florida Condominium Act (Chapter 718, Florida Statutes) as it has been amended to date and as it may be amended in the future from time to time, and all references herein to the Act shall mean and refer to the Act as amended to date and as it may be amended in the future from time to time, whether or not so stated.

**2.2 "Articles" or "Articles of Incorporation"** mean the Amended and Restated Articles of Incorporation of the Association, as the same may be amended from time to time.

**2.3 "Assessment"** means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

**2.4 "Association" or "Condominium Association"** means MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation and maintenance of the Condominiums.

**2.5 "Association Property"** means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

**2.6 "Board" or "Board of Directors"** means the representative body which is responsible for administration of the Association.

**2.7 "Buildings"** means the structures situated on the Condominium Property in which the Units are located.

**2.8 "By-Laws"** mean the Amended and Restated By-Laws of the Association, as the same may be amended from time to time.

**2.9 "Committee"** means a group of Board members, Unit Owners or Board members, Unit Owners or other persons appointed by the Board or the

President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of or make recommendations to the Board.

- 2.10 "Common Elements"** means and includes the portions of the Condominium Property which are not included in the Units, as defined herein.
- 2.11 "Common Expenses"** means: (1) expenses of administration and management of the Condominium Property and Association Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property or the Association Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common Expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, social activities, road maintenance and operation expenses, and may include in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of communications services as defined in Chapter 202, Florida Statutes, information services, or internet service obtained pursuant to a bulk contract shall also be a Common Expense, but shall be allocated on a per Unit basis, and shall not include any other separate obligations of individual Unit Owners.
- 2.12 "Common Surplus"** means the amount of all receipts or revenues, including Assessments, rents or revenue collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium Parcel"** means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.14 "Condominium" or "Condominiums"** means that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, and created by virtue of the recording of the original Declarations for Majestic View Condominium Number One – Phase I, Book 5597, Page 302, Majestic View Condominium Number One – Phase II, Book 5806, Page 440 and Majestic View Condominium Number One – Phase III, Book 6023, Page 454.

- 2.15 "Condominium Property"** means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership, by virtue of the recording of the Declarations for Majestic View Condominium Number One – Phase I, Book 5597, Page 302, Majestic View Condominium Number One – Phase II, Book 5806, Page 440 and Majestic View Condominium Number One – Phase III, Book 6023, Page 454, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominiums.
- 2.16 "County"** means the County of Broward, State of Florida.
- 2.17 "Declaration" or "Declaration of Condominium"** means this instrument, as it may be amended from time to time.
- 2.18 "Developer"** means the entity identified in the Original Declarations as Developer.
- 2.19 "Improvements"** means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.20 "Legal Fees"** mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.
- 2.21 "Limited Common Elements"** means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Section 7 of this Declaration which is not located within the Unit boundaries, as defined in Section 3.4 of this Declaration, shall be Limited Common Elements.
- 2.22 "Member"** means an Owner who, or which, is a member of the Association.
- 2.23 "Unit"** means a part of the Condominium Property which is subject to exclusive ownership.
- 2.24 "Unit Owner" or "Owner of a Unit" or "Owner"** means the record owner of a Unit.

- 2.25 "Utility Services"** as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric, power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

**3. DESCRIPTION OF CONDOMINIUM.**

- 3.1 General Description.** The Condominium Property contains One Hundred Thirty (130) Units within eighteen (18) Buildings and a multipurpose building, located upon the Land and designated as Majestic View Condominium.
- 3.2 Multi-Condominium Association.** In accordance with Florida Statutes § 718.111(6), the Association shall operate the Condominiums as a single condominium for the purposes of financial matters, including budgets, assessments, accounting, recordkeeping, and similar matters. The financial operation of all Condominiums subject to this Declaration shall be consolidated such that all operational and maintenance expenses, liability in excess of insurance coverage, and surplus shall be Common Expense or Common Surplus, shared equally between and amongst all Unit Owners in all three (3) Condominiums subject to this Declaration.
- 3.3 Survey and Plot Plans of Condominium Property.** Exhibits A-1, A-2 and A-3 contain the legal descriptions, survey and plot plan of the said Land and a graphic description of the Improvements in which Units are located, and the parking and recreation areas.
- 3.4 Plans and Specifications.** The identification, location and dimensions of each Unit and the Common Elements appear in Exhibits A-1, A-2 and A-3, and describe the Units and their relative locations and approximate dimensions. For purposes of identification, each Unit has been numbered between 1 and 8, depending on the number of Units in a given Building, identified as Unit types W, X, Y or Z.
- 3.5 Unit Boundaries.** Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his or her Unit, nor shall he or she own pipes, wires, conduits or other public utility lines running through his or her Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his or her Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper down to the unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his or her Unit.

- 3.6 Terraces.** The terrace (sometimes also referred to as patio or balcony) which abuts each Unit, as depicted on Exhibit "A-1, A-2 and A-3", shall constitute a Limited Common Element for the exclusive use and benefit of the Owner of said Unit and such Owner's guests and invitees. There exists as a Common Element an easement through each Unit to perform structural maintenance and repair of each Terrace and the exterior surface of each Balcony or Terrace must be designed, furnished and maintained by the Unit Owner in accordance with the standards established by the Board of Directors. The Association shall be responsible for structural maintenance and repairs of Terraces and Balconies, while the Unit Owner shall remain responsible for maintenance of any decorative surfaces, paint, electrical outlets, light bulbs, fans, fixtures, sliding glass doors, glass or other improvements affixed thereto after initial construction. In the event that the Unit Owner has negligently maintained a Terrace / Balcony, resulting in structural damage to a Terrace / Balcony, then the Unit Owner will be liable to the Association for any repairs or maintenance expenses incurred by the Association as a result of the Unit Owner's neglect or negligence.
- 3.7 Front and Rear Yards.** Front Yards and Rear Yards are limited common elements appurtenant to each Unit. They are identified in the site plan attached as Exhibit A-1, A-2 and A-3. Unit Owners shall maintain the Front Yards and Rear Yards at their own expense. No alterations may be made without prior authorization from the Association. Nothing may be affixed, installed or planted without prior authorization from the Association.
- 3.8 Automobile Parking Areas.** Each Unit shall have two (2) parking spaces assigned and appurtenant to ownership of the Unit. Such parking spaces and any additional parking spaces assigned by the Developer or subsequently by the Association shall be Limited Common Elements appurtenant to the Unit to which assigned. Such parking spaces shall be used only by the owner of such Unit and such Owner's guest and invitees. Upon the transfer of the title to a Unit, the Limited Common Element parking spaces shall pass as an appurtenance thereto. Parking spaces which were not assigned by the Developer or the Association shall be a part of the Common Elements and their use may be regulated by the Association.
- 3.9 Easements.** Subject to the Association's authority to suspend use rights hereunder and under the Act, the following easements are hereby created (in addition to any easements created under the Act):
- (a) **Perpetual Nonexclusive Easement.** Subject to Section 18.4 of this Declaration, and any restrictions set forth in this Declaration or the Rules and Regulations, the Common Elements shall be, and the same are hereby declared to be subject to a perpetual easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all



proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.

- (b) **Air Space.** The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time.
- (c) **Utility and Other Services; Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominiums. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provisions of such utility or other services or drainage facilities or the use of these easements. Except as otherwise provided in Sections 7 and 9 of this Declaration, drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.
- (d) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (e) **Maintenance Easement.** The Association shall have an easement to enter a Unit for the maintenance, repair and replacement of the Common Elements and any other portion of the Condominium Property for which the Association is responsible under this Declaration, and to otherwise discharge the Association's rights and obligations under this Declaration. Such access to a Unit shall be with notice to the Unit Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency. The Association may require that each Owner, Tenant or Resident provide a key for emergency access.

#### 4. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.**

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as elsewhere provided herein to the contrary, the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

**5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES: VOTING RIGHTS.**

**5.1 Percentage Ownership and Shares.** Each Unit shall have, as an appurtenance thereto, an undivided 1/130 interest in the Common Expenses and Common Surplus. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and Common Surplus appurtenant to the Unit.

The Owners in MAJESTIC VIEW CONDOMINIUM NUMBER ONE – PHASE ONE shall own an equal undivided 1/53 share in the Common Elements for that condominium.

The Owners in MAJESTIC VIEW CONDOMINIUM NUMBER ONE – PHASE TWO shall own an equal undivided 1/15 share in the Common Elements for that condominium.

The Owners in MAJESTIC VIEW CONDOMINIUM NUMBER ONE – PHASE THREE shall own an equal undivided 1/63 share in the Common Elements for that condominium.

**5.2 Voting.** An Owner or Owners of a Unit shall be entitled to one (1) vote for each such Unit. The person casting such a vote is the Voting Member, to be designated in the manner set forth in the Bylaws. If a person or entity owns more than one Unit, then they may cast a vote for as many Units as is owned by the person or entity.

**5.3 Membership In Association.** Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.

**6. AMENDMENTS.** Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

- 6.1 Notice.** Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.
- 6.2 Resolution.** A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by a written petition signed by at least one-half of the Members of the Association. Except as elsewhere provided, such proposed amendment must be approved by a majority of the Units voting in person or by proxy at a meeting at which a quorum is established. Notice of any such meeting where an amendment shall be considered shall be given to Unit Owners at least fourteen (14) days prior to such meeting.
- 6.3 Proviso.**
- (a) Except as otherwise provided in this document, no amendment shall alter a Unit Owner's percentage in the Common Elements, alter the proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.
  - (b) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

**7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.**

- 7.1 Common Elements and Association Property.** Except to the extent (i) expressly provided to the contrary in this Declaration, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, as a Common Expense, for:
- (a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property, except as otherwise provided in this Declaration;
  - (b) All portions of the Buildings (except interior wall surfaces of Units) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, boundary walls of Units and roofs;

- (c) All fixtures on the exterior of the Buildings, except those installed by the Unit Owners;
- (d) The first floor foundational slab, including, but not limited to, the slabs of all terraces and balconies;
- (e) All wiring and other facilities for the furnishing of Utility Services to more than one Unit, which are contained in the portions of the Condominium described in paragraph (b) of this Section 7.1, except as provided in Section 7.3(a) below;
- (f) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;
- (g) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit, and all drain lines, excluding those drain lines for which the Unit Owner is responsible under Section 7.3(e) below;
- (h) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;
- (i) All property owned by the Association and other property contemplated by and to the extent the same is consistent with the terms hereof;
- (j) All incidental damage caused to a Unit by the Association's discharge of its responsibilities under this Section 7.1 up to a maximum of \$1,000.00 per unit (unless caused by negligent or intentional misconduct for which the Association is responsible, in which case no limitation shall apply).

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, guests or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

**7.2 Units.** All maintenance, repairs and replacements of, in or to any Unit, as defined in Section 3.4 hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit

Owner includes, but is not limited to, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, drywall enclosing any wall that is not load bearing or does not contain a common element pipe or conduit, and everything else within the boundaries of the Unit, except to the extent the Association is specifically responsible therefore under Section 7.1 above. The Unit Owner shall also maintain, repair and replace, at his, her or its sole cost and expense, all portions of any hurricane protection that the Unit Owner may install pursuant to Section 7.5 of this Declaration, upon prior written approval of the Association, including such portion of the Common Elements, if any, to which the hurricane protection is attached, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane protection if necessary or required in order for the Association to discharge its obligations hereunder.

### **7.3 Specific Unit Owner Responsibilities.**

- (a) The Unit Owner shall be responsible at their own expense for the maintenance, repair and replacement of any portions of the air-conditioning and heating systems serving only their particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines, the air conditioner water shut off valve, and all related parts, without regard to whether such items are located within the boundaries of the Units.
- (b) The Unit Owner shall be responsible at their own expense for the maintenance, repair and replacement of all exterior screens, doors (excluding painting of exterior surfaces of Unit entry doors, which shall be an Association responsibility as a Common Expense), sliding glass doors, and windows within the walls bounding the Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant to such exterior screens, doors, sliding glass doors and windows, as well as trim and caulking. Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, sliding glass doors, or windows or the framework, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Section 9 hereof.
- (c) The Unit Owner shall be responsible at their own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to their Unit.

- (d) The Unit Owner shall be responsible at their own expense for the maintenance, repair and replacement of the circuit breaker box within or serving the Unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.
- (e) The Unit Owner shall be responsible at their own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the Unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line. Plumbing lines which serve only one Unit and are located, in whole or in part, within a portion of the Building identified in Section 7.1(b) of this Declaration shall be maintained, repaired or replaced, as necessary, by the Association at the expense of the Owner of the Unit served by such drain lines.
- (f) Maintenance and upkeep of the interior surfaces and interior areas of any balcony, terrace or patio shall be the responsibility of the Owner of the Unit to which the balcony, terrace or patio is attached, but shall not include maintenance of any slab or exterior wall structure or the painting of the Building exterior. The installation of tile or any other decorative surface on the floors, walls or ceilings of the balconies, terraces or patios is prohibited.
- (g) Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (h) All maintenance, repair or replacement for which the Unit Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property, and may also adopt such other rules as the Board deems necessary and proper to regulate contractors or any other person performing work anywhere within the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

**7.4 Pest Control.** The Association shall supply pest control services for the exterior perimeter of the Building and all the Common Elements, with the cost thereof being part of the Common Expenses. If the Building must be

"tented" or otherwise treated in a manner that requires the Owners to vacate their Units, the Association shall only be responsible for the cost of the actual tenting or other treatment, and not for incidental expenses of any displaced Unit Owners. The Association may, but is not obligated to, provide pest control services for the interior of the Units as a Common Expense.

**8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.**

No portion of the Common Elements and Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of five percent (5%) of the annual budget then in effect for Common Expenses, including operating expenses and reserves, unless such additions, alteration or improvements have been approved by not less than a majority of the participating Members, present and voting, at a membership meeting at which a quorum is established, but in no event less than a majority of the entire membership, or by written agreement provided a quorum participates, or by any other means authorized by Chapters 617 or 718, Florida Statutes, as the same may be amended from time to time. Any additions, alterations or improvements to the Common Elements or Association Property (whether material or immaterial), or any part thereof, involving a Common Expense not in excess of the five percent (5%) may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly. No membership approval shall be required for the Association to remove or add trees or landscaping; paint the Condominium Property, even if the new color is substantially different than the existing paint scheme; change the roof color or style.

**9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.**

**9.1 Prohibited Alterations.** No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property.

**9.2 Consent of the Board of Directors.** No Unit Owner shall make any addition, alteration or improvement in or to the Unit or to the Limited Common Elements appurtenant to his or her Unit which is structural in nature, or which impacts or is visible from the Common Elements, including, but not limited to, any work which involves piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates, modifies or installs new electrical, plumbing, telephone or any such utility line, or which requires the issuance of a permit from a governmental or regulatory authority or agency, without the prior written

consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The Board may condition the approval on the payment of such fees and charges and the posting of such deposit as the Board deems reasonably necessary. 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, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. 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 all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, 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 and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.3(h) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

- 9.3 Additional Unit Owner Responsibility for Alterations and Additions.** Any modifications, installations, or additions made by a Unit Owner shall be the financial responsibility of the Unit Owner and his or her grantees, heirs, successors and assigns and any future Owners of the Unit, including, but not limited to, insurance, maintenance, repair, and replacement of the modifications, installations or additions, regardless of whether the



modification, installation or addition was installed by the current or a former Unit Owner. Any modifications, installations or additions made by a Unit Owner may be removed by the Association at the expense of the Owner in connection with the Association's discharge of its obligations under this Section. In such cases, if the Association advances the cost of removal and/or re-installation of such improvements, the Unit Owner who installed the alteration, addition, or improvement (and/or his or her successors in title) shall be obligated to reimburse the Association for any costs incurred by the Association in connection with the removal and/or re-installation of the alteration, addition or improvement, with said obligation being secured by a lien enforceable in the same manner as a lien for Common Expenses as provided in Section 12 herein below. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or re-installation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

**10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION: POWERS AND DUTIES.**

**10.1 Powers and Duties.** The Association shall be the entity responsible for the operation of the Condominiums. The powers and duties of the Association shall include those set forth in the Amended and Restated By-Laws and Amended and Restated Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. The Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access, and the Unit Owner shall be liable for any costs incurred by the Association in obtaining access. The Unit Owner shall be given advanced notice of any non-emergency access.
- (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer,

convey, lease, maintain, repair and replace the Common Elements and Association Property.

- (c) The power to acquire or convey title to real property and to mortgage real property;
- (d) The power to purchase Units in the Condominiums and to hold, lease, mortgage or sell a Unit so acquired,
- (e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (h) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security mortgages and security interests in property owned by the Association;
- (j) The power to adopt and amend Rules and Regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (k) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or

Association Property to any Unit Owner or other third party being granted a right to such exclusive use.

- (l) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable Rules and Regulations; and the By-Laws shall take precedence over applicable Rules and Regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominiums, consistent with the Act as amended from time to time.

**10.2 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 to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

**10.3 Restraint Upon Assignment of Shares in Assets.** The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

**10.4 Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

**10.5 Acts of the Association.** Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

**11. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR.**

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such Assessments among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Bylaws.

**12. COLLECTION OF ASSESSMENTS.**

**12.1 Liability for Assessments.** A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.

**12.2 Default in Payment of Assessments for Common Expenses.**

Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 12.7 below.

**12.3 Assignment of Rents.** The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid assessments against the Unit. Except to the extent limited by the Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.

**12.4 First Mortgagee.** A First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of

foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act, as amended from time to time. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof; the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

- 12.5 Certificate of Unpaid Assessments.** Within ten (10) business days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a \$250.00 fee for the preparation of the Certificate, plus an additional \$100.00 if the Certificate is requested for expedited delivery, plus an additional \$150.00 if the account is delinquent, in accordance with F.S. 718.116(8). The amount the Association may charge for the preparation of a Certificate of Unpaid Assessment (or estoppel) shall be the maximum amount permitted by law and shall be automatically adjusted should the Act permit a greater amount .
- 12.6 Installments.** Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 12.7 Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.
- 12.8 Set Off.** Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

**13. INSURANCE.** Insurance covering portions of the Condominium Property shall be governed by the following provisions (other than title insurance):

**13.1 Authority to Purchase; Named Insured.** The Association shall purchase such insurance policies upon the Condominium Property as shall be required by the Act. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners must obtain coverage at their own expense upon their personal property and for their personal liability and living expense, as well as all other real and personal property located within the boundaries of the Unit which is excluded from the coverage to be provided by the Association as set forth in the Act. All policies acquired by an Owner shall provide that the coverage afforded thereunder is excess over the amount recoverable under any other policy covering the same property and which shall be without rights of subrogation against the Association.

**13.2 Coverage.**

(a) **Property.** All Buildings and Improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined by the Board of Directors in the manner required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. All personal property included in the Common Elements shall be insured for its value, as shall be determined annually by the Board of Directors of the Association. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Coverage shall afford protection against:

- (i) "All Risk" or "Special Form" causes of loss including damage caused by windstorm;
- (ii) Such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings and other Condominium Property; and

- (iii) Coverage shall be based upon Replacement Cost as determined by an independent insurance appraisal obtained or updated as required by the Act.
- (b) **Liability**. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the insured property or adjoining driveways and walkways, or any work, matters or things related to the insured property, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice-versa; such coverage shall be in such amounts as shall be required by the Board of Directors of the Association, but with combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, with a minimum of a Two Million Dollar (\$2,000,000.00) general aggregate.
- (c) **Workers' Compensation Insurance** to meet the requirements of law or as the Board may determine reasonable and appropriate.
- (d) **Property Insurance, Liability Insurance, Worker's Compensation and Other Mandatory Insurance**, when applicable, regarding the Improvements and Buildings, as well as such other insurance on said property, as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.
- (e) **Flood Insurance**, if building and improvements are located within a federally designated "Special Flood Hazard Area" in an amount equal to the lesser of i) the replacement cost of the building and improvements, or ii) the maximum limits available under the National Flood Insurance Program.
- (f) **Fidelity Insurance** covering all Directors, Officers and employees of the Association and managing agents who handle Association funds, if any, in the amount required by the Act.
- (g) **Such Other Insurance** as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

Where appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have an issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association, or by one (1) or more Unit Owners.



- 13.3 Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 13.4 Shares of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares:
- (a) **Common Elements.** Proceeds on account of damage to Common Elements: an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
  - (b) **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:
    - (i) **When the Building is to be Restored.** For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association;
    - (ii) **When the Building is Not to be Restored.** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
  - (c) **Mortgagee.** In the event a mortgage endorsement has been issued as to a Unit, the original policy of which shall be held for the mortgagee, the share of the Unit Owner as their interests may appear, shall be held in trust for the Unit Owner and any mortgagee; 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except

distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

**13.5 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) **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 of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be retained by the Association as common surplus.
- (b) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

**13.6 Association as Agent.** The Association is hereby irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

**13.7 Election Under Florida Statutes § 718.111(11)(g)(3).** The Association shall operate the Condominiums as a single condominium for purposes of insurance matters, including, but not limited to, the purchase of the property insurance required by the Act and Declaration. Each owner shall be liable for 1/130 of the cost of all insurance deductibles and for damages in excess of coverage, or where no coverage exists.

**14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.** This provision shall apply to the reconstruction and repair of any portion of the Condominium Property damaged by casualty.

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

- (a) **Common Elements.** If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired,

unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

- (b) **Building**. The Unit Owners may vote not to reconstruct or repair the Condominium Property after casualty and terminate the Condominium as provided in the Act.
- (c) **Plans and Specifications**. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Buildings, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved in the manner required in Section 8 of the Declaration.
- (d) **Estimate of Costs**. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.
- (e) **Responsibility for Reconstruction and Allocation of Expenses**. The responsibility for reconstruction and the allocation of reconstruction expenses shall be as set forth in the Act.

**14.2 Reconstruction Fund**. If the reconstruction monies are funded by both insurance proceeds and the proceeds of an assessment, the insurance proceeds shall be deemed the first monies paid put, regardless of when the insurance proceeds were received.

## **15. CONDEMNATION**

**15.1 Deposit of Awards with Association**. The taking of portions of the Condominium Property by the exercise of the power of eminent domain may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

**15.2 Determination Whether to Continue Condominium**. Whether the Condominium will be continued after condemnation will be determined in

the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

**15.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere specifically provided herein.

**15.4 Unit Made Uninhabitable.** If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Board), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) **Payment of Award.** The awards shall be paid first to any Institutional First Mortgagees who have submitted a mortgagee endorsement to the Association in amounts sufficient to pay off their mortgages in connection with each Unit which is made uninhabitable; second, to the Association for any unpaid Assessments and other charges; and third, jointly to the affected Unit Owners and other mortgagees of their Units who have submitted a mortgagee endorsement to the Association.
- (b) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required in Section 8 hereof.
- (c) **Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Units. This shall

be effected by restating the shares of continuing Unit Owners as follows:

- (i) Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof (the "Percentage Balance"); and.
- (ii) Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) **Assessments.** If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as provided above) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

**15.5 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required by Section 8 hereof. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking or applied by the Association to other Assessments, in the discretion of the Board. If the Board determines to distribute the surplus and there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit who have submitted a mortgagee endorsement to the Association.

**15.6 Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking resulting to condemnation shall be evidenced by an amendment to this

Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

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

**16.1 Single Family Residence.** Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. The maximum occupancy for each Unit shall be 4 persons for a two bedroom Unit and 6 persons for a three bedroom Unit.

**16.2 Residential Use.** Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

**16.3 Guests.** A guest shall be considered any occupant who is not a Unit Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family, as defined above. However, any guest who occupies a Unit in excess of thirty (30) days cumulatively in any calendar year, shall be subject to screening as a tenant. Guest occupancy in the absence of the Unit Owner or approved tenant by persons other than members of the Unit Owner's or approved tenant's family, as defined above, is limited to thirty (30) days, cumulatively, for all such guest occupancy. Prior to any occupancy of the Unit by any guest, the Owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the Owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure. All persons claiming to be guests must produce a valid form of identification prior to taking occupancy. The Board may adopt and amend from time to time rules and regulations regarding occupancy by guests consistent with the terms of this provision, including, but not limited to, a requirement that all Owners provide a list of the names of those persons meeting the definition of "single family", as set forth above.

**16.4 Pets.** Only domesticated, non-aggressive, common pets shall be kept in a Unit. Examples include dogs, cats, aquarium fish, gerbils, hamsters, rabbit, small reptiles (non-invasive species) or birds. No more than two (2) dogs and no more than two (2) cats shall be kept in a Unit. No dog shall weigh more than fifty (50) pounds. A pet shall always be kept in a carrier or on a leash when outside of the Unit and shall be accompanied by the pet's owner or caretaker at all times. Owners shall be responsible for their pets at all times and shall not allow them to relieve themselves on the unit owner's

parcel or limited common elements appurtenant thereto, or in such area as specified by the Association. Pets shall be subject to rules and regulations as may be promulgated from time to time by the Association. Should a pet cause or create a nuisance or disturbance, the Association may require that the pet must be permanently removed from the Owner's Unit and the Condominium Property, upon notice from the Association. No Unit Owner, their tenants or guests may bring a pet upon the Condominium Property that is dangerous or that has a propensity to behave aggressively. Owners, tenants and guests may not operate an animal kennel, shelter or rescue service within their Units.

- 16.5 Use of Common Elements.** The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. No Unit Owner may store any personal property of any kind on the Common Elements. No owner shall encroach upon the Common Elements. The Board may make and amend rules regarding personal property to be placed on limited common elements.
- 16.6 Nuisances.** No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. The Board of Directors is hereby authorized to adopt additional Rules and Regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.
- 16.7 No Improper Uses.** No improper, offensive, hazardous 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 thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth and subject to Section 18 of this Declaration. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection.
- 16.8 Leases.** A Unit shall not be leased without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association may disapprove any lease of a Unit on any reasonable grounds, including, but not limited to, the basis for good cause set forth in Section

17.3 of this Declaration. No Unit Owner may lease his or her Unit during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of a conveyance of title with an approved tenant in possession under a lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of lease, unless the tenant vacates prior to the conveyance of title. No lease may be for a term of less than twelve (12) months or more than twenty-four (24) months. No rooms may be separately leased and no transient tenants accommodated. Only an entire Unit may be leased and it is strictly prohibited for an owner to lease out rooms or portions of a Unit. The granting of occupancy pursuant to exchanges through entities such as AirBnb or for any form of consideration is deemed to be a lease and is not permitted unless the terms of occupancy otherwise comply with the foregoing restrictions on leasing and the occupant is approved pursuant to Section 17 of this Declaration. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority, after notification to the property owner, and standing to evict any lessee of a Unit Owner who is in breach or violation of this Declaration, By-laws or the Rules and Regulations of the Association. In the event the Association approves a lease, such approval of a lease shall not release the Unit Owner from any obligation under this Declaration. Regardless of whether or not expressed in the applicable lease, if any, a Unit Owner shall be jointly and severally liable with their tenants or occupants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant, occupant or guest (whether or not subject to a lease) which constitutes a violation of, or non-compliance with, the provisions of this Declaration and of any and all Rules and Regulations of the Association. All tenants shall comply with provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited. When a Unit is leased, a tenant shall have all use rights in the Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights. The exclusive use rights of the Lessee shall extend for the full term of any approved lease, unless the lease is terminated due to the death of the tenant or adequate proof of a work transfer involving the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by a Unit Owner and a tenant of Association Property and Common Elements is prohibited.



No more than 10% of all Units (13 Units) can be leased. Should the maximum number of leased Units be reached, no additional approvals shall be granted. The Board, in its sole discretion, may temporarily exceed the rental limit by approving a lease, upon demonstration of hardship, as defined by death of a Unit Owner while the heirs are preparing to sell or occupy the Unit themselves, illness of the owner, requiring the Owner to vacate the Unit and financial hardship. This provision shall not apply to any Units owned by the Association.

**16.9 Signs.** No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained or displayed on any part of the Common Elements, Limited Common Elements, or Units.

**16.10 Antennas.** No television or radio antennas or towers of any nature shall be erected on any part of the Condominium Property or the exterior of any Building, except to the extent such installations must be permitted by federal law or except to the extent such installations are approved as an alteration to the Common Elements as provided in Sections 8 or 9 hereof. The Board is empowered to adopt Rules and Regulations regarding the installation of television or radio satellites or antennas consistent with any applicable federal law in order to preserve and protect the Condominium Property from damage and to address legitimate safety objectives.

**16.11 Limitations on Ownership.** No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind, except for trusts, trustees of trusts or corporations or other entities where all of the stock or ownership interests are owned by the members of a single family, as defined above, where such trust or corporation or other entity was formed for the purpose of estate or financial planning, and further provided all proposed occupants are identified and subject to approval hereunder as tenants and that all changes in occupancy or transfers of any interest in a Unit are subject to approval pursuant to this Declaration. This provision is not applicable to the acquisition of Units by the Association. Notwithstanding the provisions above, a business entity may acquire title to a Unit through the foreclosure of a mortgage or other lien, or by deed in lieu of foreclosure and may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a Unit may be held in the name of more than two (2) natural persons provided that such persons are members of the same family, as that term is defined hereinabove. No person or permitted entity may own an interest, directly or indirectly, jointly or individually, in more than three (3) Units in the Condominiums.

**16.12 Parking.** The Board may make and amend rules regarding the use of roadways and operation of vehicles on the Condominium Property, which may include, without limitation, requirements for registration of vehicles and the display of decals issued by the Association, as well as restrictions on the location, type and condition of vehicles, as well as the number of vehicles which may be parked in the limited common element spaces appurtenant to a Unit or on the Condominium Property. Vehicles shall not block driveways and mailboxes. Owners, tenants and occupants shall not park in any area designated as guest parking.

**17. CONVEYANCES, SALES, LEASES AND TRANSFERS.** In order to promote a community of congenial residents and thus protect the value of the Units, the sale, leasing, and transfer of Units by any Owner shall be subject to the following provisions:

**17.1 Transfers Subject To Approval.** The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

- (a) All sales of Units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Unit or public sales conducted by the Broward County Tax Collector resulting from the failure to pay real property taxes, subject to the limitations of applicable law.
- (b) All transfers by lease.
- (c) All transfers by gift.
- (d) All transfers by devise or inheritance.
- (e) Any other transfer of title to or possession of a Unit.
- (f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Act.
- (g) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Act.

**17.2 Notice to Association.** Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the

contract for sale in the case of a sale, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

**17.3 Association's Election.** Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

(a) **Approval.** In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

(b) **Disapproval of Transfer of Title.** In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved.

and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this Section 17.3.

- (c) **Good Cause to Disapprove.** If good cause exists for the Association to disapprove a proposed lease, sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute tenant or purchaser for the Unit. Good cause shall be defined to include the following:
- i. The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the Rules and Regulations, or;
  - ii. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or
  - iii. For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or
  - iv. The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
  - v. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Association as a lessee, guest, owner or occupant of a Unit or based upon information provided from other sources; or
  - vi. The applicant fails to comply with the requirements of Section 17.2 hereof; or
  - vii. The applicant has a credit score under 650; or;

- viii. The current or prospective Parcel Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration, By-Laws or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

**17.4 Leasing.** The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable.

**17.5 Mortgage Approval and Subordination.** All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage.

**17.6 Exceptions.** The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an Unit 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.

**18. COMPLIANCE AND DEFAULT.** Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 18.1 Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners or residents or guests, including, but not limited to, repair after casualty under Section 14 hereinabove, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article 12 hereof.
- 18.2 Compliance.** In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to do whatever work is required to put the Unit Owner or Unit in compliance and levy a special charge against the Unit Owner and the Unit for the sums necessary to remediate the violation, plus any interest, attorneys' fees and costs incurred to seek compliance, regardless whether the Association has filed suit. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Article 12 hereof. In addition, the Association may proceed in a court of equity to require performance and/or compliance and to sue in a court of law for damages.
- 18.3 Fines.** In addition to all other remedies provided hereunder, in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.
- 18.4 Suspension of Use Rights.** In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association

or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.

**18.5 Suspension of Voting Rights.** In addition to the remedies provided in Section 12 hereof and by applicable law, upon proper notice as required in F.S. 718.303, the Association may suspend the voting rights of any Owner who is delinquent. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.

**18.6 Set Off.** Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

**18.7 Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same 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 (including appellate attorneys' fees).

**18.8 No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

**18.9 Election of Remedies.** All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

**19. TERMINATION.** The Condominiums may be terminated in the manner provided in the Condominium Act.

**20. RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now

existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominiums, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominiums. The Unit Owners of these Condominiums do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

- 21. COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Association, the Unit Owners, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable Rules and Regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

**22. ADDITIONAL PROVISIONS.**

- 22.1 Notices.** All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by first class mail to the Association in care of its Property Manager, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, unless another manner of delivery is specifically required by the Condominium Act or this Declaration or the Bylaws. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent



by first class mail to the mailing address of such Unit Owner as reflected by the County Property Appraiser, or such other address as may have been designated by the Unit Owner from time to time, in writing, to the Association, or may be sent by electronic delivery provided the Owner has consented to the same, where permissible by the Act. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

- 22.2 Interpretation.** The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 22.3 Exhibits.** All Exhibits annexed hereto or annexed to the Original Declaration are hereby incorporated in this Declaration and made a part hereof, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 22.4 Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a Vice President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.5 Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.6 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 Exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same

12. **Amendments.** Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:
- 12.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by a majority of all the Units in the Association. The proposed amendment shall be delivered to the membership, along with a limited proxy, at least fourteen (14) days before a special membership meeting at which the membership shall vote to approve the amendment. The approval must be by not less than a majority of all Units, whose consent may be granted by voting in person or by proxy at a membership meeting.
13. **Rules and Regulations.** The Board of Directors may, from time to time, modify, amend or add to rules and regulations. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Member not less than fourteen (14) days prior to the effective date thereof.
14. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
15. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

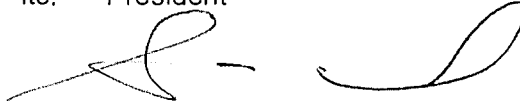
The foregoing was adopted as the Bylaws of the **MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**, a corporation not-for-profit under the laws of the State of Florida, on the 10 day of November, 2023.

Approved:



Print Name: [ MARIE PERRY ]

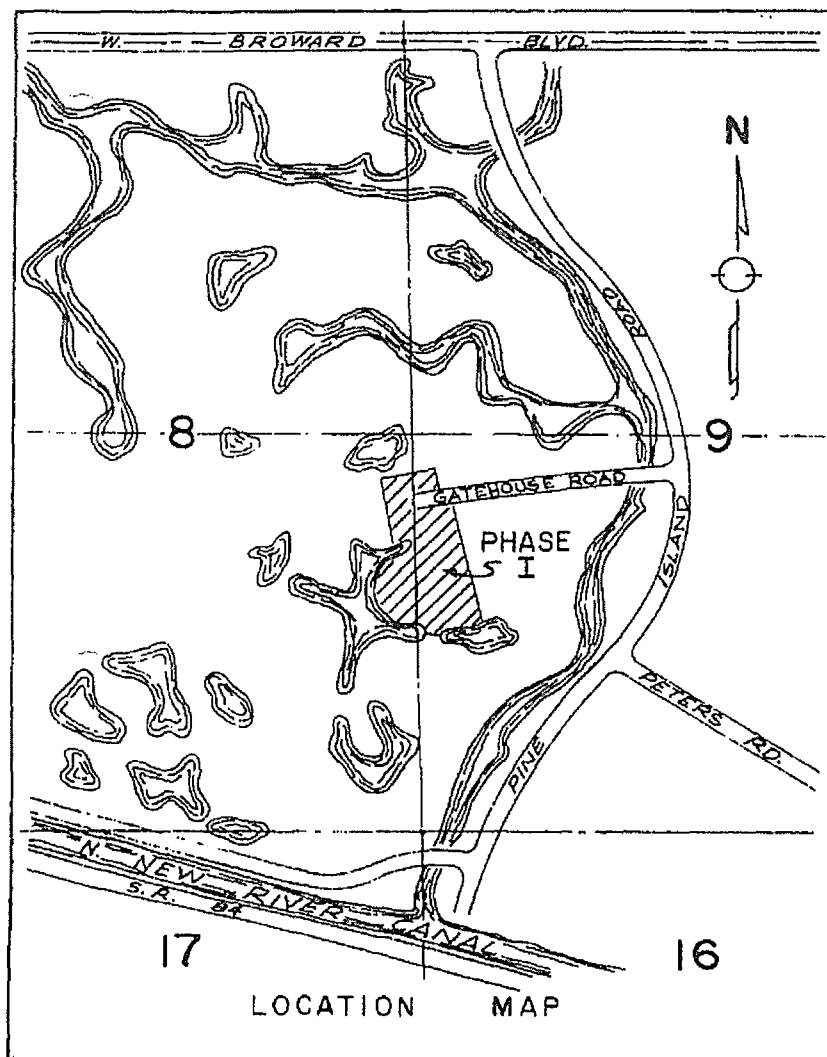
Its: President



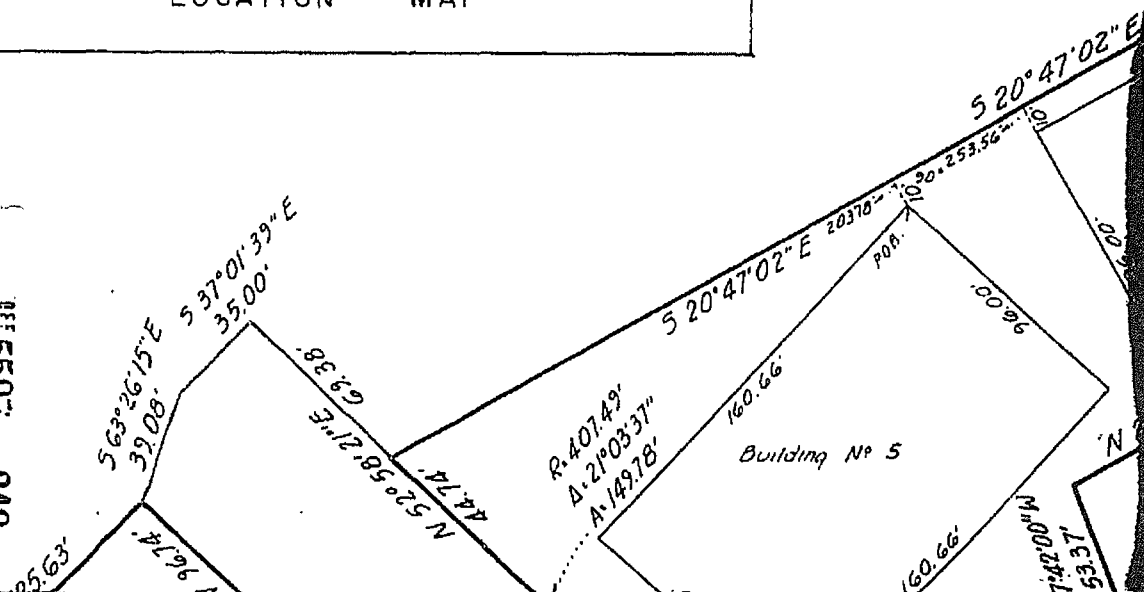
Print Name: [ SUSAN MANDEL ]

