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OFF. 3934 DEC 798

AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
HYDE PARK TOWERS

Located at 1801 South Ocean Drive  
Hollywood, Florida

WHEREAS, A. J. W. INC., a Florida corporation, hereinafter referred to as "Developer," owns certain real property hereinafter described; and

WHEREAS, said developer has improved said property by constructing thereon one (1) multi-family structure, comprising fifty-two (52) units in all; consisting of seven stores; containing four (4) apartment units on the first floor and eight (8) apartment units on the second, third, fourth, fifth, sixth, and seventh floors, together with other improvements. The said improvements are to be known as HYDE PARK TOWERS, a condominium, said structures having been constructed substantially in accordance with the Plans and Specifications of RICHARD C. REILLY, A.I.A. Architect, for A. J. W. INC., a Florida corporation under Com. No. 267-32, dated June 23, 1967, copies of which Plans and Specifications shall be on file with the Association and shall also be on file with Hollywood Bank and Trust Company; and

NOW, THEREFORE, the said Developer of the following described real property situate, lying and being in Broward County, Florida, to-wit:

Lots A and B, Block Seven (7) of BEVERLY BEACH, according to plat thereof recorded in Plat Book 22, Page 13, of the Public Records of Broward County, Florida; said land situate, lying and being in Broward County, Florida;

hereby submits the above described real property and improvements thereon to Condominium Ownership, as provided for in the Condominium Act of the State of Florida (F. S. 711 et seq) and hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of the structures and

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- 2 -

OFF 3934 REC 799

appurtenances thereto, asforescribed, may be put, hereby specifying that said declaration shall constitute covenants to run with the land, and shall be binding upon the Developer, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, heirs, executors, administrators, devisees or assigns.

## I

## Section 1. Definitions

The terms used in this Declaration and the Exhibits shall have the meanings stated in the Condominium Act (711.03 Florida Statutes 1963) and as follows unless the context otherwise requires:

- a. APARTMENT: Means unit as defined by the Condominium Act.
- b. APARTMENT OWNER Means unit owner as defined by the Condominium Act.
- c. LIMITED COMMON ELEMENTS shall include all such elements so designated on Exhibit "2," including covered parking spaces delineated on said Exhibit "2."
- d. ASSOCIATION Means HYDE PARK TOWERS, INC., and its successor.
- e. COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association, the Manager Apartment, as well as the items stated in the Condominium Act.
- f. COMMON EXPENSES include (1) expenses of administration; and expenses of maintenance, operation, repair or replacement of the common elements. (2) Any valid charge against the condominium property as a whole.
- g. CONDOMINIUM Means all of the Condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.
- h. SINGULAR PLURAL, GENDER. Whenever the context so permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.
- i. UTILITY SERVICES as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to

- 3 -

OFF 3934 800

electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

j. COVERED PARKING SPACES There are four covered parking spaces delineated on the survey and numbered 1, 2, 3, and 4, which are limited common areas and the developer specifically reserves the right to separately assign the use of said covered parking spaces to any apartment owner as defined herein and said covered parking space shall then become a limited common element appurtenant to the apartment owned by said apartment owner.

k. UNITS ALSO KNOWN AS DWELLING UNITS. There is included in the condominium property 52 units sometimes known as dwelling units as described on Exhibits "1" and Exhibit "2", said units consist of "Manager Apartment" which is part of the common elements as set forth herein and 51 condominium units all as more fully delineated on the survey Exhibit "2".

## II

Section 1. There is included in the Condominium property, fifty-two (52) dwelling units in all, and for the purpose of identification, all units in the building located on said condominium property are given an identifying number as to the location and type of unit, and delineated on the survey exhibits collectively identified as "EXHIBIT 2" attached hereto and made a part of this Declaration. The said EXHIBIT 2 also contains a survey of the land, a graphic description of the improvements in which the units are located, and a plot plan and together with this Declaration they are in sufficient detail to identify the location, dimension and size of the common elements and of each unit as evidenced by the Certificate of Maurice E. Berry II, Registered Surveyor, Comm. No. 1122 hereto attached. The legend and notes contained with said EXHIBIT are incorporated herein and made a part hereof by reference. The units in the building are legally described by the Condominium parcel number set forth and identified in EXHIBIT 2, together with the following language and data.

CONDOMINIUM PARCEL \_\_\_\_\_ OF HYDE PARK  
TOWERS, according to the Declaration of  
Condominium thereof, recorded in Official  
Record Book 3573 at Page 223 of the  
Public Records of Broward County, Florida. As  
provided for by the Condominium Act of the  
Statutes of the State of Florida (F.S. 711 et  
seq), said description and this conveyance  
includes but is not limited to, all appurtenances  
to the condominium parcel aforescribed, including  
the undivided interest in the common elements of  
said condominium.

- 4 -

OFF 3934 801

Section 2. OWNERSHIP

Each of the Owners of the condominium shall own an undivided interest in the common elements, which said undivided interest, stated as percentages is set forth on the schedule attached hereto and made a part hereof and marked "EXHIBIT 1." The aforesaid undivided interest shall be conveyed with each respective condominium unit, and such undivided interest cannot be changed, altered or amended, and the developer, its grantees, successors or assigns, covenants and agrees that the undivided interest in the common elements, and the fee title to the respective condominium unit conveyed therewith shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with the respective condominium unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit or condominium parcel.

