



WHITE EGRET CONDOMINIUM, INC.

2200 N.E. 33rd Avenue, Fort Lauderdale, Florida 33305

(954) 563-2711 563-1941

April 21, 1999

TO ALL UNIT OWNERS:

Enclosed is a complete set of amended and recorded documents for the White Egret Condominium, Inc. These are the official documents of our Association.

~~Please put these documents in a safe place. By law,~~  
if you sell your apartment, you must present a set of documents to the purchaser. If you do not have these to pass on, you or your realtor will be required to purchase them from the Association at a cost of \$25.00. This set of documents takes the place of any and all documents you may already have in your possession. All previously recorded amendments have been included within the text, along with the following amended exhibits:

Exhibit I - Percentages on which assessments and refunds are based

Exhibit II - The bylaws

Exhibit III - Architect's drawings reduced to 8½ x 11

Exhibit IV - The Parking Lot

Board of Directors

## CERTIFICATE OF AMENDMENT

The undersigned, President and Secretary respectively of the White Egret Condominium, Inc., do hereby certify that the following Amendment to the Declaration of Condominium and of White Egret were passed by the membership in accordance with the appropriate amendment procedure of the Declaration of Condominium, as well as the Florida Statutes, and the following have been duly adopted:

### AMENDMENT TO THE DECLARATION OF CONDOMINIUM

#### XXI. Sale, Rental, Lease or Transfer.

- (A) The Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. A non-refundable application fee of \$100 (One hundred dollars) shall accompany this application. Failure to do so shall be deemed a breach hereof, and any transfer or lease in contravention of this Article in the Declaration shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owners of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and can be established by means of affidavit attached to the deed conveying such apartment. Approval of the Association 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 Purchaser, and if there be any other expense incurred by the Association in connection with such transaction, said expense will be borne and paid by Purchaser.

INSTR # 99283311  
OR BK 29492 PG 1644  
RECORDED 05/27/99 02:17 PM  
COUNTY RECORDS DIVISION  
BROWARD COUNTY  
DEPUTY CLERK 1037

THIS INSTRUMENT PREPARED BY:  
ROCCO G. MARUCCI, ATTORNEY  
633 SE 3rd Ave., Suite 302  
Fort Lauderdale, Florida 33301

### CERTIFICATE OF AMENDMENT

The undersigned, President and Secretary respectively of the White Egret Condominium, Inc., do hereby certify that the following Amendment to the Declaration of Condominium and of White Egret were passed by the membership in accordance with the appropriate amendment procedure of the Declaration of Condominium, as well as the Florida Statutes, and the following have been duly adopted:

- (A) Amended Declaration of Condominium consisting of 31 pages as attached hereto:
- (B) Amended Bylaws consisting of 15 pages as attached hereto; and
- (C) ~~Amended Articles of Incorporation consisting of 5 pages as attached hereto.~~

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17 day of May, 1999.

Frances E. Osthoff  
FRANCES E. OSTHOFF

John La Barbera  
JOHN LABARBERA

WHITE EGRET CONDOMINIUM, INC.

Joan M. Balogh  
JOAN M. BALOGH, PRESIDENT

Roberta M. Rowan  
ROBERTA M. ROWAN, SECRETARY

2200 N.E. 33rd Avenue  
Fort Lauderdale, Florida 33305

AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
WHITE EGRET CONDOMINIUM  
A Non-Profit Florida Corporation

WHITE EGRET CONDOMINIUM, INC., a Florida non-profit corporation, founded and incorporated under the laws of the State of Florida, for itself, its successors, granters, and assigns, being the owner of the fee simple title to the property hereinafter described, hereby submits said property to condominium ownership, pursuant to Chapter 718 of the Florida Statutes, entitled "Condominiums" subject to the encumbrances referred to in Article V hereof.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, as well as the bylaws and articles of incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

I. Definitions.

As used herein and in the bylaws attached hereto and in all amendments hereto, unless the context requires otherwise:

- (A) "Assessment" means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.
- (B) "Association" or "Corporation" means WHITE EGRET CONDOMINIUM, INC., the entity responsible for the operation of the condominium.
- (C) "Bylaws" means the bylaws for the government of the condominium as they exist from time to time.

- (D) "Common elements" means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association.
- (E) "Common expenses" include the expenses of administration and maintenance of the condominium property, the expenses of maintenance, operation, repair and replacement of the common elements and other expenses declared to be common expenses herein and/or by the bylaws and any other valid charge against the condominium as a whole.
- (F) "Common surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- (G) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- (H) "Condominium parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- (I) "Condominium property" means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- (J) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument, or as it may from time to time be amended.
- (K) "Limited common elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

- (L) "Mortgagee" is defined as any bank, savings and loan association, financial institution, insurance company, mortgage company, trust, partnership, corporation, joint venture or any other entity or individual authorized or allowed to make loans for mortgages consistent with the laws of the State of Florida.
- (M) "Operation" or "operation of the condominium" means and includes the administration and management of the condominium property.
- (N) "Unit" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration. The word "apartment" as used herein and in the condominium survey is synonymous with the word "unit" as defined herein.
- (O) "Unit owner" or "owner of a unit" means the owner of a condominium parcel. The words "apartment owner" as used herein are synonymous with the words "unit owner" as defined herein.
- (P) "Utility service" as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the bylaws attached hereto shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable TV, garbage and sewage disposal.