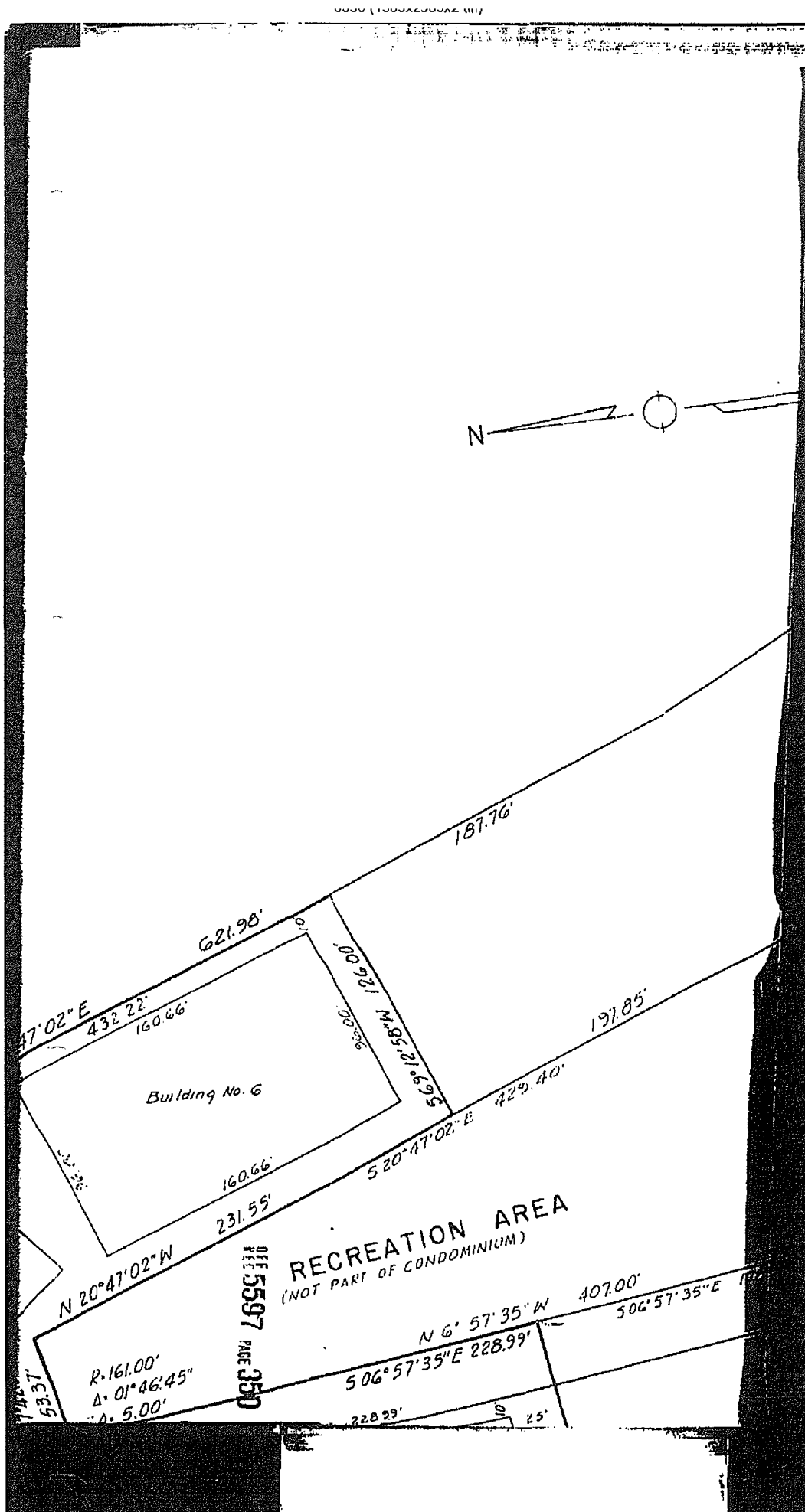
Its: Secretary

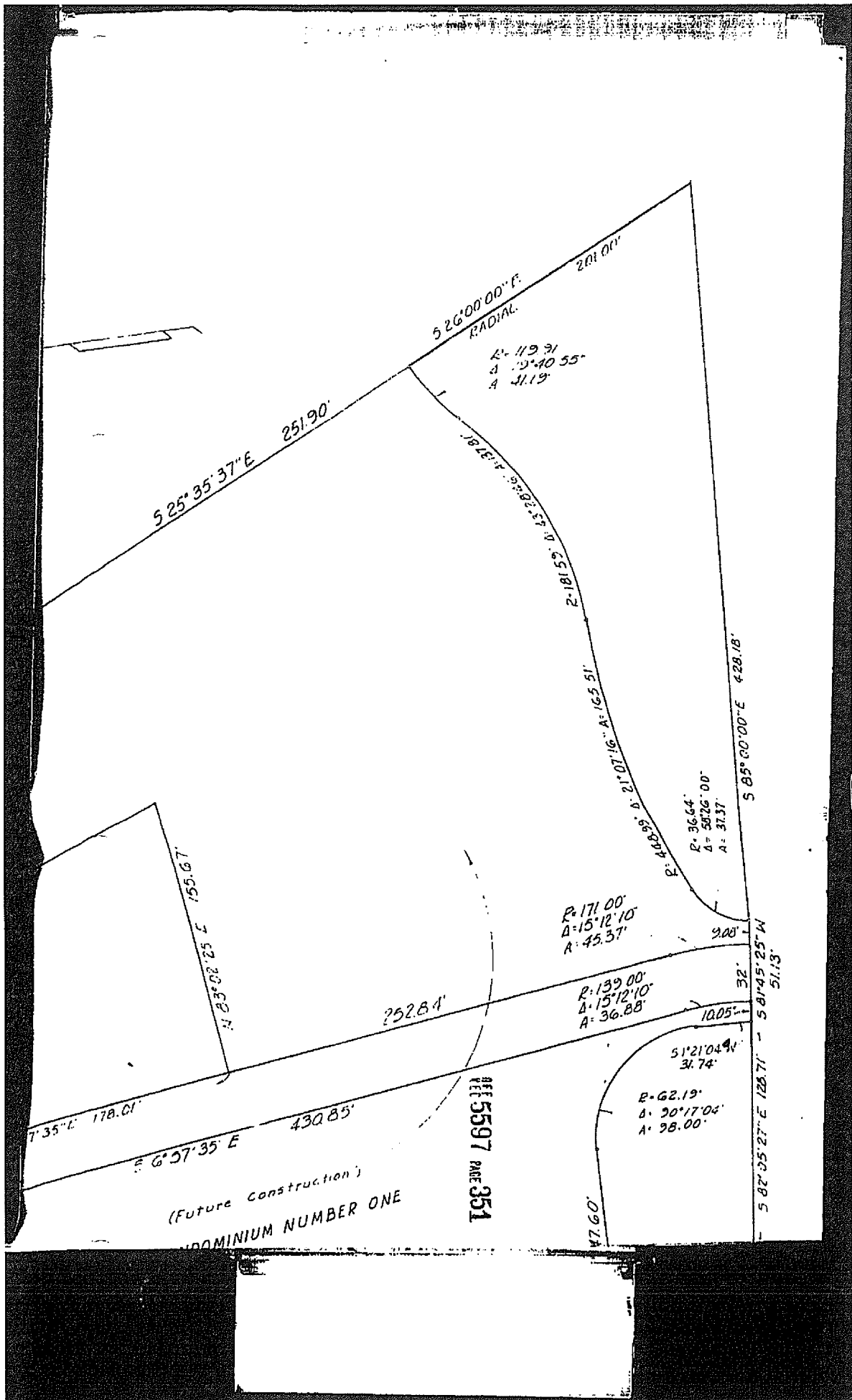
# EXHIBIT A-1

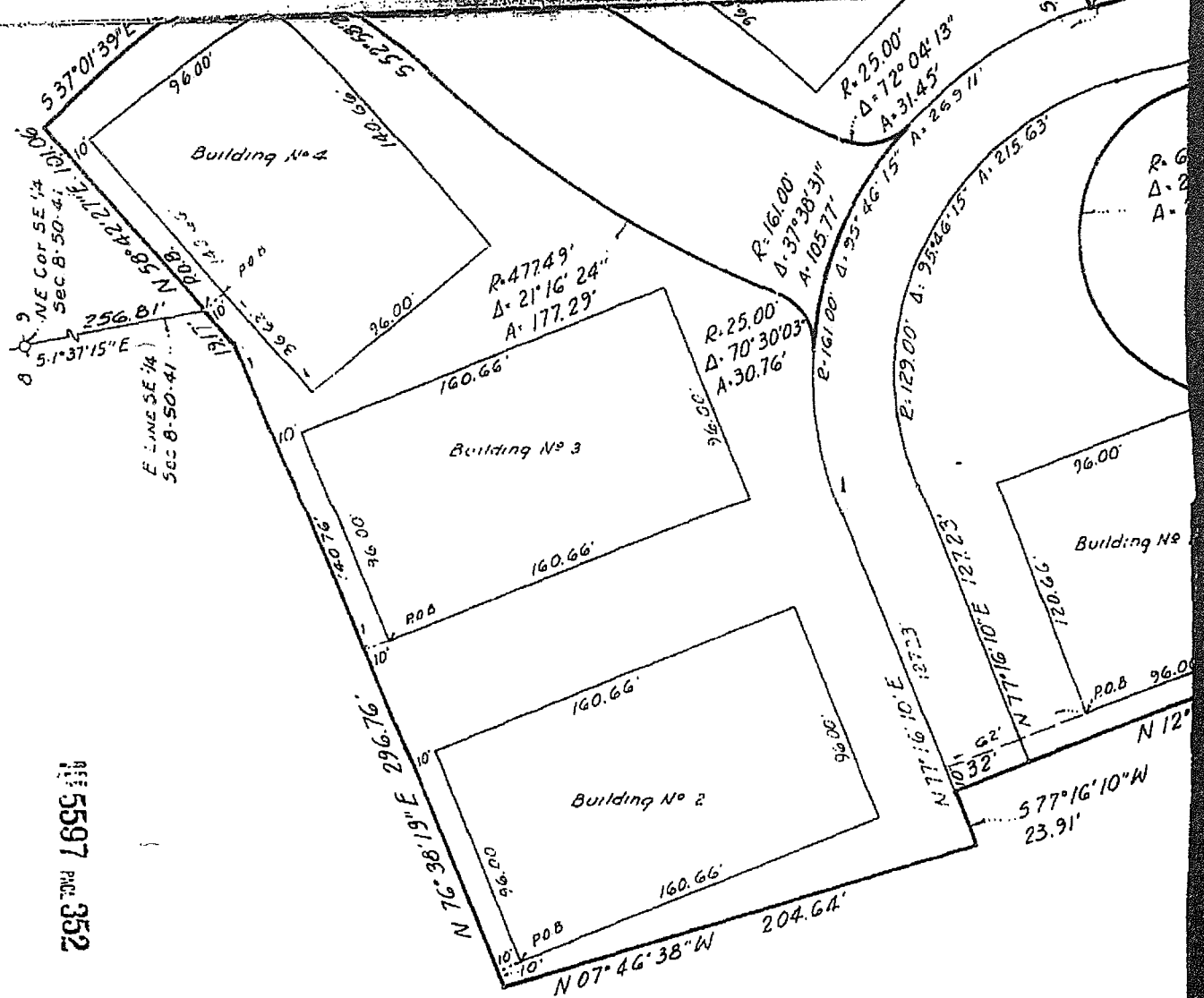


REF 5597 PAGE 349







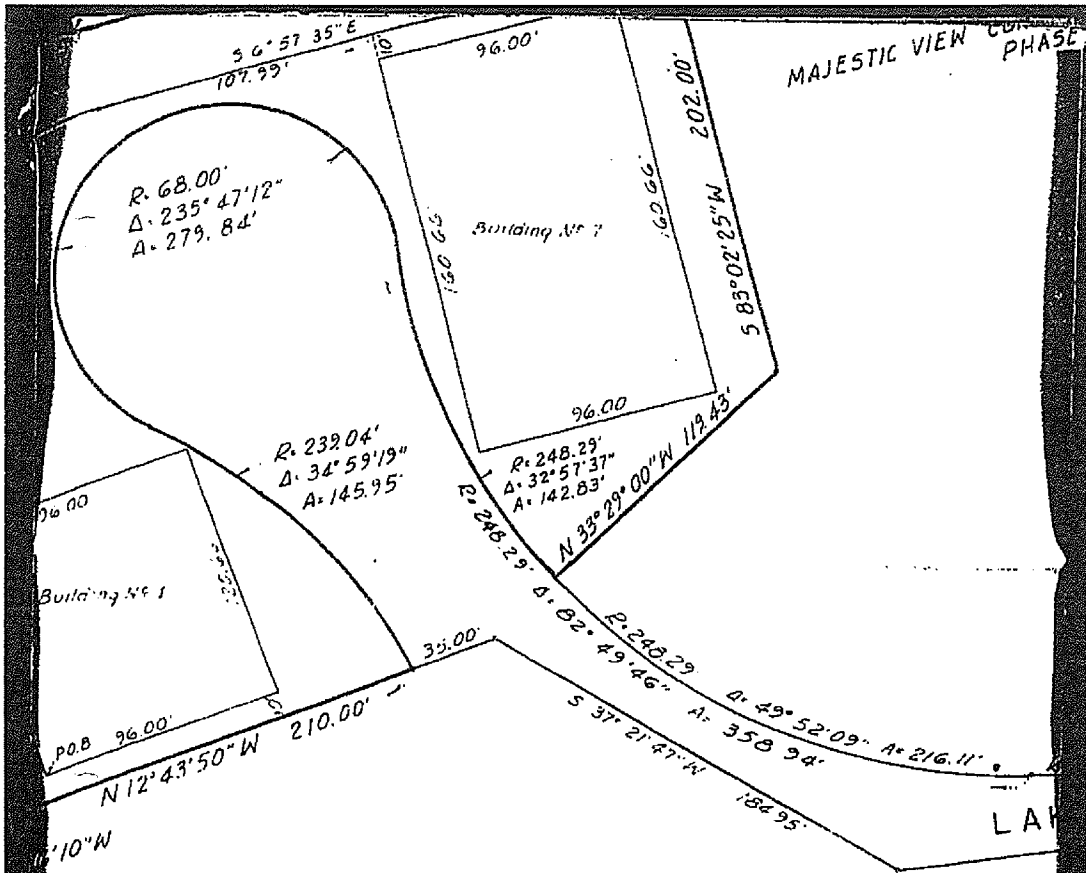


LEGAL DESCRIPTION FOR MAJESTIC VIEW CONDO  
NUMBER ONE - PHASE I

A Parcel of Land lying in the SE¼ of Section 8 and in the SW¼ of Section 9, Town Range 41 East, BROWARD COUNTY, said Parcel including a portion of BLOCK 4 and a portion of BLOCK 3 in said Section 9, according to the EVERGLADES PLAT AMENDED PLAT according to the plat thereof recorded in Plat Book 2 at Page Records of DADE COUNTY, FLORIDA, AND being more particularly described as follows:

Commence at the Northeast Corner of said SE¼ Section 8, Thence run S01°37'16"E for 101.06 feet, Thence run N37°01'35"E for 125.63 feet, Thence run S52°58'21"W for 96.74 feet along the arc of a circular curve to the left, Thence run Southwesterly along the arc having a radius of 477.49 feet through a central angle of 21°16'24" for 177.29 feet to a point of tangency, Thence run Westerly along the arc of said curve having a radius of 477.49 feet through a central angle of 70°30'03" for 30.76 feet to a point of curvature with a circular curve concave to the Southwest, Thence run Southeasterly along the arc of said curve having a radius of 477.49 feet through a central angle of 37°38'31" for 105.17 feet to a point of inflection where the curve changes from concave to the West to concave to the East, Thence run Northerly along the arc of said curve having a radius of 477.49 feet through a central angle of 72°04'13" for 31.45 feet to a point of curvature, Thence run Northeasterly along the arc of said curve having a radius of 477.49 feet through a central angle of 21°03'37" for 149.78 feet, Thence run N52°58'21"E for 44.74 feet, Thence run S69°12'58"W for 126.00 feet, Thence run N20°47'02"W for 53.37 feet to an intersection with a circular curve concave to the Southeast having a radius of 477.49 feet.

USDA (1720X100X2 III)



REF 5597 PAGE 353

## CONDOMINIUM

on 9, Township 50 South  
BLOCK 4 in said Section 8  
DES PLANTATION COMPANY  
at Page 7 of the Public  
bed as follows:  
S01°57'15"E along the  
run N58°42'21"E for  
36.74 feet to a point  
ing the arc of said curve  
feet to a point of reverse  
us of 2500 feet through  
ular curve concave  
t having a radius of  
nt of CUSP with a circular  
curve having a radius  
of compound curve  
of 407.45 feet through  
hence, run S20°47'02"E  
02"W for 231.55 feet, Thence  
ave to the East, the

## DESCRIPTION OF CO

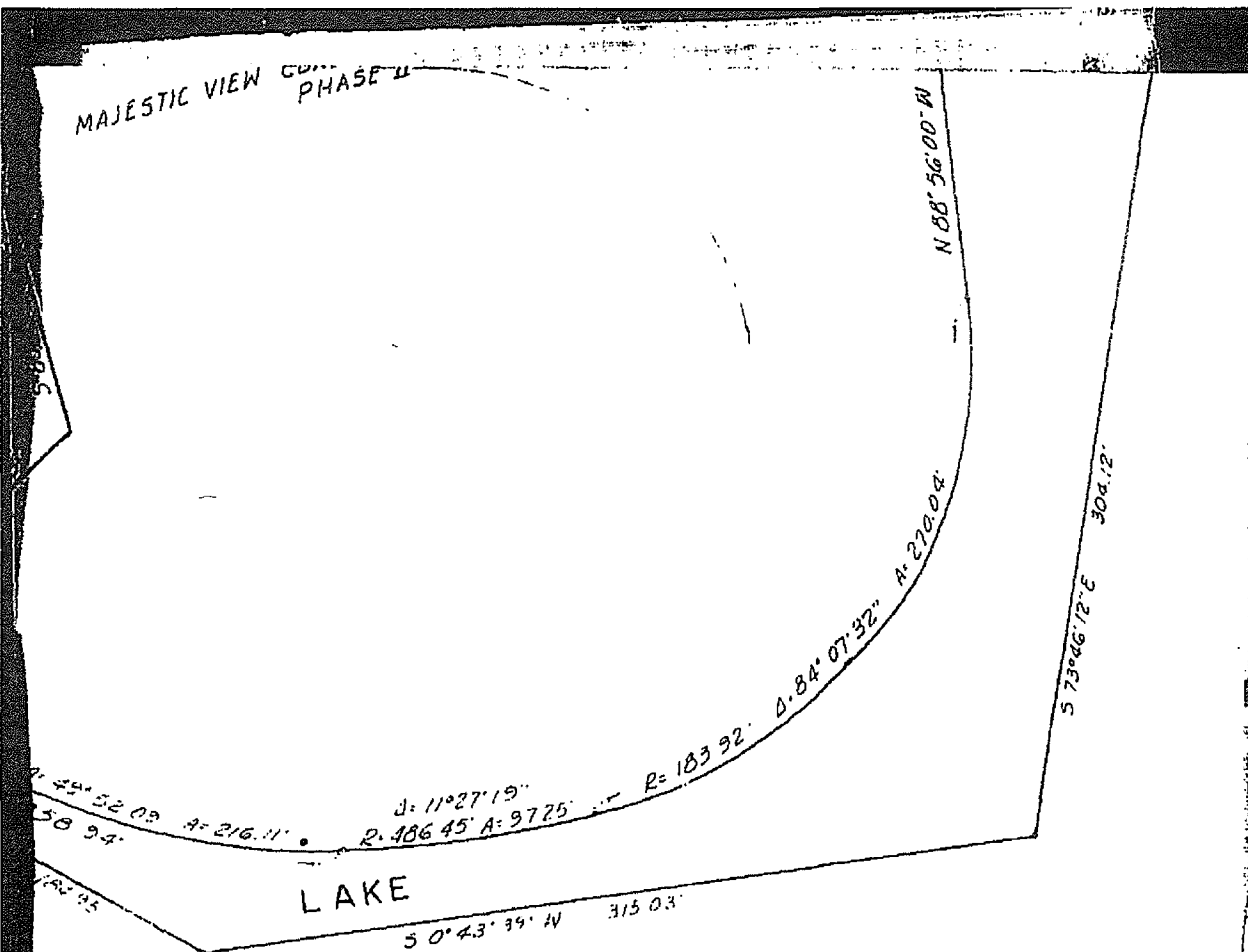
Condominium unit, or unit, of  
Condominium act and shall  
identified units which are des  
unit shall be deemed to be a  
surface of the perimeter wall  
wallpaper, etc. walls and p  
to be a portion of said unit

## DESCRIPTION OF COM

Common elements shall m  
improvements and facilities  
the units, but shall include ea  
plumbing, wiring, and other faci  
and common elements, and e  
unit which contributes to the

## DESCRIPTION OF LIM

Limited common elements s  
which are identified in this e  
unit. The Limited common s



REF 5597  
PAGE 354

### DESCRIPTION OF CONDOMINIUM UNIT

A condominium unit, or unit, or private dwelling is a unit as defined in the condominium act and shall mean and comprise the separate numerically designated units which are designated in this exhibit. The boundaries of said unit shall be deemed to be and include the inner decorated and/or finished surface of the perimeter walls, floors and ceilings, including plaster, paint, etc. walls and partitions contained within said unit are deemed a portion of said unit.

### DESCRIPTION OF COMMON ELEMENTS

Common elements shall mean and comprise all of the real property, improvements and facilities of the Condominium property not included in the units, but shall include easements for units for conduits, pipes, ducts, wiring, and other facilities for the furnishing of utility service to units. Common elements, and easements of support in every portion of a building which contributes to the support of the improvements.

### DESCRIPTION OF LIMITED COMMON ELEMENTS

Limited common elements shall mean and comprise those common elements identified in this exhibit, which are reserved for the use of certain units. Limited common elements include the Balcony or terrace and the



0000 (2005X2900XZ III)

radius of which BEARS S 61°51'40"W from said intersection. Thence run Southern said curve having a radius of 161.00 feet through a central angle of 01°46'45" to a point of intersection. Thence run S 06°57'35"E for 228.99 feet, Thence run S 83°02'25"W for 207.00 feet, Thence radial to the next described curve for 112.43 feet to a said curve, being Southeast, Thence run Easterly along the arc of said curve having a radius of 129.00 feet through a central angle of 32°57'37" for 142.83 feet to a point of reverse curve, Thence Northerly to Southwesterly along the arc of said curve having a radius of 129.00 feet through a central angle of 235°47'12" for 279.84 feet to a point of reverse curve Thence along the arc of said curve having a radius of 233.04 feet through a central angle of 34°59'19" for 145.95 feet, Thence run N 12°43'50"W for 210.00 feet, Thence run S 12°43'50"E for 210.00 feet, Thence run N 07°46'38"W for 204.64 feet, Thence run N 76°38'19"E for 296.76 feet, Thence run N 58°42'27"W for 191.7 feet to the POINT OF BEGINNING.

## LESS

Commence at the N.E. Corner of the S.E. 1/4 at said Section 8, thence run S 01°37'15"E for 127.23 feet, thence run S 77°16'10"E for 127.23 feet, thence run S 58°42'27"W for 191.7 feet, thence run S 76°38'19"W for 296.76 feet, thence run S 07°46'38"W for 204.64 feet, Thence run N 12°43'50"W for 210.00 feet, Thence run S 12°43'50"E for 210.00 feet, Thence run N 07°46'38"W for 204.64 feet, Thence run N 76°38'19"E for 296.76 feet, Thence run N 58°42'27"W for 191.7 feet to the Point of Beginning; Thence run N 77°16'10"E for 23.91 feet to a Point of Beginning; Thence run N 77°16'10"E for 23.91 feet to a point of curve of a circular curve to the right, thence run Southeasterly along the arc of a circular curve through a central angle of 95°46'15" for 269.11 feet, thence run S 83°02'25"W for 32.00 feet, thence run N 6°57'35"E for 228.99 feet, thence run S 01°37'15"E for 127.23 feet, thence run S 77°16'10"E for 127.23 feet, thence run S 58°42'27"W for 191.7 feet, thence run S 76°38'19"W for 296.76 feet, thence run S 07°46'38"W for 204.64 feet, Thence run N 12°43'50"W for 210.00 feet, Thence run S 12°43'50"E for 210.00 feet, Thence run N 07°46'38"W for 204.64 feet, Thence run N 76°38'19"E for 296.76 feet, Thence run N 58°42'27"W for 191.7 feet to the Point of Beginning.

REF 5597 PAGE 355

MAJESTIC VIEW CO

LOCATION MAP, L

0000 (1070X0100X2 017)

ave to the east, thence  
 otherly along the arc of  
 145° for 500 feet thence  
 Thence run N 33° 29' 00" W  
 along concave to the  
 radius of 248.29 feet through  
 thence run Easterly to  
 of 68.00 feet through a  
 thence run Southwesterly  
 a central angle of  
 N 57° 16' 10" W for 23.91  
 for 296.76 feet. Thence.

for 256.81 feet, thence run  
 57° 46' 38" E for 204.64 feet,  
 0° E for 127.23 feet to a point  
 arc of said curve having  
 it, thence run S 6° 57' 35" E  
 57' 35" W for 228.99 feet  
 00 feet through a central  
 thence run N 12° 43' 50" W

fixed and/or sliding doors in the en-  
 and the wiring, electrical outlets, and  
 exclusive use of owner of the con-  
 assigned parking space and shall be  
 each yards to each unit on the limit  
 in this exhibition in accordance with

### OWNERSHIP OF COMMON

Common elements and limited a-  
 the Condominium unit owners in  
 to the Declaration of Condomin-

### CERTIFICATION

This Exhibit A composed of a site  
 the wording of the Declaration of Co-  
 of the improvements described there-  
 the identity, location, approximate  
 elements, and of each Condomin-

EXHIBIT A

## CONDOMINIUMS NUMBER ONE PH

P, LEGAL DESCRIPTION AND LAND SURVEY

J. J. GARCIA AND ASSOCIATES  
 CONSULTING ENGINEERS  
 LAND SURVEYORS  
 11039 N.E. 67<sup>TH</sup> AVE  
 MIAMI - FLORIDA

5597  
 PAGE 356

0007 (10000017722 111)

Common elements include the Balcony or terrace and the doors in the entrance way to said Balcony or terrace, electrical outlets, and fixtures thereon, if any, and are for the owner of the connecting unit. Each unit owner shall be responsible and shall have the use of appurtenant front and rear parking on the limited common element parking area shown in accordance with the unit owner's purchase agreement.

### OF COMMON ELEMENTS

Common and limited common elements are owned jointly by all unit owners in the percentages set forth in Exhibit D of the Declaration of Condominium.

### CONCLUSION

The Declaration of Condominium, as proposed of a site survey and floor plans, together with the Declaration of Condominium is a correct representation of the property described therein and there can be determined therefrom the approximate dimensions and size of the common and limited common elements of the Condominium unit.

Louise V. Johnston  
LOUISE V. JOHNSTON, R.T.S. No. 2173  
State of Florida

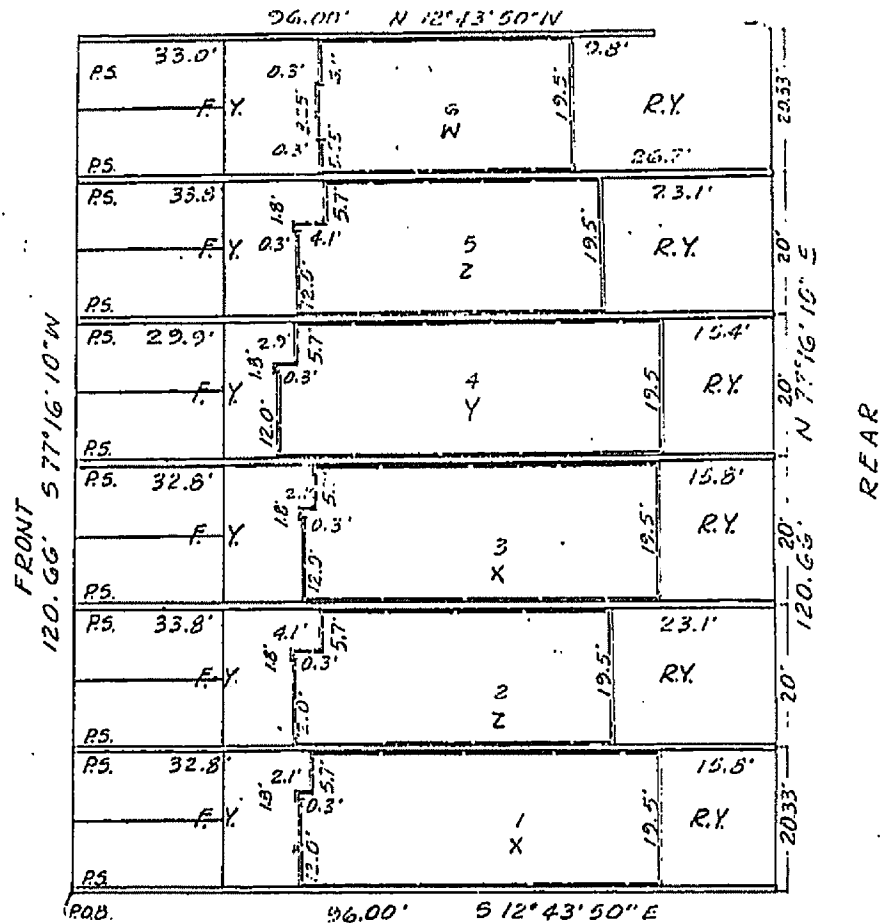
## ONE PHASE I



REF 5597 PAGE 357

BUILDING NO 1  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

## Foundation Plan



LEGEND

----- BOUNDARY OF  
INDIVIDUAL CONDOMINIUM UNIT

----- INDICATES COMMON ELEMENTS

P.S. - PARKING SPACE  
F.Y. - FRONT YARD  
R.Y. - REAR YARD

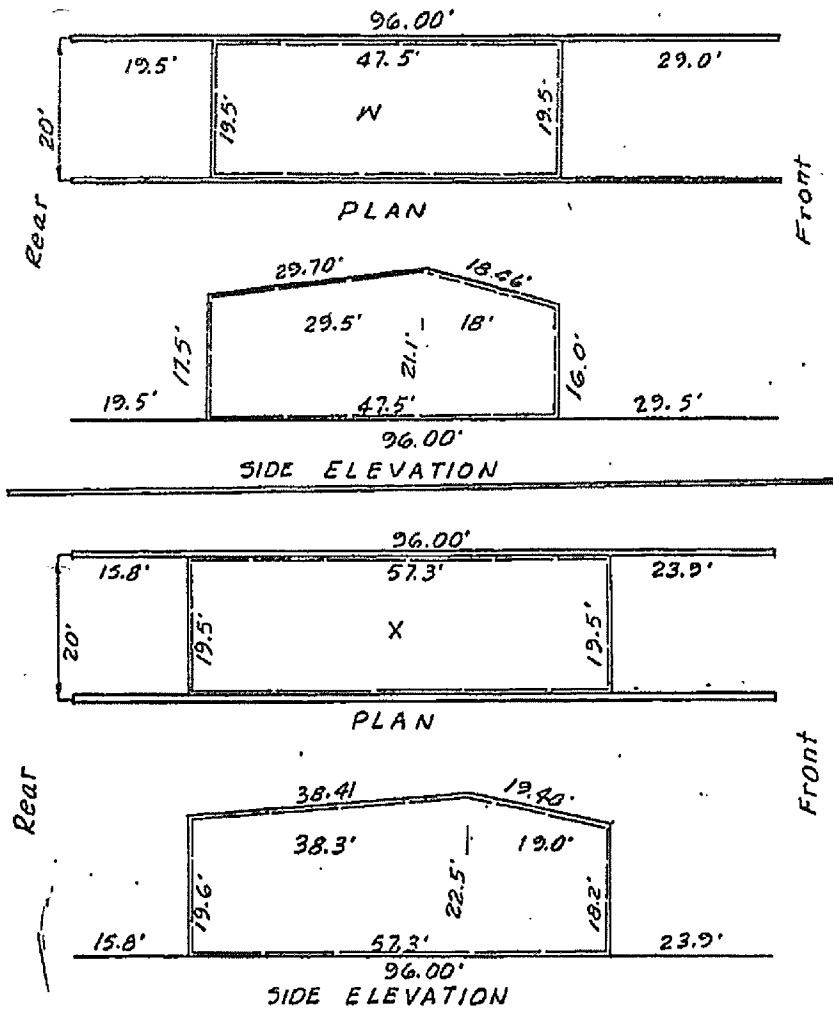
NORTH

Scale 1" = 20'

Sheet 1 of 4

REF 5597 PAGE 358

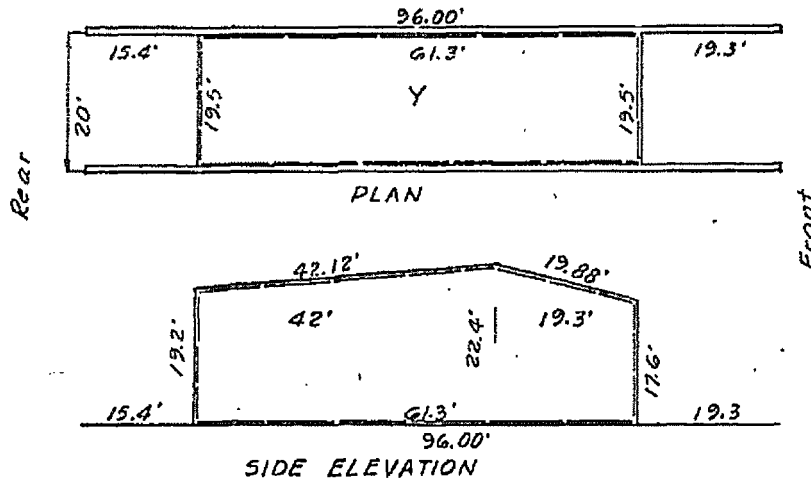
BUILDING N°1  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:  
 ——— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
 ——— INDICATES COMMON ELEMENTS

Sheet 2 of 4

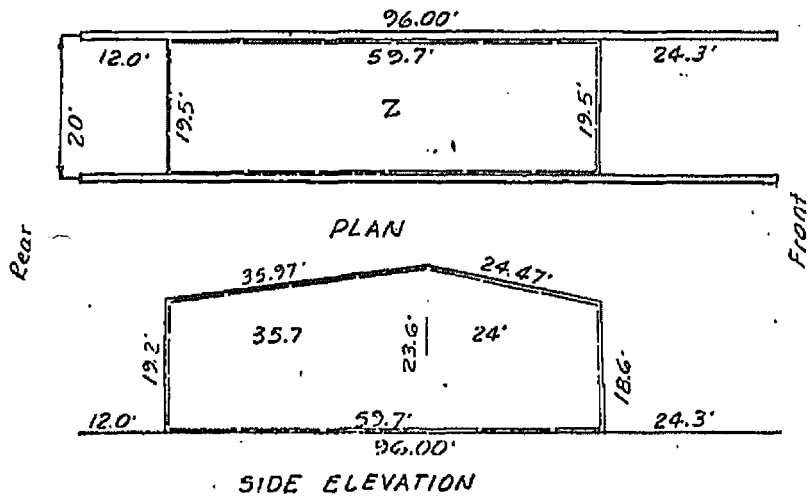
BUILDING No 1  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:

BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT

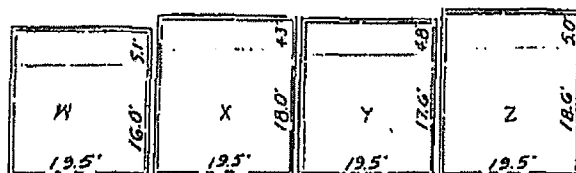
INDICATES COMMON ELEMENTS



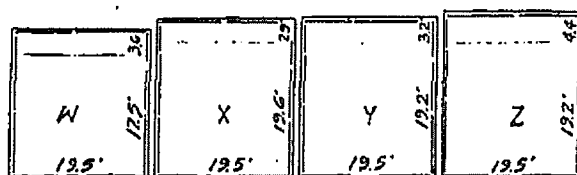
Sheet 3 of 4

TH 5597 PAGE 388

BUILDING NO. 1  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION

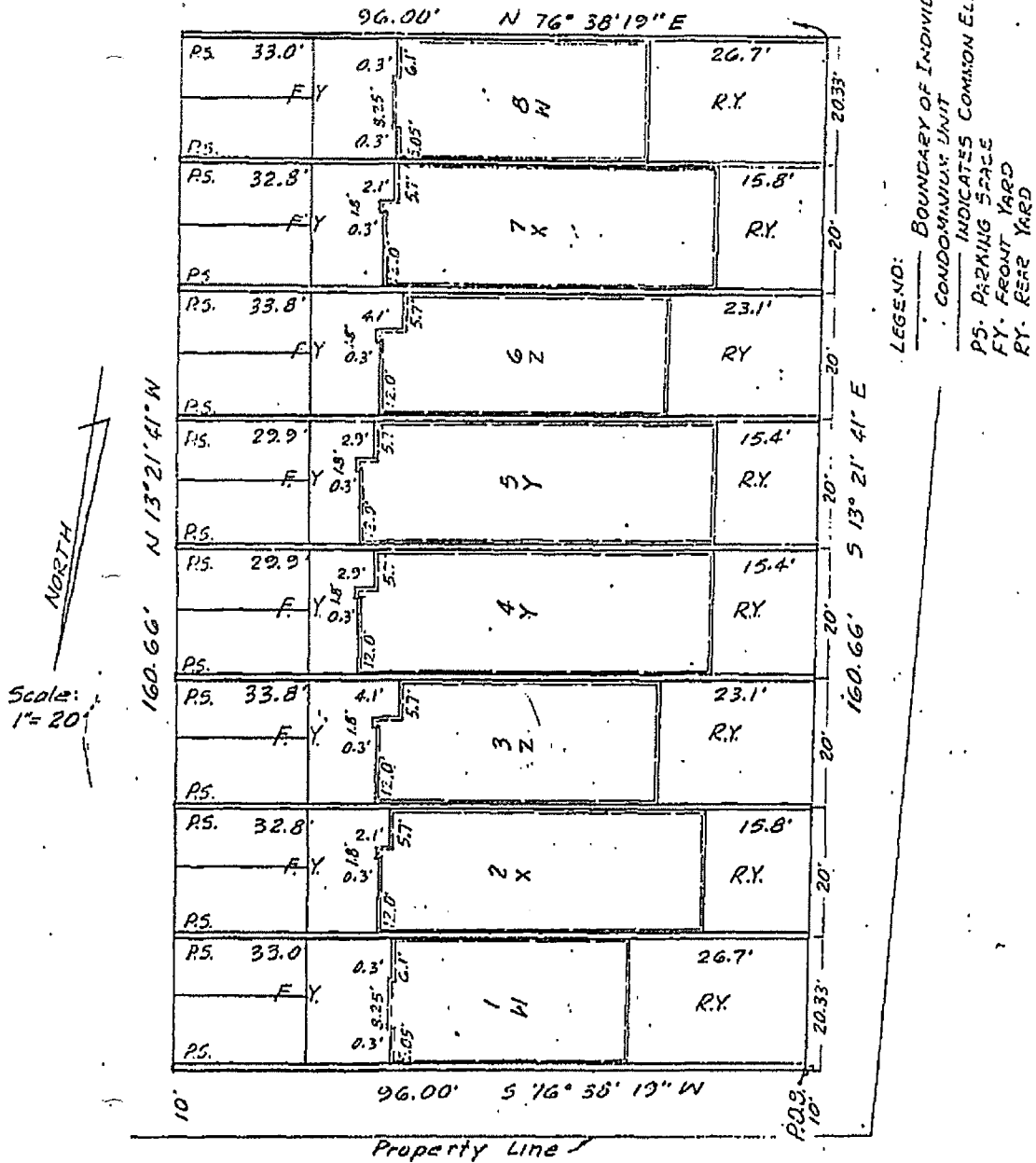


REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

BUILDING NO 2  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

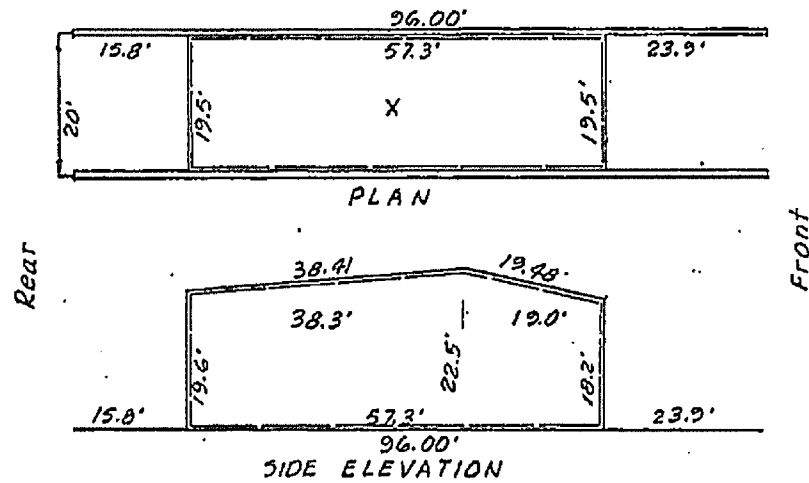
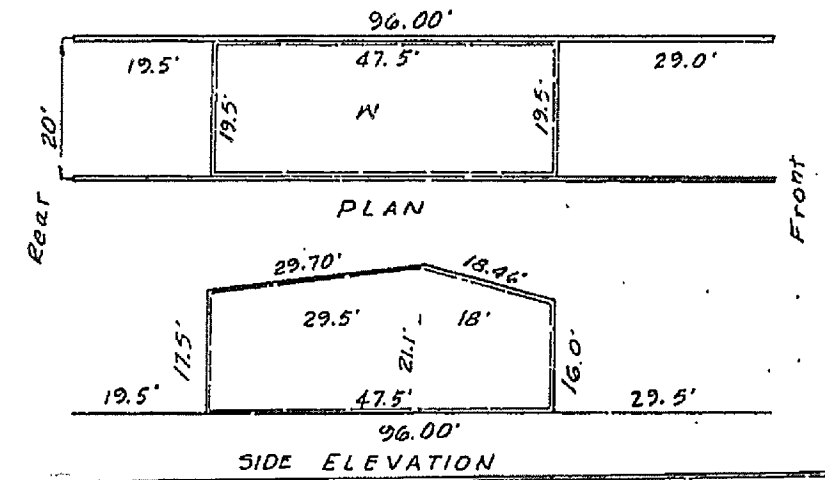


SHEET 1 OF 4

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PAGE 362



BUILDING N° 2  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



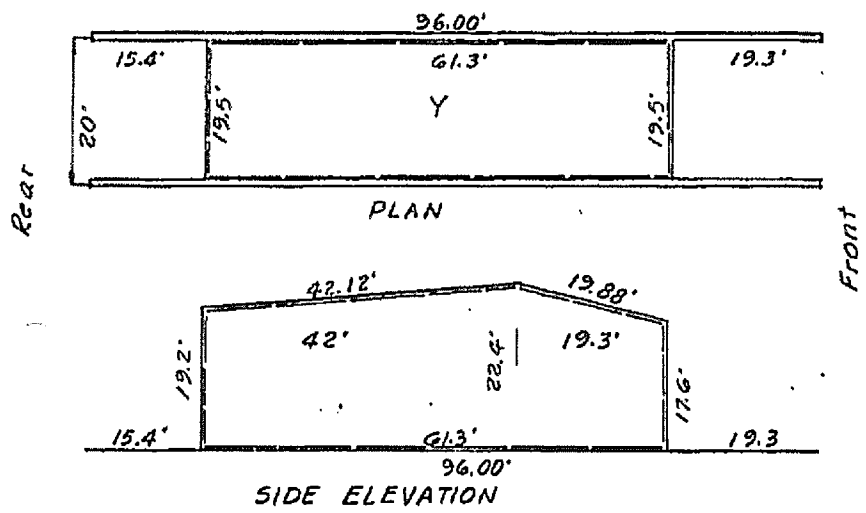
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—— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
—— INDICATES COMMON ELEMENTS