## III

Section 1. NAME

The name of this CONDOMINIUM is HYDE PARK TOWERS, a condominium.

## IV

Section 1. MEMBERSHIP IN ASSOCIATION

Every owner of a condominium parcel, whether he has acquired title by purchase from the developer, its grantees, successor or assign, or by gift, conveyance or operation of law, does hereby agree that he shall accept membership in HYDE PARK TOWERS, INC., a non-profit Florida corporation, hereinafter referred to as the "ASSOCIATION" or "CORPORATION," and does hereby agree to be bound by the By-laws, Articles of Incorporation and this Declaration, and to pay the assessments the Association required to be paid, it being understood and agreed that the owners agreement to accept memberships in this Association and to be bound by said By-Laws, Articles of Incorporation and this Declaration, and to pay assessments, was part of the consideration for the sale by the developer of this particular condominium parcel. The Articles of Incorporation of HYDE PARK TOWERS, INC., are attached hereto, marked "EXHIBIT 2" and made a part hereof.

PAGE 0001

- 5 -

OFF REC 3934 802

v

Section 1. VOTING

It is agreed by the developer, its grantees, successors or assigns, that every individual who owns a condominium parcel shall have no more and no less than one equal vote in the Association for each condominium parcel owned. The vote of the unit is not divisible. There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners, and such person shall be known and referred to as a "voting member." If a condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the record owners of the unit, and filed with the Secretary of the Association. The person designated in these Certificates, who is entitled to cast a vote for a unit, shall be known as the "voting member." If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast a vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked, or until superceded by a subsequent Certificate, or until a change in the ownership of the unit concerned occurs. If a condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

- a. They may, but they shall not be required to designate a voting member.
- b. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)
- c. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast a unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.



- 6 -

OFF-3934 803  
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VI

Section 1. ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the provisions contained herein.

Section 2. SHARE OF COMMON EXPENSE

Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares as set out in EXHIBIT 1 attached hereto and made a part hereof.

- a. Annual Assessments and Special Assessments, when authorized, as hereinafter provided, shall be paid by the unit owners as provided for in said EXHIBIT 1 attached hereto. This ratio of assessments shall remain constant.

VII

Section 1. The developer, by this Declaration, its grantees, successors or assigns, and all future owners of the condominium parcels, by the acceptance of their deeds, or any manner of conveyance, covenant and agree as follows:

- A. That the common elements shall remain undivided, and no owner shall bring any action for partition as long as the structure in question shall be utilized as a residential, non-profit condominium apartment building, and as long as the Declaration of Condominium is in effect.
- B. Each apartment, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(i) UPPER & LOWER BOUNDARIES:

The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- 7 -

OFF. 3934 REC 804

Upper Boundary - The horizontal plane of the undecorated finished ceiling.

Lower Boundary - The horizontal plane of the undecorated finished floor.

(ii) PERIMETRICAL BOUNDARIES:

The Perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

C. COMMON ELEMENTS

The common elements include the land, "manager apartment," and all other parts of the condominium not within the apartments or the covered parking spaces.

D. The condominium units defined herein shall be occupied and used by the respective owners as private dwellings for the owner, his family and social guests and for no other purpose. Condominium unit owners shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other owners, or in such a way as to be injurious to the reputation of said condominium.

E. All owners of units shall have as an appurtenance to their unit a perpetual easement for normal ingress to and egress from their unit over all common elements as that term has been heretofore defined, including, but not limited to stairs, elevator, terrace, walks, from and to the public highways bounding HYDE PARK TOWERS property and a perpetual right or easement in common with all persons owning interests in any unit in HYDE PARK TOWERS, to the use and enjoyment of all public portions of the building, including but not limited to utilities as they now exist, located on said land.

F. The "ASSOCIATION" a non-profit corporation referred to hereinabove is hereby granted a perpetual easement over all of the common elements for the purpose of repair, maintenance and replacement of all common elements as that term has been heretofore defined.

- 8 -

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- G. The owners of the respective condominium units agree that if any portion of a condominium unit or common element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of the "condominium parcels" agree that encroachments of parts of the "common elements" or "condominium units" as aforescribed due to construction shall be permitted, and that a valid easement for said encroachments and maintenance thereof shall exist.
- H. That each owner and occupant of a condominium unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association, as lawfully amended from time to time, and failure to comply with such provisions, decisions, and resolutions shall be grounds for an action to recover sums for damages or for injunctive relief and all costs incurred, including reasonable attorney's fees.
- I. This Declaration may be amended at any regular or special meeting of the unit owners of this condominium, called and convened in accordance with the By-Laws by the affirmative vote of three-quarters (75%) of the unit owners. All amendments shall be recorded and certified, as required by the Condominium Act. No amendment shall change any condominium parcel nor a common unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owners thereof and all record owners of mortgages, or other voluntarily placed liens thereon shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any institutional first mortgagee, without its consent.
- J. The operation of the condominium property shall be governed by By-Laws, which are set forth in a document entitled By-Laws of HYDE PARK TOWER, INC., a non-profit Florida corporation, which is annexed to this Declaration, marked EXHIBIT 4, and made a part hereof. No modification of or amendment to



- 9 -

OFF. 3934 806  
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the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel or parcels.

