

81-248763

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

NOVA GARDENS CONDOMINIUM

AND

BY-LAWS

NOVA GARDENS CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of Nova Gardens Condominium provides for the amendment thereof as set forth in Article VI, and

WHEREAS, said Declaration of Condominium of Nova Gardens Condominium is recorded in Official Records Book 8129, Page 365, of the Public Records of Broward County, Florida, and

WHEREAS, said Declaration of Condominium provides for the execution and recordation in the Public Records of Broward County, Florida, of a Certificate of the President and Secretary of Nova Gardens Condominium Association, Inc., a Florida corporation not-for-profit, certifying that the amendment has been duly adopted, and

WHEREAS, the By-Laws of Nova Gardens Condominium Association, Inc. which is attached to said Declaration as Exhibit "D" provides for the amendment of said By-Laws as set forth in Article X, and

WHEREAS, the amendments to said By-Laws attached hereto and made a part hereof received the unanimous approval of the Board of Directors of Nova Gardens Condominium Association, Inc. at a duly convened Special Meeting of the Board of Directors held on May 26, 1981 in Davie, Broward County, Florida, and

WHEREAS, the members of Nova Gardens Condominium Association, Inc. approved and adopted the amendments to said Declaration of Condominium and the amendments to said By-Laws of Nova Gardens Condominium Association, Inc., attached hereto and made a part hereof, at a Special Meeting of the members held on July 20, 1981, at the condominium, in Davie, Broward County, Florida, said amendments being adopted by the majority vote in person or by proxy of Voting Members casting votes in an amount equal to not less than one-half (1/2) of the number of units in the condominium, and

WHEREAS, as a result of the foregoing, and proper notice having been given, said amendments attached hereto and made a part hereof have been duly adopted pursuant to Article VI of the Declaration of Condominium and Article X of the By-Laws.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation this 28 day of August, 1981, at Davie, Broward County, Florida.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witness

Witness

NOVA GARDENS CONDOMINIUM  
ASSOCIATION, INC.

(SEAL)

By:

SIDNEY SCHARFER, President

ATTEST:

ELIZABETH SPARE, Secretary

PREPARED BY AND RETURN TO:  
MARTIN S. ROSENBLOOM, ESQ.  
BECKER, POLIAKOFF & STREITFELD, P.A.  
6520 N. ANDREWS AVE., P.O. BOX 9057  
FT. LAUDERDALE, FLORIDA 33310  
[305] 776-7550, M-944-2926, WPB-732-0803

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310  
TELEPHONE (305) 776-7550

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25:00

STATE OF FLORIDA :  
COUNTY OF BROWARD :

On this 28 day of August, 1981, personally appeared before me SIDNEY SCHAEFER and ELIZABETH SPARE, President and Secretary respectively, of Nova Gardens Condominium Association, Inc., a Florida corporation not for profit, and acknowledged before me that they executed the foregoing Certificate of Amendment for the purposes therein expressed and that they have affixed thereto the corporate seal of said corporation, all under authority vested in said officers by the Board of Directors and membership of said corporation.

WITNESS my hand and official seal this 28 day of August, 1981.

  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 3 1987  
BONDED thru GENERAL INS. UNDERWRITERS

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
NOVA GARDENS CONDOMINIUM

II.

DEFINITIONS AND/OR EXPLANATION OF TERMINOLOGY

4. Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against an Owner, or the charge to an owner for payment of a fine or certain expenses, as provided in Article XIII, Section B and D of the Nova Gardens Condominium Declaration of Condominium or Article IV, Section 12 and Article VIII, Section 6 of the By Laws.

IV.

VOTING RIGHTS

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of Owners. If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member. Developer, as Owner of unsold Units, shall be entitled to one (1) vote for each Unit owned. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws.

Each Unit shall be entitled to one (1) vote, subject to the requirements for assessments payments in accordance with Article II, Section 6 of the By Laws. ~~The vote of a Unit is not divisible.~~

IX.

ASSESSMENTS

Corporation, through its Board, has the powers to fix and determine the sums necessary and adequate to provide for the Common Expense of the Condominium, and such other sums as are specifically provided for in this Declaration.

Assessments that are unpaid for more than forty-five (45) days after the due date shall bear interest at the rate of ten (10%) percent per annum from the due date until paid, and, at the discretion of the Board, a late charge of Twenty-five (\$25.00) Dollars per month shall be due and payable.