Sheet 2 of 4

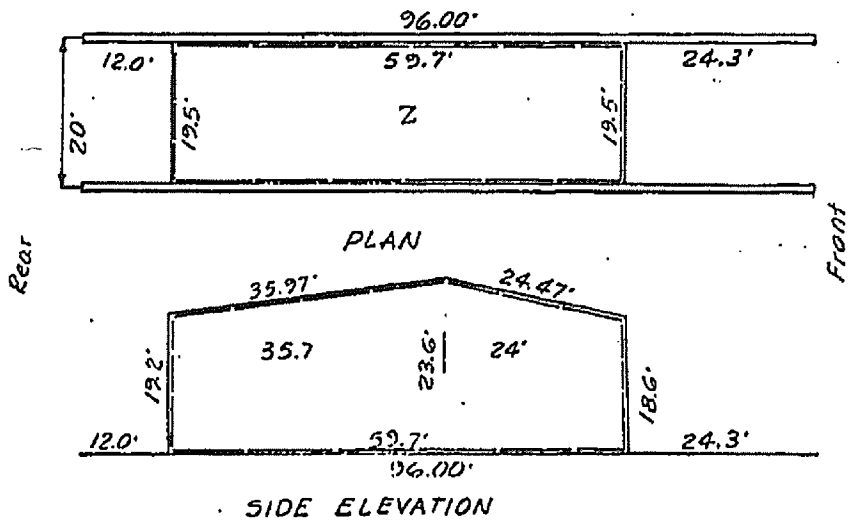
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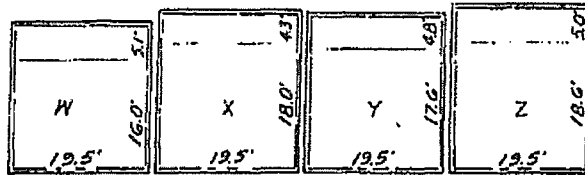
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MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



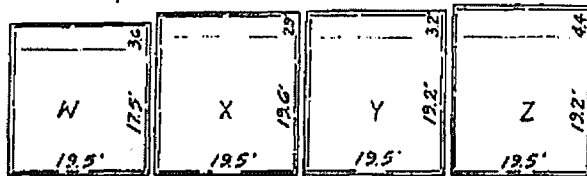
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—— INDICATES COMMON ELEMENTS



BUILDING NO. 2  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

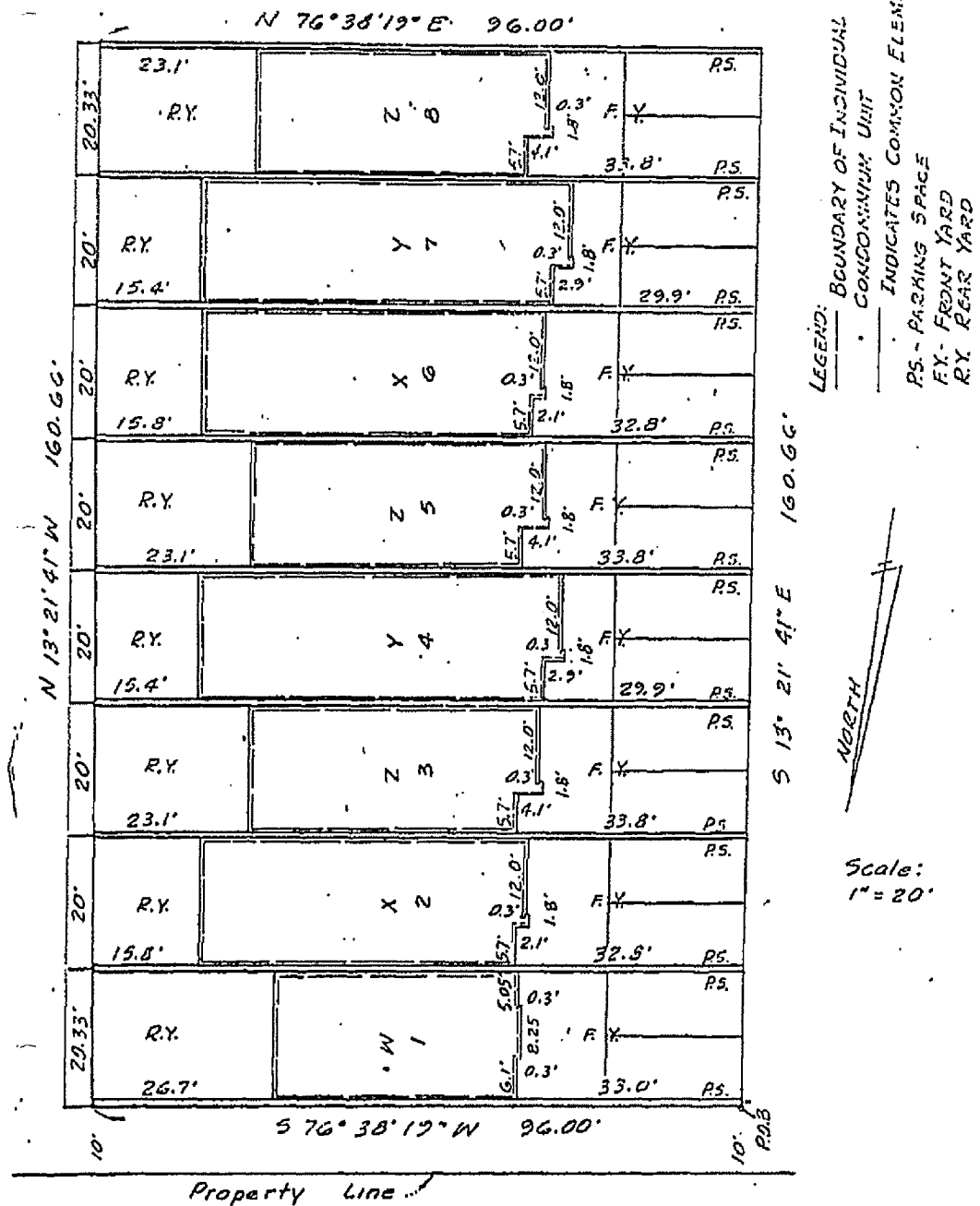
- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 4 of 4

ME 5597  
PAGE 365

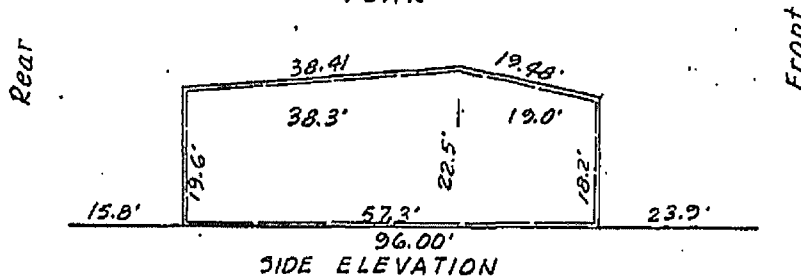
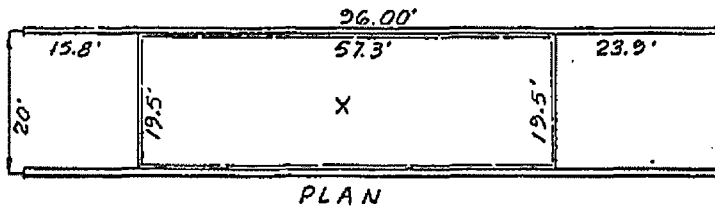
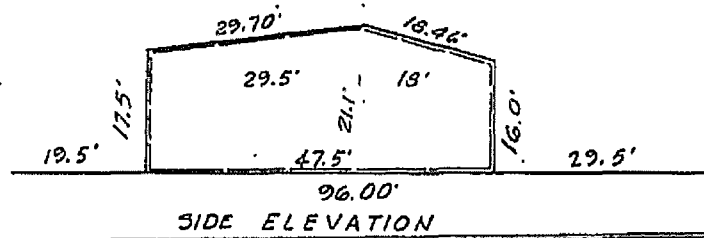
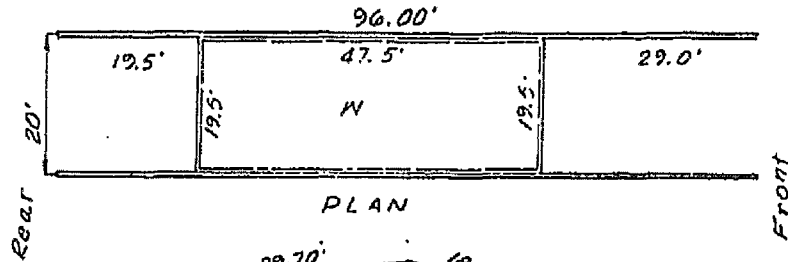
U300 (1020X130X2.00)

BUILDING № 3  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FILE 5597  
PAGE 366

BUILDING N° 3  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

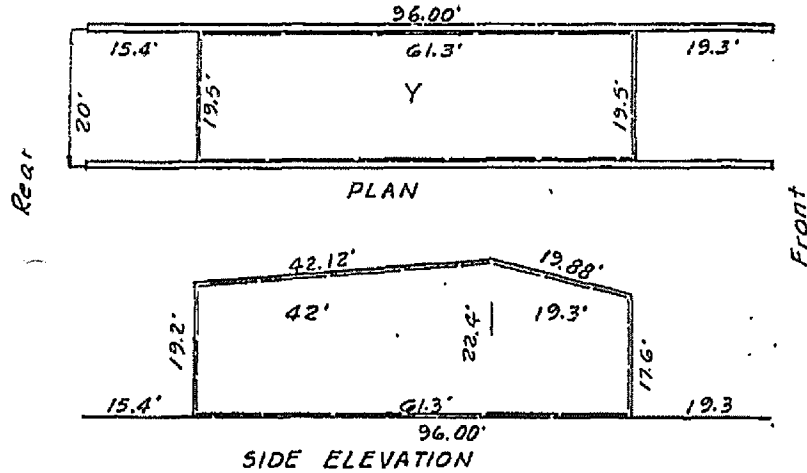


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—— INDICATES COMMON ELEMENTS

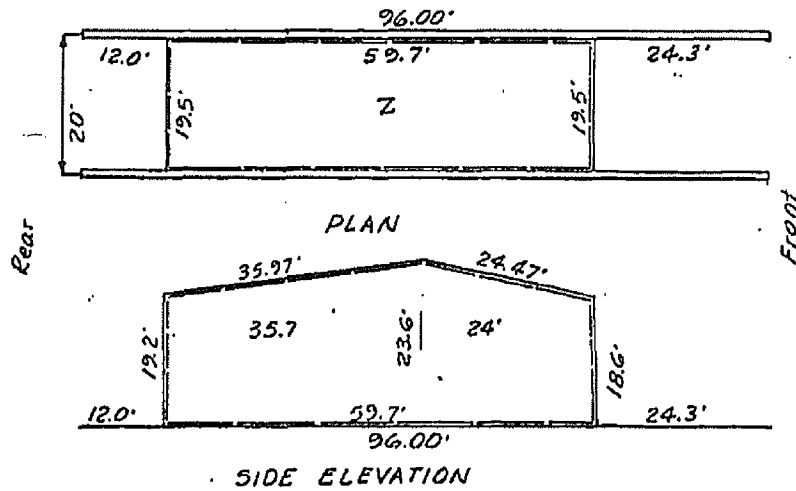
Sheet 2 of 4

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BUILDING N° 3  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



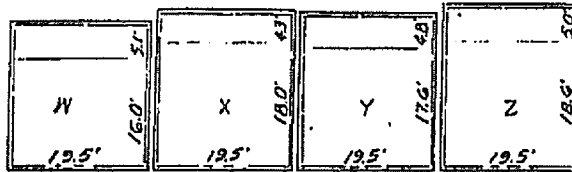
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— INDICATES COMMON ELEMENTS



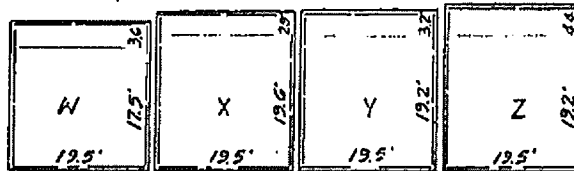
Sheet 3 of 4

REF 5597  
PAGE 268

BUILDING NO. 3  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

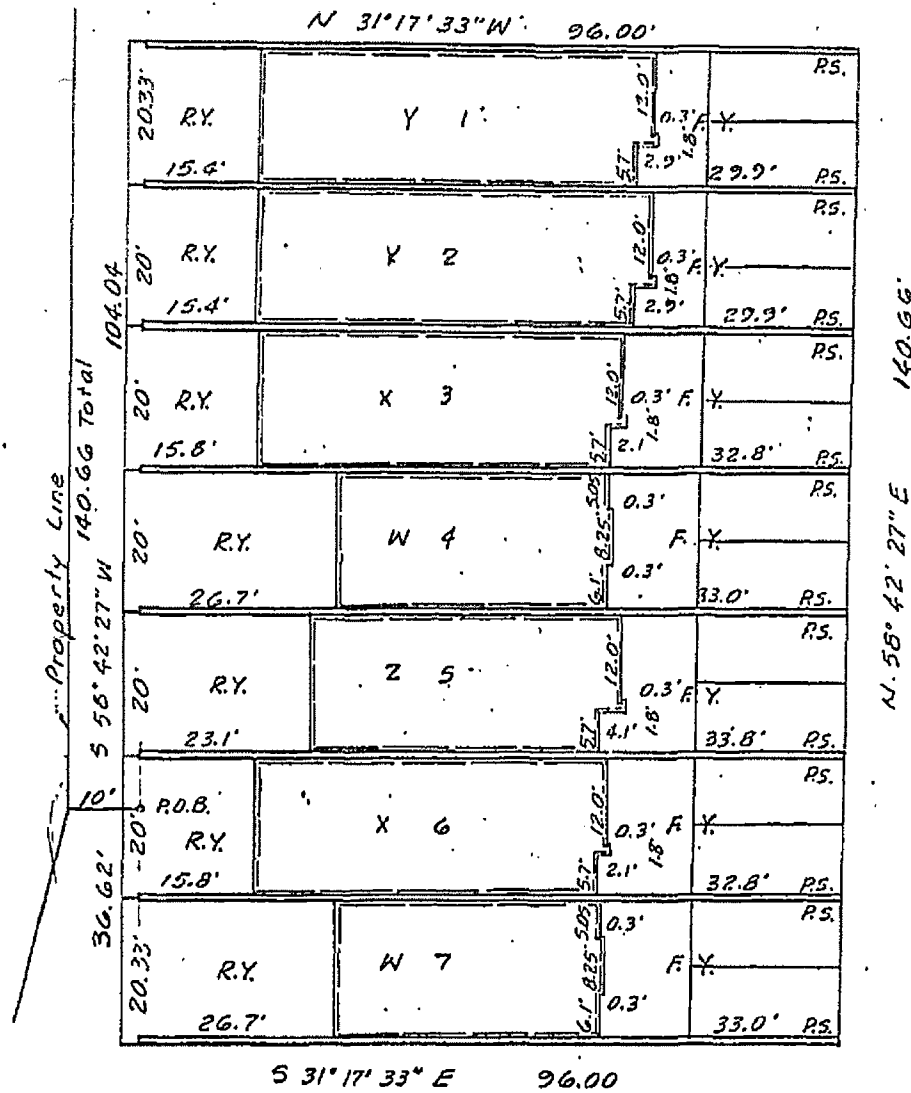
- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 4 of 4

REF 5597  
PAGE 369

USFO (1621X3105X2 III)

BUILDING No 4  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



Scale:  
1" = 20'

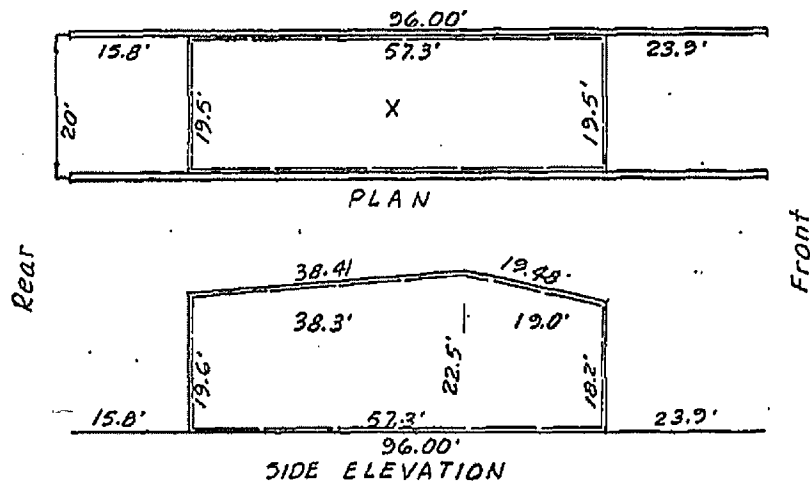
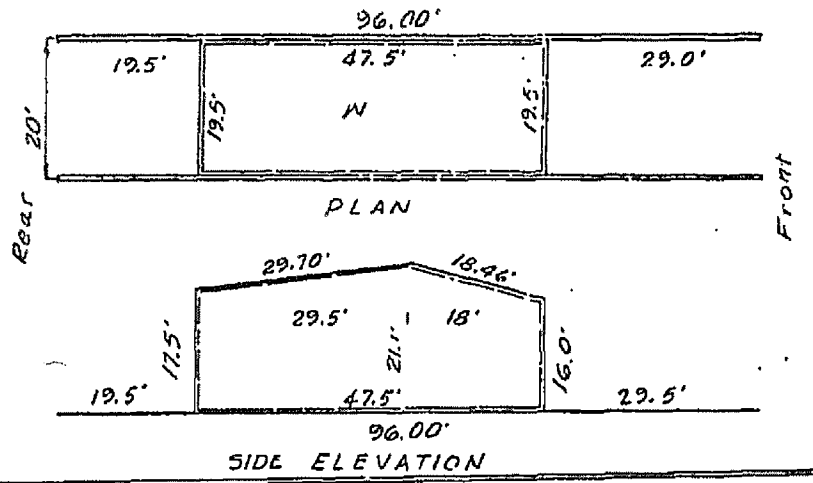
LEGEND:  
— BOUNDARY OF  
INDIVIDUAL CONDOMINIUM UNIT  
— INDICATES COMMON  
ELEMENTS.  
P.S. - PARKING SPACE  
F.Y. - FRONT YARD  
R.Y. - REAR YARD

Sheet 1 of 4

DEED 5597  
PAGE 370



BUILDING N° 4  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

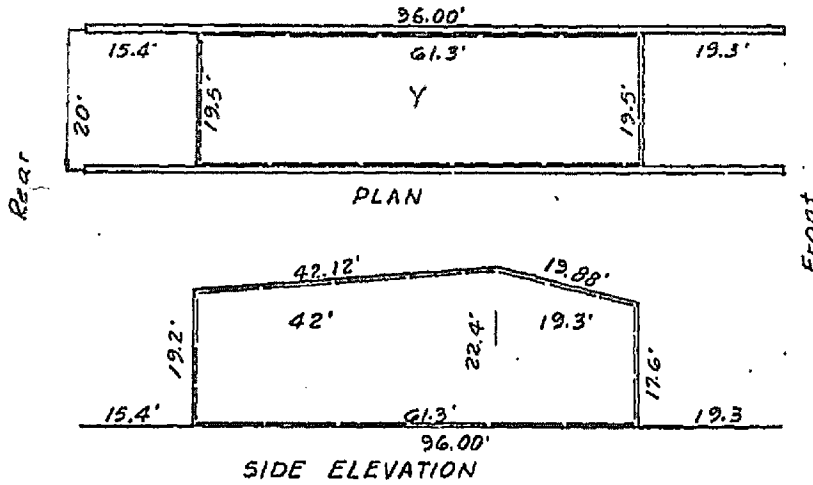


LEGEND:  
 ——— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
 ——— INDICATES COMMON ELEMENTS

Sheet 2 of 4

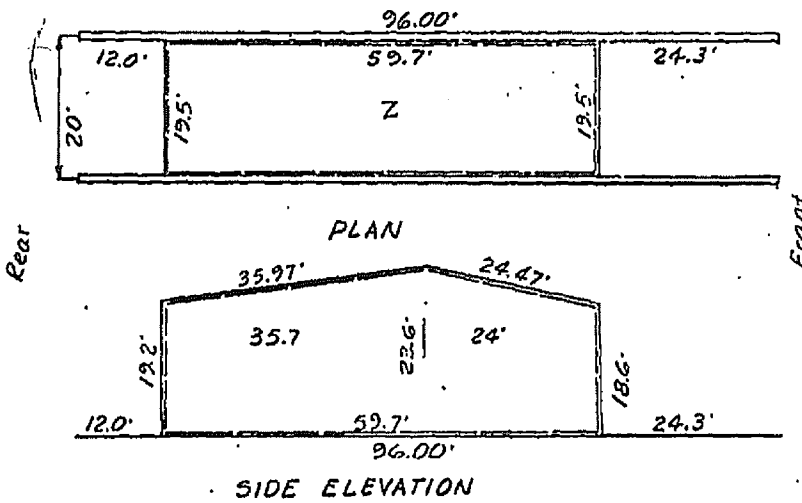
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BUILDING N# 4  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:

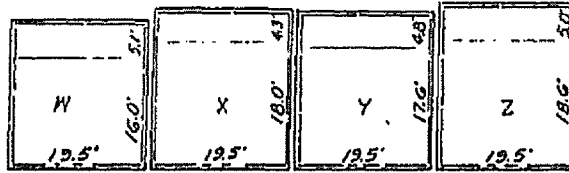
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INDICATES COMMON ELEMENTS



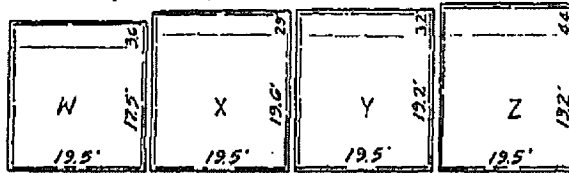
Sheet 3 of 4

REC 5597  
PAGE 372

BUILDING NO. 4  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



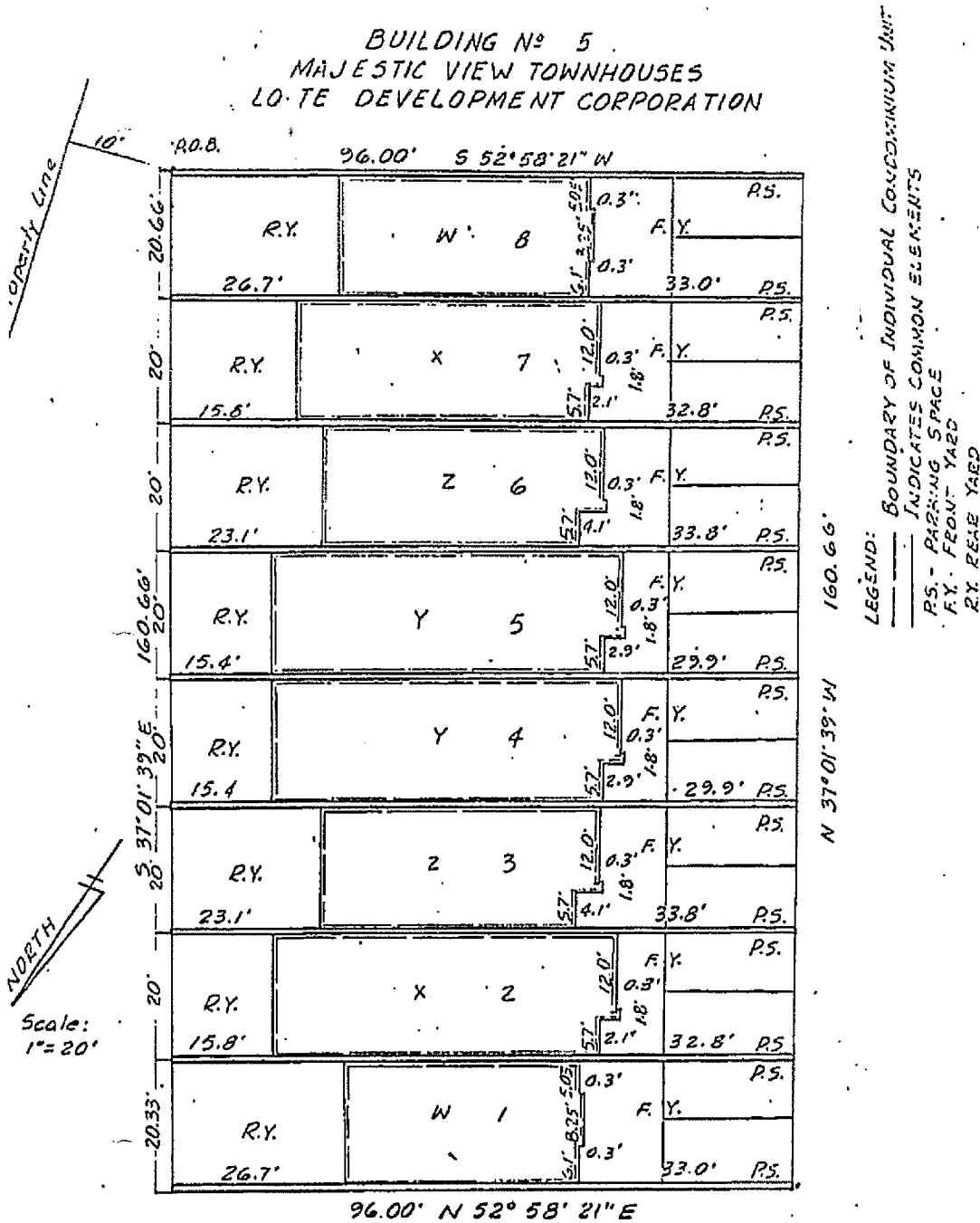
REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 4 of 4

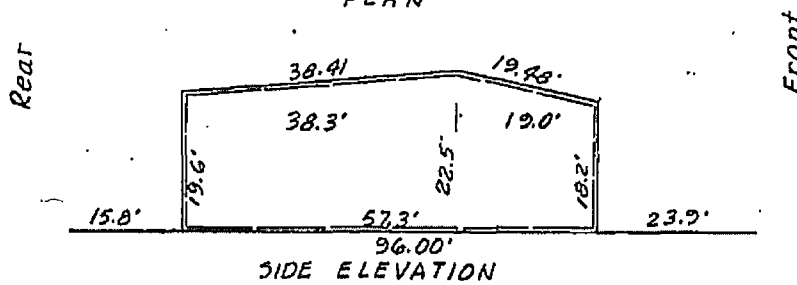
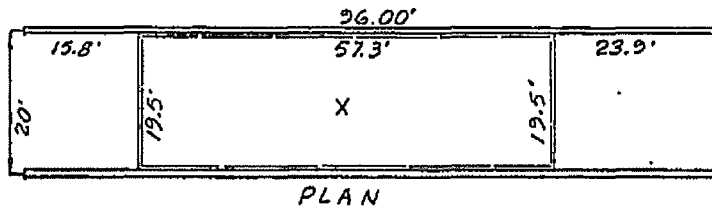
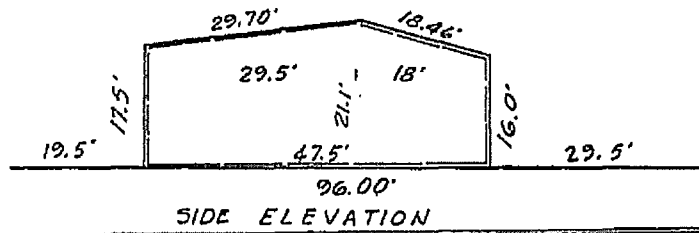
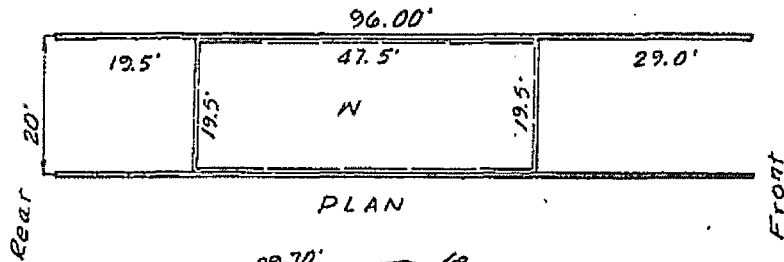
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Sheet 1 of 4

FILE 5597 PAGE 374

BUILDING N° 5  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



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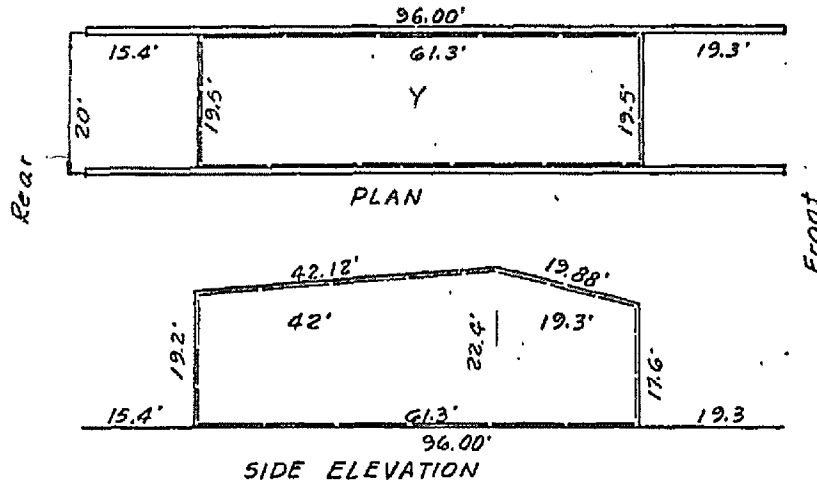
- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 2 of 4

REF 5597  
PAGE 375

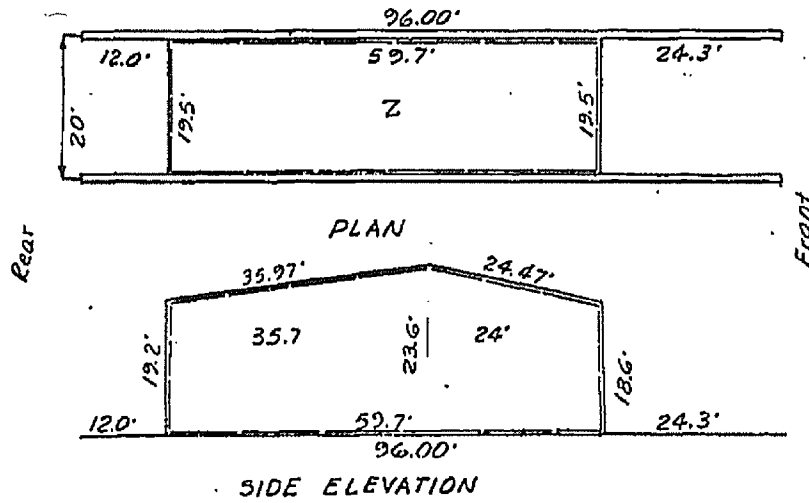
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BUILDING N# 5  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



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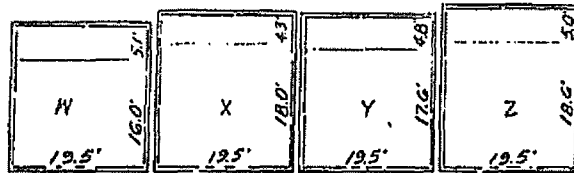
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— INDICATES COMMON ELEMENTS



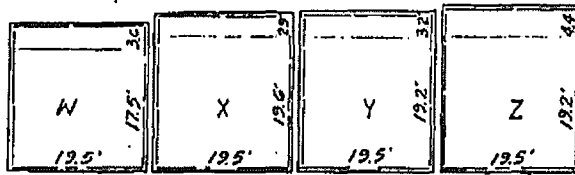
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REF 5597 RME 376

BUILDING NO. 5  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



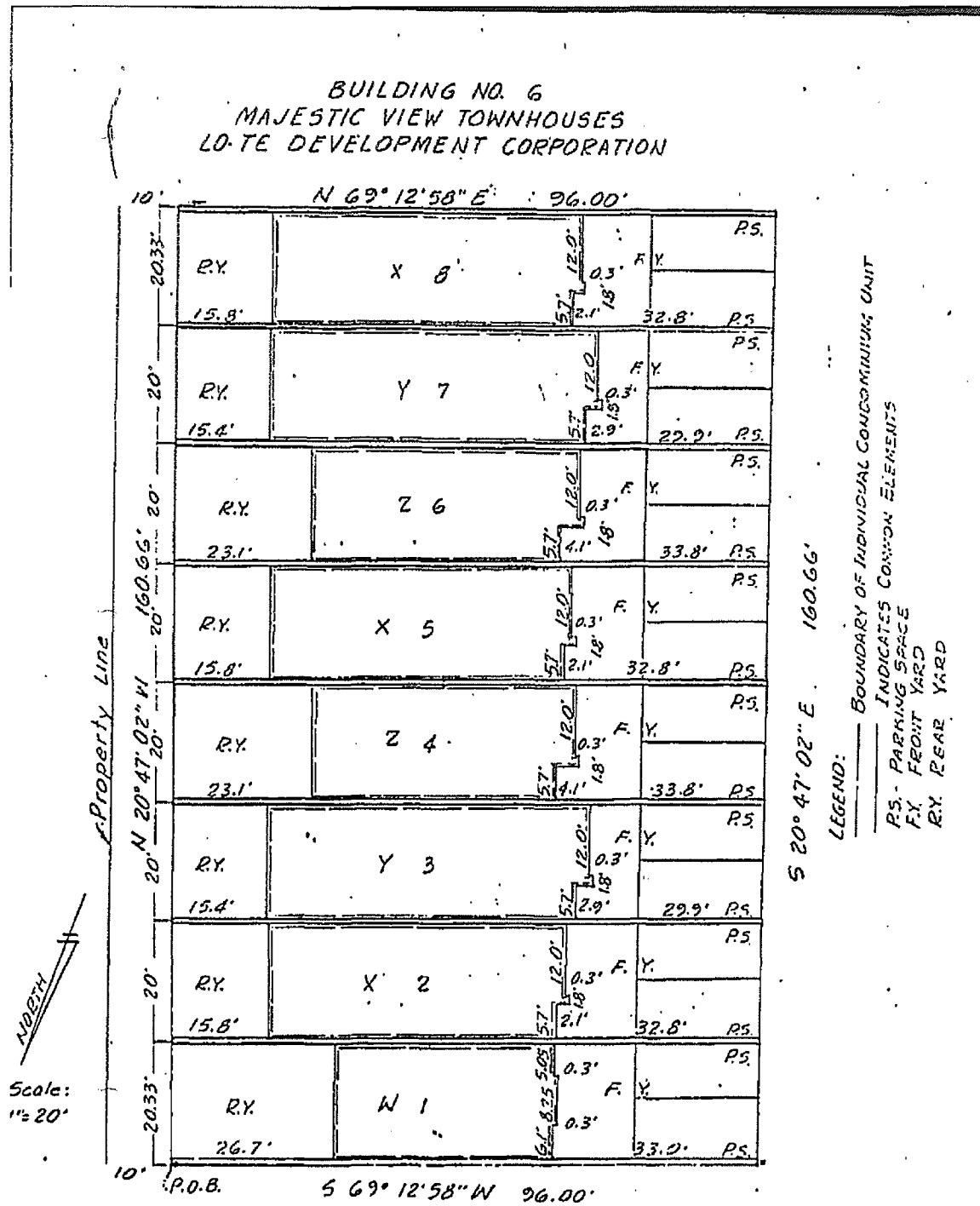
REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 4 of 4

REC 5597 PAGE 377

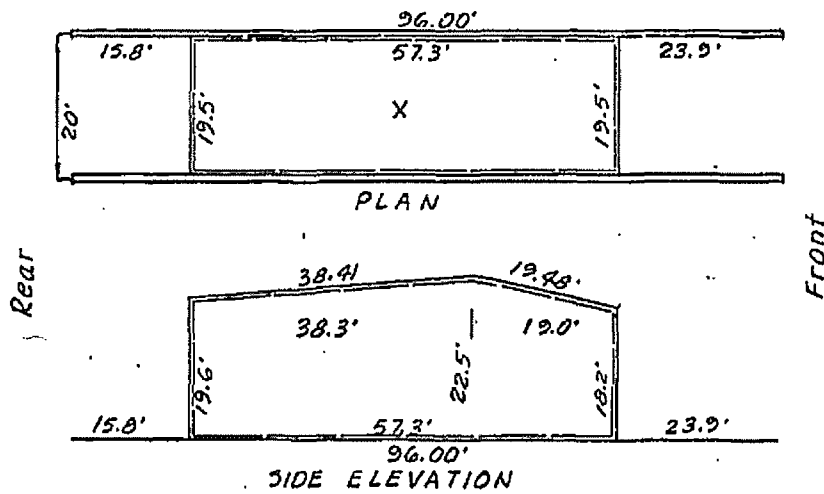
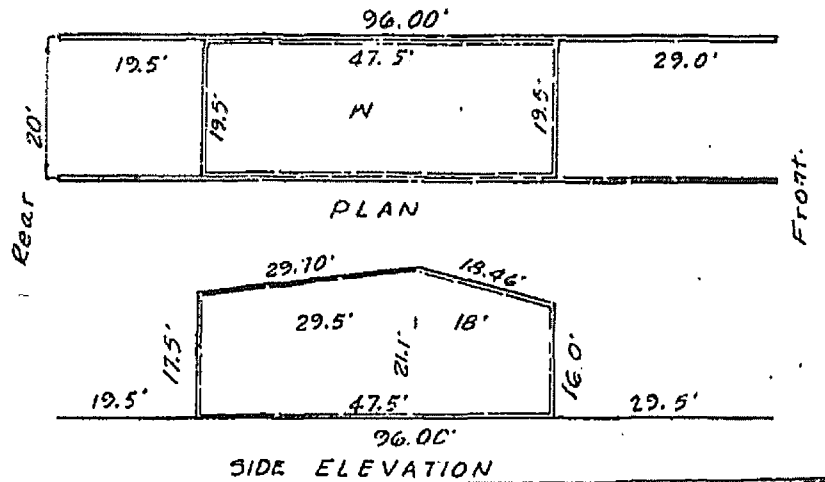


Sheet 1 of 4

REF 5597  
PAGE 378



BUILDING N° 6  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



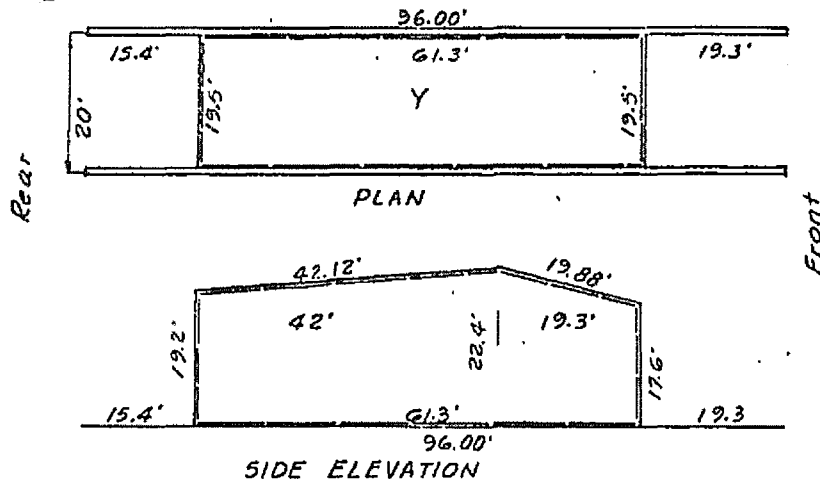
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- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 2 of 4

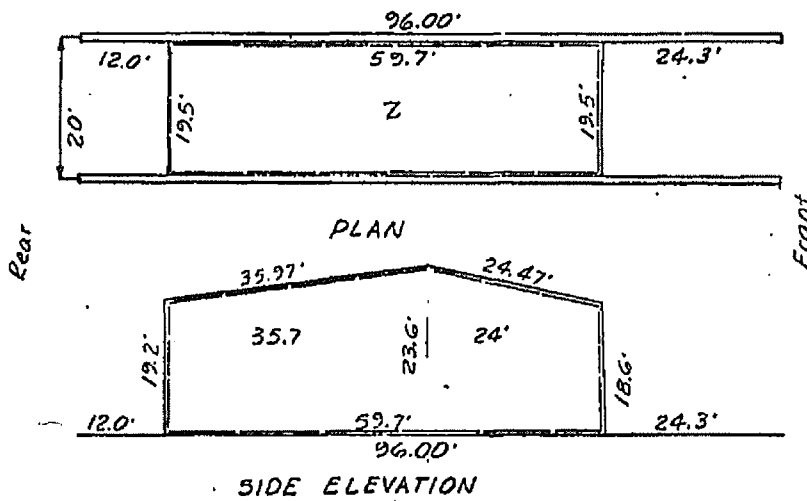
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BUILDING NO 6  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



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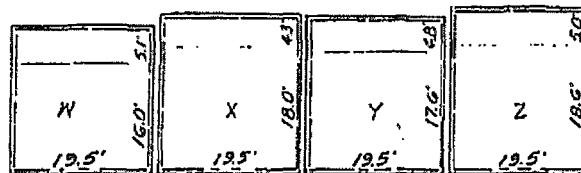
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INDICATES COMMON ELEMENTS