- K. That no owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

### VIII

#### ASSESSMENTS

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for all corporate taxes, which may be levied by either the United States Government or the State of Florida or any additional taxing authority, insurance for the Common Elements and Units, operating expense, maintenance expense, repairs, utilities, replacement reserve, and a reasonable operating reserve, for the Common Elements.

The total regular annual assessment for each fiscal year assessed against each UNIT (and the interest in Common Elements appurtenant thereto), and all members owning an interest in each UNIT shall be the member's percentage ownership interest of the Association's total annual budget for such fiscal year.

Assessments for emergency expenses which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the UNIT owners concerned. After such notice, the assessment shall become effective and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors of the Association may require.

After adoption of a budget and determination of the annual assessment per UNIT, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each UNIT at such member's most recent

- 10 -

REF 3934 807

address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment levied against each UNIT shall be due and payable in advance to the Association on the first day of each and every month, whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each UNIT, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which may or may not be equal per UNIT.

The record owners of each UNIT shall be personally liable, jointly and severally, to the ASSOCIATION for the payment of all assessments, regular or special, made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a UNIT are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities servicing such UNIT until such time as the assessments are paid or until the completion of foreclosure on a UNIT by an institutional first mortgagee.

Assessments that are unpaid for over thirty (30) days after due shall bear interest at the rate of eight per cent (8%) per annum until paid.

Every assessment, regular or special, made hereunder and costs incurred in collecting same shall be a lien against the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation in the public records of the county in which the Condominium parcel is located, of a claim of lien stating the description of the Condominium parcel, the name of the record owner, the amount due and the date when due, and the lien for all sums due thereafter shall date back to said date, and shall be deemed to be prior to and superior to the creation of any Homestead status for any UNIT and to any subsequent lien of encumbrance, except an "institutional first mortgage" as hereinafter defined. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interests of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees, for filing any action or a suit enforcing and foreclosing a lien, and the lien shall be deemed to cover such costs. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid all sums due the Association for assessments, interest, and collection costs, the foregoing remedies of the Association in recovering unpaid assessments owing by members shall be in addition to all of the remedies provided the Association by the Statutes of the State of Florida.

- 11 -

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As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, upon the recordation of a deed or other evidence of title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said deed or other evidence of title shall not be impaired and shall be effective as to the grantee of such deed or other evidence of title.

Any person who acquires an interest in a UNIT, except through foreclosure of an "institutional first mortgage," or any institution holding such mortgage, which may accept a deed in lieu of foreclosure, shall be personally liable and jointly and severally liable with the transferor for all unpaid assessments up to the time of the transfer of ownership.

Any person purchasing or encumbering a UNIT shall have the right to rely upon any statement made in writing by an Association officer regarding assessments against UNITS which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefor.

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said Deposit shall be uniform for all UNITS.

Where a holder of an institutional mortgage of record, or other purchaser of a condominium parcel at a foreclosure sale of an institutional mortgage, obtains title to a condominium parcel as a result of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of the common expenses of assessments by the association unpaid, chargeable to such condominium parcel, which accrued and became due prior to the acquisition of title to such condominium parcel by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all condominium parcels, including such acquirer, his grantees, successors or assigns.

- 12 -

OFF REC 3934 PAGE 809

## IX

INSURANCE: The insurance, other than Title Insurance, which shall be carried upon the condominium property and the property of the condominium unit owners, shall be governed by the following provisions:

1. **Authority to Purchase.** All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium unit owners and their mortgagees, as their interest may appear, and this provision shall be made for the issuance of condominium unit owners. Such policies and copies of endorsements shall be deposited with the Insurance Trustee.
  - a. Each individual unit owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, but all such insurance must be obtained from an insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.
2. **Coverage**
  - a. **Casualty.** All buildings and improvements upon the land, and all personal property, included in the condominium property, shall be insured in an amount equal to the maximum insurable value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Any casualty loss shall be reported within forty-eight (48) hours, in writing, to all interested mortgagees, by the Association and condominium unit owner. Such coverage shall afford protection against:
    - (i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.
    - (ii) Such other risk as from time to time shall be be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

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- b. Public Liability. . . in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsements to cover liability of the condominium unit owners as a group, to a condominium unit owner.
3. Premiums upon Insurance Policies purchased by the Association shall be paid by the Association.
4. Assured. All Insurance Policies purchased by the Association shall be for the benefit of the Association and the condominium unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the HOLLYWOOD BANK AND TRUST COMPANY, AS TRUSTEE, or any other Bank or Title Insurance Company in Florida, with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payments nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the condominium unit owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:
  - a. Common elements. Proceeds on account of common elements shall be held in as many undivided shares as there are condominium units, the shares of each condominium unit owner being the same as his share in the common elements.
  - b. Condominium Units. Proceeds on account of condominium units shall be held 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.
  - c. Mortgagees. In the event a mortgagee endorsement has been issued as to the condominium unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interest may appear.