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

## II. Condominium parcels; appurtenances; possession and enjoyment.

- (A) The condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

- (B) There shall pass with a unit as appurtenances thereto:
- (1) An undivided share in the common elements in accordance with Exhibit 1 attached hereto.
  - (2) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
  - (3) An undivided share in the common surplus, in accordance with Exhibit 1 attached hereto.
  - (4) One (1) parking space within the common elements to be assigned by the Developer; provided, however, that if the Developer fails to make such assignment, the Association shall do so.
- (C) The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.
- (D) The owner of the respective "condominium unit" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "condominium unit" nor shall owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "condominium unit" which are utilized for or serve more than one "condominium unit" which items are by these presents hereby made a part of the "common elements." Said owner, however, shall be deemed to own the walls and partitions, which are contained in said owner's respective "condominium unit," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

III. Restraint upon separation and partition of common elements.

- (A) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.
- (B) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- (C) The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

IV. Common elements.

- (A) Common elements includes within its meaning the following items:
  - (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
  - (2) All parts of the improvements which are not included within the units.
  - (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
  - (4) An easement of support in every portion of a unit which contributes to the support of a building.
  - (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
  - (6) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.



V. Description of property involved

- (A) The legal description and survey of the land involved herein is:

Lots 1 to 6, inclusive, and the North 30 feet of Lot 7 in Block 9, of LAUDERDALE BEACH EXTENSION, according to the Plat thereof, recorded in Plat Book 27, Page 48, of the Public Records of Broward County, Florida, subject to taxes for the current and subsequent years; 2-1/2' utility easement on East side of subject lots as shown in Plat Book 27, Page 48, and restrictive covenants set out in Deed Book 750, at Page 593, which do not contain reverter.

- (B) Attached hereto and made a part hereof is a survey of said land, together with a graphic description of the improvements in which the units are located and a plot plan thereof, as well as the parking areas, said items being labeled Exhibit 4 attached hereto.

- (C) The identification, location and dimensions of each unit and the common elements appear on the aforescribed exhibit. Together with this Declaration, they are in sufficient detail to identify the common elements, each unit and their relative locations and approximate dimensions. The legend and notes contained thereon are incorporated herein and made a part hereof by reference.

- (D) Subject condominium is identified by the name WHITE EGRET CONDOMINIUM.

VI. Percentage of ownership of common elements and voting rights.

The condominium property is hereby declared to contain and is divided into one hundred sixty (160) units. Each such unit, together with its undivided share of the common elements, constitutes a condominium parcel.

For purposes of identification, each parcel has been numbered. The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing common expenses and owning

common surplus are all shown on Exhibit 1 attached hereto.

The respective undivided interests as set forth in Exhibit 1 have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended. Each unit owner is entitled to one vote for each unit owned by him.

VII. Amendment of Declaration.

(A) This Condominium Declaration may be modified or amended by three-fourths (3/4ths) (75%) of the unit owners executing the modification instrument with the formalities of a Deed and recording same in the Public Records of Broward County, Florida; provided, however, that:

- (1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment.
- (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees. Without limiting the foregoing, Articles XV and XVI may not be amended or modified without the express written consent of all institutional mortgagees.

(B) Invalidity of any part of this Condominium Declaration, or any provision contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by Judgment, or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

VIII. Bylaws.

The operation of the condominium property shall be governed by the bylaws of WHITE EGRET CONDOMINIUM, INC., a copy of which is attached hereto and made a part hereof as Exhibit 2. No modification of or amend-

ment to these bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to said bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

IX. The Association, its powers and responsibilities.

- (A) The operation of the condominium shall be vested in WHITE EGRET CONDOMINIUM, INC., a non-profit corporation.
- (B) No unit owner, except as an officer of the Association shall have any authority to act for the Association.
- (C) The powers and duties of the Association shall include those set forth in the bylaws referred to in Article VIII above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:
  - (1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
  - (2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.
  - (3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all times by reasonable notice during normal working hours.
  - (4) To enter into contracts with others for a valuable consideration, for the maintenance and management of subject property, including the normal maintenance and repair of the common elements, and in connection therewith

to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each apartment owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable; and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

- (5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

X. Maintenance; limitation upon improvement.

- (A) The maintenance of the common elements shall be the responsibility of the Association.
- (B) There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein.
- (C) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

XI. Common expenses and common surplus.

- (A) Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by this Declaration and the bylaws.
- (B) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.
- (C) The common surplus shall be owned by unit owners in the shares provided in this Declaration.

XII. Assessments; liability; lien and priority; interest; collections.

- (A) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary

conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

- (B) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreations facilities, or by abandonment of the unit for which the assessment was made.
- (C) Assessments and installments thereon not paid when due shall be assessed a flat fee of \$25.00.
- (D) The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Broward County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.
- (E) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.
- (F) Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of

foreclosure of the first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.

- (G) Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- (H) The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.
- (I) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

### XIII. Termination of condominium.

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the

XIV. Equitable relief.

In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity having jurisdiction in and for Broward County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XV. Limitation of liability.

- (A) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.
- (B) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XVI. Liens.

- (A) Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.
- (B) In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel; i.e.,



Apts. A & K - .7261%  
Apts. B & J - .7183%  
Apts. C, D, E, F, G, H - .5602%

Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

XVII. Remedies for violation.

Each unit owner shall be governed by and conform with this Declaration and the bylaws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

XVIII. Easements.

- (A) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and other common elements.
- (B) All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
- (C) Easements are reserved through the condominium property as may be required for utility service in order to serve the condominium adequately; provided, however, such easements through an apartment shall only be according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. This provision is in no way intended to abridge any other rights or privileges granted to the Condominium Association hereunder.

XIX. Membership in Association.

- (A) WHITE EGRET CONDOMINIUM, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.
- (B) All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.
- (C) Owners of each unit shall collectively be entitled to one (1) vote, in accordance with voting privileges set forth in the bylaws attached hereto as Exhibit 2.
- (D) No corporation or other commercial enterprise shall be eligible for membership in the Association or have the right to purchase apartment units.