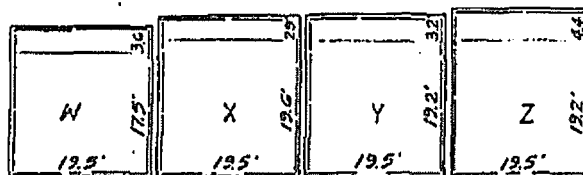
Sheet 3 of 4

THE  
5597  
PAC 380

BUILDING NO. 6  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

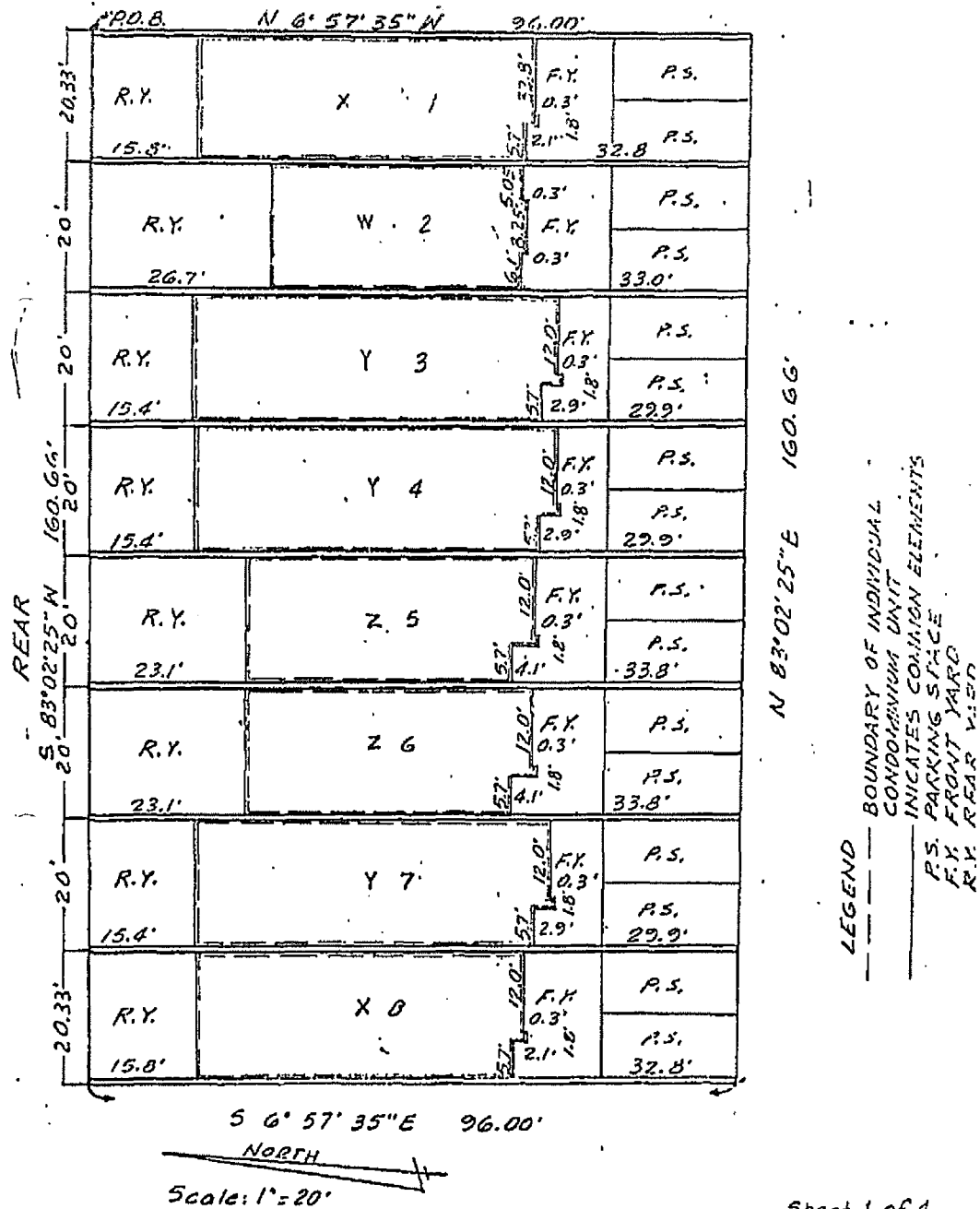
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- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 4 of 4

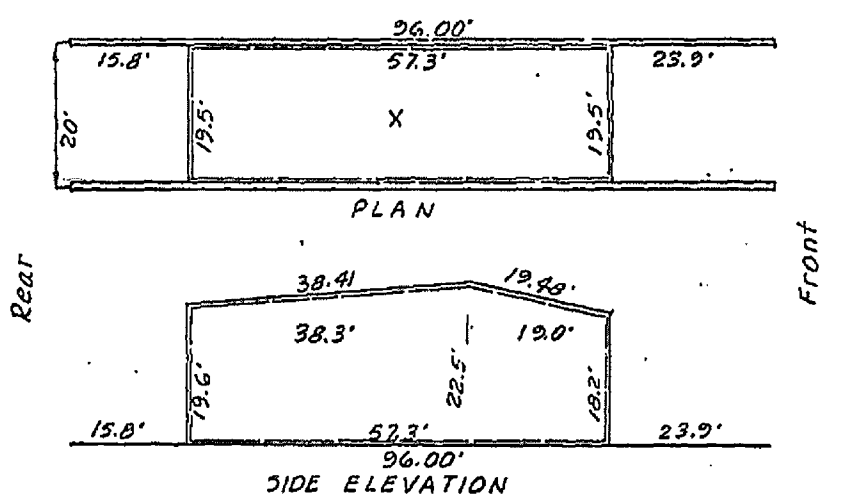
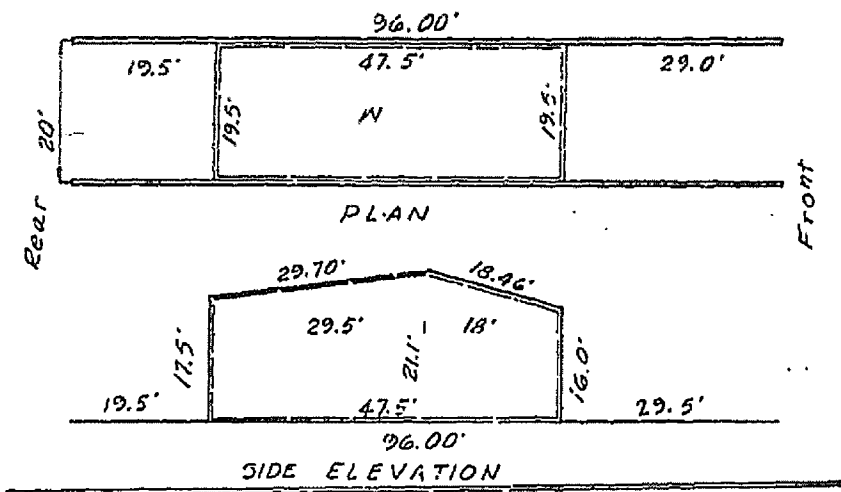
REF 5597 PAGE 381

BUILDING № 7  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



5597  
RUE 382

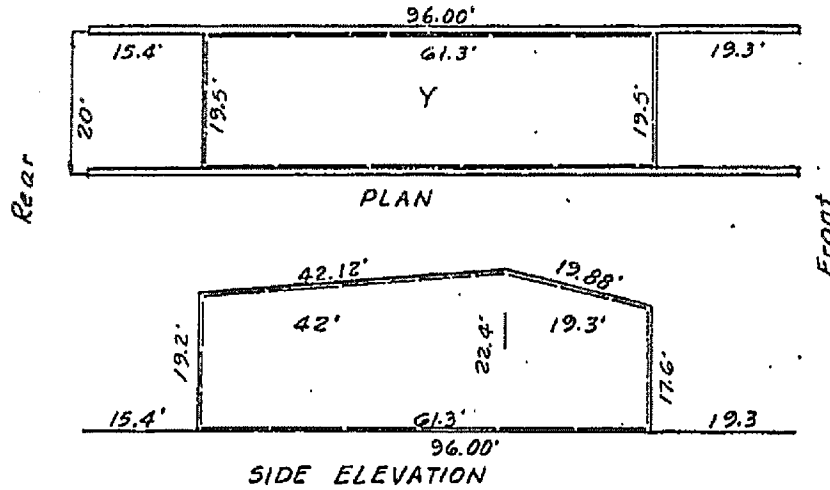
BUILDING N° 7  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



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 ————— INDICATES COMMON ELEMENTS

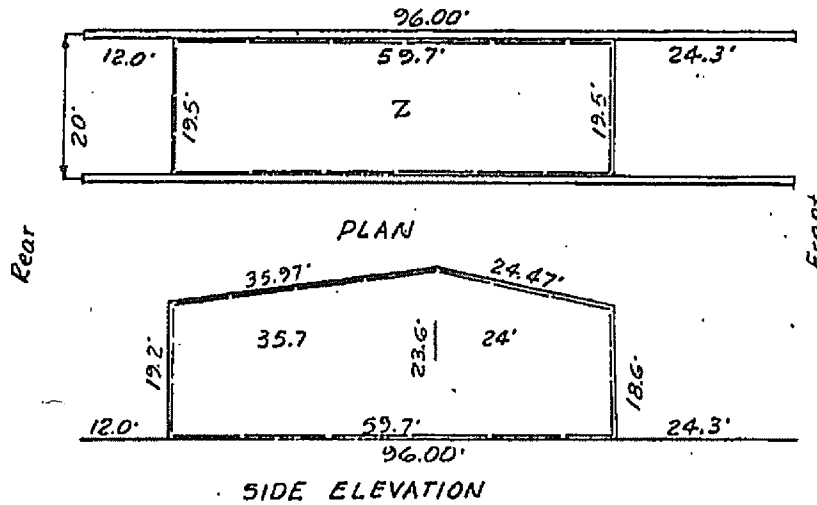
THE 5597 883

BUILDING No 7  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



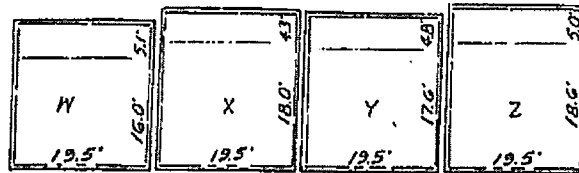
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BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
INDICATES COMMON ELEMENTS

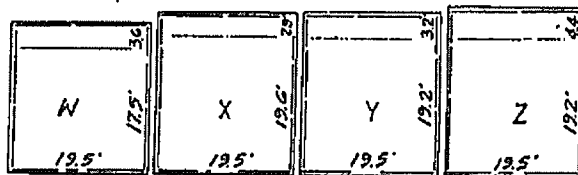


Sheet 3 of 4

BUILDING NO. 7  
MAJESTIC VIEW TOWNHOUSES  
LOTE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

Sheet 4 of 4

**J. J. GARCIA  
& ASSOC., INC.**

**Consulting Engineers**  
11039 N.E. 6TH AVENUE  
MIAMI, FLORIDA 33161

TELEPHONE (305) 788-7888

MEMBER: N.S.P.E.  
F.E.S.  
A.W.W.A.  
P.P.C.A.

**EXHIBIT A-1**

**LEGAL DESCRIPTION FOR MAJESTIC VIEW  
CONDOMINIUM NUMBER ONE**

**LO-TE DEVELOPMENT CO.**

A parcel of land in the SE 1/4 of Section 8, and in the SW 1/4 of Section 9, Township 50 South, Range 41 East, Broward County, Florida, said parcel including a portion of Block 4 in said Section 8 and a portion of Block 3, in said Section 9, according to the EVERGLADES PLANTATION COMPANY AMENDED PLAT, as recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said SE 1/4 Section 8; thence run S01°37'15"E along the East line of said SE 1/4 for 256.81 feet, thence run N58°42'27"E for 101.06 feet, thence run S37°01'39"E for 125.63 feet, thence run S63°26'15"E for 39.08 feet, thence run S37°01'39"E for 35.00 feet, thence run S52°58'21"W for 69.38 feet, thence run S20°47'02"E for 621.98 feet, to the Point of Beginning; Thence run S20°47'02"E for 187.76 feet, thence run S25°35'37"E for 251.90 feet, to a point on a curve concave to the Southeast running N26°00'00"W radial from the center of said curve having a radius of 119.91 feet through a central angle of 19°40'55", thence run Southwesterly along arc of said curve for 41.19 feet to a point of reverse curve, thence run Southwesterly along the arc of said curve having a radius of 181.59 feet through a central angle of 43°28'46" for 137.81 feet to a point of reverse curve, thence run Southwesterly along the arc of said curve having a radius of 448.99 feet through a central angle of 21°07'16" for 165.51 feet to a point of compound curve, thence run Southwesterly along the arc of said curve having a radius of 36.64 feet through a central angle of 58°26'00" for 37.37 feet to a point, thence run S81°45'25"W for 51.13 feet, thence run S01°21'04"W for 31.74 feet to a point of curve of a circular curve to the left, thence run Northwesterly along the arc of said curve having a radius of 62.19 feet through a central angle of 90°17'04" for 98.00 feet, thence run N88°56'00"W for 147.60 feet to a point of curve of a circular curve to the right, thence run Northwesterly along the arc of said curve having a radius of 183.92 feet through a central angle of 84°07'32" for 270.04 feet to a point of compound curvature, thence run Northerly along the arc of said curve having a radius of 486.45 feet through a central angle



**J. J. GARCIA  
& ASSOC., INC.**

*Consulting Engineers*

11039 N. E. 8TH AVENUE  
MIAMI, FLORIDA 33161

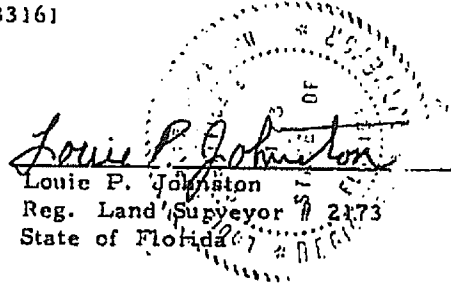
TELEPHONE (305) 758-7888

MEMBER: N.E.P.E.  
P.E.E.  
A.W.W.A.  
F.P.C.A.

Page 2 of 2

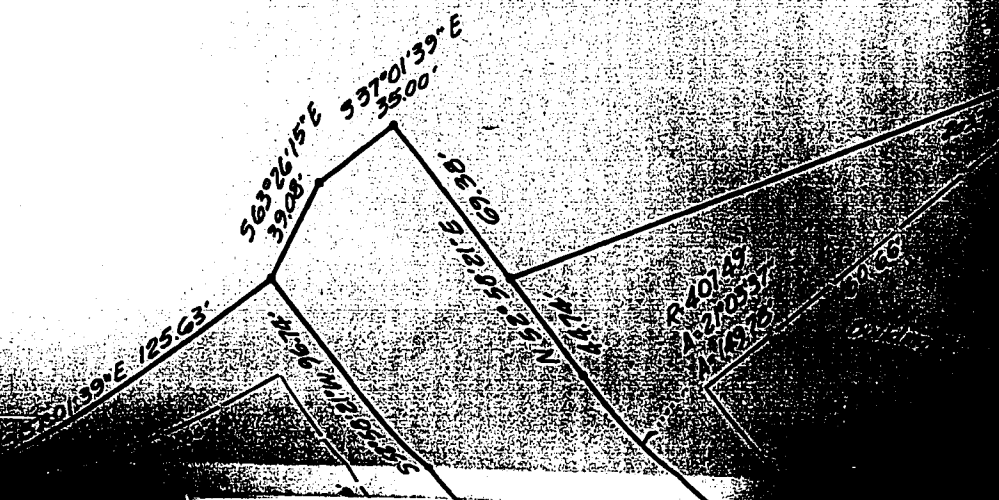
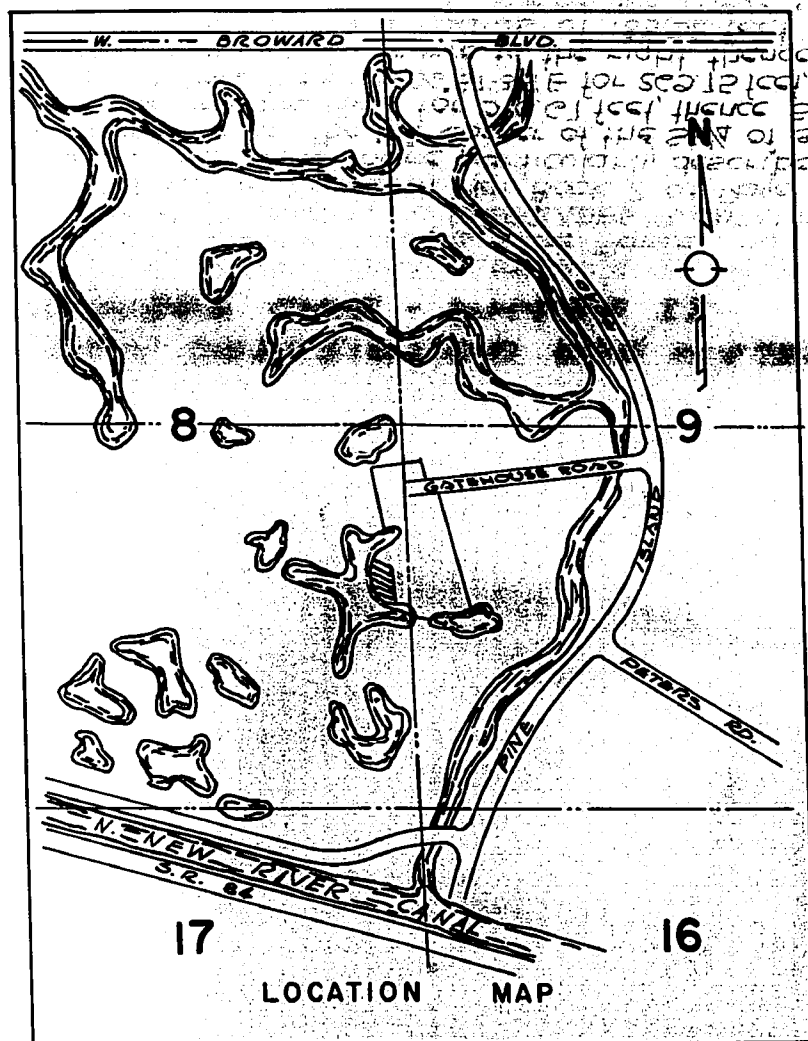
of  $11^{\circ} 27' 19''$  for 97.25 feet to a point of compound curvature, thence run Northeasterly along the arc of said curve having a radius of 248.29 feet through a central angle  $49^{\circ} 52' 09''$  for 216.11 feet to a point, thence run  $S33^{\circ} 29' 00'' E$  for 119.43 feet, thence run  $N 83^{\circ} 02' 25'' E$  for 170.00 feet, thence run  $S 06^{\circ} 57' 35'' E$  for 430.85 feet to a point of curve of a circular curve to the right, thence run Southeasterly along the arc of said curve having a radius of 139.00 feet through a central angle of  $15^{\circ} 12' 10''$  for 36.88 feet, thence run  $N 81^{\circ} 45' 25'' E$  for 32.00 feet to a point on a curve concave to the Southwest running  $N 81^{\circ} 45' 25'' E$  radial from the center of said curve, having a radius of 171.00 feet through a central angle of  $15^{\circ} 12' 10''$  for 45.37 feet, thence run  $N 06^{\circ} 57' 35'' W$  for 252.84 feet, thence run  $N 83^{\circ} 02' 25'' E$  for 155.67 feet, then run  $N 20^{\circ} 47' 02'' W$  for 197.85 feet, thence run  $N 69^{\circ} 12' 58'' E$  for 126.00 feet to the Point of Beginning.

Prepared by: J. J. GARCIA & ASSOCIATES, INC.  
11039 N. E. SIXTH AVENUE  
MIAMI, FLORIDA 33161

  
Louis P. Johnston  
Reg. Land Surveyor # 2173  
State of Florida

Sheet 2 of 2

EXHIBIT A-2

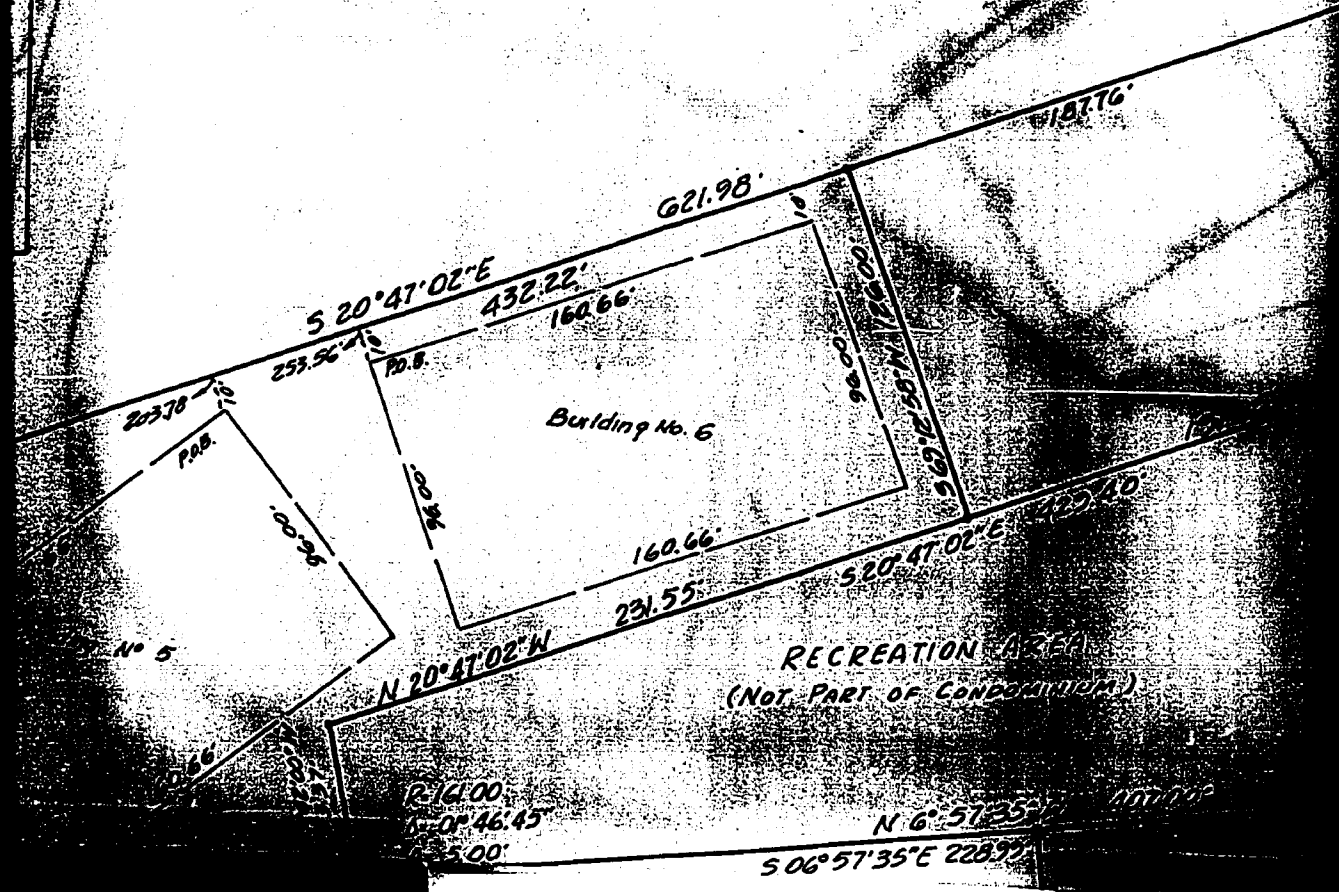


OFF. REC. 5806 PAGE 488

dead end  
excuse

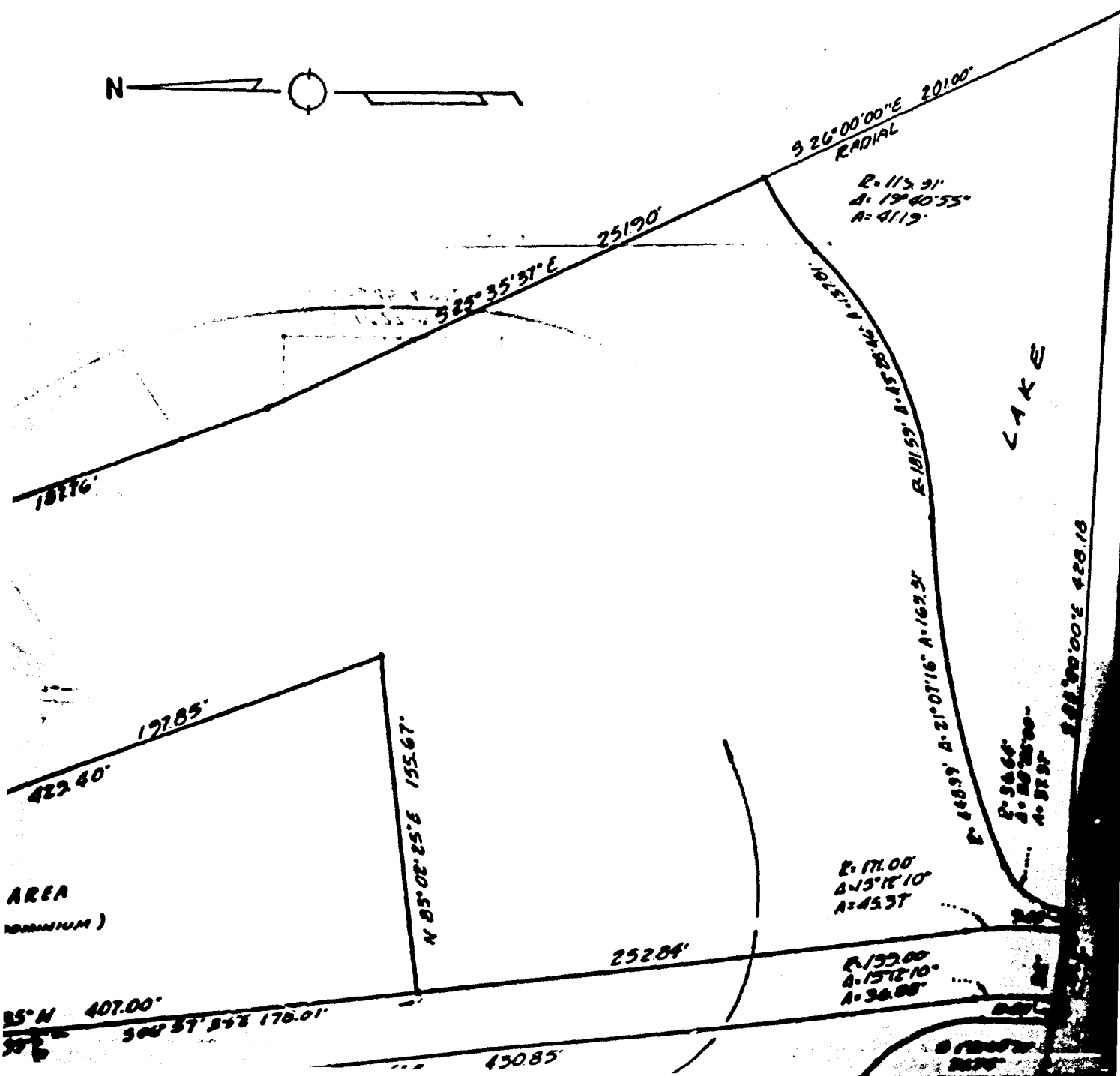
**DESCRIPTION**

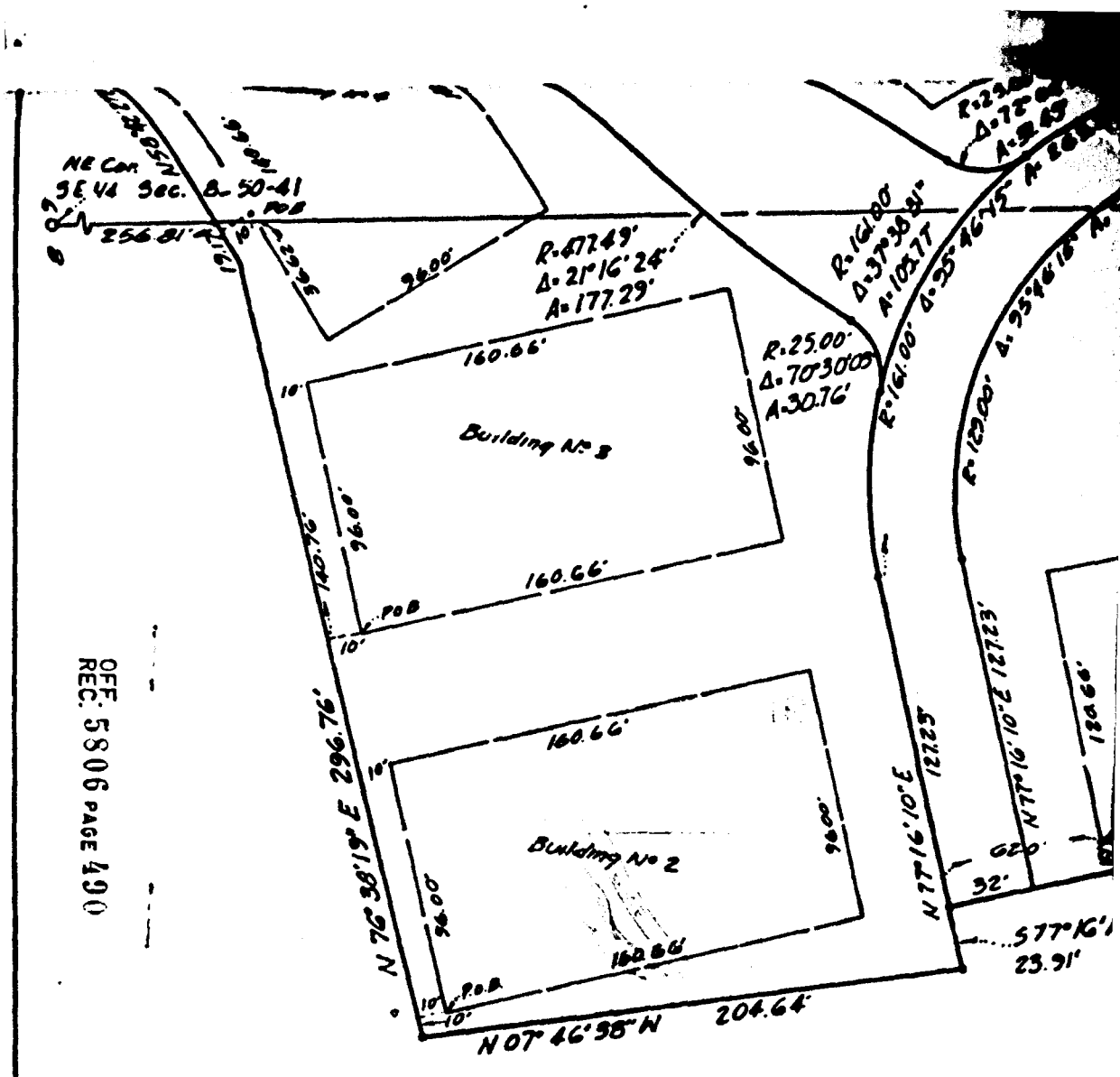
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ΕΠΙ ΤΗΣ ΕΚΤΕΛΟΥΣΑΣ ΤΗΣ ΑΝΤΙΣΤΑΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ  
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 ΕΚΔΙΔΟΥΣΑΣ ΝΕΣ ΟΙ ΟΜΟΛΟΓΟΙ ΤΗΣ ΕΚΔΙΔΟΥΣΑΣ ΤΗΣ ΕΑΝΩΝΤΙ ΟΝ ΤΗΣ  
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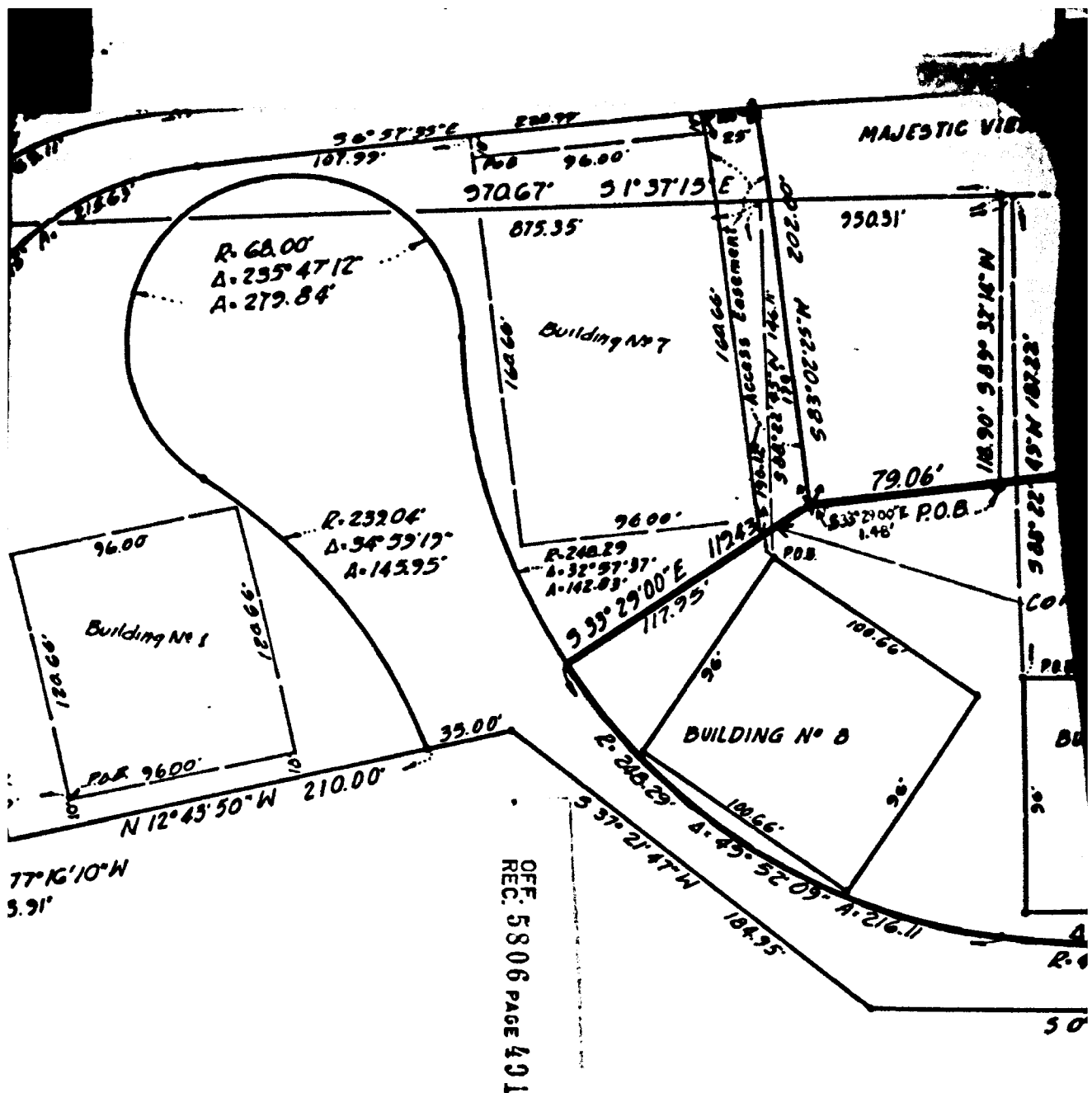
OFF. REC. 5806 PAGE 489





**LEGAL DESCRIPTION FOR MAJESTIC VII  
NUMBER ONE - PHASE II**

A Parcel of Land lying in the SE $\frac{1}{4}$  of Section 8, Town  
BROWARD COUNTY-FLORIDA, said Parcel including a por  
Section 8 according to EVERGLADES PLANTATION COMPANY  
Plat thereof recorded in Plat Book 2 at Page 7 of the P.  
FLORIDA, and being more particularly described as follo  
Commence at the N.E. Corner of the SE $\frac{1}{4}$  of said Section  
East line of said SE $\frac{1}{4}$  for 970.67 feet, thence S 85° 32' 14" W  
OF BEGINNING, thence S 06° 57' 35" E for 269.75 feet, thence Nor  
of curve of a circular curve to the right, thence westerly t  
said curve having a radius of 183.92 feet through a  
270.04 feet to a point of compound curve, thence North  
having a radius of 486.45 feet through a central ang  
to a point of compound curve, thence Northerly to  
having a radius of 248.29 feet through a central an  
thence S 33° 20' 00" E for 117.95 feet, thence S 06° 57' 35"  
BEGINNING.



## VIEW CONDOMINIUM

ownship 50 South, Range 41 East,  
portion of BLOCK 4 in said  
ANY AMENDED PLAT according to  
e Public Records of DADE COUNTY.  
follows:

ction 8, thence  $S. 01^{\circ} 37' 15" E$  along the  
 $14^{\circ} W$  for 118.50 feet to the POINT  
 $N 88^{\circ} 56' 00" W$  for 46.65 feet, to a point  
rly to Northerly along the arc of  
a central angle of  $84^{\circ} 07' 32"$  for  
ortherly along the arc of said curve  
angle of  $11^{\circ} 27' 15"$  for 57.25 feet  
terly along the arc of said curve  
angle of  $45^{\circ} 52' 09"$  for 216.11 feet,  
for 79.06 feet to the POINT OF

## DESCRIPTION

Condominium unit, or  
Condominium act and  
identified units which  
unit shall be deemed  
surface of the perimeter  
wallpaper, etc. walls  
to be a portion of said

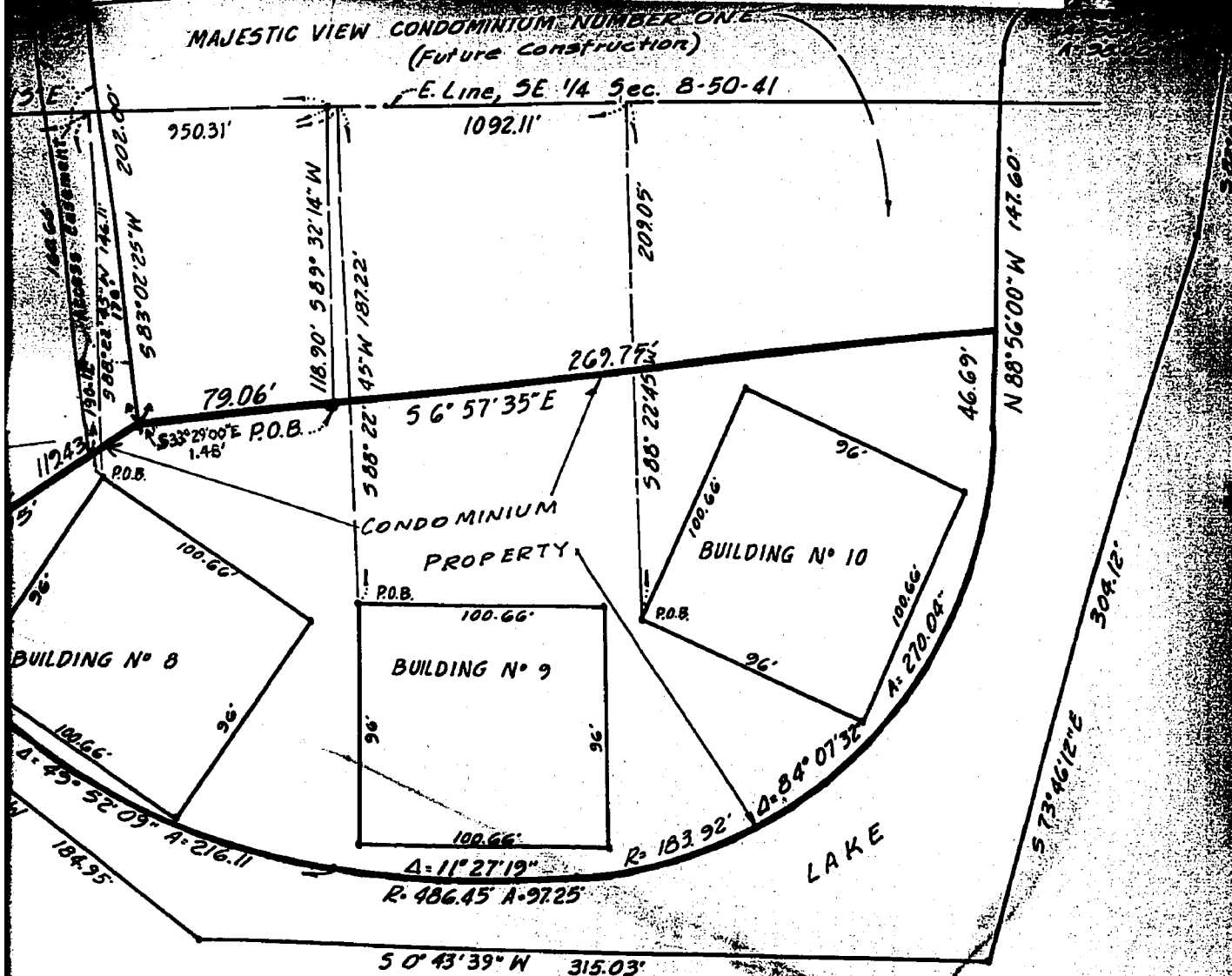
## DESCRIPTION

Common elements, and  
improvements and for  
the units, but shall include  
plumbing, wiring, and other  
and common elements  
unit which contribute

## DESCRIPTION

# MAJESTIC VIEW CONDOMINIUM NUMBER ONE (Future Construction)

E. Line, SE 1/4 Sec. 8-50-41



OFF. 5806 PAGE 492

## DESCRIPTION OF CONDOMINIUM UNIT

Condominium unit, or unit, or private dwelling is a unit as defined in the Condominium act and shall mean and comprise the separate numerically identified units which are designated in this exhibit. The boundaries of said unit shall be deemed to be and include the inner decorated and/or finished surface of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc. walls and partitions contained within said unit are deemed to be a portion of said unit.

## DESCRIPTION OF COMMON ELEMENTS

Common elements shall mean and comprise all of the real improvements and facilities of the Condominium property not included in the units, but shall include easements for units for conduits, pipe, plumbing, wiring, and other facilities for the furnishing of utility services and common elements and easements of support in every part of the unit which contributes to the support of the improvements.