- 14 -

OFF 3934 811

5. Distribution of Proceeds, Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, in the following manner:
  - a. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid, or provision made therefor.
  - b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof, as elsewhere provided. Any proceeds remaining after defraying such costs, 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 condominium unit and may be enforced by such mortgagee.
  - c. Failure to Reconstruct or Repair. If it is determined, in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to condominium unit owners and their mortgagees being payable jointly to them, and delivered to the mortgagee. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
  - d. Certificate. In making distribution to condominium unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the name of the unit owners and their respective shares of the distribution, approved in writing by an Attorney, Title Insurance or Abstract Company, authorized to do business in the State of Florida.
  - e. Association as Agent. The Association is hereby irrevocably appointed Agent for each condominium unit owner, to adjust all claims of such owner arising under insurance policies purchased by the Association.

OFF 3934 812

- 15 -

6. Reconstruction or Repair after Casualty.

- a. 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:
  - (i) Common element. 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.
  - (ii) Apartment Building.
    - (a) Partial Destruction. If the damaged improvement is part of the apartment building, the damaged property shall be reconstructed or repaired if any apartment in the damaged building is tenantable.
    - (b) Total Destruction. If the apartment building is so damaged that no apartment therein is tenantable, the building shall not be reconstructed unless the owners of one-half (1/2) of the number of apartments in the destroyed building shall so agree in writing, within sixty (60) days after the casualty.
  - (iii) Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

- 16 -

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- (iv) Certificate. The Insurance Trustee may rely upon a Certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.
- (v) Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- (vi) Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair, so as to place the damaged property in condition as good as that before the casualty.
- (vii) Assessments. If the proceeds of Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment



- 17 -

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owners for damage to apartments shall be in proportion to the cost of reconstruction or repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

- (viii) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:
- (a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
  - (b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of each casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- 18 -

OFF. REC. 3934 815

- (i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (ii) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair, which is the responsibility of the Association is less than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (iii) Association - Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an Architect qualified to practice in Florida, and employed by the Association to supervise the work.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided.

- 19 -

OFF 3934 REC 816

- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee; and further provided that when the Association or a mortgagee, which is the beneficiary of an Insurance Policy, the proceeds of which are included in the construction fund, so requires, the approval of an Architect named by the Association shall be first obtained by the Association.

X

#### MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the developer shall be subject to the following provisions as long as the condominium exists, and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

##### Section 1. TRANSFERS SUBJECT TO APPROVAL

- A. Sale No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Board of Directors.
- B. Lease No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Board of Directors.
- C. Gift If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors.

- 20 -

OFF 3934 REC 817

- D. Devise or Inheritance If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors.
- E. Other Transfers If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors.

Section 2. APPROVAL BY ASSOCIATION The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

The Board of Directors shall in all cases require the personal appearance before it, or a committee of at least three of its members, of the proposed purchasers, leasees, recipients of gifts, heirs or devisees, or other transferees and their respective spouses, within ten days after receipt of the notice hereinafter mentioned. No approval shall be given unless and until such a personal appearance is made and the time within which the Board of Directors must make its determination, as hereinafter stated, shall not start to run until such appearance is made.

Each notice shall be accompanied with a payment of \$50.00 to help pay the expense of any investigation entered into by that body which shall not be returnable in any event.

No sale shall be made to a corporation and no sale shall be approved unless made to a natural person or married couple. No sale shall be made, directly or indirectly to an existing unit owner and no such sale shall be approved.

No sale shall be approved which does not require the purchaser to pay at least 25% of the purchase price in cash. If such 25% is greater than the difference between the purchase price and the balance due on an institutional first mortgage, as herein defined, then the purchaser shall be required to pay such difference in cash.

An appeal to the membership may be taken by any seller, lessor or other transferee of ownership from any disapproval by the Board of Directors within ten days therefrom. Such disapproval may be overruled by a vote of 75% of the membership at a Special Meeting thereof called within seven days after receipt of such appeal.

- 21 -

OFF. 3934 REG. 818

No lease for a term of less than six months nor more than one year shall be made and no lease for a shorter or longer term shall be approved. No renewal of any lease shall be given except with prior approval of the Board of Directors.

The proposed contract of sale, or the proposed lease, as the case may be, shall be delivered to the Board of Directors together with the notice herein required.

A. Notice to Association

- (i) Sale: An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Board of Directors may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Board of Directors furnish a purchaser of the apartment or that the Association purchase the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- (ii) Lease: An apartment owner intending to make bona fide lease of his apartment or any interest in it shall give to the Board of Directors Notice of such intention, together with the name and address of the intended lessee and such other information concerning the Board of Directors may reasonably require and an executed copy of the proposed lease.
- (iii) Gift, Devise or Inheritance; Other Transfers: An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors Notice of the acquiring of his title, together with such other information concerning the apartment owner as the Board of Directors reasonably requires, and a certified copy of the instrument evidencing the owner's title.