XX. Assessments.

- (A) The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses, cost of manager's apartment and other reasonable and necessary expenses.
- (B) The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit 1. The annual assessment shall initially be broken into two (2) equal parts, payable in advance semi-annually, on the 1st day of January and July, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.

XXI. Sale, rental, lease or transfer.

- (A) The Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer or lease in contravention of this Article in the Declaration shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and can be established by means of affidavit attached to the deed conveying such apartment. Approval of the Association 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 Purchaser, and if there be any other expense incurred by the Association in connection with such transaction, said expense will be borne and paid by Purchaser.
- (B) If the transaction be bona fide but the Board of Directors disapproves of same, the unit owner may, thirty (30) days before consummation of the proposed sale or transfer, give written notice to the Secretary of the Association of his intention to consummate the transaction on a certain date, and the price and terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the right to purchase said parcel on the terms and conditions contained in the notice, if they so notify the Secretary of the Associa-

tion in writing at lease twenty (20) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon, the selling unit owner may either accept such offer or withdraw the offer specified in the notice to the Board. If no unit owner accepts the offer within said initial twenty (20) days, or if having accepted, fails to close the transaction within said thirty (30) days, such failure shall be deemed consent by the Association to the transaction specified in the notice and the offeror may consummate the transaction with the third party who made the original bona fide offer. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice. To perfect the title in the transferee, an affidavit specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title.

In the event that the provisions of the foregoing sections shall be deemed invalid or illegal as a violation of the Rule Against Perpetuities, then in that event, the terms and conditions of the aforementioned Section XXI (A) and (B) shall expire twenty-one (21) years after the date of execution of this instrument.

- (C) Units shall not be leased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease be used. Notwithstanding the lease of his unit, the liability of the unit owner shall continue. The Board must either approve or disapprove a lease within ten (10) days of receipt of a request for such approval, which request shall be accompanied by such information as the uniform regulations of the Association may from time to time require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of Lessee. Upon the expiration of the old

lease, a new application for approval must be submitted for each new lease or renewal of a current lease.

- (D) Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors or members, the provisions of the sub-paragraphs above to be inapplicable.
- (E) No leases are permitted for a period of less than six (6) months and one (1) day.

## XXII. Obligations to members.

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (A) Promptly pay the assessments levied by the Association.
- (B) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors,) whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- (C) Not use or permit the use of his unit for any purpose other than as a single family residence for himself and members of his family and social guests, and maintain his unit in a clean and sanitary manner.
- (D) Keep pets, birds or other animals in his unit and the common elements only under regulations established by the Association. Small pets and small caged birds are permitted, but only in the individual units or when pets are leashed, but same shall not be permitted in the area of recreation facilities. The Association shall have the power to change these regulations from time to time, but

if pets have been permitted prior to the change in regulations, such change will not affect the rights of unit owners to keep same (but only those.)

- (E) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (F) Conform to and abide by the bylaws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
- (G) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.
- (H) Allow the Board of Directors or the agents and employees of the Association or the management company to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- (I) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerals except as provided in uniform regulations promulgated by the Association.
- (J) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

- (K) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.
- (L) Use no parking space except as specifically assigned to him. Once parking spaces have been assigned, they may not be changed without written re-assignment by the Association.

#### XXIII. Enforcement of maintenance.

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

#### XXIV. Limited common elements.

There may be limited common elements appurtenant to units in this condominium, as reflected by the condominium survey, such as patios and balconies, and parking spaces which will be specifically designated delineated. These limited common elements are reserved for the use of the units to which they are appurtenant or assigned to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use the limited common elements so appurtenant or assigned. Expenses of maintenance and repair relating to such limited common

elements shall be borne by and assessed against the individual unit owner owning same. Any expenses of maintenance, repair or replacement shall be treated as and paid for as a part of the common expenses of the Association. Exterior surfaces of patios and balconies shall be treated as common elements.

XXV. Insurance.

- (A) Purchase of Insurance. The Association shall obtain an ALL RISK condominium policy insuring all of the insurable improvements situated on the condominium property, excluding any and all personal property and other items or improvements used exclusively for the unit owners' benefit and situated within the perimeter of the adorned walls, ceilings, and floor of the unit owner's apartments, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company with and "A" rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually, and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees.
- (B) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- (C) Insurance Trustee, share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers, or attorney or certified public accountant licensed in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums 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 apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

- (1) Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- (2) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
  - (a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.
  - (b) When the building is not to be restored An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- (3) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

(D) 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:

- (1) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.
- (2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (4) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

(E) Association as agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

- (F) Unit owners obligation. Each unit owner has the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and shall purchase casualty insurance on the contents within said unit.

XXVI. 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:
- (1) 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.
  - (2) Apartment building.
    - (a) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
    - (b) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board or Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agree-

ment as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.

- (3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- (B) Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments which approval shall not be unreasonably withheld.
- (C) 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.
- (D) Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (E) Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all apartment owners in proportion to

their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to ~~defray~~ <sup>pay</sup> the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the 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 owners for damage to apartments shall be in proportion to the cost of reconstruction and 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.

(F) Construction funds. The funds for payment of costs of reconstruction and repair after casualty, 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:

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

(2) 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 assessment against

apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (b) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (c) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly,

who may use such proceeds as they may be advised.

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

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

Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; 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 upon disbursements in payment of costs of reconstruction and repair.