## DESCRIPTION OF LIMITED COMMON ELEMENTS

*Note: Buildings 1 thru 7 are part of Majestic View Condominium Number One.*

# MAJESTIC VIEW

LOCATION

OFF. 5806 PAGE 493



*Condominium Number One, Phase I*

which are  
Unit 111  
fixed and/or  
and the  
exclusive  
assigned part  
rear yards to  
on this exhibit

### **OWNERSHIP**

Common element  
the Condominium  
to the Declarant

### **CERTIFICATION**

This Exhibit  
the wording of  
of the improvement  
the identity, location  
elements and

## **EXHIBIT A**

# **STIC VIEW CONDOMINIUM NUMBER**

LOCATION MAP, LEGAL DESCRIPTION AND LAND SURVEY

**J. J. GARCIA AND ASSOCIATES**  
CONSULTING ENGINEERS  
LAND SURVEYORS  
11039 N.E. 6TH AVE  
MIAMI - FLORIDA

OFF. 5806 PAGE 494  
REC. 5806


Limited common elements shall mean and comprise those common elements which are identified in this exhibit, which are reserved for the use of certain unit. The Limited common elements include the Balcony or terrace and the fixed and/or sliding doors in the entrance way to said Balcony or terrace and the wiring, electrical outlets and fixtures thereon, if any, and are for the exclusive use of owner of the connecting unit. Each unit owner shall be assigned parking space and shall have the use of appurtenant front and rear yards to each unit on the limited common element parking area shown on this exhibition in accordance with the unit owner's purchase agreement.

### OWNERSHIP OF COMMON ELEMENTS

Common elements and limited common elements are owned jointly by the Condominium unit owners in the percentages set forth in Exhibit D to the Declaration of Condominium.

### CERTIFICATION

This Exhibit A composed of a site survey and floor plans, together with the wording of the Declaration of Condominium is a correct representation of the improvements described therein, and there can be determined therefrom the identity, location, approximate dimensions and size of the common elements and of each Condominium unit.

  
LOUIE P. JOHNSTON R.L.S. No. 2173  
State of Florida



**NUMBER ONE - PHASE II**  
**AND SURVEY**

**DATES**

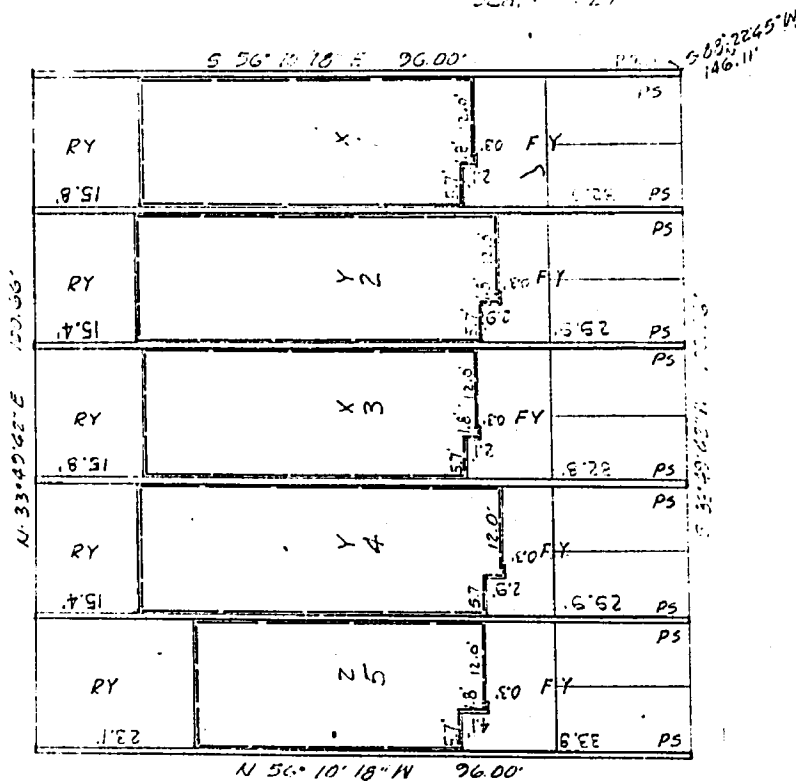
OFF.  
REC. 5806 PAGE 495

SURVEY SKETCH OF BUILDING NO. 8  
MAJESTIC VIEW TOWNHOUSES  
LO TE DEVELOPMENT CORPORATION OF AMERICA  
JACARANDA AREA 9

† NW Cor. 541 14  
Sec. 9-50-41

Foundation Plan

Scale: 1" = 20'



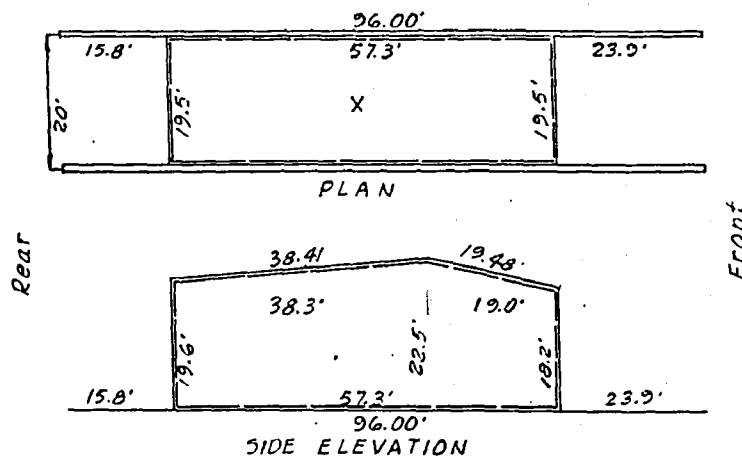
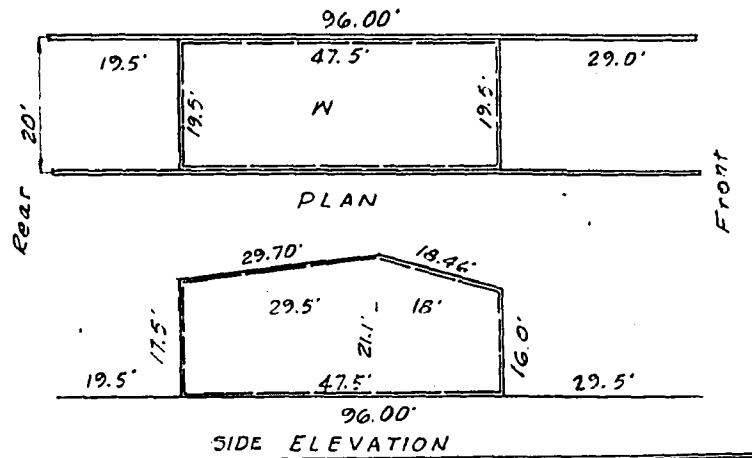
OFF: 5806 PAGE 496  
REC: 5806 PAGE 496

Legend

- Boundary of Individual Condominium Unit
- Indicates Common Elements
- PS Parking Space
- FY Front Yard
- RY Rear Yard

Sheet 1 of 4

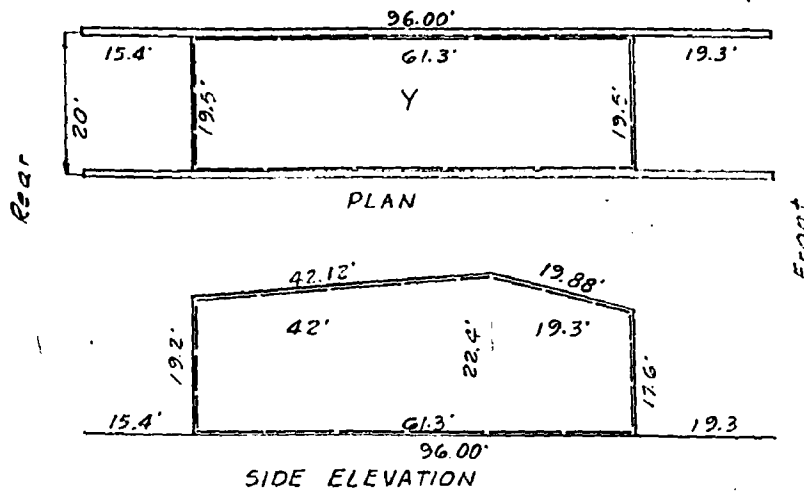
BUILDING N° 8  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:  
 ——— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
 ——— INDICATES COMMON ELEMENTS

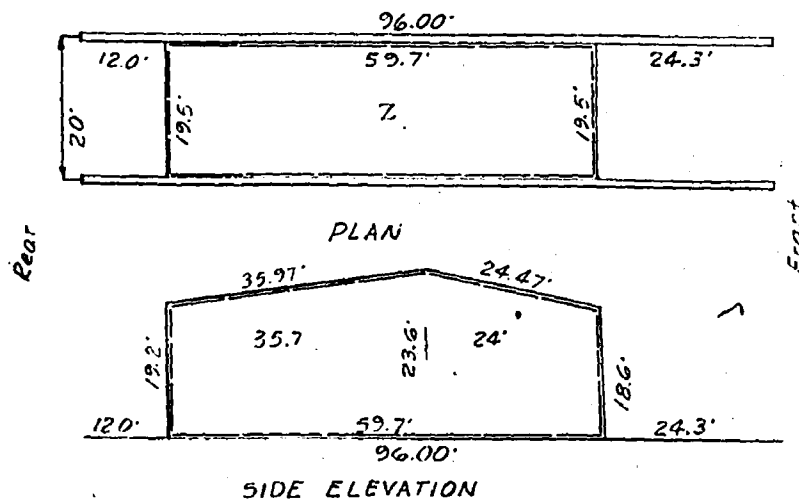
OFF. 5806 PAGE 497  
REC. 5806 PAGE 497

BUILDING No 8  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



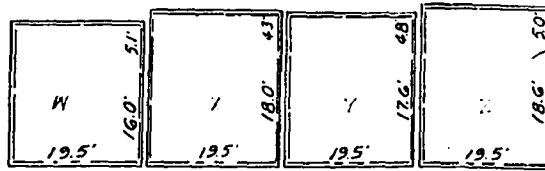
LEGEND

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

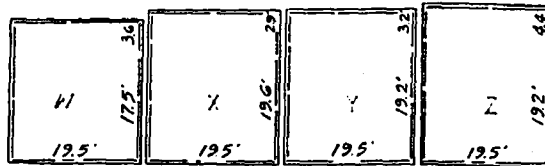


OFF. 5806 PAGE 438  
REC.

BUILDING NO. 8  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

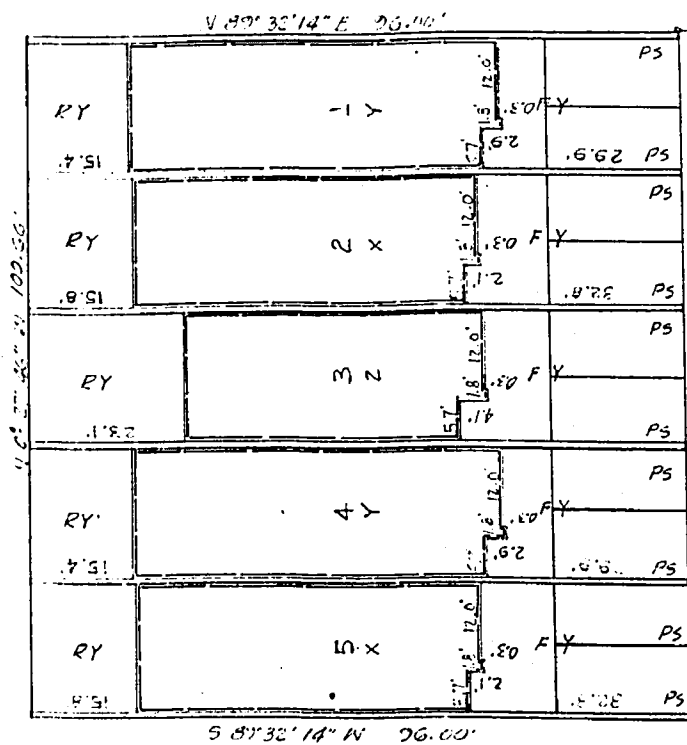
LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATED COMMON ELEMENTS

OFF: 5806 PAGE 499  
REC: 5806 PAGE 499

SURVEY SKETCH OF BUILDING NO. 9  
MAJESTIC VIEW TOWNHOUSES  
LOTE DEVELOPMENT CORPORATION OF AMERICA  
JACARANDA AREA 9

Foundation Plan



Legend

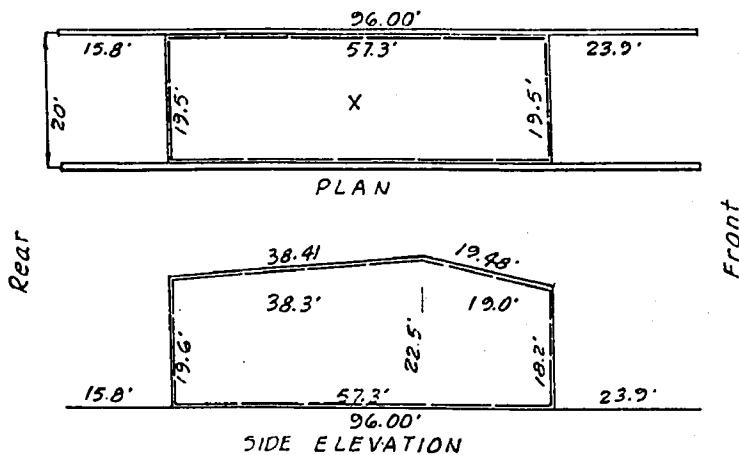
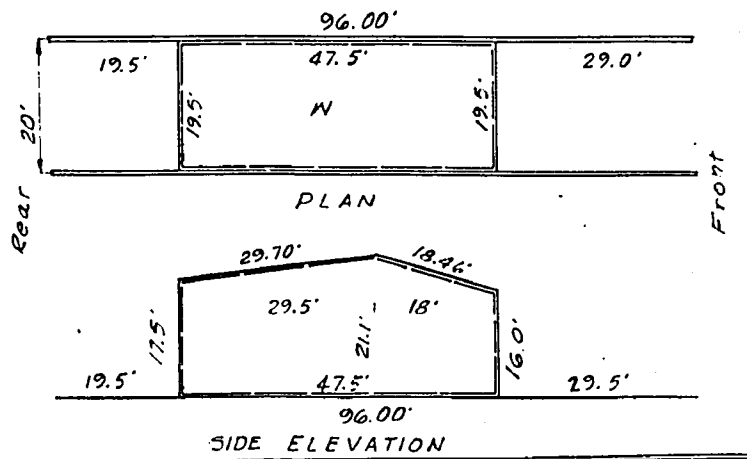
PS - Parking Space  
FY - Front Yard  
RY - Rear Yard

Boundary of individual condominium unit  
indicates common elements

Sheet 1 of 4

OFF: 5806 PAGE 500

BUILDING N° 9  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



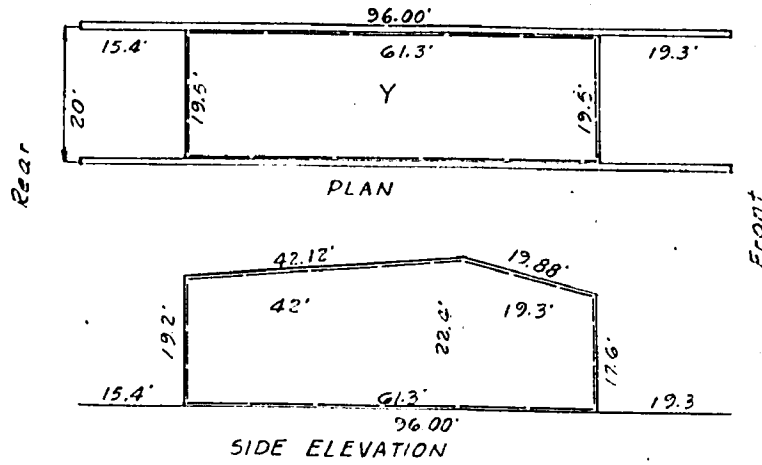
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—— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
—— INDICATES COMMON ELEMENTS

DEF. 5806 PAGE 501

Sheet 2 of 4

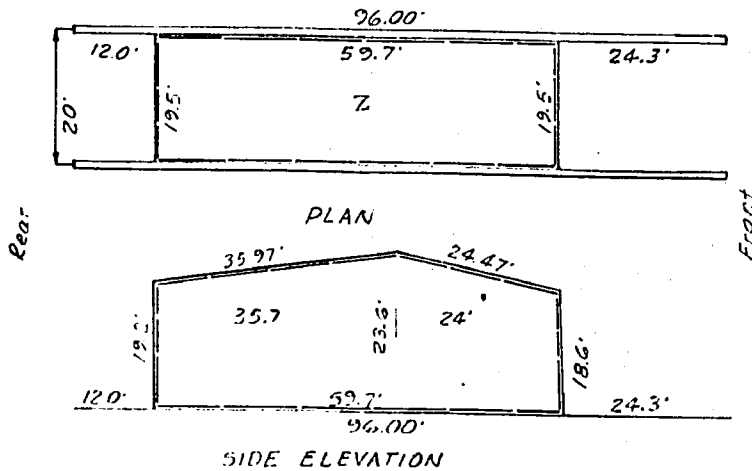


BUILDING No 9  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



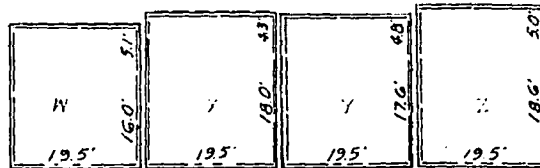
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- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

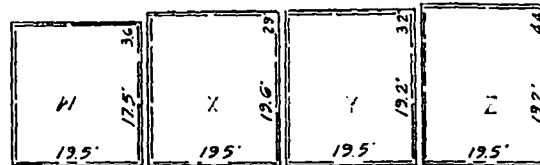


OFF. 5806 PAGE 502

BUILDING No. 9  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

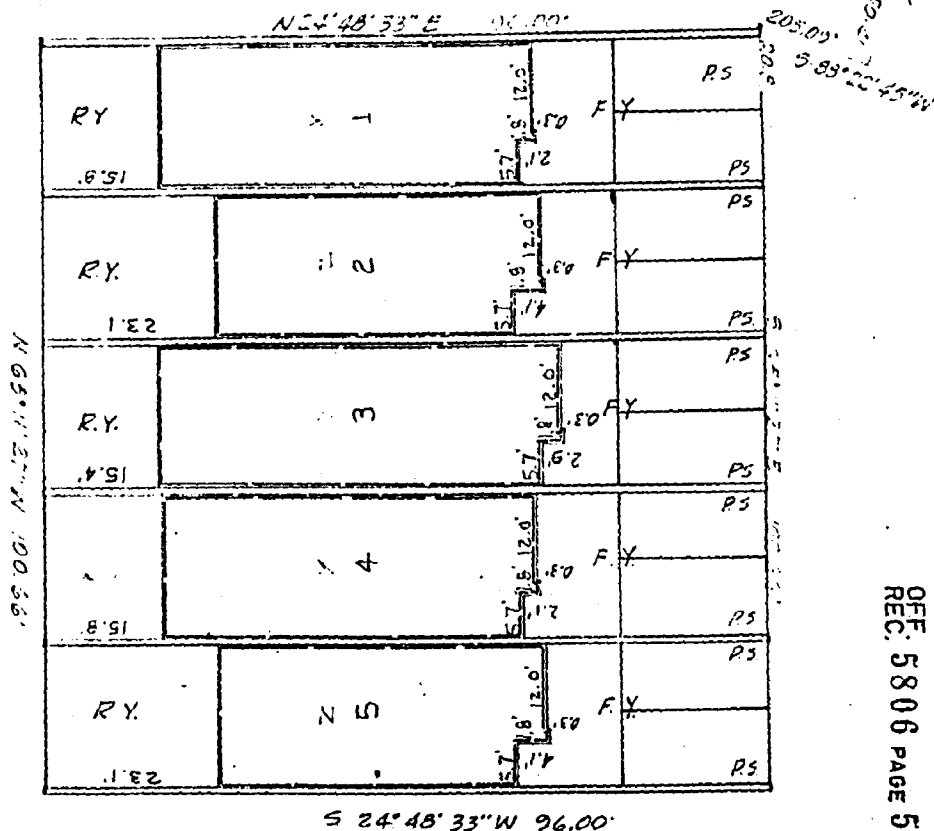
OFF. 5806 PAGE 503

Sheet 4 of 4

SURVEY SKETCH OF BUILDING NO. 10  
MAJESTIC VIEW TOWNHOUSES  
LOTE DEVELOPMENT CORPORATION OF AMERICA  
JACARANDA AREA 9

Foundation Plan

Scale: 1" = 20'



LEGEND

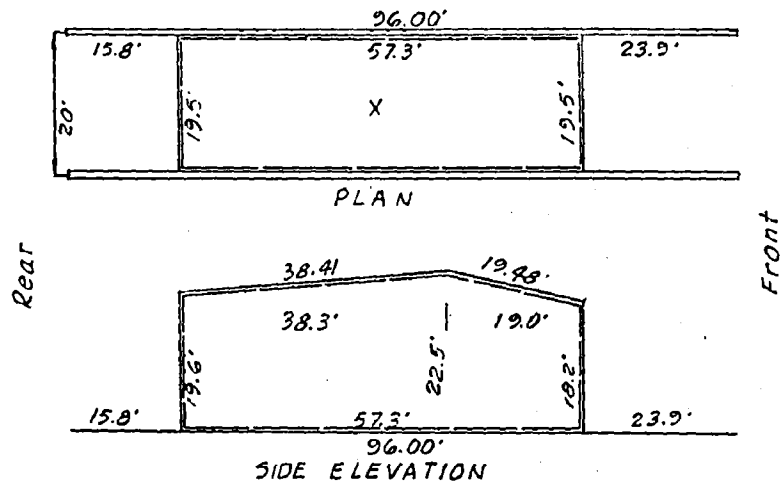
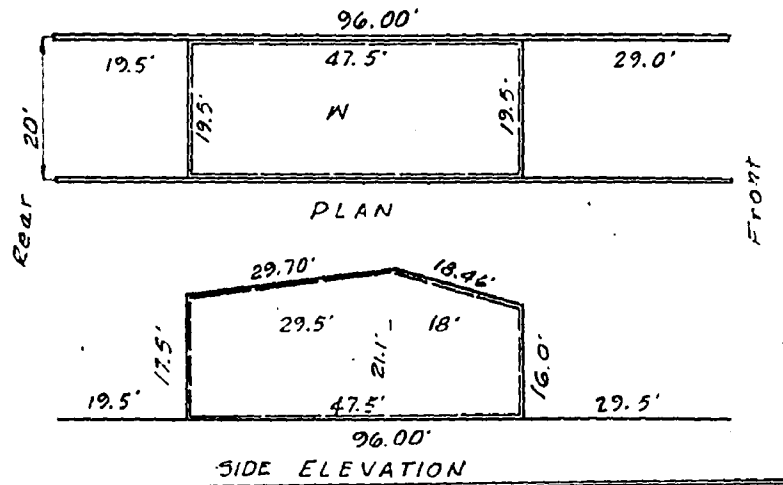
Boundary of individual Condominium Unit  
Indicates Common Elements

PS - Parking Space  
FY - Front Yard  
RY - Rear Yard

OFF. 5806 PAGE 504

Sheet 1 of 4

BUILDING N° 10  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

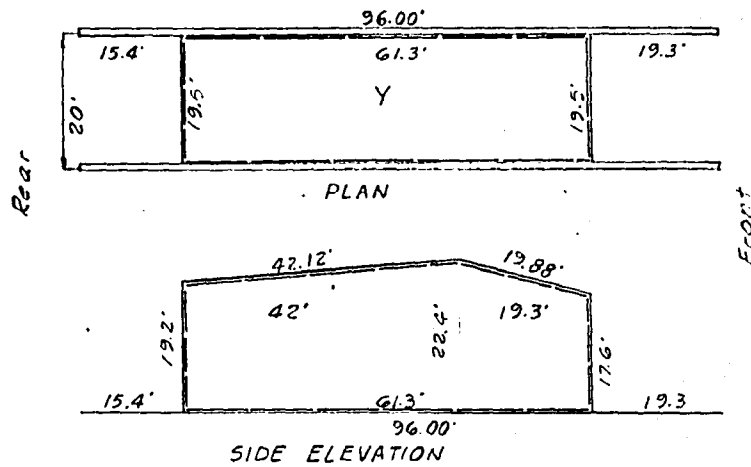


LEGEND:  
 ——— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
 ——— INDICATES COMMON ELEMENTS

DEF. 5806 PAGE 505

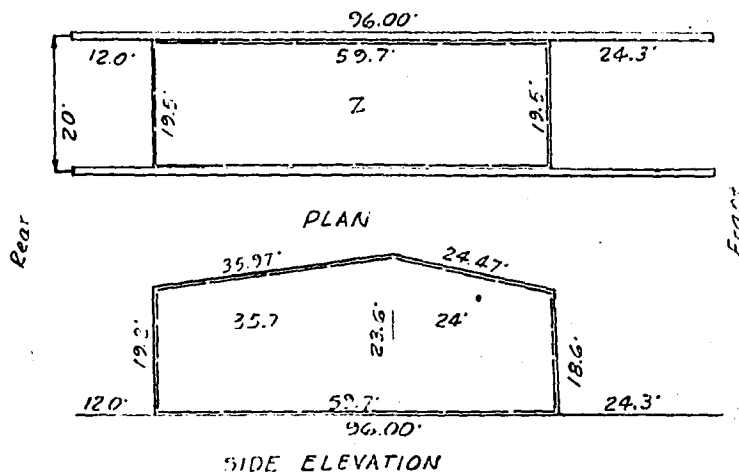
Sheet 2 of 4

BUILDING No 10  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND

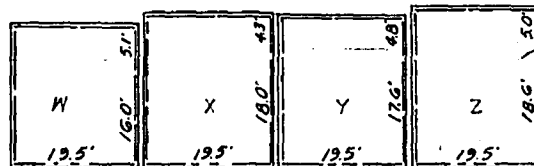
- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS



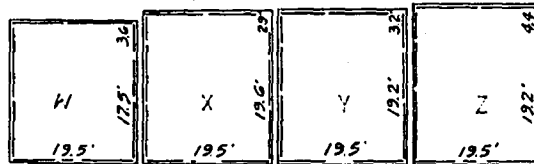
OFF: 5806 PAGE 506

Sheet 3 of 4

BUILDING NO.10  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



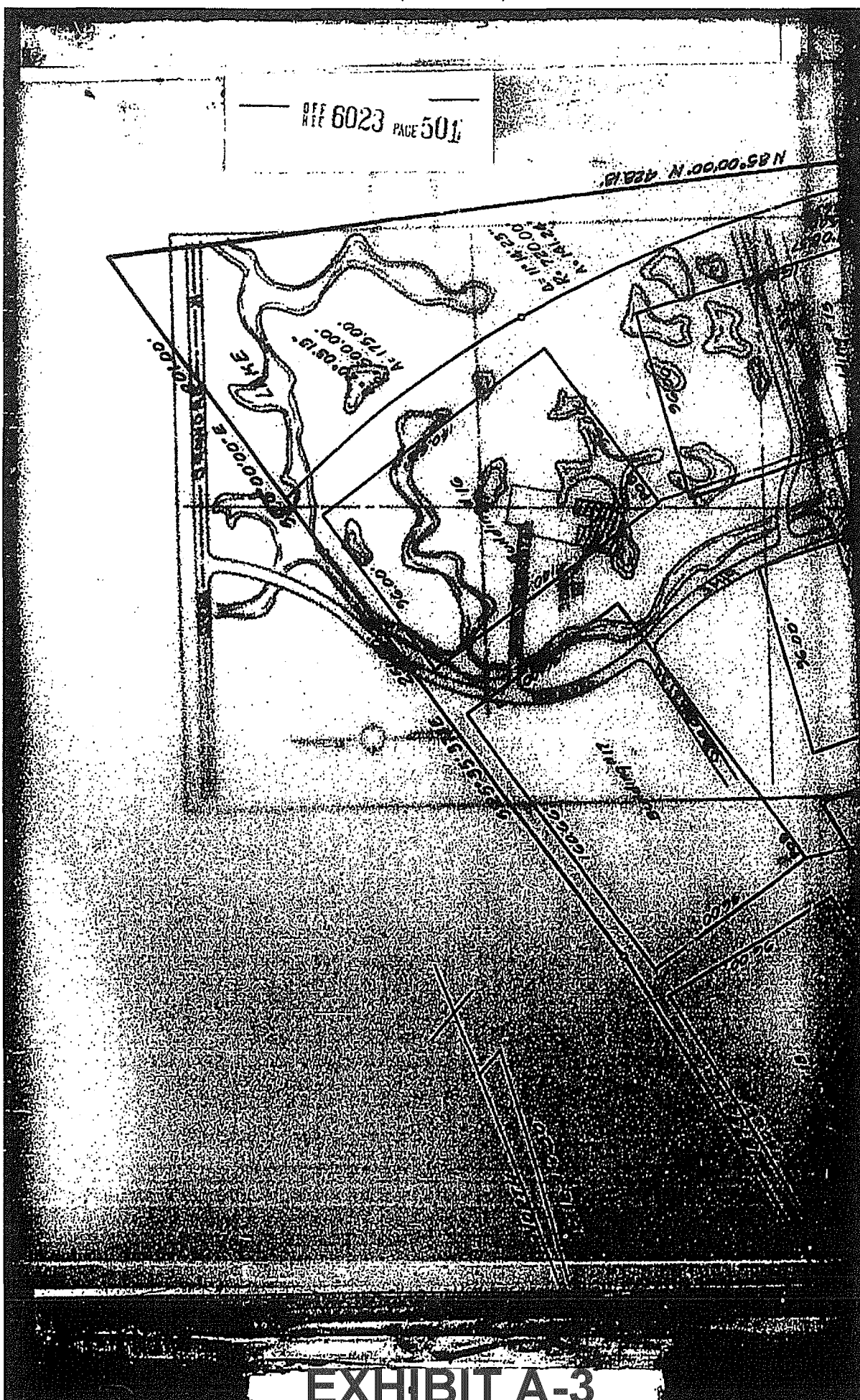
REAR ELEVATION

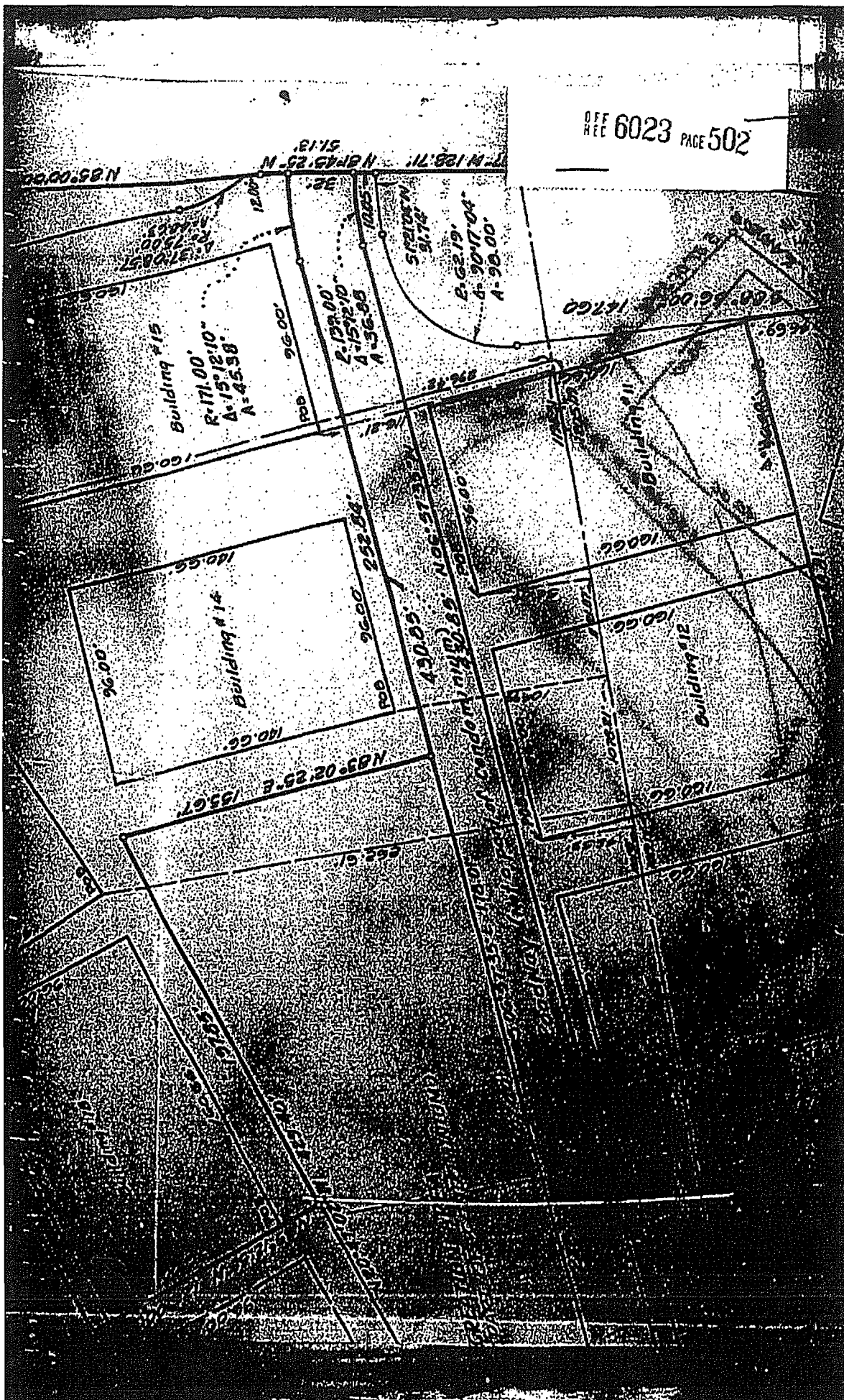
LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

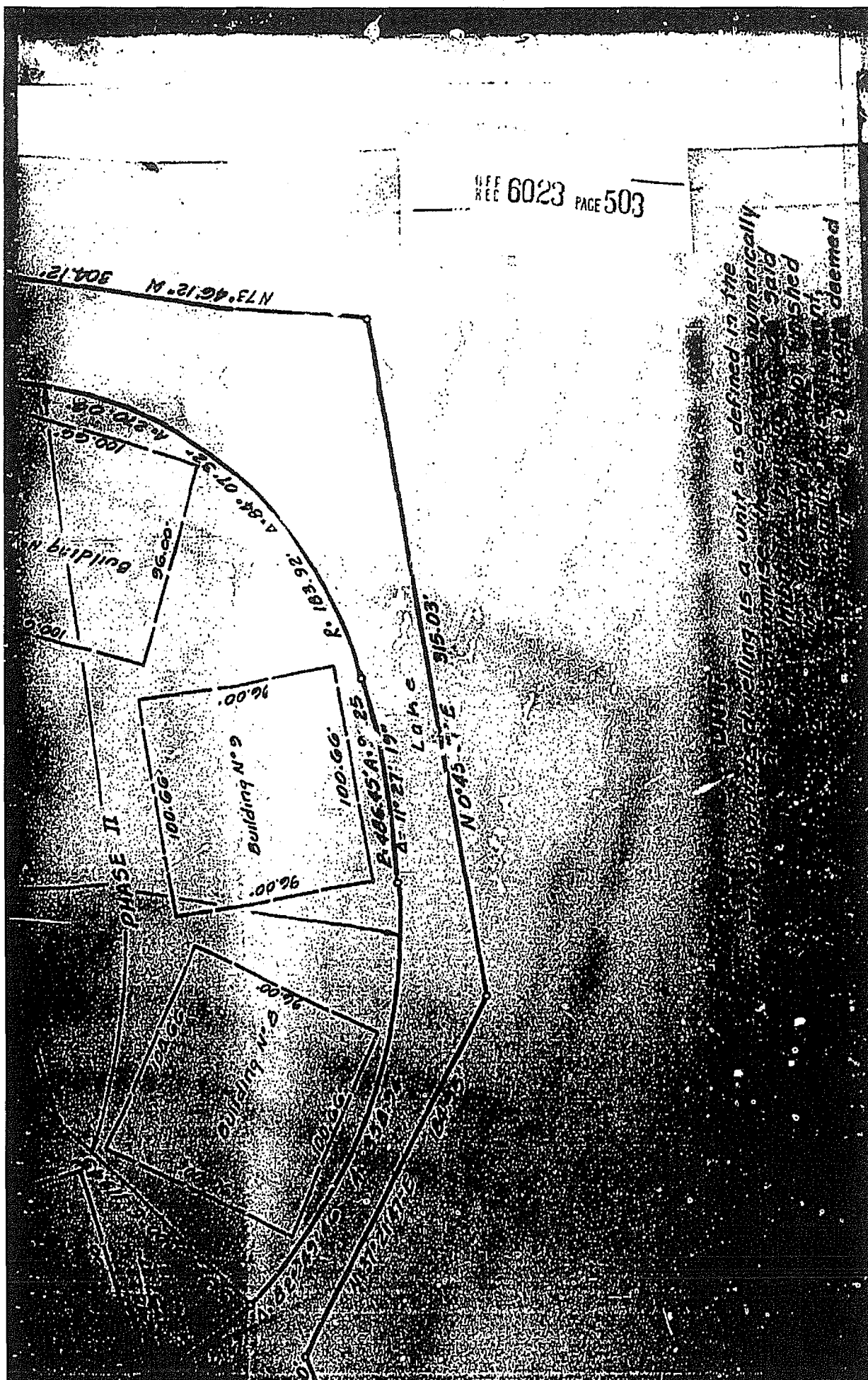
OFF. 5806 PAGE 507

SHEET 1 of 4







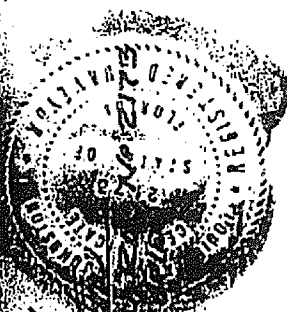
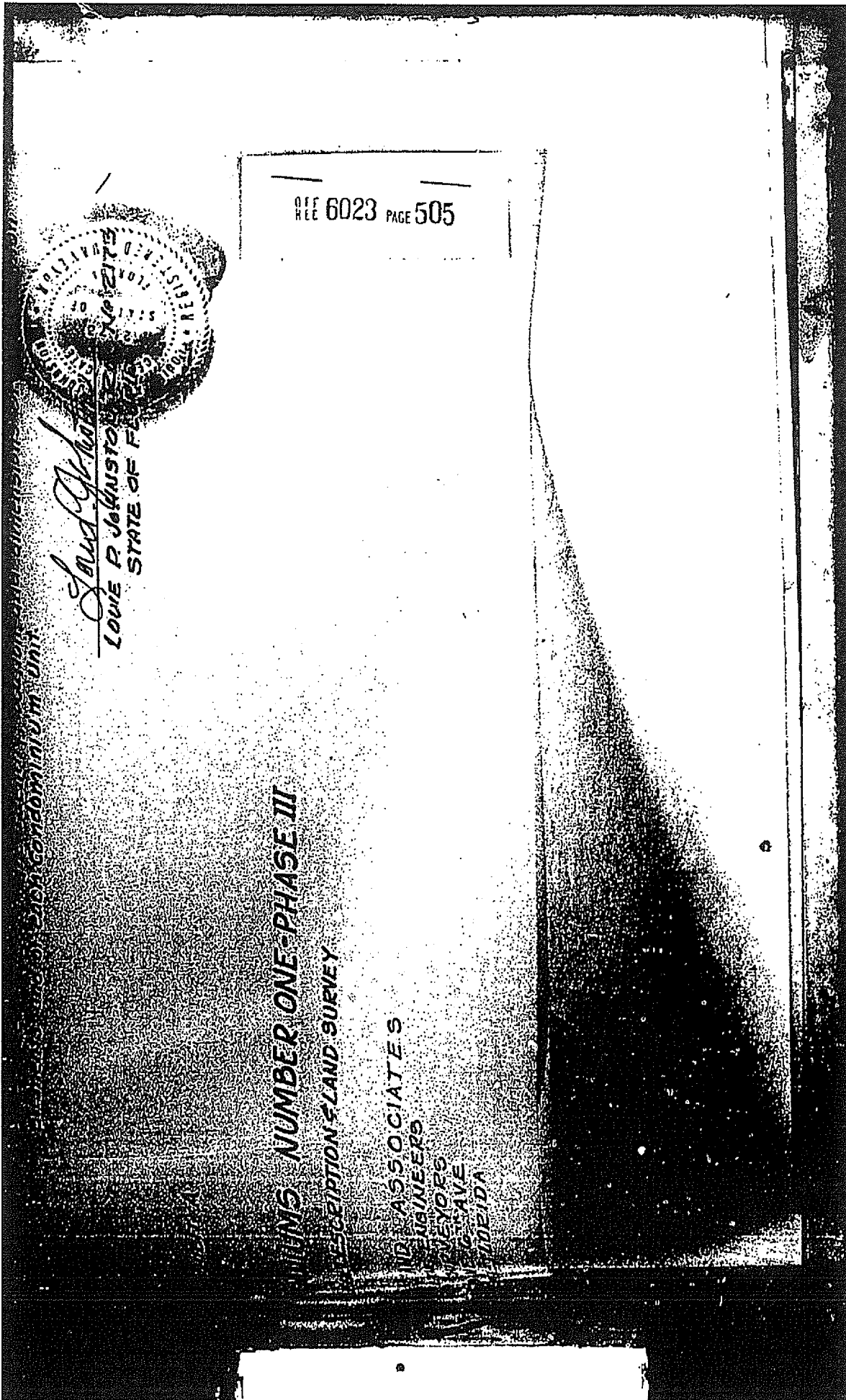


shall mean and comprise those common elements of the Building which are reserved for the use of certain units. Such elements include the Balcony or terrace and the entrance way to said Balcony or terrace and fixtures thereon if any and are for the exclusive use of each unit owner. Each unit owner shall be responsible for the use of appurtenant and common elements. The use of appurtenant and common elements shall be subject to the unit owner's purchase agreement and shall be subject to the unit owner's purchase agreement.

CONFIDENTIAL

the floor joists 20" by 12" and floor plates together with  
the installation of condominium units in accordance with the  
plans described therein and the construction of the said  
condominium units sufficiently complete so that there can be  
determination of the location and dimensions of each  
condominium unit.