Corporation shall have a lien on each Parcel and all tangible personal property located therein, for unpaid Assessments and late charges, together with interest thereon. Such lien shall be subordinate to Institutional Mortgages encumbering any Parcel and any other prior bona fide liens of record. Reasonable attorney's fees incurred by Corporation incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by Corporation for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by Corporation in order to preserve and protect its lien, shall be payable by the owner and secured by such lien. Said lien shall be effective when perfected in the manner provided for by the Act and shall have the priorities established by the Act. Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced.

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Where an Institutional Mortgagee obtains title to a Parcel as a result of a foreclosure of its mortgage, or when an Institutional Mortgagee accepts a Deed to a Parcel in lieu of foreclosure, it and its successors and assigns shall not be liable for the share of Common Expense Assessments pertaining to such Parcel, which became due prior to its acquisition of title unless such share is secured by a lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expense or Assessments shall be deemed to be Common Expense collectible from all Owners, excluding such acquirer, its successors and assigns.

Any party acquiring an interest in a Parcel, (including an Institutional Mortgagee) may not, during the period of its ownership, be excused from the payment of some or all of the Common Expense coming due during the period of such ownership and shall not be entitled to occupancy of the Unit or use of the Common Elements until such time as all unpaid Assessments have been paid. Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to Developer, to any Owner or group of Owners, or to any third party.

Failure to pay an assessment by the tenth (10th) of each month shall carry a \$15.00 fine. If not paid by the twenty-fifth (25th) of the month, interest will be levied on the unpaid amount to be determined by the maximum interest rate allowed by law.

X.

PROVISIONS RELATING TO SALE  
RENTAL, ALIENATION OR MORTGAGING OF PARCELS

A. Sale or Rental of Parcels - Corporation to Have Right of First Refusal:

3. The Board, within twenty (20) ~~ten-(10)~~ days after receiving such notice and such supplemental information as is required, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Owner's Unit (or mailed to the place designated by the Owner in his notice), designate Corporation or any other person satisfactory to the Board, who is willing to purchase or lease upon the same terms as those specified in the Owner's notice.

8. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant special permission to an owner to lease his unit to a specified lessee for a period of not less than four consecutive months nor more than twelve consecutive months. All valid leases now in effect shall expire upon its stated term. This section shall become effective August 1, 1981.

9. A copy of the lease to accompany the rental or sales application to the Association. The term of the lease to run not less than three (3) months nor more than twelve (12) months. All leases are on a non-renewable basis. In the event of an existing lease which is renewed or extended, no screening fee is required. Where a new lease is offered, a \$50.00 fee and approval by the screening committee is mandatory.

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XIII

MAINTENANCE AND ALTERATIONS

B. There shall be no alterations or additions to the Common Elements or Limited Common Elements where the cost thereof is in excess of ten (10%) percent of the annual Budget, except as authorized by the Board and approved by the owners of a majority of the units majority-of Owners; provided the aforesaid alterations or additions do not prejudice the right of any Owner, unless his consent has been obtained. The cost of the foregoing shall be specifically assessed as a Common Expense. Where any alteration or addition to the Common Elements or Limited Common Elements is for the benefit of an Owner requesting same, then the cost of such alteration or addition shall be assessed against and collected solely from the Owner benefited. The Assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board. Where such alterations or additions benefit Owners requesting same, said alterations or additions shall only be made when authorized by the Board and approved by the majority of Owners benefiting therefrom.

Where the approval of Owners for alterations to the Common Elements or Limited Common Elements is required in this Declaration, approval shall also be required of Institutional Mortgagees whose mortgages encumber Parcels representing the majority of the total unpaid principal dollar mortgage indebtedness on said Parcels at said time.

C. Each Owner shall:

1. Maintain his Unit and all interior surfaces within his Unit in good condition and repair and maintain the fixtures and equipment therein. The words "fixtures and equipment" include but are not limited to the following when applicable: air conditioning and heating units, (including condensers and all appurtenances thereto wherever situated), refrigerators, stoves, fans, dishwashers, washing machines, dryers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water lines, electric wiring, electric outlets and fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior doors or the exterior of the Property, which shall be a Common Expense). Where a Unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the Owner. All repairs that are performed in any area within a unit will be done at the owner's expense. It is the sole responsibility of the unit owner for any financial obligations arising from such repairs. In no case will invoices be prepared and submitted to the Association without the explicit written consent of the Board of Directors.