XXVII. Miscellaneous.

- (A) If any provisions of this Declaration, or of the bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the bylaws attached hereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- (B) Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered at the primary office of the Association, at 2200 N.E. 33rd Avenue, Fort Lauderdale, Florida, 33305. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- (C) The Remedy for Violation provided for by Section 23 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association



find it necessary to bring Court action to bring about the compliance with the law, this Declaration and the bylaws, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the Court. OR BK 29492 PG 1674

- (D) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person who is a unit owner, and the term "Association" as defined in Article I hereof is used synonymously with "corporation" and refers to "WHITE EGRET CONDOMINIUM, INC."

IN WITNESS WHEREOF, WHITE EGRET CORPORATION, a Florida non-profit corporation, has hereunto set its corporate hand and seal this 26th day of February, 1999.

Signed, Sealed & Delivered  
in the Presence of:

WHITE EGRET CORPORATION, (SEAL)  
a non-profit Florida corporation

Stella M. Deters

By: James M. Furlough  
President

Attest:

Alvin Brown

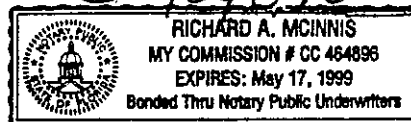
Roberta M. Fawcett  
Secretary

STATE OF FLORIDA       )  
                               )  
 COUNTY OF BROWARD    )       SS:

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, Joan M. Balogh and Roberta M. Rowan as President and Secretary, respectively, of WHITE EGRET CONDOMINIUM, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing amended Declaration as such officers, as the act and deed of said corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida this 1 day of MARCH, 1999.

*Richard A. McInnis*  
 Notary Public, State of Florida



*RICHARD A. MCINNIS*  
*EXPIRES MAY 17, 1999*

EXHIBIT 2

AMENDED  
BYLAWS  
OF  
WHITE EGRET CONDOMINIUM, INC.  
A Non-Profit Florida Corporation

ARTICLE IGENERAL

Section 1. The Name: The name of the corporation is the WHITE EGRET CONDOMINIUM, INC.

Section 2. The Principal Office: The principal office of the corporation shall be 2200 N.E. 33rd Avenue, Fort Lauderdale, Florida, 33305, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept thereat.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property," "unit owner," and "condominium" are defined as set forth in the Condominium Declaration, etc., of the corporation, to which these bylaws are attached.

ARTICLE IIDIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall be not less than three (3) nor more than nine (9). All directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the certificate of incorporation or the Declaration to which these bylaws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect regular and special assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these bylaws and the terms and conditions of the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or a designee.

J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have specific approval of the Board of Directors or membership.

K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.

Section 5. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 6. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally or by mail at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

D. Parliamentary Authority: Robert's Rules of Order Newly Revised shall govern the procedures of the meetings of the members or the Directors to which they are applicable

and in which they are not inconsistent with the bylaws, the declaration of condominium or Florida Statutes.

Section 7. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment

Section 8. Annual Statement/Financial Reports. Pursuant to Florida Statute 718.111(13), within 60 days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the bylaws of the association, the board of administration of the association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts.

ARTICLE IIIOFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute bonds, mortgages and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of

supervision and management usually vested in the office of the President of a corporation.

Section 5.     The Vice-President: The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors.

Section 6.     The Secretary:

A.     The Secretary shall keep the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose.

B.     He shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

C.     He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws.

D.     He shall keep a register of the Post Office address of each member, which shall be furnished to the Secretary by such member.

E.     In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7.     The Treasurer:

A.     The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

B.     He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.



C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies: If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these bylaws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these bylaws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 9. Resignations: Any Director or other officer may resign his office at any time, in writing, which shall take effect from the time of its receipt by the corporation, unless some other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV

##### MEMBERSHIP

Section 1. Definition: Each parcel (apartment) owner shall be a member of the corporation, and membership in the corporation shall be limited to owners of condominium parcels.

Section 2. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

#### ARTICLE V

##### MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate member-

ship shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting:

A. Regular Annual Meetings of the White Egret Condominium shall be held on the second Monday of December of each year, if not a legal holiday, and if a legal holiday, then on the following day.

B. All Annual Meetings shall be held at the hour of 7:00 p.m.

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

- (1) The voting to elect the Board of Directors shall be by secret ballot. Ballots will be distributed to authorized voting representatives in attendance at the meeting and to each person holding a limited or general proxy for an apartment where the authorized voting representative is not in attendance.
- (2) The ballots shall list the names of all candidates for the Board of Directors in alphabetical order along with instructions on how to mark their choices and on how many candidates to choose from among those listed. After the ballots have been marked, they will be collected in a covered container and the container given to who will count them in the presence of the membership.

D. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereafter at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. 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, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the members. 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 on the books of the corporation, at least three (3) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-one per cent (51%), (82 members) of the total number of members of the corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Statute, by the certificate of incorporation or by these bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or of the certificate of incorporation or of these bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote: All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than

one (1) person owns an apartment (parcel), they shall file a certificate with the Secretary naming the person authorized to cast votes for said apartment. If same is not on file, the vote of such owner shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the certificate of incorporation or of these bylaws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

## ARTICLE VI

### NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice of the corporation is 2200 N.E. 33rd Avenue, Fort Lauderdale, Florida, 33305.

## ARTICLE VII

### FINANCES

Section 1. Fiscal Year: The fiscal year shall be the calendar year.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any one of the 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. The Board of Directors by resolution may require more than one (1) signature.

#### Section 3. Determination of Assessments:

A. The Board of Directors of the corporation shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expense from time to time by the Board of Directors of the corporation. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments and to maintain, repair and replace the common elements and the limited common elements of the condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable as provided in the Condominium Declaration. Special Assessments, which should be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the

Secretary-Treasurer shall give a receipt for each payment made.