REF 6023 PAGE 504



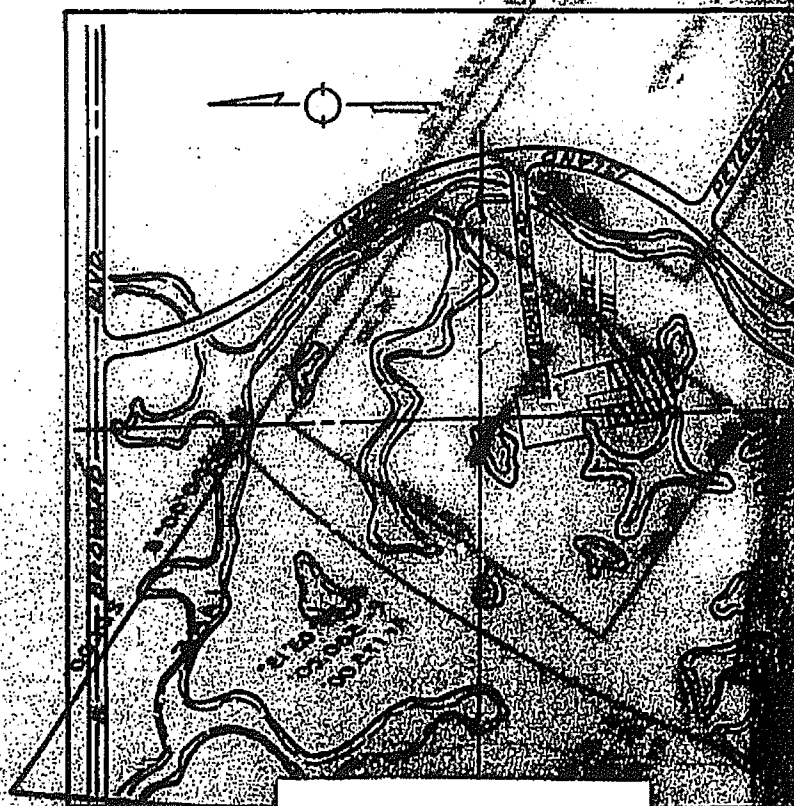
*Louie P. Johnston*  
LOUIE P. JOHNSTON  
STATE OF FLORIDA

REF 6023 PAGE 505

PLANS NUMBER ONE-PHASE III

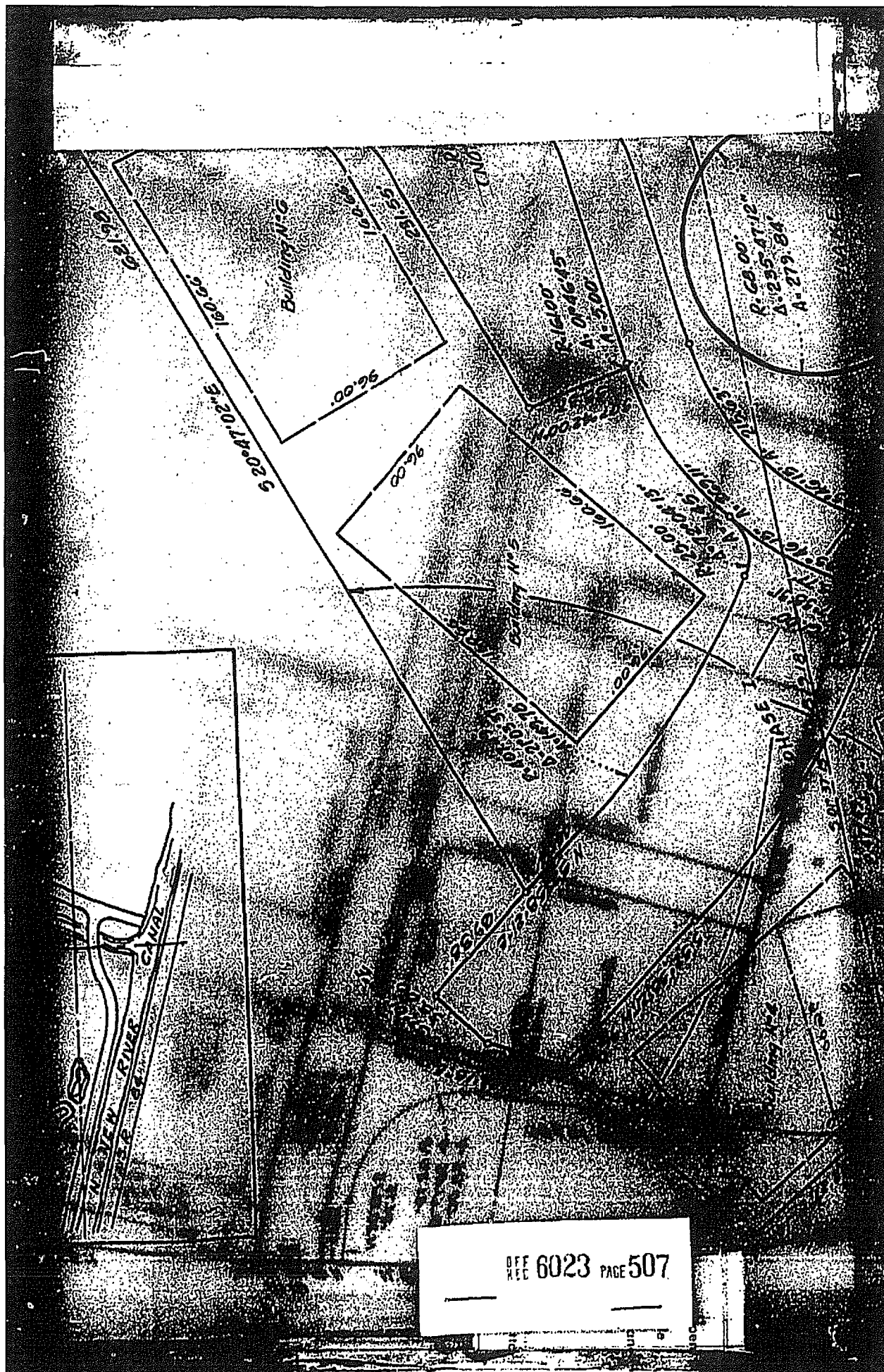
DESCRIPTION & LAND SURVEY

ASSOCIATES  
ENGINEERS  
SURVEYORS  
1000 AVENUE  
SUNSHINE  
MIAMI, FLORIDA

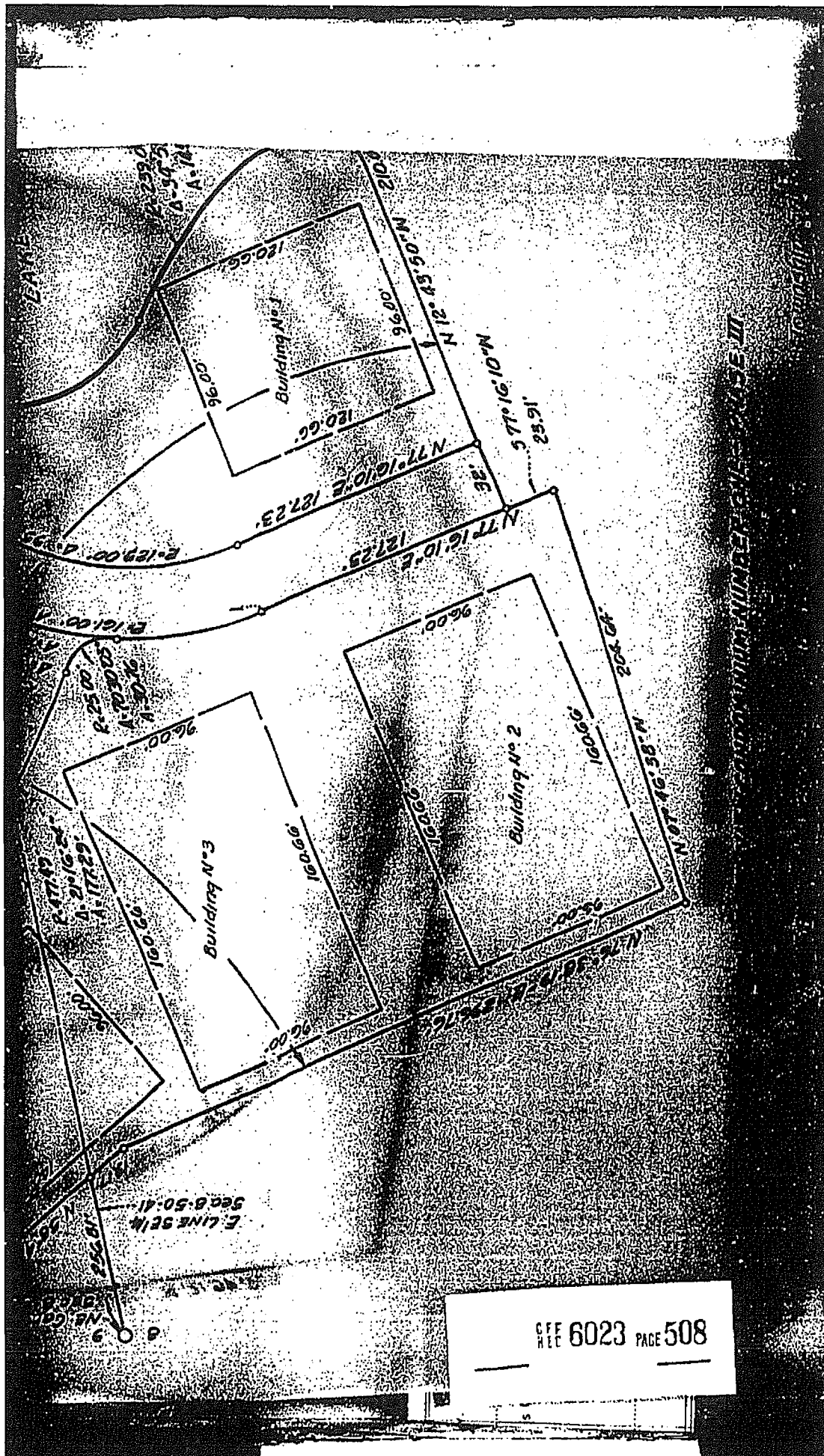


OFF REC 6023 PAGE 506

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OFF REC 6023 PAGE 509

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11

**Figure 1**

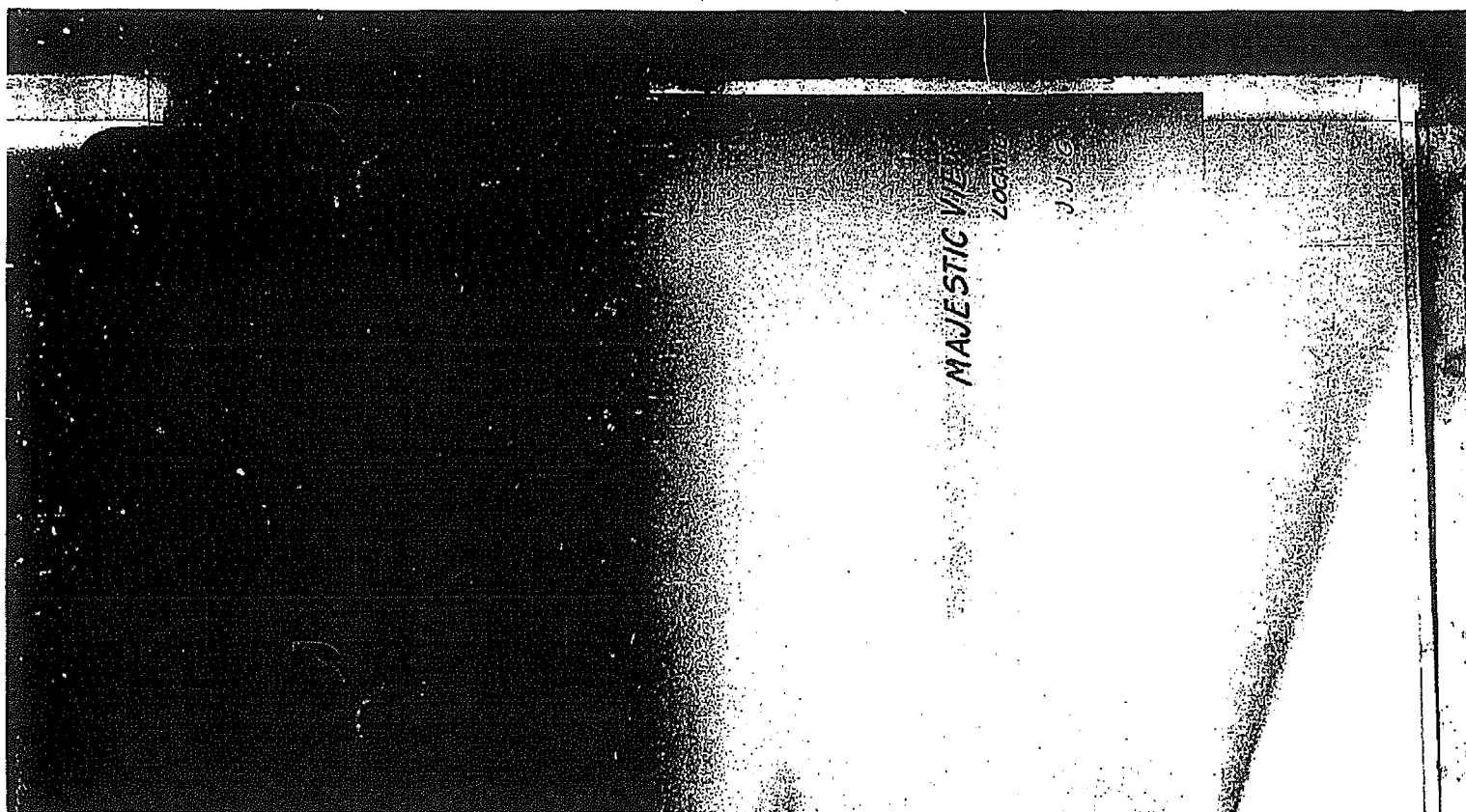
10

11

6

1997

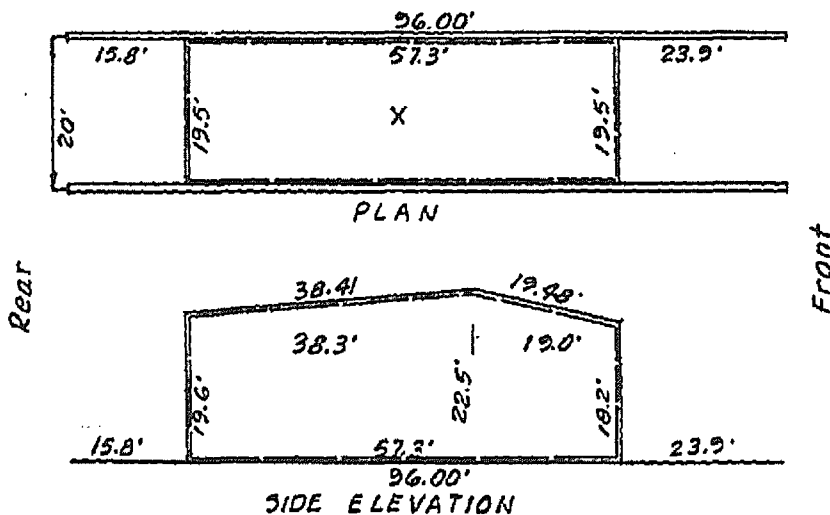
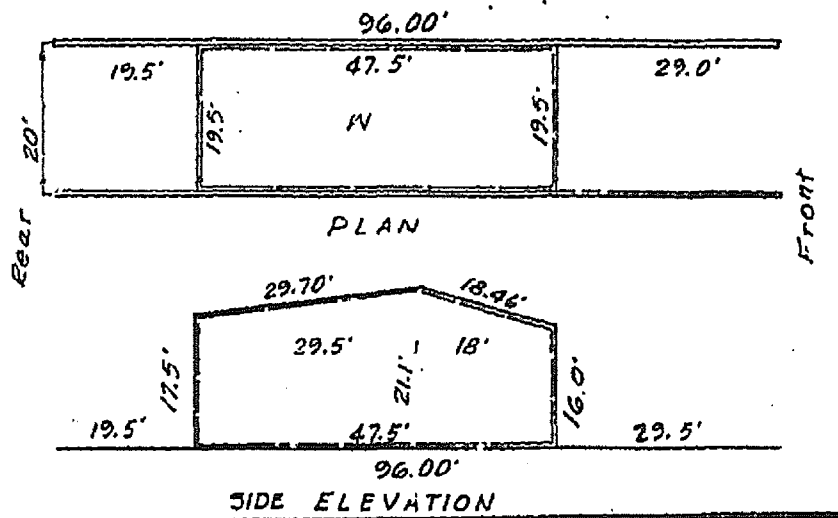
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BUILDING N° 11  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

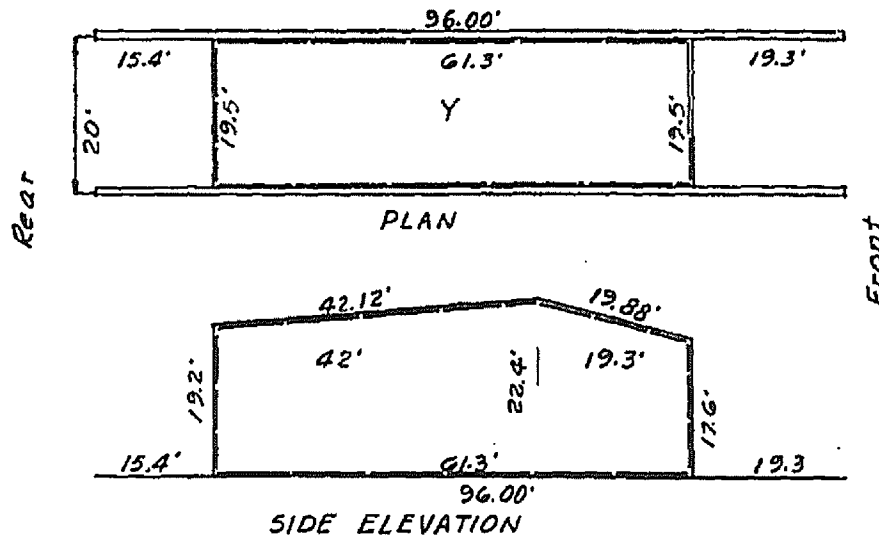


LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

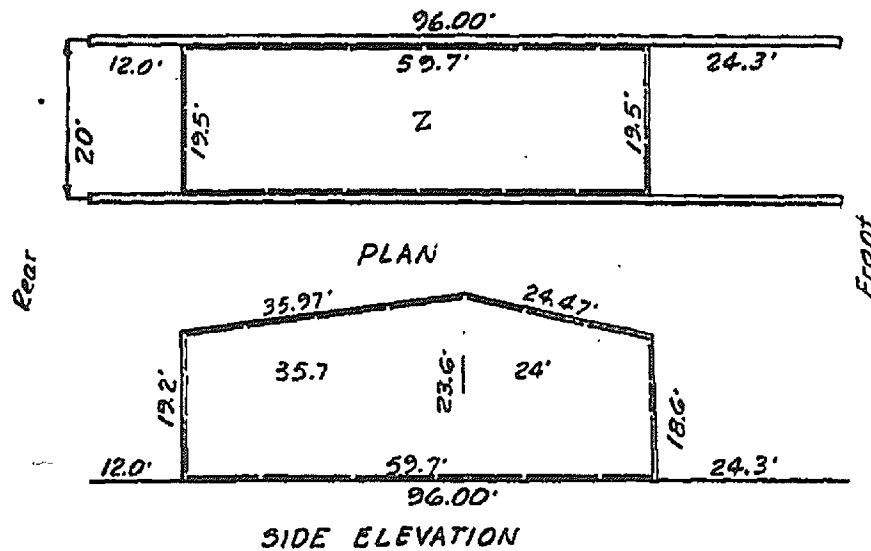
DEF 6023 PAGE 512

BUILDING No II  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



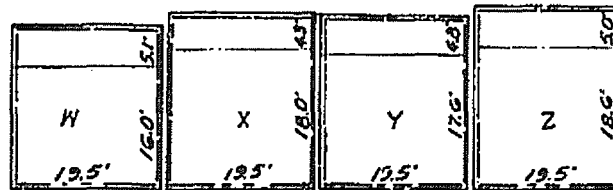
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- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

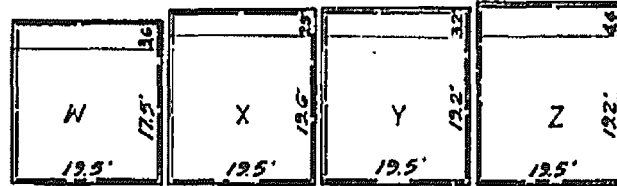


REF 6023 PAGE 513

BUILDING NO. II  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

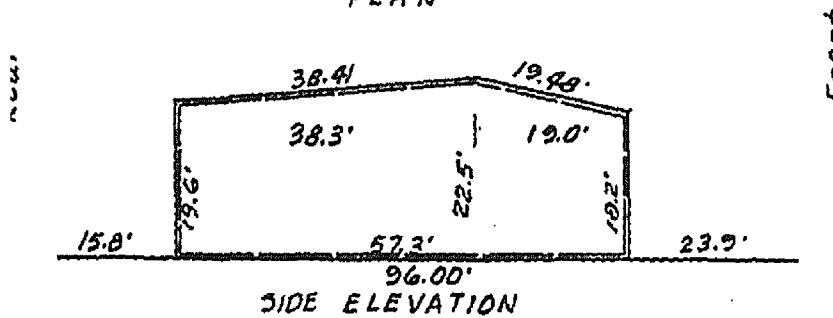
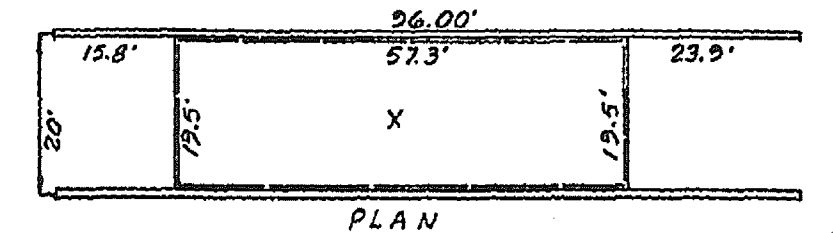
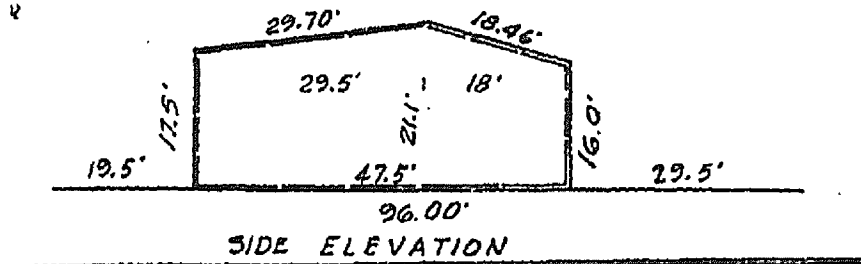
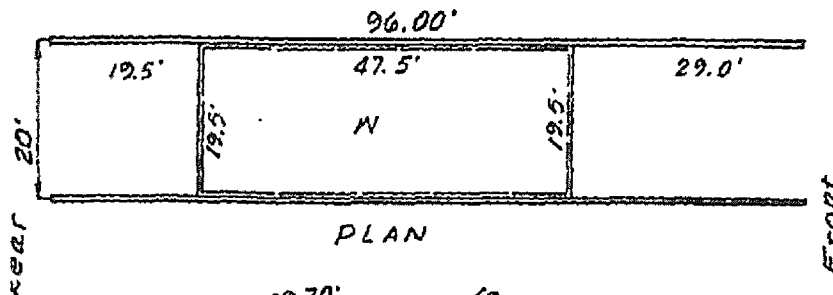
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- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

REF 6023 PAGE 514



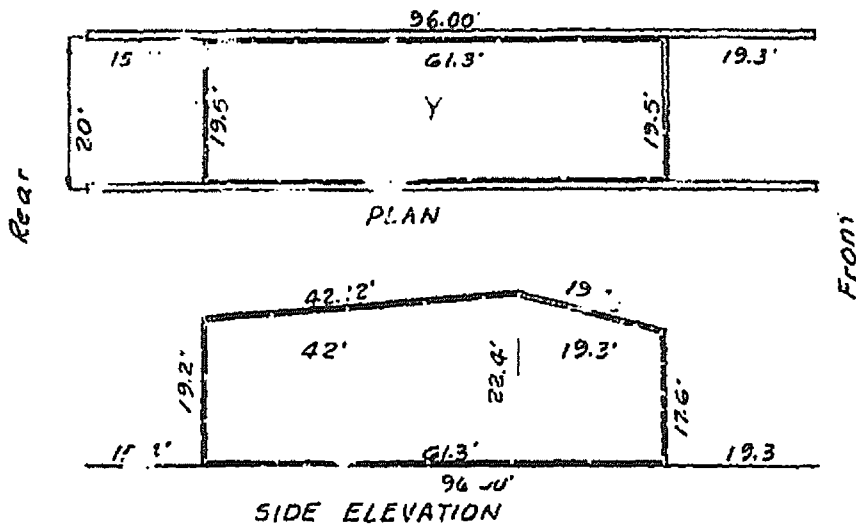
BUILDING N° 12  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:  
—— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
—— INDICATES COMMON ELEMENTS

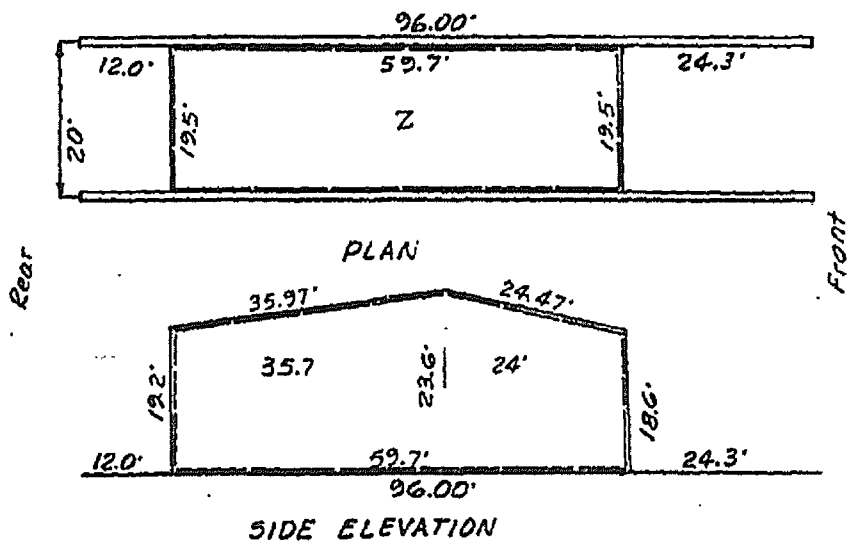
REF 6023 PAGE 516

BUILDING NO 12  
MAJESTIC VIEW TOWNHOUSES  
LO-12 DEVELOPMENT CORPORATION



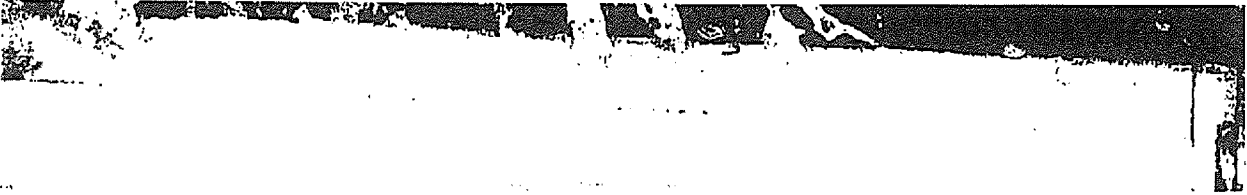
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- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

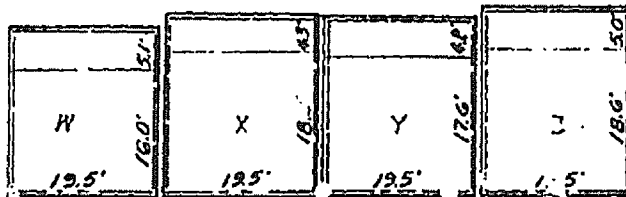


REF 6023 PAGE 517

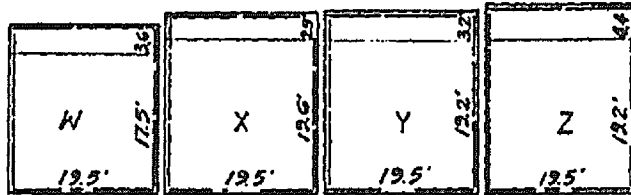
0010 (1151255002) (11)



BUILDING NO. 12  
MAJESTIC VIEW TOWNHOUSE  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

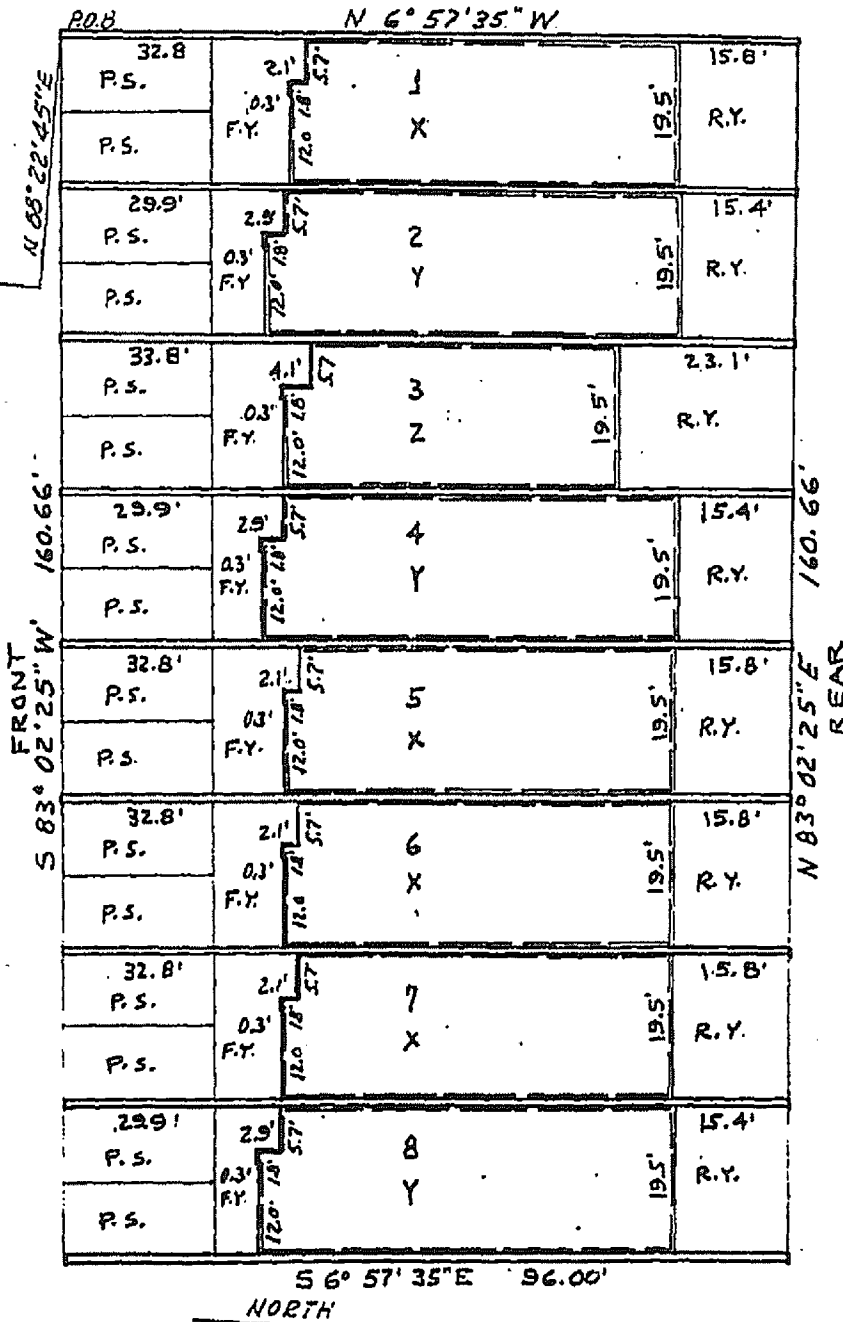
OFF 6023 PAGE 518



SURVEY SKETCH OF BUILDING NO. 13  
MAJESTIC VIEW TOWNHOUSES  
LOTE DEVELOPMENT CORPORATION OF AMERICA  
JACARANDA AREA 9

NW Cor. SW 1/4 Sec. 9-50-41

S 1°37'15"E  
875.94'



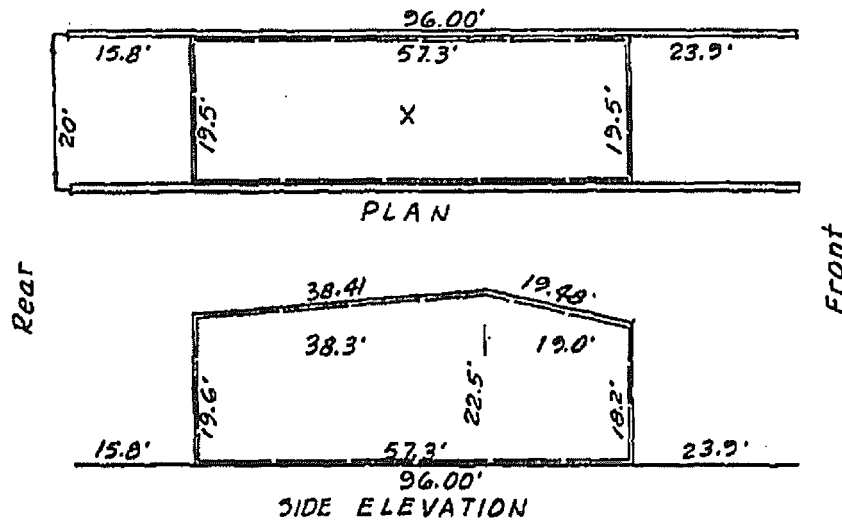
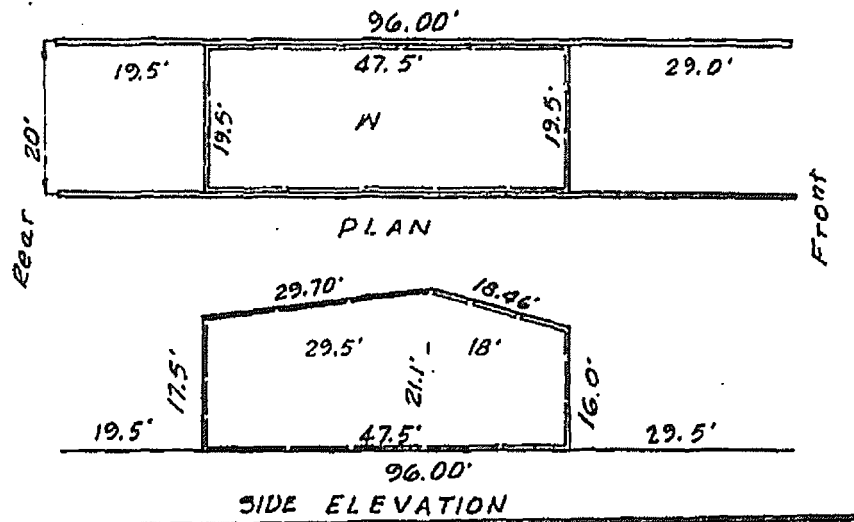
LEGEND  
BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
INDICATES COMMON ELEMENTS  
P.S. PARKING SPACE  
F.Y. FRONT YARD  
R.Y. REAR YARD

Scale: 1" = 20'

SHEET 1 OF 4

0320 (1090X2025X2 IIII)

BUILDING N° 13  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

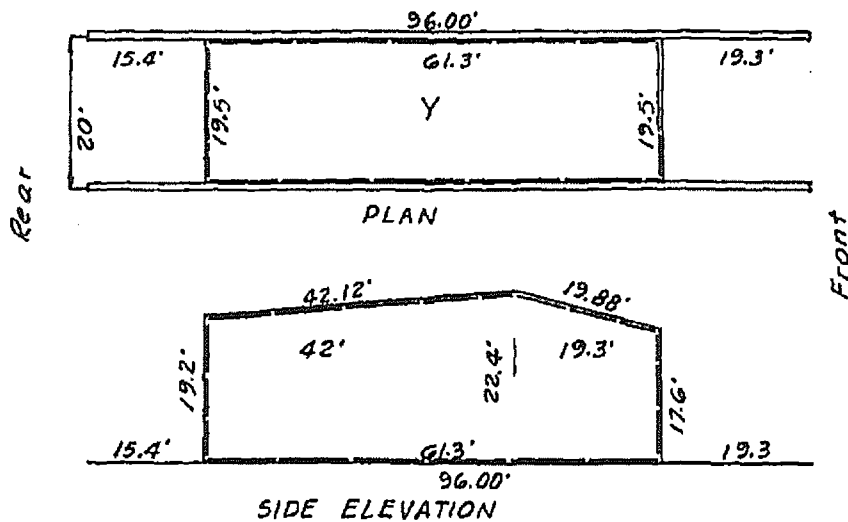


## LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
———— INDICATES COMMON ELEMENTS

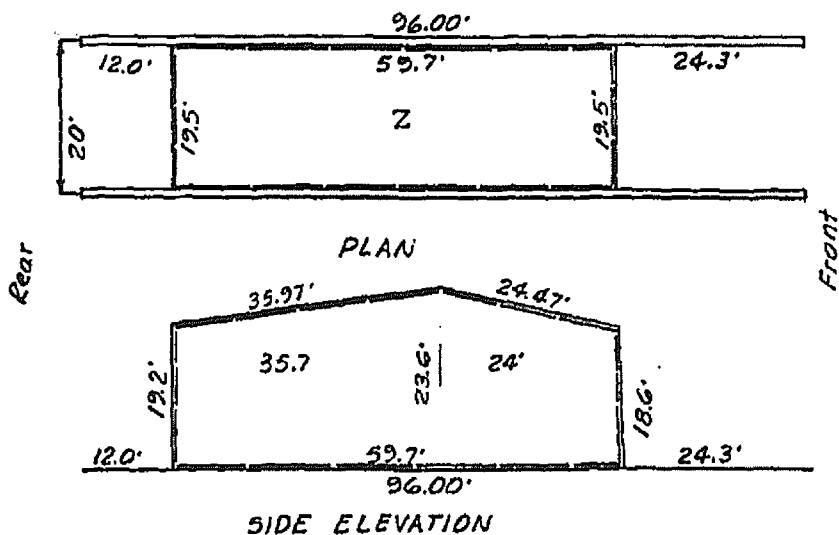
REF 6023 PAGE 520

BUILDING N° 13  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:

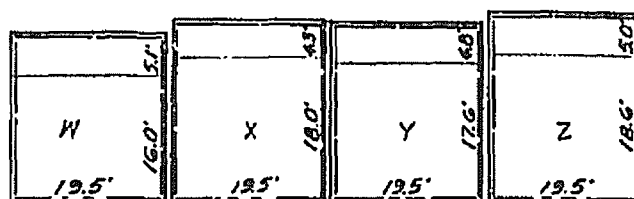
- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
— INDICATES COMMON ELEMENTS



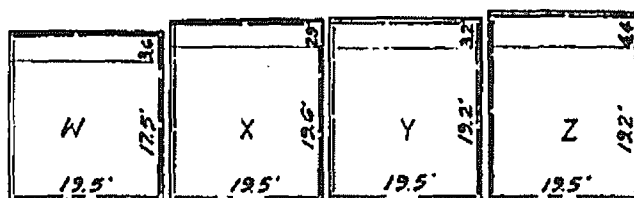
OFF 6023  
PAGE 521

0022 (1051XZ/95XZ (III))

BUILDING NO. 13  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

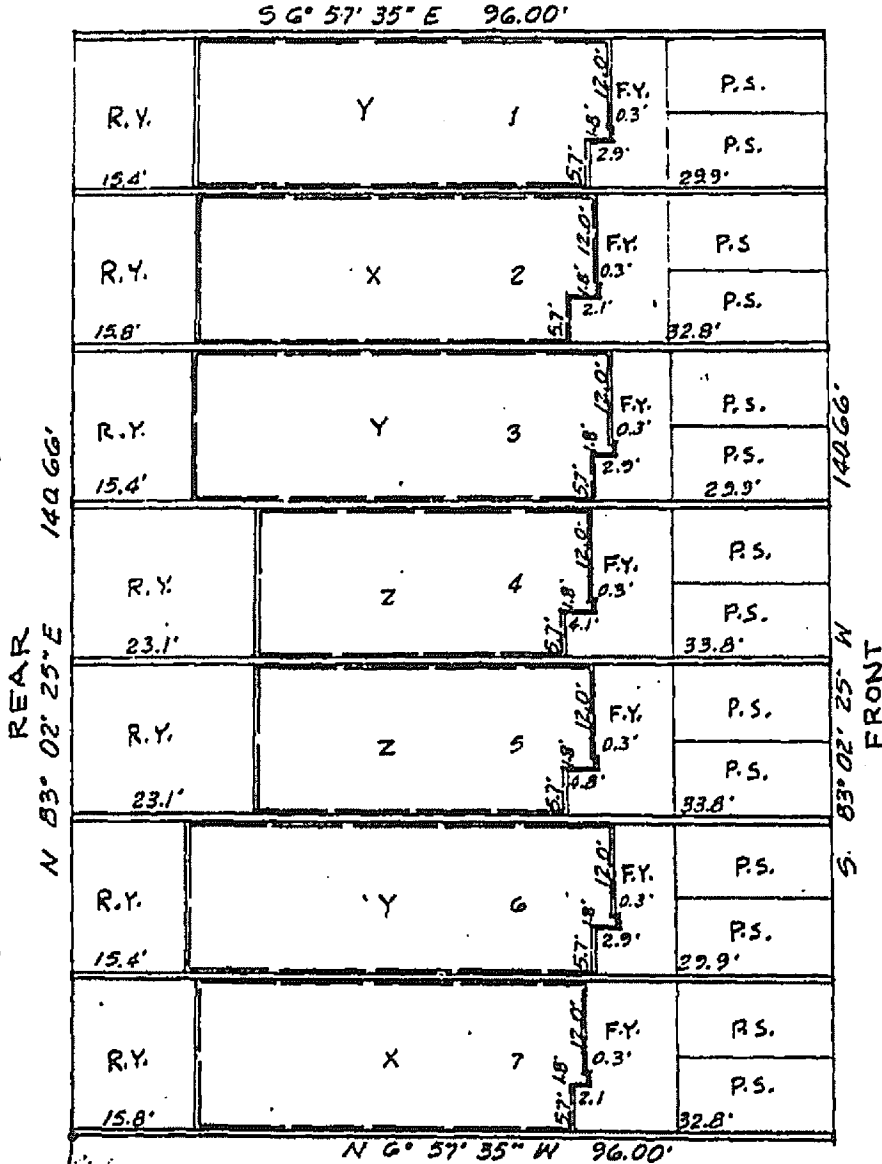
FILE 6023 PAGE 522

SURVEY SKETCH OF BUILDING NO. 14  
MAJESTIC VIEW TOWNHOUSES  
LO TE DEVELOPMENT CORPORATION OF AMERICA  
JACARANDA AREA 9