- 22 -

OFF. 3934 819  
DEC

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

**B. Certificate of Approval**

- (i) Sale: If the proposed transaction is a sale then within thirty (30) days after receipt of such notice and information and personal appearance of the purchaser, the Board of Directors must either approve or disapprove the proposed transaction. If approved the approval shall be stated in a Certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.
- (ii) Lease: If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information and personal appearance of the lessor, the Board of Directors must either approve or disapprove the proposed transaction. If approved the approval shall be stated in a Certificate executed by the President and Secretary of the Association, in recordable form, which at the election of the Board of Directors, shall be delivered to the Lessee, or shall be recorded in the public records of Broward County, Florida, at the expense of the Lessee.
- (iii) Gift; Devise or Inheritance; Other Transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information and personal appearance of purchaser, the Board of Directors must either approve or disapprove the continuance of the apartment owners ownership of his apartment. If approved, the approval shall be stated in a Certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

- 23 -

OFF 3934 PAGE 820  
DEC

**Section 3. DISAPPROVAL BY BOARD OF DIRECTORS**

If the Board of Directors shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

- A. **Sale:** If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information and personal appearance of purchaser the Board of Directors shall deliver or mail by registered mail to the apartment owner an Agreement to purchase the apartment concerned by the Association or by a purchaser approved by the Board of Directors who will purchase and to whom the apartment owner must sell the apartment upon the following terms:
  - (i) At the option of the purchaser to be stated in the Agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the Arbitrator shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
  - (ii) The purchase price shall be paid in cash.
  - (iii) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sales price if such is by arbitration, whichever is the later.
  - (iv) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

- 24 -

OFF 3934 821  
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- (v) If the Association shall fail to deliver a contract to purchase and/or if the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if the Association and/or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the public records of Broward County, Florida, at the expense of the Purchaser.
- B. Lease: If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing and the lease shall not be made.
- C. Gifts, Devise or Inheritance; other transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished and his personal appearance, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by it or by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:
  - (i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
  - (ii) The purchase price shall be in cash.



- 25 -

OFF. 3934 REG 822  
DEC

- (iii) The sale shall be closed within ten (10) days following the determination of the sale price.
- (iv) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.
- (v) If the Association shall fail to deliver a contract to purchase and/or if the Association shall fail to provide a purchaser as required by this instrument or if the Association and/or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a Certificate of Approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

#### Section 4. MORTGAGE

No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

#### Section 5. EXCEPTIONS

The foregoing provisions of this section entitled Maintenance of Community Interest shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

- 26 -

OFF 3934 823

In addition, the foregoing provisions of this Section entitled "Maintenance of Community Interests: shall not be applicable to A. J. W. INC., a Florida Corporation, which is recognized as the Developer of the condominium project, and which corporation is irrevocably empowered to sell, lease or rent condominium units to any purchaser or lessee approved by it. The said developer shall have the right to transact any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the office; use the elevators and common elements, and to show apartments. Sales office, signs and all items pertaining to sales shall not be considered common elements, and remain the property of the developer. In the event there are unsold parcels under the same terms and conditions as all other parcel owners in said condominium, and the said developer, as parcel owner, shall contribute to the common expenses in the same manner as other parcel owners.

Section b. UNAUTHORIZED TRANSACTIONS

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

XI

COMPLIANCE AND DEFAULT

Section 1. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the condominium act:

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

- 27 -

OFF 3934 PMS 824

- B. Costs and Attorney's Fees In any proceeding arising because of an alleged failure of an apartment owner of the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.
- C. No Waiver of Rights The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the regulations shall not constitute a waiver of the right to do so thereafter.

## XII

SEVERABILITY

Section 1. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase, or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the HYDE PARK TOWERS, INC., a Florida Corporation; has executed this Amended Declaration of Condominium of HYDE PARK TOWERS, INC., this 5<sup>th</sup> day of May, 1969.

Witnesses:

HYDE PARK TOWERS, INC.

L. V. Long  
L. V. Long

By James G. Torbit  
 President  
 Attest Hilda Cutler  
 Secretary

STATE OF FLORIDA  
 COUNTY OF BROWARD

I hereby certify that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared JAMES G. TORBIT and HILDA CUTLER, known



- 28 -

OFF 3934 PAGE 825  
DEC

to me to be President and Secretary respectively of the corporation HYDE PARK TOWERS, INC., named in the foregoing Amended Declaration and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid, this 5<sup>th</sup> day of May, 1969.

*Louis Mery*  
Notary Public

My commission expires:

1971

The original DECLARATION OF CONDOMINIUM of HYDE PARK TOWERS was recorded on January 8, 1968, in Official Records 3573, page 223, Broward County Public Records.

"EXHIBIT 1"  
Undivided Interest in  
Common Elements and  
Appurtenances Thereto  
And Share of Common  
Surplus

OFF. REC. 3934 826

Condominium Unit  
and  
Apartment Type

Unit Owners'  
Share of Common  
Expenses

100 Manager's Apartment

105	1.791%	1.9608%
106	1.791%	1.9608%
107	1.470%	1.9608%
201	1.804%	1.9608%
202	1.765%	1.9608%
203	1.537%	1.9608%
204	1.961%	1.9608%
205	1.961%	1.9608%
206	1.919%	1.9608%
207	1.919%	1.9608%
208	2.082%	1.9608%
301	1.919%	1.9608%
302	1.800%	1.9608%
303	1.570%	1.9608%
304	1.994%	1.9608%
305	1.994%	1.9608%
306	1.961%	1.9608%
307	1.961%	1.9608%
308	2.125%	1.9608%
401	1.961%	1.9608%
402	1.831%	1.9608%
403	1.602%	1.9608%
404	2.050%	1.9608%
405	2.050%	1.9608%