C. The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these bylaws or the Condominium Declaration which authorize expenditures, no expenditure for the improvement of the common elements exceeding \$5,000.00 per annum shall be made without the approval of seventy-one (71%) per cent of the membership, except for the repair of the condominium property due to casualty loss.

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

## ARTICLE VIII

### HOUSE RULES

In addition to the other provisions of these bylaws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located in the property and the conduct of all residents thereof:

A. Condominium parcels shall be used only for residential purposes.

B. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such ways as to be injurious to the reputation of the property.

C. The use of condominium parcels shall be consistent with existing law and the Condominium Declaration to which these bylaws become a part.

D. Common elements shall not be obstructed, littered, defaced, or misused in any manner.

E. No structural changes or alterations shall be

made in any unit without prior written consent of the Board of Directors and mortgagee holding a mortgage on said unit. All flooring (tile/marble/wood) covering the concrete slab, excluding carpeting with padding, must be approved by the Board of Directors.

F. The owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the condominium Association.

G. No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the common elements.

H. Common walks, park area and other common elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

I. No "for sale" or "for rent" signs or other window displays or advertising is permitted on any part of the condominium property or in any condominium parcel, except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.

## ARTICLE IX

### DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees

and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of subject unit.

In the event of violation of the provisions of the Declaration, corporate charter or bylaws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of family units to give to the corporation 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 the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

#### ARTICLE X

##### JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but, if all of said owners shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.



ARTICLE XIAMENDMENT

These bylaws may only be altered, amended or added to at any duly called meeting of the members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all the then members, in person or by proxy. In addition, it shall be necessary that there be an affirmative vote of unit owners holding three-fourths (3/4) of the qualified votes of members, as well as an affirmative vote of the Board of Directors in order to amend the Declaration and bylaws. No amendment to these bylaws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee.

ARTICLE XIICONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these bylaws, it shall be constructed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the amended bylaws of WHITE EGRET CONDOMINIUM, INC., at a meeting of its Board of Directors on February 25, 1999.

Robert M. Rasmussen  
Secretary

APPROVED:

James M. Salas  
President



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 27<sup>th</sup> day of May, 1999  
By Melene D. Barnes  
Deputy Clerk



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 14, 1999, to Articles of Incorporation for WHITE EGRET CONDOMINIUM, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 718728.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifteenth day of June, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

# ARTICLES OF AMENDMENT

to

## ARTICLES OF INCORPORATION

of

WHITE EGRET CONDOMINIUM, INC.  
(present name)

*Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)

AS PER ATTACHED AMENDED ARTICLES  
OF INCORPORATION

**SECOND:** The date of adoption of the amendment(s) was: MARCH 1, 1999

**THIRD:** Adoption of Amendment (CHECK ONE)

- ☒ The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

White Egret Condominium, Inc.

Corporation Name

Joan M. Balogh  
Signature of Chairman, Vice Chairman, President or other officer

JOAN BALOGH

Typed or printed name

PRESIDENT

Title

5-14-99

Date

FILED  
99 JUN 14 PM 2:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AMENDED  
ARTICLES OF INCORPORATION  
OF  
WHITE EGRET CONDOMINIUM, INC.,  
A Non-Profit Corporation

We, the undersigned President and Secretary of the White Egret Condominium, Inc., a non-profit corporation organized under the laws of the State of Florida and in accordance with the laws of the State of Florida, acknowledge and file these amended Articles of Incorporation in the office of the Secretary of State of the State of Florida.

ARTICLE I

NAME

The name of this corporation is the WHITE EGRET CONDOMINIUM, INC. For convenience, the corporation shall herein be referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

The purposes for which this corporation is formed are as follows:

- A. To form an "Association" as defined in the "Condominium Act" of the Statutes of the State of Florida, and as such to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the units and common elements in White Egret Condominium located on Lots 1 through 6, and the North 30' of Lot 7, Block 9, of LAUDERDALE BEACH EXTENSION, according to the Plat thereof, recorded in Plat Book 27, at Page 48, of the Public Records of Broward County, Florida.
- B. To carry out the duties and obligations and receive the benefits given the Association by the "Declaration of Condominium" of White Egret Condominium.
- C. To establish bylaws for the operation of the condominium property; to provide for the form of administration of the Association and rules and regulations for governing same; and to enforce the provisions of the Condominium Act, the

condominium declaration, these articles and the bylaws of the Association.

- D. To contract for the management of the Condominium and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

To accomplish the foregoing purposes, the corporation shall have all of the common law and statutory corporate powers permitted under Florida Law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act" of the State of Florida and the condominium declaration of White Egret Condominium. No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

### ARTICLE III

#### MEMBERS

Section 1. All unit owners of a condominium parcel in White Egret Condominium shall automatically be members, and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit (apartment) under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owners of all condominium units (apartments) shall have one vote in all meetings, elections or deliberations of the Association. An individual with an interest in more than one unit may be designated the voting member for each unit in which he owns an interest.

Section 3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

### ARTICLE IV

#### EXISTENCE

This corporation shall have perpetual existence.

## ARTICLE V

### SUBSCRIBERS

All unit owners of record are the subscribers.

## ARTICLE VI

### DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The number will be determined from time to time in accordance with the provisions of the bylaws of the corporation.

Section 2. Directors shall be elected by the voting members in accordance with the bylaws at the regular annual meeting of the membership of the corporation, in the manner set out by the bylaws. Directors shall be elected to serve for a term of one year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the bylaws at the regular annual meeting of the Board of Directors as established by the bylaws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice-President, Secretary, Treasurer and such other officers as shall deem desirable, consistent with the corporate bylaws. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director.