**LEGEND**  
BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
INDICATES COMMON ELEMENTS  
P.S. PARKING SPACE  
F.Y. FRONT YARD  
R.Y. REAR YARD

NW Cor. SW 1/4  
Sec. 9-50-41

S 8° 37' 15" E 1070.21'  
Sec. Line



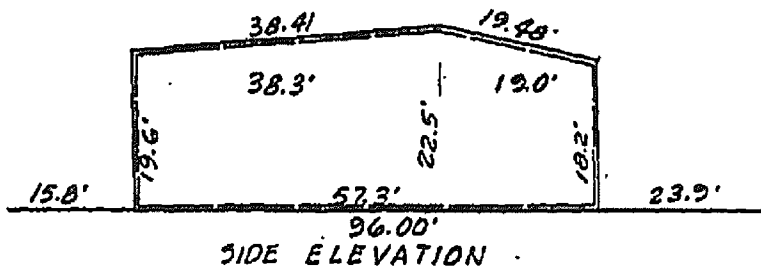
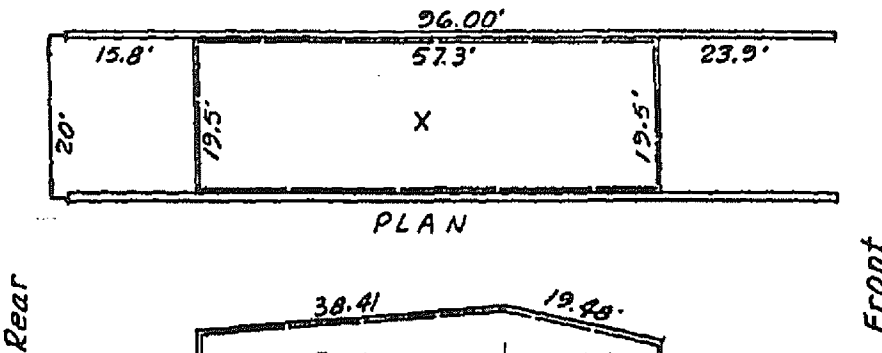
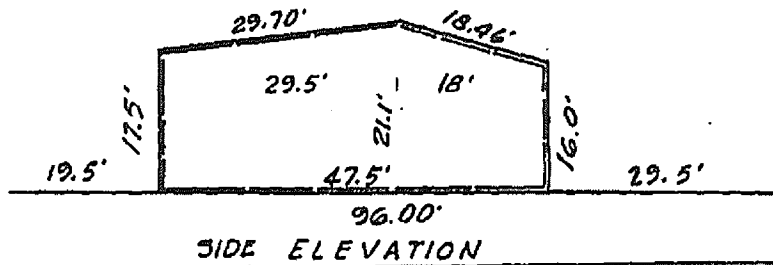
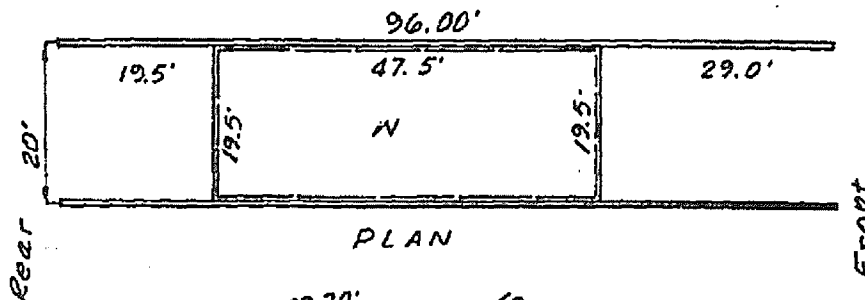
NORTH

SCALE: 1" = 20'

SHEET 10 OF 4

OFF 6023 PAGE 523

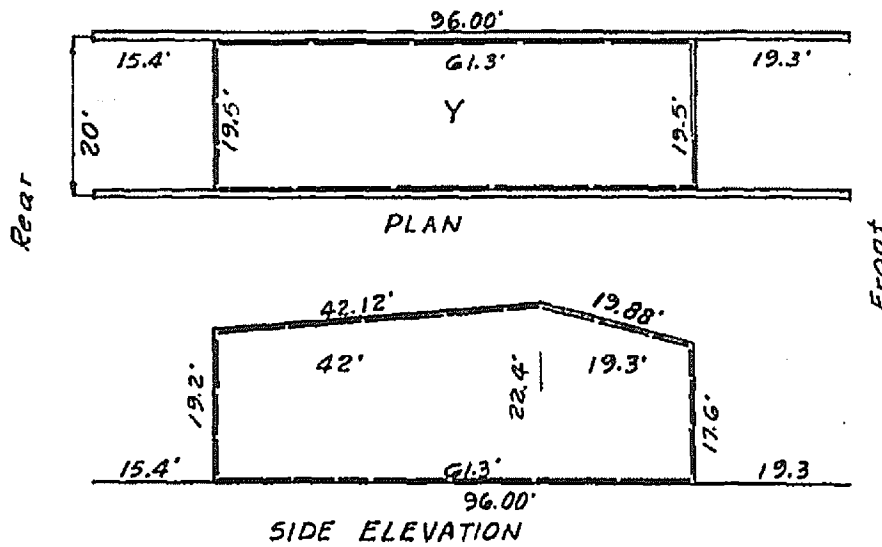
BUILDING N° 14  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



LEGEND:  
—— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
—— INDICATES COMMON ELEMENTS

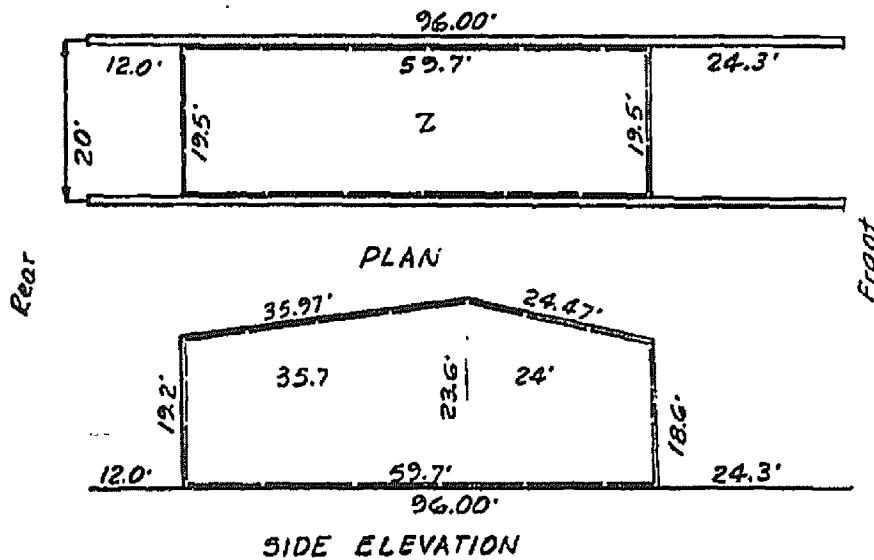
FILE 6023 PAGE 524

BUILDING N<sup>o</sup> 14  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



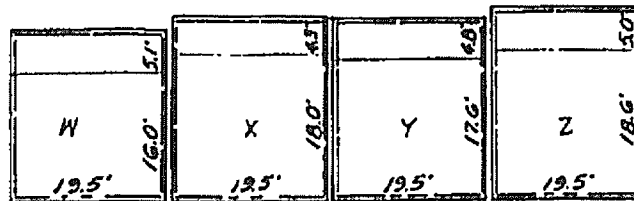
LEGEND:

- — — — — BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- — — — — INDICATES COMMON ELEMENTS

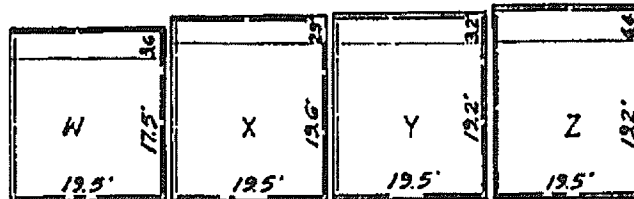


SEE 6023 PAGE 525

BUILDING NO. 14  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



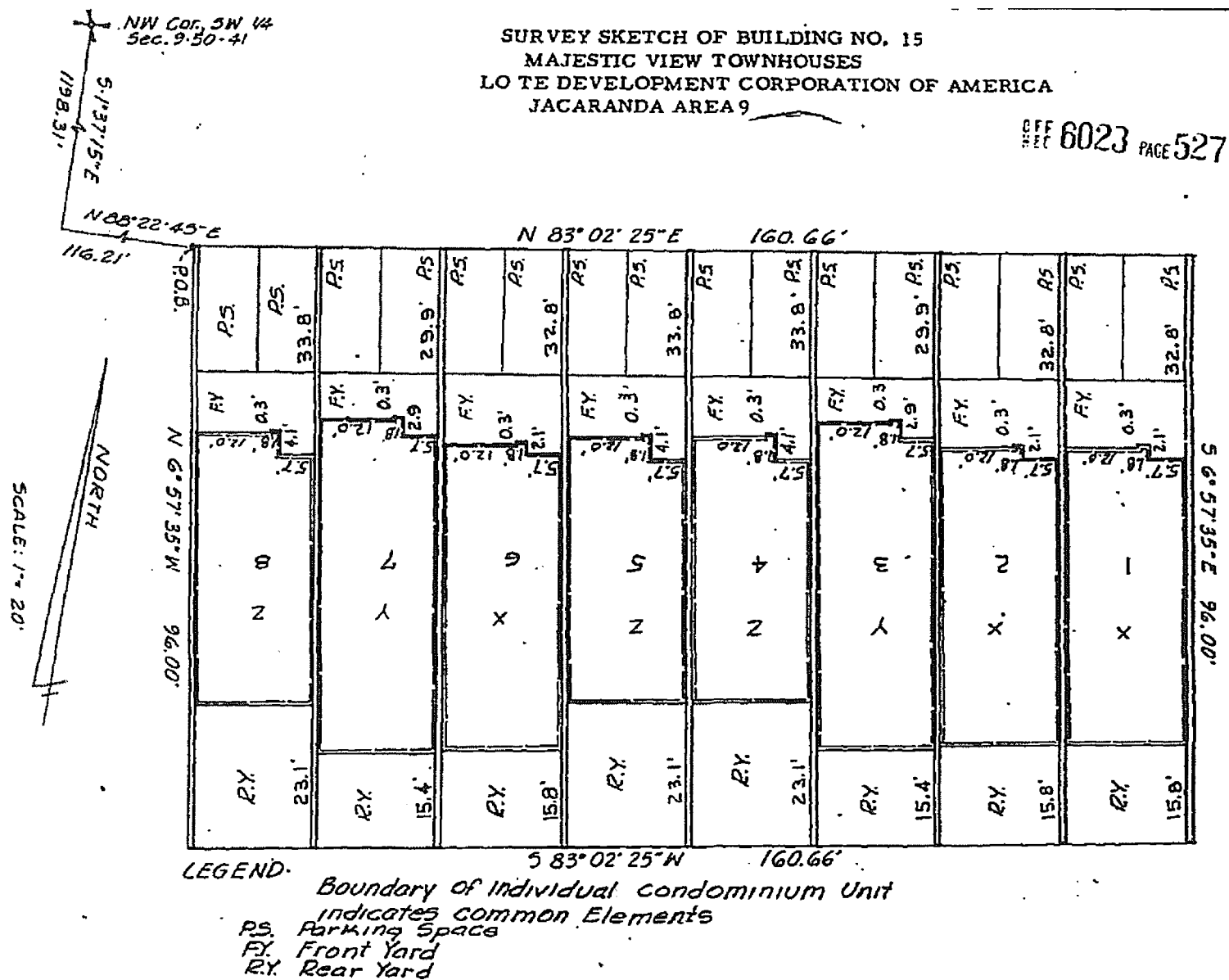
REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

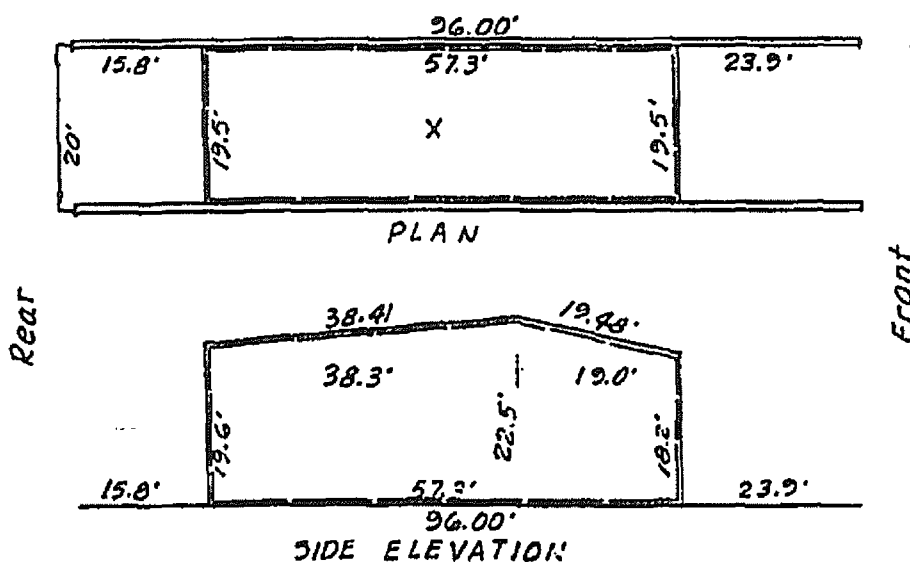
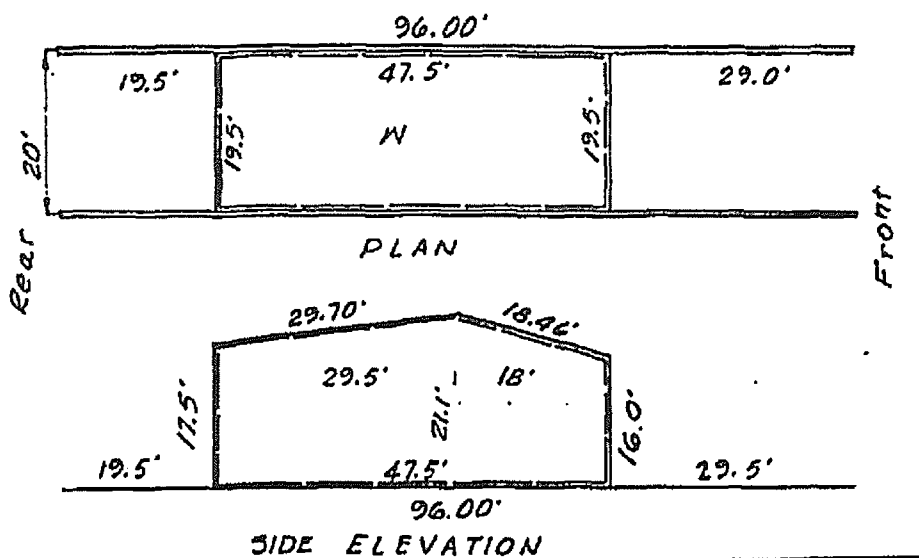
REF 6023 PAGE 526





0020 (1059X20 10X2 III)

BUILDING N° 15  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

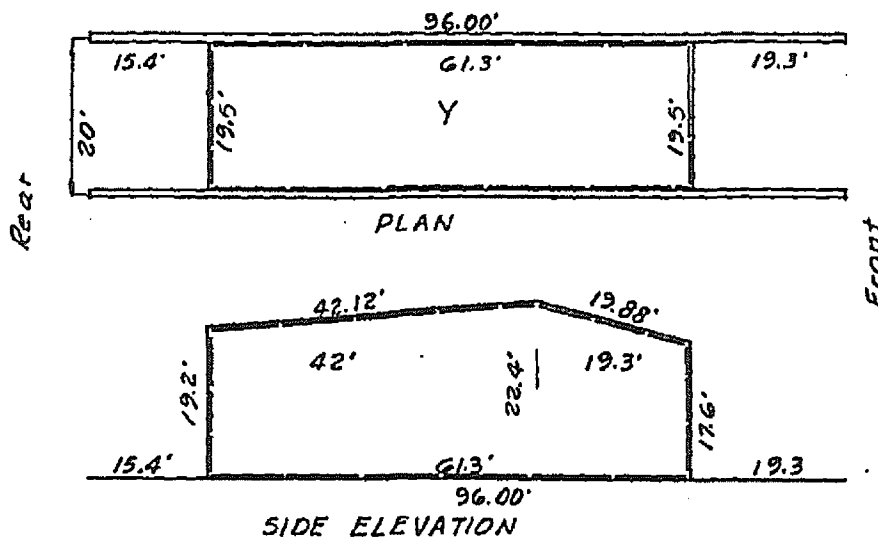


## LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
— INDICATES COMMON ELEMENTS

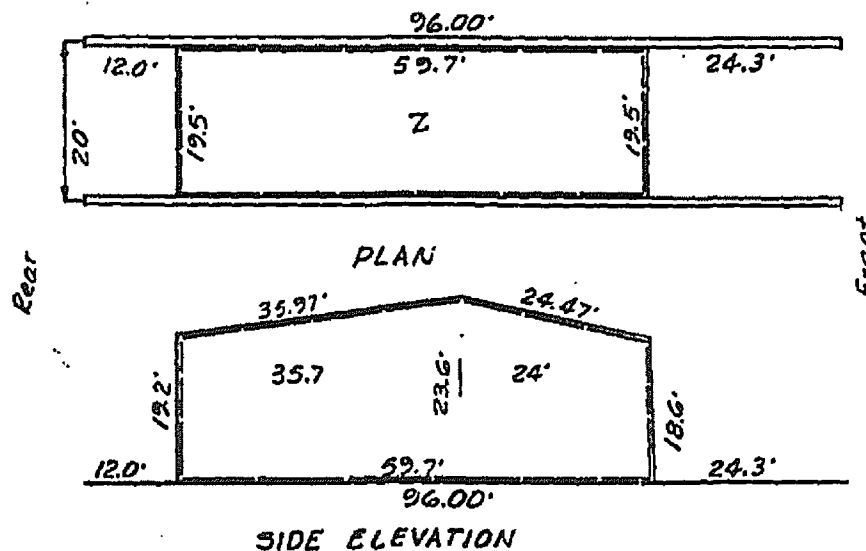
REF 6023 PAGE 528

BUILDING N<sup>o</sup> 15  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



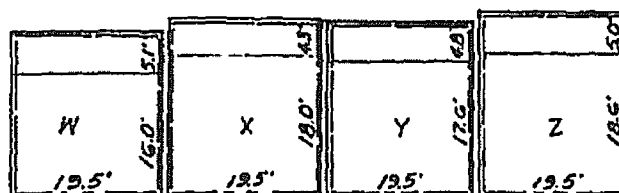
LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

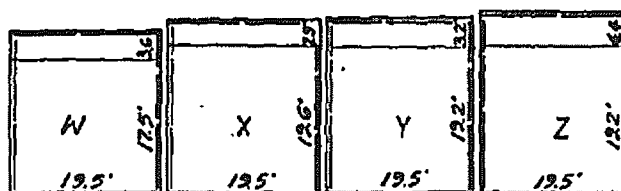


OFF 6023 PAGE 529

BUILDING NO. 15  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



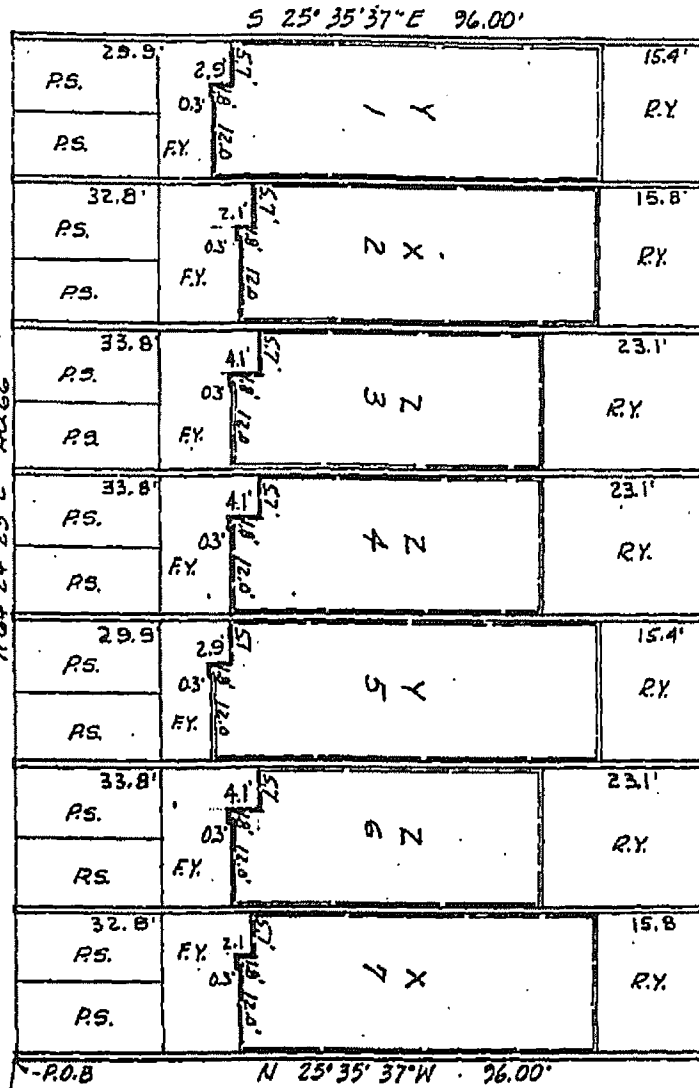
REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

SET 6023 PAGE 530

SURVEY SKETCH OF BUILDING NO. 16  
MAJESTIC VIEW TOWNHOUSES  
LO TE DEVELOPMENT CORPORATION OF AMERICA  
JACARANDA AREA 9



**LEGEND.**  
Boundary of Individual Condominium Unit  
PS - Parking Space  
FY - Front Yard  
RY - Rear Yard

REF 6023 PAGE 531

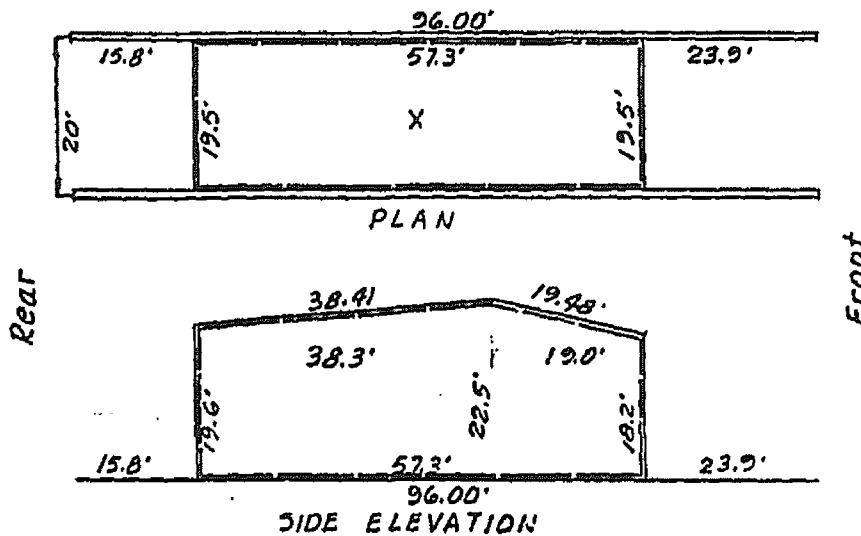
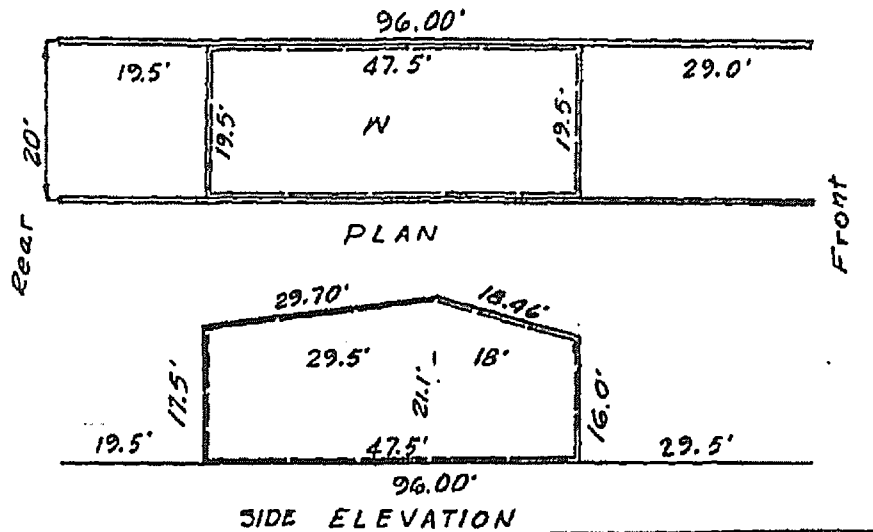
NW Cor. SW 1/4 Sec. 9-50-41

S 11° 37' 15" E 1205.03'

N 89° 22' 45" E 376.42'

-P.O.B

BUILDING N° 16  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

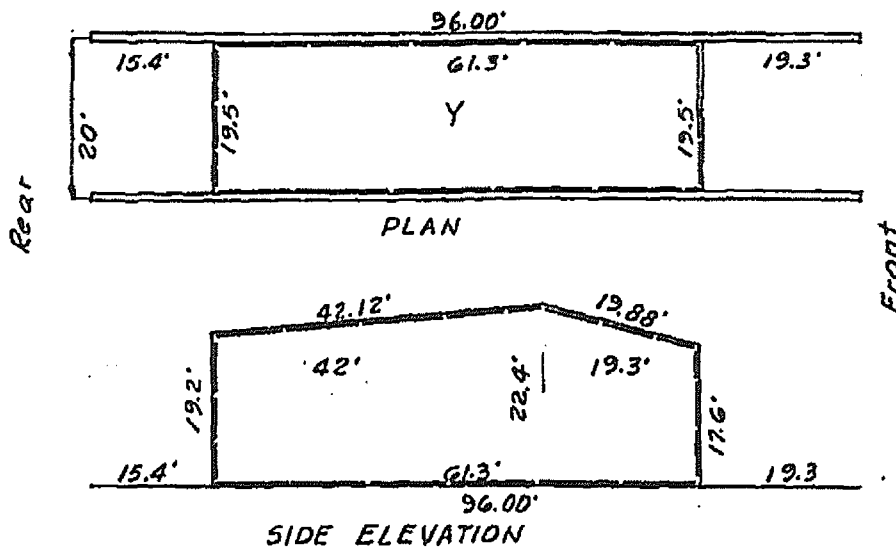


**LEGEND:**  
 ——— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
 ——— INDICATES COMMON ELEMENTS

REF 6023 PAGE 532

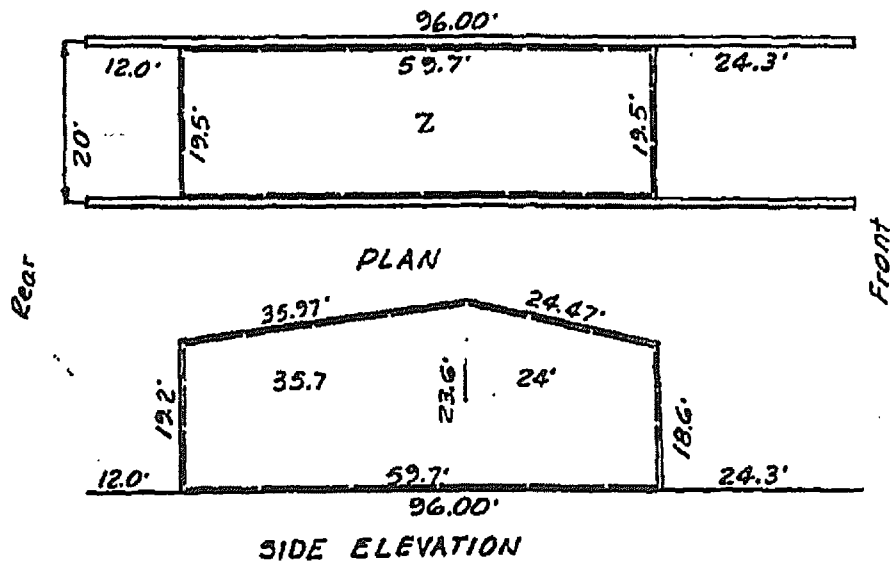
0555 (110226046) (111)

BUILDING No 16  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



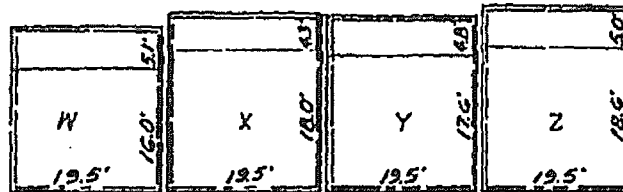
LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

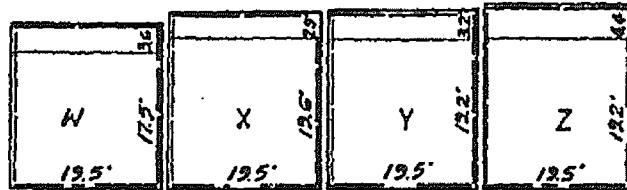


SEE 6023 PAGE 533

BUILDING NO. 16  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



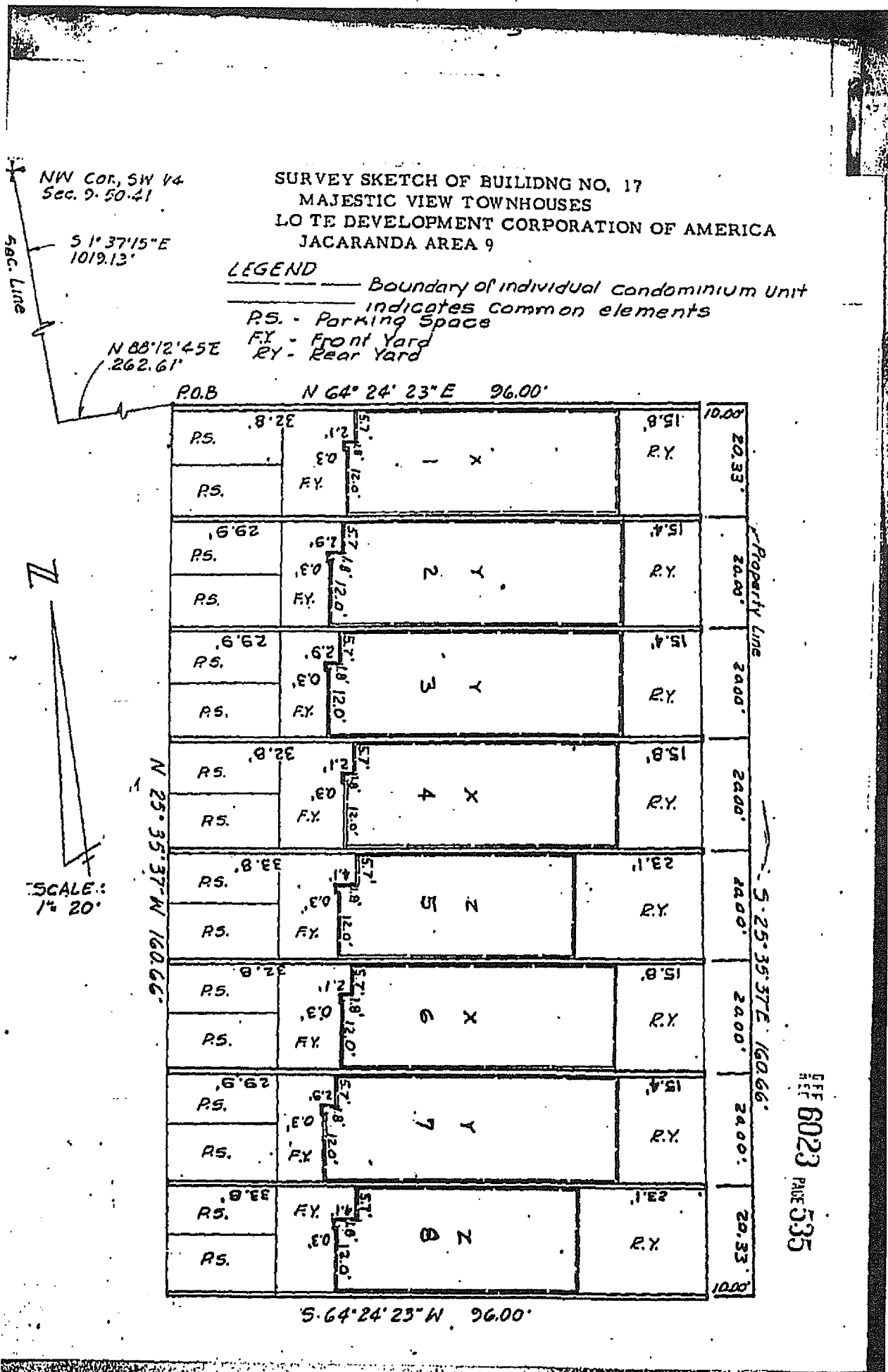
REAR ELEVATION

LEGEND:

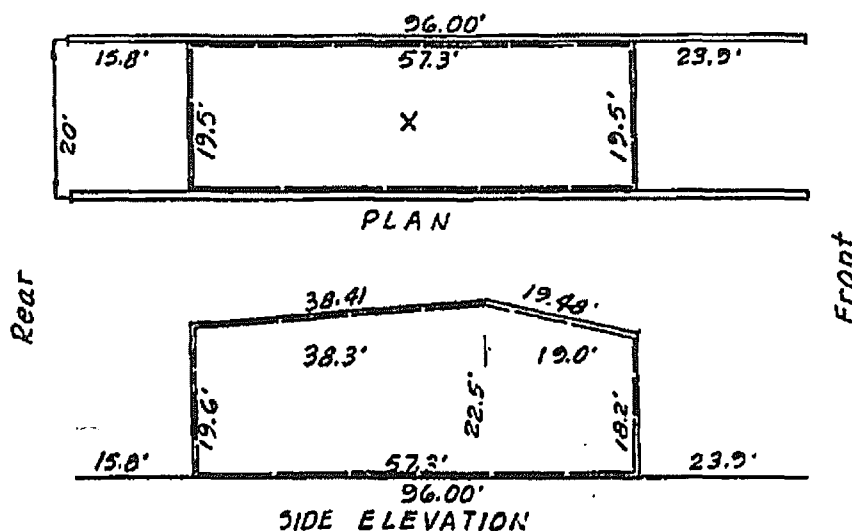
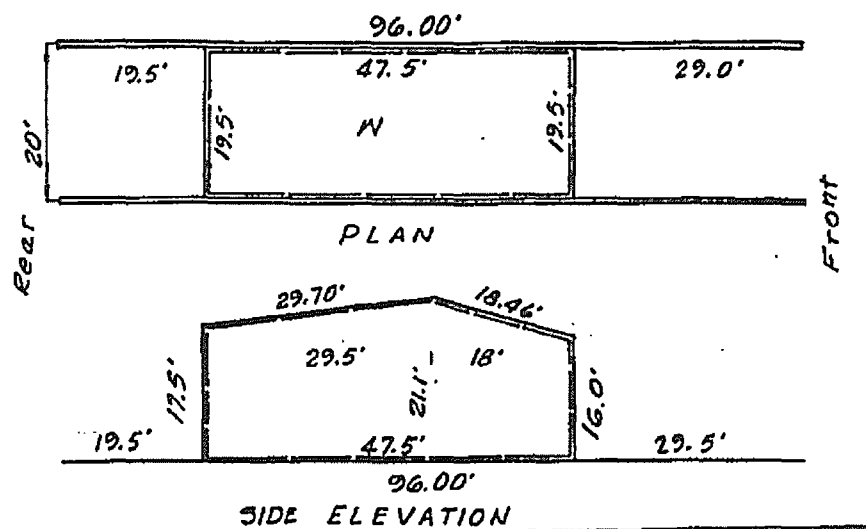
- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

SEE 6023 PAGE 534





BUILDING N° 17  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



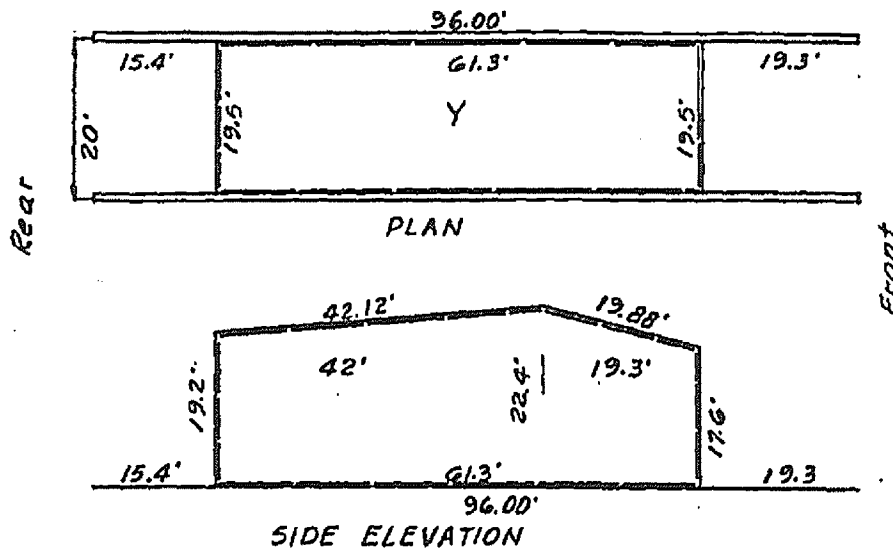
LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

OFF 6023 PAGE 536

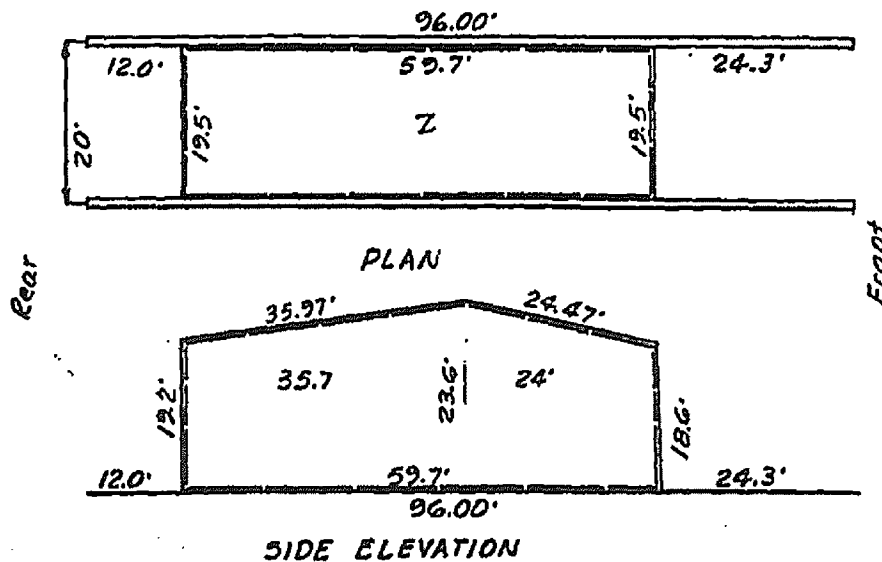
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BUILDING № 17  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



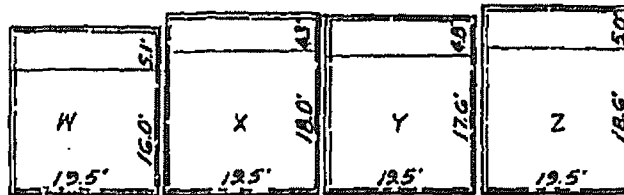
LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