Condominium Unit and Apartment Type	"EXHIBIT 1" Undivided Interest in Common Elements and Appurtenances Thereto And Share of Common Surplus	OFF 3934 #827 Unit Owners' Share of Common Expenses
406	1.994%	1.9608%
407	1.994%	1.9608%
408	2.158%	1.9608%
501	1.994%	1.9608%
502	1.864%	1.9608%
503	1.635%	1.9608%
504	2.082%	1.9608%
505	2.082%	1.9608%
506	2.050%	1.9608%
507	2.050%	1.9608%
508	2.190%	1.9608%
601	2.050%	1.9608%
602	1.919%	1.9608%
603	1.700%	1.9608%
604	2.125%	1.9608%
605	2.125%	1.9608%
606	2.082%	1.9608%
607	2.082%	1.9608%
608	2.256%	1.9608%
701	2.082%	1.9608%
702	1.961%	1.9608%
703	1.791%	1.9608%
704	2.158%	1.9608%
705	2.158%	1.9608%
706	2.125%	1.9608%
707	2.125%	1.9608%
708	2.290%	1.9608%

0 1 2 3 4 5 6 7 8 9

OFF 3934 PAGE 828

AMENDED  
BY-LAWS OF  
  
HYDE PARK TOWERS, INC.  
  
A Non-Profit Florida Corporation

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ARTICLE I

Section 1. The Name:

The name of the Corporation shall be HYDE PARK  
TOWERS, INC.

Section 2. Principal Office:

The principal office of the corporation shall be  
at 1801 South Ocean Drive, Hollywood, Florida.

Section 3. Corporate Purposes:

The Association has been organized for the purpose  
of administering a condominium pursuant to Chapter 711, Florida  
Statutes, 1963, called the Condominium Act in these By-Laws, which  
condominium is located upon the following lands in Broward County,  
Florida:

Lots A and B, Block Seven (7) of BEVERLY  
BEACH, according to Plat thereof recorded  
in Plat Book 22, Page 13 of the Public  
Records of Broward County, Florida; said  
lands situate, lying and being in Broward  
County, Florida;

ARTICLE II

MEMBERSHIP

Section 1. Definition:

Membership in the Association shall be limited to  
the owners of the condominium parcels, as identified in the preceding  
Declaration of Condominium. The Association shall not issue  
certificates.

- 2 -

OFF. 3934 REG. 829

**Section 2. Voting Rights:**

The owner of each condominium parcel shall be entitled to cast one (1) vote for each condominium parcel owned by him, at all meetings of the members of the Association. No vote is divisible. The vote shall be cast by the voting member, as provided in the Declaration of Condominium.

**Section 3. Transfer of Membership Ownership:**

Transfer of membership in the Association occurs only as an incident to the conveyance or transfer of a condominium parcel, as identified in the preceding Declaration of Condominium, and takes place automatically. The conveyance of the individual's condominium parcel is subject to the approval of the Board of Directors of the Association, which shall not be unreasonable withheld.

**ARTICLE III****MEETINGS OF MEMBERSHIP****Section 1. Place:**

All meetings of the Association membership shall be held at the office of the Association, or may be held at such place and time as shall be stated in the notice thereof.

**Section 2. Annual Meeting**

(a) The Annual Meeting of the membership shall be held at 7:30 P.M. on the first Monday in February of each year.

(b) At the Annual Meeting, the members shall elect, by a plurality vote (cumulative voting prohibited) a Board of Directors and transact such other business as may properly be brought before the meeting.

(c) Written notice of the Annual Meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.



- 3 -

OFF 3934 - 830  
DEC 30 1999**Section 3. Special Meetings:**

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President at any time and may be called by a majority of the Board of Directors at any time. A special meeting must be called by the President upon receipt of a written request for such a special meeting from not less than one-fourth (1/4th) of the membership. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears in the books of the Association at least five (5) days before such meeting.

(c) Business Transacted at all special meetings shall be confined to the objects stated in the notice thereof.

**Section 4. Quorum:**

A quorum at members meetings shall consist of fifty-one (51%) per cent of the total number of members qualified to vote whether present in person or represented by written proxy. No member who is then more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting.

**Section 5. Vote Required to Transact Business:**

When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Statutes or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

**Section 6. Adjourned Meetings:**

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

- 4 -

OFF. 3934 PAGE 831  
DECSection 7. Proxies:

Votes may be cast in person or by proxy. All proxies shall be valid only for the particular meeting designated therein and must be written and filed by the owners of the unit with the Secretary before the appointed time of the meeting.

Section 8. Rules of Procedures:

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation, or with the Statutes of the State of Florida.

Section 9. Proviso:

Provided, however, that until the seller, A. J. W., Inc., of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments, or until the said Seller elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

## ARTICLE III

DIRECTORSSection 1. Eligibility, Number and Term:

The Board of Directors will consist of representatives of the existing membership and each member of the Board of Directors shall be an owner of an apartment or an interest therein. The number of Directors who shall constitute the whole Board of Directors shall be not less than three (3), nor more than seven (7), the exact number to be determined by the members at the Annual Meeting.