## ARTICLE VII

### OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the bylaws, who shall serve at the pleasure of said Board of Directors.

## ARTICLE VIII

### BYLAWS

The amended bylaws of this corporation were adopted by the Board of Directors and attached to the condominium declaration to

be filed in the Public Records of Broward County, Florida, which bylaws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the bylaws.

## ARTICLE IX

### AMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these articles of incorporation which do not conflict with the Condominium Act or declaration of condominium may be made by a majority of the Board of directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President who shall thereupon call a Special Meeting of the corporation not less than ten (10) days nor later than sixty (60) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the bylaws. An affirmative vote of seventy-five per cent (75%) of the Board of Directors, and an affirmative vote of seventy-five per cent (75%) of all qualified votes of members of the corporation shall be required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposal to the President for alteration, amendment or rescission of these Articles, either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

## ARTICLE X

### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of

Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Fort Lauderdale, Broward County, Florida, this 26th day of February, 1999.

Signed, Sealed & Delivered  
in the presence of:

Steve M. Deters

Joan M. Balogh  
President

Mike Brown

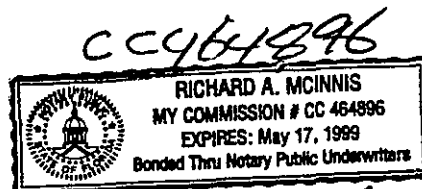
Roberta M. Rowan  
Secretary

STATE OF FLORIDA       )  
                                  )   SS:  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, JOAN M. BALOGH (President) and ROBERTA M. ROWAN (Secretary), to me well known and known to me to be the officers who executed the foregoing amended articles of incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 1 day of MARCH, 1999.

Richard A. McInnis  
Notary Public, State of Florida



Richard A McInnis  
EXPIRES MAY 17, 1999



## EXHIBIT I

AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
WHITE EGRET CONDOMINIUM

WHEREAS, WHITE EGRET CORPORATION, a Florida corporation, on June 4, 1971, filed the Declaration of Condominium of WHITE EGRET CONDOMINIUM in Official Records Book 4517, beginning at Page 1 of the Public Records of Broward County, Florida, and

WHEREAS, WHITE EGRET CORPORATION wishes to amend said Declaration filed June 4, 1971 by incorporating therein a new Exhibit 1 and Exhibit 4 which said new exhibits are attached to this Amendment, and

WHEREAS, WHITE EGRET CORPORATION is the fee simple owner of at least 75% of the condominium units of WHITE EGRET CONDOMINIUM and is thereby empowered to amend the Declaration.

NOW, THEREFORE, in consideration of the authority vested in WHITE EGRET CORPORATION as enumerated above, WHITE EGRET CORPORATION does hereby amend the Declaration of Condominium of WHITE EGRET CONDOMINIUM filed June 4, 1971 in Official Records Book 4517, beginning on Page 1 of the Public Records of Broward County, Florida, so as to delete Exhibits 1 and 4 and substitute in their place and stead the new Exhibits 1 and 4 which are attached to this Amendment. Except for the incorporation into the said Declaration of the new Exhibits 1 and 4 which are attached hereto, the Declaration filed June 4, 1971 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, WHITE EGRET CORPORATION, a Florida corporation, has hereunto set its corporate hand and seal this 12<sup>th</sup> day of July, 1971.

Signed, Sealed and Delivered  
in the presence of:

Thompson, C. C. C. C. C.

WHITE EGRET CORPORATION

By [Signature]  
President

[Signature]

Attest:

[Signature]  
Secretary

RETURN TO BROWARD COUNTY CLERK  
300 FIRST STREET, SUITE 110, FORT LAUDERDALE, FLORIDA 33301

BROWARD COUNTY CLERK

JUL 14 PM 12:15

REC-4551 REG 607 3/600

STATE OF FLORIDA       )  
                              ) ss  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgements, JACK L. HAMILTON and JOANNE WILMOT, President and Secretary, respectively, of WHITE EGRET CORPORATION, a Florida corporation, and they acknowledged before me that they executed the foregoing Amendment to Declaration of Condominium as such officers, as the act and deed of said Corporation, for the uses and purposes therein expressed.

Witness my hand and official seal at Fort Lauderdale, Broward County, Florida, this 12 day of July, 1971.

*Wm. H. Barrett*  
Notary Public  
State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 12/31/74  
BONDED THRU FIVE W. DISTRICT

Prepared by: MARTIN B. SHAPIRO, ESQ.  
150 S.E. 2nd Avenue, Suite 1405  
Miami, Florida 33131  
Return to: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF BROWARD COUNTY  
301 Las Olas Boulevard  
Fort Lauderdale, Florida

REC-4551 REC-608

*Amended*  
EXHIBIT 1

PERCENTAGES OF COMMON EXPENSES AND OWNERSHIP AND SURPLUS

WHITE EGRET CONDOMINIUM

<u>Condominium Unit</u>	<u>Percentage</u>	<u>Condominium Unit</u>	<u>Percentage</u>
		5A	.7261
		5B	.7183
		5C	.5602
		5D	.5602
		5E	.5602
		5F	.5602
		5G	.5602
		5H	.5602
		5J	.7183
		5K	.7261
2A	.7261	6A	.7261
2B	.7183	6B	.7183
2C	.5602	6C	.5602
2D	.5602	6D	.5602
2E	.5602	6E	.5602
2F	.5602	6F	.5602
2G	.5602	6G	.5602
2H	.5602	6H	.5602
2J	.7183	6J	.7183
2K	.7261	6K	.7261
3A	.7261	7A	.7261
3B	.7183	7B	.7183
3C	.5602	7C	.5602
3D	.5602	7D	.5602
3E	.5602	7E	.5602
3F	.5602	7F	.5602
3G	.5602	7G	.5602
3H	.5602	7H	.5602
3J	.7183	7J	.7183
3K	.7261	7K	.7261
4A	.7261	8A	.7261
4B	.7183	8B	.7183
4C	.5602	8C	.5602
4D	.5602	8D	.5602
4E	.5602	8E	.5602
4F	.5602	8F	.5602
4G	.5602	8G	.5602
4H	.5602	8H	.5602
4J	.7183	8J	.7183
4K	.7261	8K	.7261