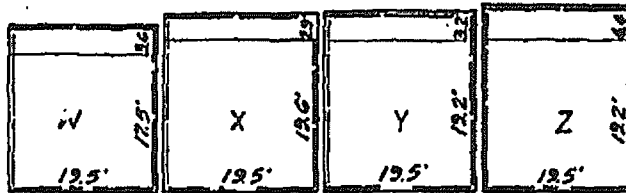


REF 6023 PAGE 537

BUILDING NO. 17  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



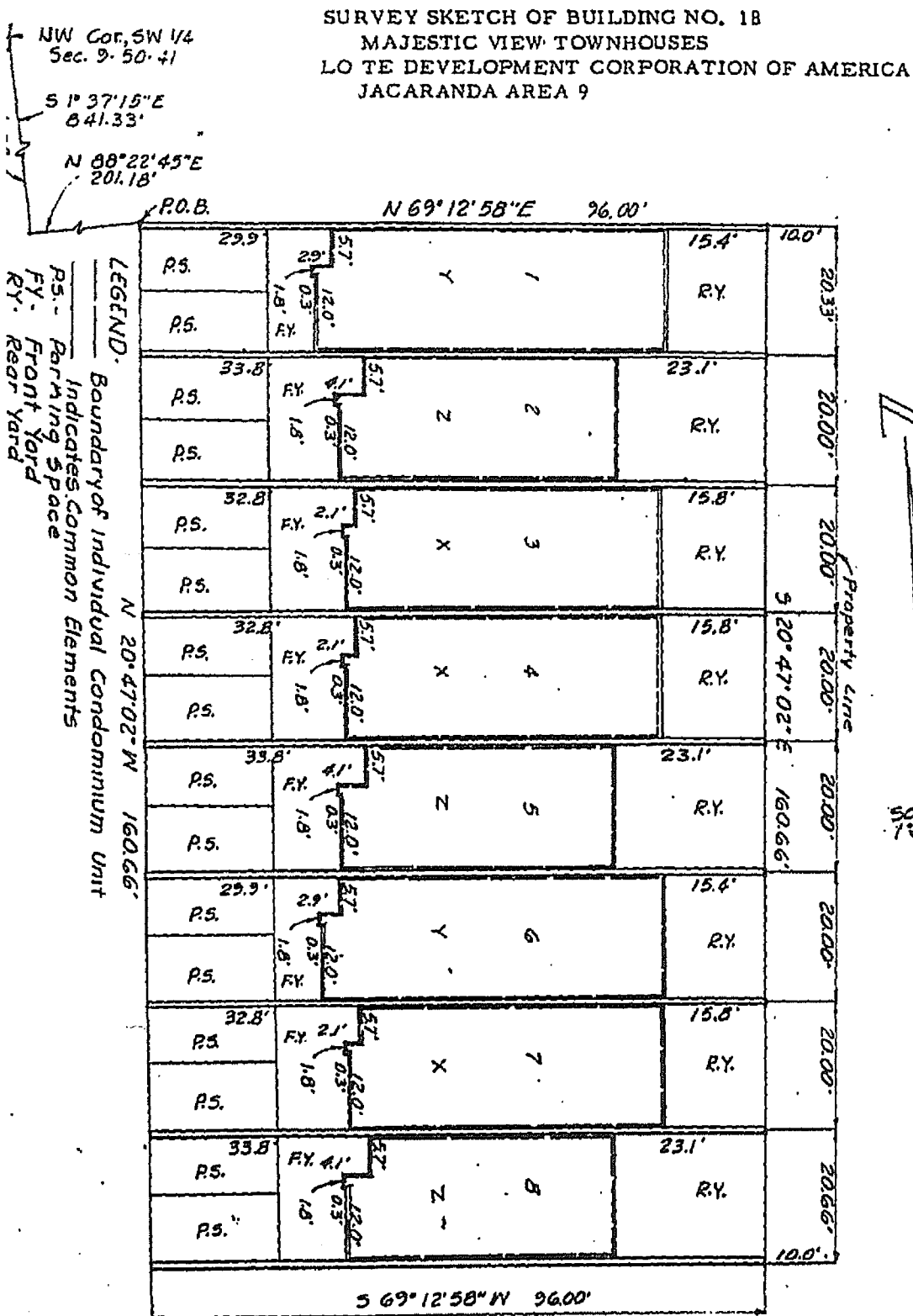
REAR ELEVATION

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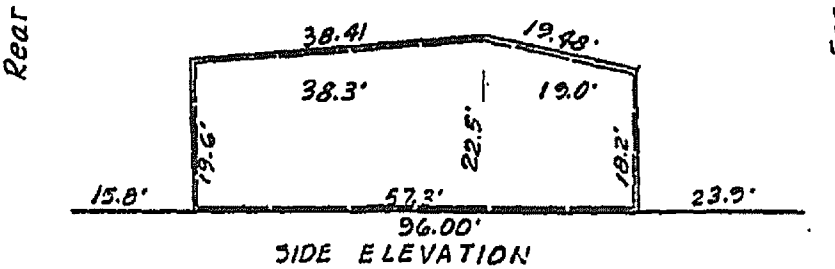
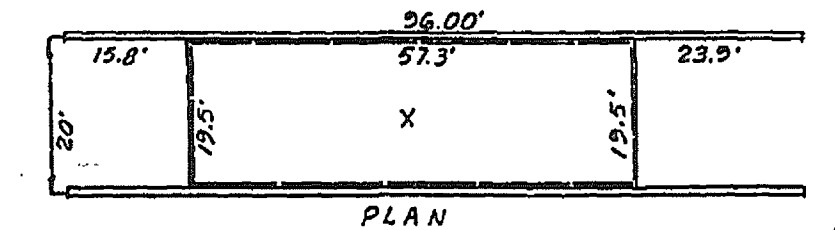
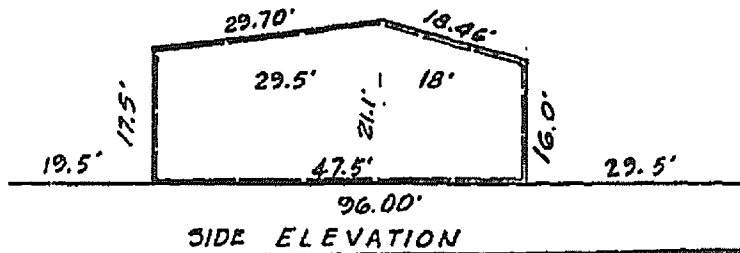
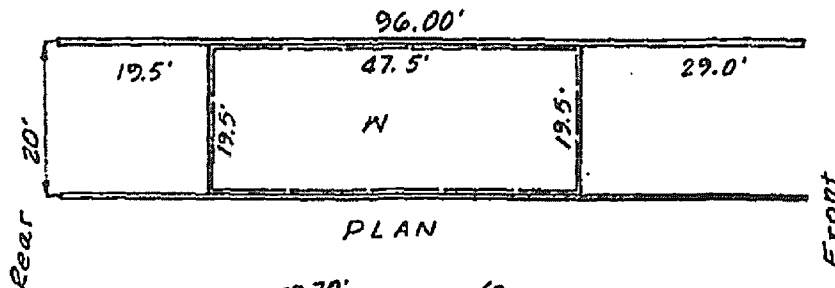
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- INDICATE'S COMMON ELEMENTS

REF 6023 PAGE 538

0000 (1151X2120X2 111)



BUILDING N° 18  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION

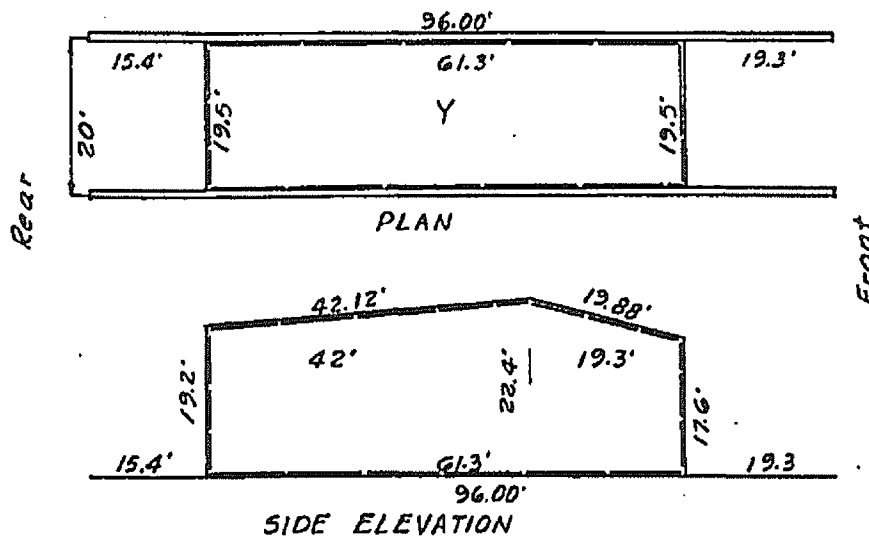


LEGEND:  
—— BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT  
—— INDICATES COMMON ELEMENTS

DEF 6023 PAGE 540

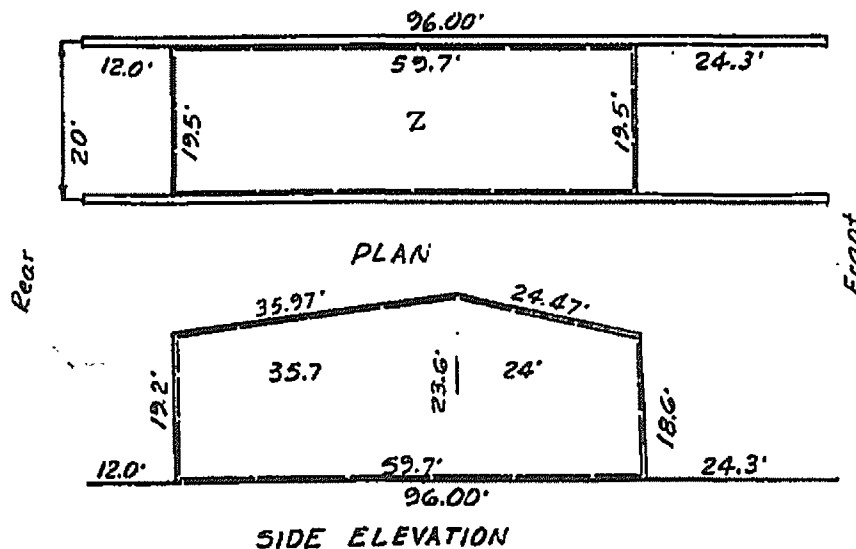
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BUILDING N<sup>o</sup> 18  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



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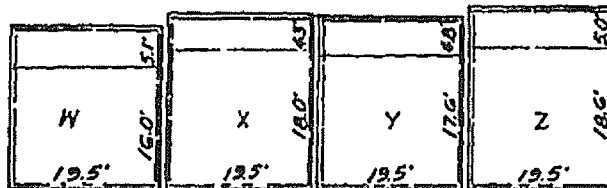
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- INDICATES COMMON ELEMENTS



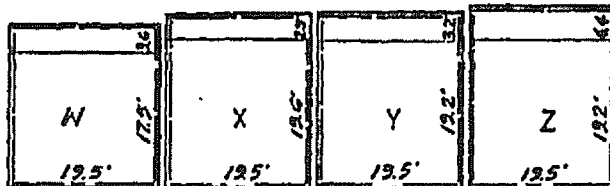
REF 6023 PAGE 541

0042 (100042042 011)

BUILDING NO. 18  
MAJESTIC VIEW TOWNHOUSES  
LO-TE DEVELOPMENT CORPORATION



FRONT ELEVATION



REAR ELEVATION

LEGEND:

- BOUNDARY OF INDIVIDUAL CONDOMINIUM UNIT
- INDICATES COMMON ELEMENTS

REF 6023 PAGE 542



0040 (17004230X2 III)

LEGAL DESCRIPTION for MAJESTIC VIEW CONDOMINIUMS  
NUMBER ONE, PHASES I and II,

Also being adjacent condominium properties of

MAJESTIC VIEW CONDOMINIUMS  
NUMBER ONE, PHASE III

A parcel of land lying in the SE 1/4 of Section 8 and the SW 1/4 of Section 9, Township 50 South, Range 41 East, Broward County, Florida, said parcel including a portion of Block 4 in said Section 8 and a portion of Block 3 in said Section 9, according to the EVERGLADES PLANTATION COMPANY AMENDED PLAT recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said SE 1/4 of Section 8, thence S 01°37'15" E along the East line of said SE 1/4 for 256.81 feet to the Point of Beginning, thence N 58°42'27" E for 101.06 feet, thence S 37°01'39" E for 125.63 feet, thence S 52°58'21" W for 96.74 feet to a point of curve of a circular curve to the left, thence Southwesterly along the arc of said curve having a radius of 477.49 feet through a central angle of 21°16'24" for 177.29 feet to a point of reverse curve, thence Westerly along the arc of said curve having a radius of 25.00 feet through a central angle of 70°30'03" for 30.76 feet to a point of cusp with a circular curve concave to the Southwest, thence Southeasterly along the arc of said curve having a radius of 161.00 feet through a central angle of 37°38'31" for 105.77 feet to a point of cusp with a circular curve concave to the East, thence Northerly along the arc of said curve having a radius of 25.00 feet through a central angle of 72°04'13" for 31.45 feet to a point of compound curve, thence Northeasterly along the arc of said curve having a radius of 407.49 feet through a central angle of 21°03'37" for 149.78 feet, thence N 52°58'21" E for 44.74 feet, thence S 20°47'02" E for 432.22 feet, thence S 69°12'58" W for 126.00 feet, thence N 20°47'02" W for 231.55 feet, thence S 77°42'00" W for 53.37 feet to an intersection with a circular curve concave to the West, the center of which bears S 81°15'40" W from said intersection, thence run Southerly along the arc of said curve having a radius of 161.00 feet through a central angle of 01°46'45" for 5.00 feet, thence S 06°57'35" E for 228.99 feet, thence S 83°02'25" W for 202.00 feet, thence N 33°29'00" W for 1.48 feet, thence S 06°57'35" E for 348.81 feet, thence N 88°56'00" W for 46.69 feet to a point of curve of a circular curve to the right, thence Westerly to Northerly along the arc of said curve having a radius of 183.92 feet through a central angle of 84°07'32" for 270.04 feet to a point of compound curve, thence Northerly along the arc of said curve having a radius of 486.45 feet through a central angle of 11°27'19" for 97.25 feet to a point of compound curve, thence Northerly to Easterly along the arc of said curve having a radius of 248.29 feet through a central angle of 82°49'46" for 358.94 feet to a point of reverse curve, thence Easterly to Northerly to Southwesterly along the arc of said curve having a radius of 68.00 feet through a central angle of 235°47'12" for 279.84 feet to a point of reverse curve, thence Southwesterly along the arc of said curve having a radius of 239.04 feet through a central angle of 34°59'19" for 145.95 feet, thence N 12°43'50" W for 210.00 feet, thence S 77°16'10" W for 23.91 feet, thence N 07°46'38" W for 204.64 feet, thence N 76°38'19" E for 296.76 feet, thence N 58°42'27" E for 19.17 feet to the Point of Beginning.

EXHIBIT A-1



REF 6023  
PAGE 543

Record and return to:  
Jonathan A. Yellin, Esq.  
Poliakoff Backer, LLP  
400 S. Dixie Highway, Suite 420  
Boca Raton, FL 33432  
(561) 361-8535 Office  
jyellin@pbattorneys.com

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**

**NOTE: This document is a SUBSTANTIAL REWORDING of the Articles of Incorporation filed with the Florida Secretary of State on October 2, 1973 for Majestic View Condominium Number One, Inc. and subsequently renamed MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC. on May 19, 1981, as the same may have been amended from time to time. Refer to the original document for the existing text. The original Articles of Incorporation were attached to the Declarations of Condominium for the following condominiums:**

Majestic View Condominium Number One – Phase I, OR 5597, Page 302  
Majestic View Condominium Number One – Phase II, OR 5806, Page 440  
Majestic View Condominium Number One – Phase III, OR 6023, Page 454

The incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes and Chapter 718, Florida Statutes), and hereby adopts the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the Corporation shall be MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC., hereinafter, and in the Declaration and Bylaws, referred to as “the Association.”

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") as amended from time to time, is for the operation of a multi-condominium association, to administer the affairs those certain condominiums known as Majestic View Condominium Number One – Phase I, OR 5597, Page 302; Majestic View Condominium Number One – Phase II, OR 5806, Page 440;

and Majestic View Condominium Number One – Phase III, OR 6023, Page 454, hereinafter, “the Condominiums.”

### **ARTICLE III DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations of Condominium ("Declaration") for the Condominiums, and the Bylaws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

### **ARTICLE IV POWERS**

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

4.1 General. The Association shall have all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to their Declaration, and as they may be amended from time to time, including, but not limited to, the following:

- A. To make and collect regular and Special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums.
- C. To maintain, repair, replace, reconstruct, add to, and operate the Condominiums and other property acquired or leased by the Association for use by Unit Owners.
- D. To purchase insurance upon the Condominiums and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.
- E. To make and amend reasonable Rules and Regulations for the maintenance, operation and use of the Condominium Properties and for all other lawful purposes.

- F. To approve or disapprove the transfer, mortgaging, ownership and possession of Units as may be provided by the Declarations.
- G. To enforce by legal means the provisions of the Act, the Declarations, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominiums.
- H. To contract for the management of the Condominiums, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the Bylaws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.
- I. To employ personnel to perform the services required for proper operation of the Condominiums.
- J. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominiums.
- K. To borrow money, incur interest and encumber Condominium Property and Units by pledging them as security for performance in a loan agreement.

4.3 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declarations, these Articles, and the Bylaws.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the Bylaws.

## **ARTICLE V MEMBERS**

5.1 Membership. The Members of the Association shall consist of all of the record Owners of Units in the Condominiums; and, after termination of the Condominiums, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium Parcel in the Condominiums, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declarations, and by the recordation

amongst the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

5.2 Assignment. The share of a Member in the funds and assets of the Association, in its Common Elements and its Common Surplus, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declarations. Said votes shall be exercised or cast in the manner provided by the Declarations and Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

## **ARTICLE VI TERM OF EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE VII INCORPORATOR**

The names of the original subscribers to these Articles of Incorporation were as follows: Harold Pomerantz, Phil Perry and Irving J. Whitman.

## **ARTICLE VIII OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

## **ARTICLE IX DIRECTORS**

9.1 Number and Qualification; The affairs of the Association shall be managed by a

Board consisting of the number of Directors determined by the Bylaws. Only the record title holder or the spouse of a record title holder of a Condominium Unit shall be eligible to hold the office of Director of the Association.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when that is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

## **ARTICLE X INDEMNIFICATION**

10.1 Indemnity. To the fullest extent permitted by Florida law:

- (A) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.
- (B) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.
- (C) The foregoing indemnity shall include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

10.2 Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

10.3 Inclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

10.4 Recovery of Expenses. Expenses incurred by any person entitled to

indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

10.5. Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any Bylaw or agreement, to the extent permitted by law.

10.6. Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

## **ARTICLE XI AMENDMENTS**

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

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

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority two-thirds (2/3) of the Board of Directors or by written petition executed by not less than one-fourth (1/4) of the Members of the Association. A proposed amendment must be approved by at least seventy-five percent (75%) of the participating Members, present and voting, at a meeting at which a quorum is established, but in no event less than a majority of the entire membership, or by written agreement provided a quorum participates, or by any other means authorized by Chapters 617 or 718, Florida Statutes, as the same may be amended from time to time.

11.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members.

11.4 Recording. A copy of each amendment shall be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of Broward County, Florida.

## **ARTICLE XII ADDRESS**

The principal place of business of the Corporation shall be located at 770 East Coco Plum Circle, Plantation, Florida 33324. Correspondence and official notices shall be directed to the management company then representing the Corporation, currently,

Brock Property Management, PO Box 770850, Coral Springs, FL 33077. The Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE XIII  
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The registered agent of this Corporation shall be Jonathan A. Yellin, Esq. of Poliakoff Backer, LLP, 400 S. Dixie Highway, Suite 420, Boca Raton, Florida 33432.

**ACCEPTANCE BY REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XIII OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

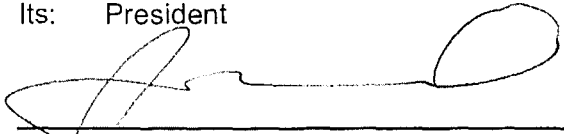
/s/ Jonathan A. Yellin

The foregoing was adopted as the Amended and Restated Articles of Incorporation for **MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**, a corporation not-for-profit under the laws of the State of Florida, on the 10 day of November, 2023.

Approved:

  
\_\_\_\_\_  
Print Name: Marie Perry

Its: President

  
\_\_\_\_\_  
Print Name: Susan Mandel

Its: Secretary



**THIS INSTRUMENT WAS PREPARED BY:**

Jonathan A. Yellin, Esq.  
Poliakoff Backer, LLP  
400 S. Dixie Highway, Suite 420  
Boca Raton, FL 33432  
(561) 361-8535 Office  
jyellin@pbattorneys.com

**AMENDED AND RESTATED BYLAWS  
OF  
MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**  
(A corporation not-for-profit organized under the laws of the State of Florida)

NOTE: **This document is a SUBSTANTIAL REWORDING** of the Bylaws for Majestic View Condominium, Inc., as originally attached to the Declarations of Condominium, recorded in the Public Records of Broward County, as amended, (hereinafter the "Original Declarations") for Majestic View Condominium Number One – Phase I, Book 5597, Page 302, Majestic View Condominium Number One – Phase II, Book 5806, Page 440, Majestic View Condominium Number One – Phase III, Book 6023, Page 454. **See original documents for current text.**

1. **Identity.** These are the Bylaws of **MAJESTIC VIEW CONDOMINIUM, INC.** (the "**Association**"), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purpose of administering those certain **DECLARATIONS OF CONDOMINIUM** (the "**Declarations**") as well as the properties made subject thereto ("**The Properties**") for the following condominiums:

Majestic View Condominium Number One – Phase I, OR 5597, Page 302  
Majestic View Condominium Number One – Phase II, OR 5806, Page 440  
Majestic View Condominium Number One – Phase III, OR 6023, Page 454

- 1.1 **Principal Office.** The principal office of the Association shall be as provided in its Articles of Incorporation, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or in the office of any manager engaged by the Association.
  - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
  - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "**Florida**", the words "**Corporation Not-for-Profit**", and the year of incorporation.
2. **Definitions.** For convenience, these Bylaws shall be referred to as the "**Bylaws**" and the Articles of Incorporation of the Association as the "**Articles**". The other terms used in these Bylaws shall have the same definitions and meanings as those

set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

**3. Members.**

**3.1 Annual Meeting.** The annual Members' meeting shall be held on a day and time as determined by the Board of Directors. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

**3.2 Special Meetings.** Special Members' meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

**3.3 Notice of Meeting; Waiver of Notice.** Notice of a meeting of Members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. The notice of the annual meeting shall be sent by mail or hand delivery to each Member, unless the Member waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The posting and mailing of the notice shall be provided not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his or her (or his or her authorized representative's) attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called.

Members may elect to receive notice of a membership meeting by electronic delivery in the manner provided in F.S. 718.112, as amended from time to time.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section. No other proof of notice of a meeting shall be required.

**3.4 Quorum.** A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty (30) percent of all of the votes of Members in the Association.

**3.5 Voting.**

- (a) **Number of Votes.** In any meeting of Members, the Members shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the term "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- (c) **Voting Member.** If a Unit is owned by one person, such person's right to vote shall be established by the roster of Members based upon the holders of title to the Unit. If a unit is owned by two (2) persons married to each other or joined by a civil union, either may cast a vote on behalf of a Unit and no designation of the Voting Member shall be required. If a Unit is owned by two (2) or more persons that are not all married to each other or joined together by a civil union, those Owners shall decide between/among themselves as to whom shall be designated as the Voting Member for the Unit. In the event that those persons cannot so decide, no vote shall be cast. If a Unit is owned in trust, any trustee or co-trustee may cast the vote on behalf of the Unit as the Voting Member. If a Unit is owned by a corporation, partnership, or other entity, the person entitled to cast the vote for the Unit (the Voting Member) shall be designated by a certificate signed by a person entitled to execute a conveyance of the entity's property and filed with the Secretary of the Association. Such person need not be a Member. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Member of an undivided interest in

the Unit or an authorized entity representative as aforesaid. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.6 Proxies.** Votes may be cast in person or by limited proxy (except as otherwise provided herein). A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each limited proxy shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. General proxies may not be used for the election of Directors.
- 3.7 Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business.** If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
  - (b) Proof of notice of the meeting or waiver of notice;
  - (c) Reading and approval of minutes;
  - (d) Reports of officers;
  - (e) Reports of committees;
  - (f) Election of Directors;
  - (g) Unfinished business;

- (h) New business;
- (i) Open forum;
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the chairperson.

**3.9 Minutes of Meeting.** The minutes of all meetings of Members shall be made available for inspection by Members or their authorized representatives and Board Members at any reasonable time.

**3.10 Action Without A Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, provided that all members receive notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote on any such Members as elsewhere herein set forth) having not less than a majority of all votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall accurately summarize the material features of the authorized action.

#### **4. Directors.**

**4.1 Membership.** The affairs of the Association shall be governed by a Board of seven (7) Directors. Directors shall at all times be subject to the qualifications and obligations set forth in the Act.

**4.2 Election of Directors.** The election of Directors shall take place at the Annual Meeting. The election shall be conducted by secret ballot. In no event shall proxies be used in the election of Directors. Directors shall be elected by a plurality of votes cast, and there shall be no cumulative voting. Notwithstanding the proxy requirement contained herein, an election may be conducted provided that ballots are cast by at least 20% of all Members eligible to cast a ballot in an election. Ballots may be cast by absentee ballot. At least sixty (60) days prior to the election, a first notice of election shall be mailed, delivered or electronically transmitted to each Owner advising each Owner of their right to nominate themselves as a candidate for the Board by submitting an "intent to be a candidate" form to the Secretary of the Association, to be received by the Association at least forty (40) days prior to the date of the Annual Meeting and Election. Candidates

may also submit biographies or other written statements about themselves, and such materials must be delivered to the Association no later than thirty-five (35) days prior to the Annual Meeting and Election. The names of all qualified candidates who submit an "intent to be a candidate" form prior to this deadline shall be included on any ballot used in the election of Directors. No nominations from the floor shall be accepted at the Annual Meeting. An election is not required unless more candidates are nominated than vacancies exist.

#### **4.3 Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors.
- (b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members at a special meeting of Members called for that purpose or by written agreement signed by a majority of the Owners of all Units. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting, or by the Board of Directors in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed.
- (c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court for the jurisdiction in which The Properties exist for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the applying Member shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

- 4.4 Term.** Except as provided herein to the contrary, the term of each Director's service shall be two (2) years, or until he or she resigns or is removed in the manner elsewhere provided. Directors shall serve in staggered terms. Staggered terms shall be implemented by allowing the four (4) Directors

with the highest vote count at the next election to serve for two years, and the remaining Directors shall serve for a one-year term. At the conclusion of the one-year term, at the next election, the three (3) Directors elected shall serve two-year terms. Any director appointed by the Board to fill a vacancy shall serve the remaining balance of the term of the Director he or she is replacing. A Director that has served on the Board for eight (8) consecutive years (accrued after recording of these Bylaws) is ineligible to serve as a board member unless there are fewer eligible candidates than vacant seats on the Board or unless that candidate is approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election.

- 4.5 Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 4.6 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, email, text or telephone and shall be transmitted at least forty-eight (48) hours prior to the meeting.
- 4.7 Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given to each Director personally or by mail, email, text or telephone which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting.
- 4.8 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called.
- 4.9 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 when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.10 Adjourned Meetings.** If, at any proposed meeting of the Board of

Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

- 4.11 Joinder in Meeting by Approval of Minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.12 Presiding Officer.** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside in the absence of the Vice President).
- 4.13 Order of Business.** If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Call to order/roll call;
  - (b) Proof of due notice of meeting;
  - (c) Reading and approval of any unapproved minutes;
  - (d) Reports of officers and committees;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be maintained and available for inspection by Members, or their authorized representatives, and Board Members at any reasonable time and place.
- 4.15 Committees.** The Board of Directors may, by resolution duly adopted, appoint or designate a Grievance Committee to consist of three (3) or more Members. Such Grievance Committee shall have and may exercise all of the powers as set forth in the resolution, including the authority to issue



uphold any fines imposed by the Board for non-compliance with any of the Governing Documents or to suspend amenity use rights of a Member.

The Grievance Committee and any other committee subject to the open meeting and other applicable provisions of the Act shall at all times comply with same.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

5. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining the Common Areas, including the Surface Water Management System.
  - (b) Determining the expenses required for the operation of the Common Areas and the Association and levying assessments for same.
  - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and the Association.
  - (d) Adopting and amending rules and regulations concerning the details of the operation and use of The Properties.
  - (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
  - (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
  - (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
  - (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired by the Association, or its designee.

- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for The Properties and the Association.
- (k) Making repairs, additions and improvements to, or alterations of, The Properties, and repairs to and restoration of The Properties in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Members, allocating income and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of The Properties and the Association.
- (m) Levying fines and suspending Common Area use rights against appropriate Owners for violations of the Declaration or of the rules and regulations established by the Association to govern the conduct of such Owners and others, all in accordance with the Act.
- (n) Entering into contracts for products and services, at all times in accordance with the procedural and other requirements of the Act.
- (o) Borrowing money when required in connection with the operation, care, upkeep and maintenance of the Common Areas; the addition of capital improvements; or the acquisition of property; and granting mortgages on and/or security interests in Association owned property;
- (p) Contracting with a duly licensed manager for the management and maintenance of The Properties and the Association and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, maintenance of official records, enforcement of rules and maintenance, repair, and replacement of the Common Areas and Units with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles and these Bylaws including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing Owners or other persons to exclusively use portions of the Common Areas for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles and these Bylaws, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- (t) Issuing of estoppel certificates and financial reports as provided in the Act.

## 6. **Officers.**

- 6.1 Executive Officers.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary. The Board of Directors shall periodically organize (at least once a year after the Annual Meeting) to elect the officers from amongst the members of the Board of Directors. Officers may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may not hold more than one office, except that the Secretary may also be the Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President.** The President shall be the chief executive officer of the Association and the chairperson of the Board. He or she shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary.** The Secretary shall keep or cause to be kept the minutes of all proceedings of the Directors and the Members. He or she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep or cause to be kept the records of the Association, and shall perform all other duties incident to the office of the secretary of an

association and as may be required by the Directors or the President.

**6.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep or cause to be kept books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

**6.6. Manager.** Any of the foregoing functions of the Secretary or Treasurer may also be performed by a duly licensed manager engaged by the Association, provided that (i) the Secretary or Treasurer, as appropriate, shall oversee the performance of such functions, and (ii) no manager may execute any documents as, or in the name of, the Secretary or Treasurer.

**7. Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of The Properties or for any other service to be supplied by such Director or officer, so long as same is not inconsistent with the Act. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

**8. Resignations.** Any Director or officer may resign his or her post at any time by written resignation (paper or electronic), delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such person.

**9. Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

**9.1 Budget.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (which shall detail all accounts and items of expense the Board finds to be appropriate), determine the amount of assessments payable by the Owners to meet the expenses of the Association and allocate and assess such expenses

among the Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance.

- 9.2 Assessments.** Assessments against Units for their share of the items of the budget shall be made for the applicable fiscal year annually at least thirty (30) days preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable in advance on the first day of each month of the year for which the assessments are made. If annual assessments are not made as required, assessments shall be presumed to have been made in the amount of the last prior assessments, and monthly installments on such assessments shall be due upon each installment payment date until changed by amended assessments. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which amended assessments are made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended assessments, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. If only a partial month remains, the amended assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Special Assessments for Non-Emergencies.** Special assessments for expenses for non-emergencies and other special expenses that cannot be paid from the annual assessments shall be levied in accordance with the Declaration and shall be due only after fourteen (14) days' advance written notice is given to the Members, as determined by the Board of Directors, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 Depository.** The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed or electronic transfer by such person or persons as are authorized by the Directors. All sums collected by the Association from assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account may be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.
- 9.5 Late Fees, Interest and Acceleration of Installments Upon Default.** An assessment is due on the date stated in the notice and is late if not received

on that day. If a Member remains in default ten (10) days after a regular, periodic or special assessment has come due, then the Association may impose a \$25.00 late fee or 5% of the missed installment (whichever is greater), plus interest at the highest lawful rate, and may accelerate the amounts due for the remainder of the calendar year.

- 9.6 **Fidelity Bonds.** As provided in the Declaration, fidelity bonds must be obtained by the Association for all persons handling or responsible for Association funds in such amounts as are specified in the Declaration. The premiums on such bonds shall be paid by the Association as a common expense.
- 9.7 **Accounting Records and Reports.** The Association shall maintain accounting records in the State according to accounting practices normally used by similar associations. The records shall be open to inspection by Members or their authorized representatives at reasonable times and location designated by the Association, and written summaries of them shall be supplied at least annually.
- 9.8 **Application of Payment.** All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.
10. **Roster of Members.** Each Owner shall file with the Association a copy of the deed or other document showing his or her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. All Owners are obligated to provide the Association with accurate contact information and to update such information as applicable. In the event that an Owner fails to provide accurate contact information to the Association, and if such failure to provide accurate contact information results in damage to the Association Property or to any Unit, such Owner may be held liable for the damages caused by said failure.
11. **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws and subject to waiver in the discretion of the presiding officer if he or she determines that technical compliance with such Rules would interfere with the efficient conduct of a meeting or the will of its attendees. Failure to comply with such rules shall not itself serve to invalidate any action by the Board of Directors or the membership.

12. **Amendments.** Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:
- 12.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by a majority of all the Units in the Association. The proposed amendment shall be delivered to the membership, along with a limited proxy, at least fourteen (14) days before a special membership meeting at which the membership shall vote to approve the amendment. The approval must be by not less than a majority of all Units, whose consent may be granted by voting in person or by proxy at a membership meeting.
13. **Rules and Regulations.** The Board of Directors may, from time to time, modify, amend or add to rules and regulations. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Member not less than fourteen (14) days prior to the effective date thereof.
14. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
15. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

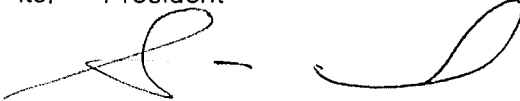
The foregoing was adopted as the Bylaws of the **MAJESTIC VIEW CONDOMINIUM ASSOCIATION, INC.**, a corporation not-for-profit under the laws of the State of Florida, on the 10 day of November, 2023.

Approved:



Print Name: [ MARIE PERRY ]

Its: President



Print Name: [ SUSAN MANDEL ]

Its: Secretary

# **Majestic View Condo Association**

## **Rules and Regulations**

### **SECTION A - PARKING**

1. Residents are to park in their assigned parking spaces ONLY.
2. No parking or standing in front of any individual unit/driveway will be permitted unless unloading or loading your vehicle.
3. No blocking ingress or egress of any kind.
4. No blocking or parking in front of dumpster, in fire lanes or unauthorized areas.
5. Parking on the grass is prohibited.
6. Only 2 vehicles are permitted per unit. Other arrangements need to be made for more than 2 vehicles. Parking is very limited in this association.
7. It shall be the responsibility of the Host Resident to notify guests to park ONLY in a guest parking space.
8. No commercial vehicle, as evidenced by type, products or advertising, or boat, boat trailer, house trailer or trailer of any description, nor recreational vehicle as defined by the Broward County Ordinances shall be permitted to be parked or stored at any place or any lot within the properties. (Condominium Documents, Article VII).
9. Prior approval from the architectural review committee must be obtained before placing a cover on a vehicle. Approved vehicle covers must be kept in excellent condition.
10. No vehicle which cannot operate on its own power, including vehicles with flat tires, shall remain within the property for more than 48 hours, and no repair of vehicles shall be made within the property.
11. Violators of the parking rules will be towed away at the Owner's expense, in accordance with Florida Statute 715.07 or stickered, at the discretion of the Board of Directors.

### **SECTION B - PETS**

1. No animals or pets of any kind shall be kept in any unit or on property of the Condominium except in the case of a unit owner's dog or cat. No more than two (2) dogs or cats shall be kept in a Unit. No dog shall weigh more than fifty (50) pounds. In such case, said dog or cat may be kept in the townhouse unit if the animal is owned by the family which owns said townhouse. No animal or pet of any kind shall be kept unattended in the patio or balcony of the townhouse.
2. The pet shall always be kept on a leash when outside of the unit and shall never be permitted to be outside of said unit except when carried or on a leash.
3. Should a pet relieve itself in any area outside the unit, it shall be the obligation of the pet's owner to clean the excretion up immediately.



4. Should the pet cause or create a nuisance or disturbance, the said pet shall be permanently removed from the owner's unit and the condominium property, by Broward County Animal Control.
5. The Association requires that all pet owners complete and submit to the Association a pet registration form and that this form be updated at the request of the Board of Directors.

### **SECTION C - POOL & SAUNA USE**

1. Entry to pool area must be with key only.
2. All persons using the pool and/or sauna do so at their own risk.
3. No food or glass containers of any kind permitted in the pool area.
4. No BBQ or any cooking is permitted on the pool deck.
5. Chairs or lounges are not to be reserved for anyone, unless the person for whom said chair or lounge is reserved, is physically present at the pool.
6. Persons using suntan lotions must spread protective covering or towel on chairs and lounges before using them.
7. No running, jumping, pushing or pranks, ball playing, or other dangerous activity is permitted in or near the pool.
8. Cigarette butts, cigar stubs and all other litter must be put into proper receptacles.
9. Incontinent persons, regardless of age, are ABSOLUTELY NOT PERMITTED IN THE POOL. Swimmers must have control of their bowels and bladder to minimize the chance of an accident in the pool.
10. No form of apparel except approved swimwear is allowed in the pool.
11. No animals of any kind are allowed in the pool or pool area.
12. Pool and pool area is opened from dawn to dusk. Anyone causing a disturbance, including but not limited to loud music, to other residents in or outside the pool area will leave the area immediately.
13. The pool is reserved for the private use of unit owners, tenants or accompanied guest(s) only.
14. Children under the age of 16 years are not permitted to use the pool unless supervised and accompanied by an adult 18 years of age or older.
15. Children under the age of 18 must be supervised.
16. No floating objects such as rafts, floats, balls, etc. are permitted in the pool.
17. No skateboards, scooters, roller blades/skates or bicycles are permitted in the pool area.

### **SECTION D - TENNIS COURTS**

1. Appropriate dress should be observed at all times on the tennis courts, i.e.: shirt, shorts, skirts or pants and tennis shoes. Tennis shoes MUST be of a non-marring type.
2. Tennis court hours shall be from dawn to dusk.

3. Children under the age of 10 years of age must be accompanied by an adult on the tennis courts.
4. No food or glass containers of any kind are permitted on the tennis courts.
5. Keys to tennis court doors are not to be loaned or given to anyone other than a unit owner or tenants.
6. The tennis courts are reserved for the private use of unit owners, tenants, or accompanied guests only.
7. No bicycles, roller skates, skateboards, pets, or other activities, etc. are allowed on the tennis courts.

## **SECTION E – BALCONY – TERRACE**

The Unit Owner shall remain responsible for maintenance of any electrical outlets, light bulbs, fans, fixtures, sliding glass doors, glass, or other improvements.

1. Unit Owners and/or tenants shall not keep storage units or store items on the balcony such as bicycles, toys, basketball hoops, etc.
2. Unit Owners and/or tenants are responsible to remove all furniture, planters, etc. when there is a hurricane warning.
3. Unit Owner and/or tenants are not allowed to keep any pet or animal unattended, tied or caged in the balcony or patio under any circumstances.
4. No tiles, carpeting, or any other surface may be affixed to any balconies. Any damage from non-approved balcony surfaces will be Owner's responsibility.
5. No hanging of towels, clothing, blankets, rugs, etc. may be hung to dry out on the balcony or driveway railings.

## **SECTION F – FRONT AND BACK COURTYARDS**

Unit Owners shall maintain the Front Courtyard to be free of any weeds, pressure cleaning to keep clean of mildew/mold, no empty planters, no storage of toys, sports equipment, tools, empty boxes, trash bins, maintenance of any plantings/hedges/palms.

1. Unit Owner is responsible for driveway maintenance.
2. No plants, tree branches, ivy, etc. shall be permitted to grow onto or touch the exterior or roof of the building.
3. No exterior alterations may be made without architectural approval by the Association.
4. No BBQs or storage of any type, including garbage bins, bicycles can be stored in plain site on the front patio.
5. No hanging of towels, clothing, blankets, rugs, etc. may be hung to dry out on the balcony or driveway railings.
6. Garden/plant debris is to be tied up and placed out for garbage or bulk trash.
7. No encroachment of plantings, garden, stones, patio, etc. are permitted outside of the unit's front/back courtyards.

## **SECTION G – GARBAGE & BULK PICK UP**

1. No garbage shall be put out prior to 5 pm of the day before garbage pick-up.

2. Bulk garbage/trash cannot be put out sooner than 2 days prior to the bulk trash pick-up day.
3. No garbage is to be placed on common property or placed or thrown in or around the Association dumpster enclosure.
4. Dumping of resident garbage in dumpster, surrounding area or other Association receptacles is prohibited.

### **Section H – Records Request**

1. The official records available for inspection and copying are those designated by Sec. 718.111, Florida Statutes. The law provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, records to be inspected and manner of inspections.
2. An Owner desiring to inspect the Association's official records shall submit a written request via certified mail to the Property Manager. The request must specify the particular records sought for inspection, including the pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the specific records requested. The inspection or copying of records shall be limited to those records specifically requested.
3. The Association shall respond to only one (1) written request per Unit in any given thirty (30) day period. An Owner may not request the same document more than once within a six (6) month period.
4. Inspection times shall be made only by appointment with the Association during customary business hours exclusive of Federal, State and Local holidays, and pursuant to paragraph 3 above.

### **ALL RULES AND REGULATIONS WILL BE ENFORCED**

We realize that all the Rules and Regulations will not be welcomed by all, however, as unpalatable as it may seem to some, they must be abided by to ensure the safety, comfort, and property values for all the residents.

We all chose to live in the condominium environment; therefore, we must consider our neighbors and abide by the Rules and Regulations.

### **IT IS YOUR OBLIGATION TO READ AND FOLLOW THESE RULES AND REGULATIONS.**

These Restated and Amended Rules and Regulations supersede any previously published Rules and Regulations. In the event of any conflict between these Restated and Amended Rules and Regulations and the governing documents (Articles, Bylaws or Declaration), then the recorded governing documents shall supersede these Restated and Amended Rules and Regulations.

BOARD OF DIRECTORS  
MAJESTIC VIEW CONDOMINIUM ASSOCIATION