Section 2. Election of Directors:

(a) Election of Directors shall be held at the annual members' meeting. The Annual Meeting of the membership shall be held at 7:30 P. M. on the first Monday in February.

- 5 -

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(b) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between Annual Meetings of members shall be filled by the remaining directors.

(d) Any Director may be removed by a concurrence of two-thirds (2/3rds) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(e) Provided, however, that until the Seller, A. J. W., INC., of the condominium has completed all of the contemplated improvements and closed the sales of all apartments, or until the Seller elects to terminate its control of the condominium, whichever occurs first, the first Directors of the Association shall serve, and in the event of vacancies, the remaining Directors shall fill the vacancies and if there are no remaining Directors, vacancies shall be filled by the Seller.

### Section 3. Term

The term of each Director's tenure shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until he is removed for cause as herein provided.

### Section 4. Organization Meeting

The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as specified by the Directors at the meeting at which they were elected; and no further notice of the Organization Meeting shall be required.

### Section 5. Regular Meetings

The regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or

- 6 -

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SEC

telegraph, at least three (3) days prior to the day named for such meeting.

Section 6. Special Meetings

Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 7. Waiver of Notice

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

Section 8. Quorum

A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

Section 9. Adjourned Meetings

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

Section 10. Approval of Minutes

The joinder of a Director in any action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

- 7 -

OFF 3934 834

Section 11. Presiding Officer

The presiding officer of a Directors' meeting shall be the Chairman of the Board if such officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 12. Annual Statement

The Board of Directors shall present annually (at the annual meeting) and, when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

Section 13. Compensation

Directors' compensation, if any, shall be determined by the members.

Section 14. Powers and duties of the Board of Directors

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. These powers shall specifically include, but not be limited to the following:

- A. To make and collect assessments against members to defray the costs of the condominium.
- B. To use the proceeds of the assessments in the exercise of powers and duties.
- C. The maintenance, repair, replacement and operation of the condominium property.
- D. The reconstruction of improvements after casualty and further improvement of the property.
- E. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be

- 8 -

OFF. 3934 REG. 835

approved by a majority vote of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.

- F. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.
- G. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.
- H. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.
- I. To carry insurance for the protection of the apartment owners and the Association against casualty and liabilities.
- J. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
- K. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

#### ARTICLE IV

##### Officers

##### Section 1. Executive Officers

The Executive Officers of the corporation shall be a President; who shall be a Director; a Vice President, who shall be

- 9 -

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DEF 836

a Director; a Secretary and a Treasurer.

The Office of Secretary and Treasurer may be combined.

All the above designated officers shall be elected annually by the Board of Directors; and all may be pre-emptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except the President shall not be also the Secretary or the assistant secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

#### Section 2. Election

The Board of Directors at its first meeting after each annual meeting of general members shall by majority vote elect all of the officers.

#### Section 3. The President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of a president of an association including, but not limited the power to appoint committees from among the members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.

#### Section 4. The Vice President

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

#### Section 5. The Secretary and/or Assistant Secretaries

The Secretary and/or Assistant secretaries shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of an Association

- 10 -

OFF. 3934 837  
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and as may be required by the Directors or the President. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

Section 6. The Treasurer and/or Assistant Treasurers

The Treasurer and/or assistant treasurers shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 7. Compensation

The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that director's fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

ARTICLE V

FISCAL MANAGEMENT

Section 1. Fiscal year

The fiscal year shall begin the first day of January of each year.

Section 2. Checks

All checks or demands for money and notes of the corporation shall be signed by any of the two following officers: President, Secretary or Treasurer or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessment Roll

The Treasurer or Assistant Treasurer shall prepare and maintain an assessment roll in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the



OFF 3934 838

- 11 -

amount of each assessment against the owners, the dates and amounts on which the assessments come due, and the amounts paid upon the account and the balance due upon assessments.

#### Section 4. Budget

The Board of Directors shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

- A. Maintenance & operation of general common areas;
- B. Utility services
- C. Casualty Insurance
- D. Liability Insurance
- E. Administration
- F. Individual apartment expense budget is to be assessed to each apartment
- G. Apartment building expense, including but not limited to building maintenance and repair, casualty insurance and liability insurance.

#### Section 5. Budget Copies

Copies of the budget and proposed assessment shall be transmitted to each member on or before one month preceding the year for which the budget is made.

#### Section 6. Depository

The Association Depository shall be any bank or banks designated by the Board of Directors and withdrawal of funds of the Association from such accounts shall be by check executed by such persons as are authorized by these By-Laws.

#### Section 7. Substantial Additions or Alterations

There shall be no substantial additions or alterations to the common elements or limited common elements if any, unless the same are authorized by the Board of Directors of the Association and are ratified by the affirmative vote of 3/4ths of the unit owners present at any regular or special meeting of the unit owners. Substantial additions or alterations shall be deemed those which require an expenditure of more than \$2,000.00

- 12 -

ARTICLE VI

OFF 3934  
SEC REC 839

SEAL

Section 1. The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced or otherwise.

ARTICLE VII

Rules and Regulations

The Board of Directors of the Association may, from time to time, adopt and amend previously adopted administrative rules and regulations governing the details of the operation and use of the common elements of the condominium. Said Rules and Regulations may also be approved by the Members of the Association by an affirmative vote of 3/4ths of the Unit Owners present at any regular or special meeting of the unit owners. Said Rules and Regulations shall be posted in a conspicuous place on the condominium property.