<u>Condominium Unit</u>	<u>Percentage</u>	<u>Condominium Unit</u>	<u>Percentage</u>
9A	.7261	14A	.7261
9B	.7183	14B	.7183
9C	.5602	14C	.5602
9D	.5602	14D	.5602
9E	.5602	14E	.5602
9F	.5602	14F	.5602
9G	.5602	14G	.5602
9H	.5602	14H	.5602
9J	.7183	14J	.7183
9K	.7261	14K	.7261
10A	.7261	15A	.7261
10B	.7183	15B	.7183
10C	.5602	15C	.5602
10D	.5602	15D	.5602
10E	.5602	15E	.5602
10F	.5602	15F	.5602
10G	.5602	15G	.5602
10H	.5602	15H	.5602
10J	.7183	15J	.7183
10K	.7261	15K	.7261
11A	.7261	16A	.7261
11B	.7183	16B	.7183
11C	.5602	16C	.5602
11D	.5602	16D	.5602
11E	.5602	16E	.5602
11F	.5602	16F	.5602
11G	.5602	16G	.5602
11H	.5602	16H	.5602
11J	.7183	16J	.7183
11K	.7261	16K	.7261
12A	.7261	17A	.7261
12B	.7183	17B	.7183
12C	.5602	17C	.5602
12D	.5602	17D	.5602
12E	.5602	17E	.5602
12F	.5602	17F	.5602
12G	.5602	17G	.5602
12H	.5602	17H	.5602
12J	.7183	17J	.7183
12K	.7261	17K	.7261
		18A	.7261
		18B	.7183
		18C	.5602
		18D	.5602
		18E	.5602
		18F	.5602
		18G	.5602
		18H	.5602
		18J	.7183
		18K	.7261

The number that is included within each of the above condominium unit designations refers to the floor of the building in which the condominium unit is located. There are no condominium units located on the ground floor (first) floor. The letter of the alphabet that is included within each of the above condominium unit designations locates the condominium unit on the floor of the building by reference to Sheets A-2 and A-3 of Exhibit 4 attached hereto. There is no 13th floor in the building.

EXHIBIT III

AMENDMENT OF DECLARATION OF CONDOMINIUM

WHITE EGRET CONDOMINIUM

Fort Lauderdale, Broward County, Florida

KNOW ALL MEN BY THESE PRESENTS:

That the Declaration of Condominium of WHITE EGRET CONDOMINIUM, Fort Lauderdale, Broward County, Florida, filed for record on June 4, 1971, in Official Records Book 4517 at Pages 1 through 70 both inclusive of the Public Records of Broward County, Florida, is hereby amended as follows:

That WHITE EGRET CORPORATION, a Florida corporation, and WHITE EGRET CONDOMINIUM, INC., on behalf of themselves, their successors, grantees and assigns do hereby amend the Declaration of Condominium as described aforesaid to include the following designated parking spaces which are more particularly set forth on the site plan attached hereto and made a part hereof and more particularly described as Exhibit A.

IN WITNESS WHEREOF, the said parties hereto by and through their appropriate officers have executed this amendment to Declaration of Condominium this 13 day of January, 1972, and caused their respective seals to be affixed.

WHITE EGRET CORPORATION  
a Florida corporation

BY: [Signature]  
President

ATTEST: [Signature]  
Secretary

WHITE EGRET CONDOMINIUM, INC.,  
a Florida corporation

BY: [Signature]  
President

ATTEST: [Signature]  
Secretary

RECORDED  
INDEXED  
JAN 14 1972

72 FEB 1 AM 9:43

REC 4757 MAR 12

COUNTY OF BROWARD :

I HEREBY CERTIFY, that on this day before me,  
the undersigned authority, personally appeared Jack L. Hamilton  
and Joanne Wilnot, President and Secretary respect-  
ively, of WHITE EGRET CORPORATION, a Corporation to me  
known to be the persons who signed the foregoing instrument  
as such officers and severally acknowledged the execution  
thereof to be their free act and deed as such officers for  
the uses and purposes therein mentioned, and that they  
affixed thereto the official seal of said Corporation, and  
that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 13 day  
of January , 1972.