AMENDMENTS TO  
BY-LAWS  
OF  
NOVA GARDENS CONDOMINIUM ASSOCIATION, INC.

ARTICLE II  
MEMBERSHIP AND VOTING PROVISIONS

Section 6. Limitation on Right to Vote. Each Member has an obligation to pay a monthly maintenance Assessment and may be obligated to pay a special Assessment. The Corporation has the responsibility and obligation to make and collect these Assessments. If, at the time of any meeting of the Membership, any Member is more than ten (10) ~~forty-five (45)~~ days delinquent in the payment of any Assessment, he shall not be entitled to vote. The Treasurer, or such other person or entity charged with the responsibility of collecting Assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which Units are current in the payment of all Assessments and are therefore eligible to vote.

ARTICLE III  
MEMBERSHIP AND MEETINGS

Section 2. Notices. It shall be the duty of the Secretary to send by regular mail or deliver a Notice of each annual or special meeting to each Owner and to post a copy of said Notice in a conspicuous place on the Property at least fifteen (15) ~~thirty (30)~~ days ~~but not more than forty (40) days~~ prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All Notices shall be mailed to or served at the address of the Owner as it appears on the books of the Corporation.

ARTICLE IV  
DIRECTORS

Section 6. Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as it may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least forty-eight (48) hours ~~five (5) days~~ prior to the date established for such meeting. All regular and special meetings of the Board shall be open to Owners. Notice of all regular and special meetings shall be conspicuously posted on the Property at least forty-eight (48) hours in advance of the meeting, except in case of emergency.

Section 12. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Corporation, and may do all acts and things as are not by law, the Declaration, Articles, or these By-Laws directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to, the following:

(h) To enforce by legal means the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the regulations for the use of the Condominium property, including but not limited to the assessment of fines in the manner provided in these By-Laws.

## ARTICLE VIII

### COMPLIANCE AND DEFAULT

Section 6. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against each unit for such purpose, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-Five (\$25.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of that unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Associations documents, including but not limited to legal action for damages or injunctive relief.

ARTICLE XVII

RULES AND REGULATIONS

Section 4. Existing Rules and Regulations. The Rules and Regulations listed herein shall be deemed to be in effect until amended by the Board and shall apply to and be binding upon all Owners. Owners shall at all times comply with these Rules and Regulations and shall use their best efforts to see that they are observed and complied with by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

(j) As of August 1, 1981, no pets or animals of any kind or description will be permitted to reside in any unit of the Nova Gardens Condominium. Guests' or Visitors' pets or animals will not be permitted on condominium property. As of August 1, 1981, all resales and rentals will not be permitted to have pets. To prevent undue hardship on those owners that currently own pets, they may remain on the property providing that the following criteria are met:

(1) The owner must present within fifteen (15) days of the enactment of this regulation, two (2) color photographs, a front and side view of the pet to be kept on file in the condominium office.

(2) Any nuisance created by a pet shall be immediately remedied upon notice to the owner.

(3) Pets are not permitted in any of the pool areas.

(4) All pets must be taken off the property to take care of their body functions. Any pet that excretes on the property and the owner does not clean up immediately, such owner is subject to a fine upon the discretion of the Board of Directors.

(5) All unit owners having pets will be permitted to retain same until the pet's demise. There will be no replacements permitted. If the owner permits his pet to violate any of the above rules, the Board of Directors at its discretion may require the unit owner to remove the pet permanently from condo property.

Wherever the word pet is used in the above, it also includes animals.

No-Owner-or-Resident-may-keep-any-pet-or-animal-on-the Property.

{ww}-No-owner-may-keep-any-pet-or-animal-on-the-Property-other than-one-{1}-household-pet-under-twenty-{20}-pounds-in-weight-and so-long-as-such-pet-or-animal-does-not-constitute-a-nuisance-and interfere-with-the-quiet-enjoyment-of-the-Property-by-other-owners. The-Board-shall-have-the-right-to-make-rules-and-regulations-as-to the-use-of-the-condominium-Property-by-pets.

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

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LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310  
TELEPHONE (305) 776-7150

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