ARTICLE VIII

Default

In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid by the association, within thirty (30) days from the due date, the Association, through its Board of Directors, or Manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by the non-payment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver, and said appointment shall be made by the Court as a matter of strict right to the Association, and without reference to the adequacy or inadequacy of the value of the property sought to be foreclosed, or the solvency or insolvency of the owner or any party defendant to such suit.

To further secure the payment of this indebtedness, the condominium parcel owner, by virtue of his acceptance of the conveyance of the condominium parcel to him, does hereby sell, assign, transfer and set over unto the Association, subject to the

- 13 -

OFF-3934 840

rights of institutional mortgagees, all of the rents, issues and profits of his condominium parcel, and this assignment shall become operative upon any default being made by said condominium parcel owner hereunder, and shall remain in full force and effect so long as any default continues to exist hereunder, and the Association shall have the right to enter upon the premises and collect the same directly from the occupants. In the event the unit owner is in possession of the unit, said unit owner shall be required to pay a reasonable rental for the condominium parcel. In the event the owner of a condominium parcel does not pay the assessment required to be paid by him within thirty (30) days of its due date, said sum shall bear interest at the rate of eight per cent (8%) per annum from its due date, and said condominium parcel owner shall be liable for the Association's reasonable costs in preparing and recording the lien, as required by law, and a reasonable Attorney's fee incurred by the Association incident to the collection or enforcement of such lien. The Association shall also have the right to bid in the condominium parcel at foreclosure sale, and to acquire and hold, mortgage and convey the same. A suit to recover a money judgment for unpaid common expenses or monthly assessments shall be maintainable without foreclosure or waiving the lien securing the same. The losing defendant in either action shall pay the costs thereof, together with a reasonable attorney's fee.

If the Association becomes the owner of the condominium parcel in question, it shall offer said parcel for sale and whenever such a sale is consummated, it shall, from the proceeds received from said sale, deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the law suit in question, including reasonable attorney's fees, and any sums paid by the Association in purchasing said parcel or paid as mortgage payments on said parcel, and any and all expenses incurred in the resale of the condominium property in question, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the condominium unit in question so that it could be sold. All the monies remaining after deducting the foregoing items of expense, shall be returned directly to the former owner of the condominium parcel in question.

In the event of violation by the owner of the condominium parcel of any of the provisions of the Declaration, Articles of Incorporation, or Restrictions and By-Laws, as are now or hereafter constituted, the Association may, by direction of its Board of Directors, bring an action for the abatement of the existing condition or situation, and shall have the right to petition for judicial cancellation and termination of the condominium parcel owner's ownership interest in his parcel. If such a remedy be granted by a Court of appropriate jurisdiction, then the interest

- 14 -

OFF. 3934 PAGE 841

of the violating parcel owner shall be foreclosed in accordance with the then existing Florida laws relating to the foreclosure of either mortgages or liens, whichever shall be more applicable.

However, prior to the institution of any legal action for this specific purpose, or for the non-payment of any sums of money that may be due the condominium Association as are contemplated herein, the Board of Directors shall give thirty (30) days' notice, in writing, of said violation to the condominium parcel owner. If the violation shall not be abated within thirty (30) days of said notice, or the required monies be not paid, or if the violation be persistently renewed, or the delinquencies be persistently continued, the Board of Directors may cause a lawsuit to be instituted in the nature of a suit for abatement of nuisance, and if the Association be successful in the prosecution of this law suit, the relief to be sought in addition to abatement of the nuisance can be the foreclosing by judicial sale of the aggrieving condominium parcel owner's interest in his condominium parcel. Should the Association be successful in any action it brings, the defendant condominium parcel owner agrees to pay all costs incurred including a reasonable attorney's fee.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provision relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it, at all times, to operate on a business-like basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each condominium parcel owner's right to enjoy his unit free from unreasonable restraint and nuisance.

In the event of the legal termination of an owner's interest in a condominium parcel herein, said owner or any other person or persons in possession, by and through their right of ownership, shall promptly quit and surrender said condominium unit to the Association, in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the Association shall have the right to re-enter and repossess the said condominium unit. The owner of the condominium parcel, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession, if such be required by the laws of the Municipality, County, State of Florida, or the United States of America. However, in the event of the termination of an owner's

- 15 -

OFF 3934 REC 842

interest in a condominium parcel, as herein provided, the validity and priority of any mortgage of record encumbering a condominium parcel or parcels shall not be affected or impaired.

#### ARTICLE IV

##### AMENDMENT

These By-Laws may be altered, amended or added to, at any duly called meeting of the unit owners, by the affirmative vote of 3/4ths (75%) of the unit owners. Said Amendment shall be recorded and certificated, as required by the Condominium Act.

THE FOREGOING WERE ADOPTED AS THE AMENDED BY-LAWS OF THE HYDE PARK TOWERS, INC., a corporation not for profit under the laws of the State of Florida, at the meeting of the Association on the 6th day of January, 1969.

Hilda Fisher  
SECRETARY

APPROVED:

James S. Tarbit  
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK  
OF HENRIETTA COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF DISTRICT COURT