*Jeane G. Barrette*  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA - LARGE  
MY COMMISSION EXPIRES OCT. 28, 1974  
BONDED THRU FRED W. BUSTENHART

STATE OF FLORIDA :

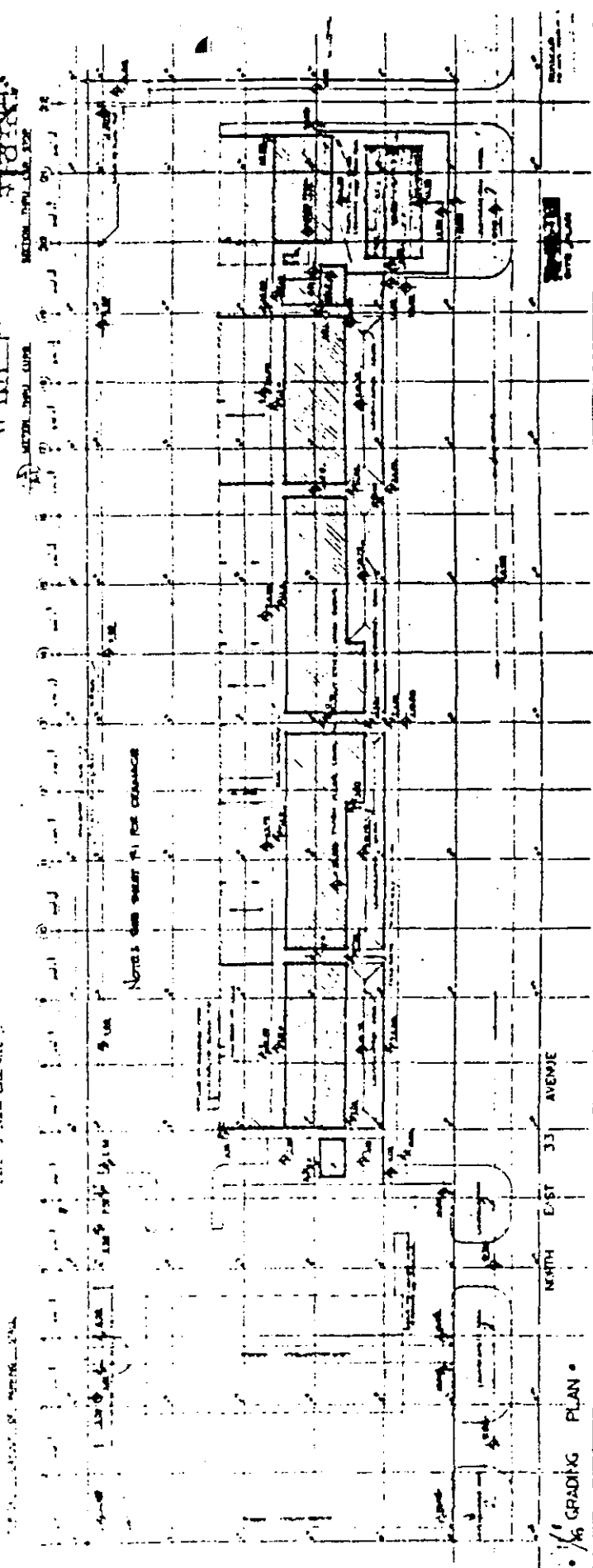
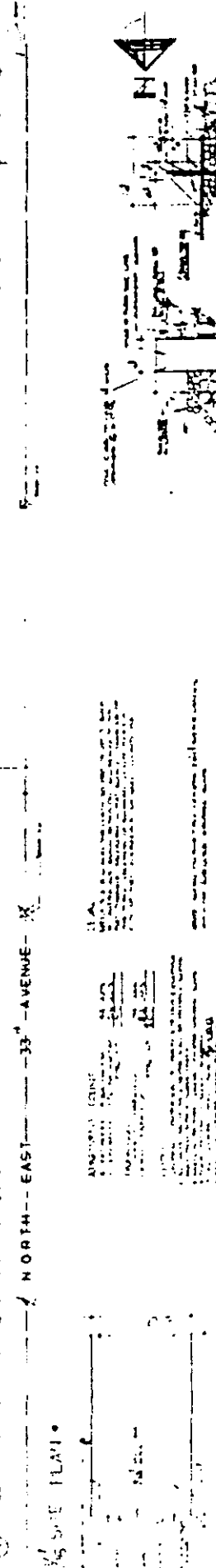
COUNTY OF BROWARD :

I HEREBY CERTIFY, that on this day before me,  
the undersigned authority, personally appeared Jack L. Hamilton  
and Joanne Wilnot, President and Secretary respect-  
ively, of WHITE EGRET CONDOMINIUM, INC., a Corporation  
to me known to be the persons who signed the foregoing  
instrument as such officers and severally acknowledged  
the execution thereof to be their free act and deed as such  
officers for the uses and purposes therein mentioned, and  
that they affixed thereto the official seal of said Corp-  
oration, and that said instrument is the act and deed of  
said corporation.

WITNESS my hand and official seal this 13 day  
of January 1972.

*Jeane G. Barrette*  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA - LARGE  
MY COMMISSION EXPIRES OCT. 28, 1974  
BONDED THRU FRED W. BUSTENHART

REC-100 (M) 20



STATE OF FLORIDA  
BROWARD COUNTY

CERTIFICATION BY COMPLETE DOCUMENT

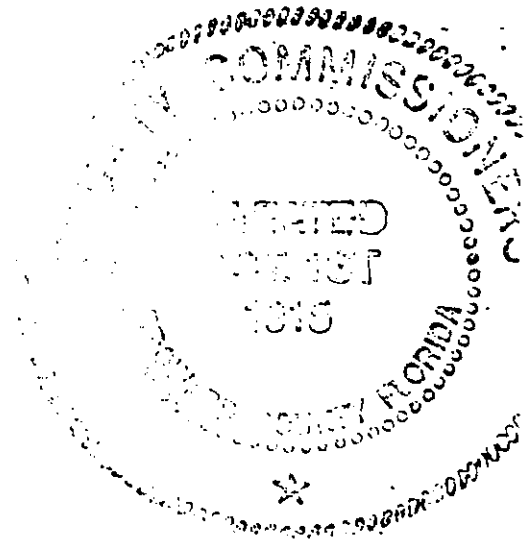
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of

An endorsement of  
Declarations

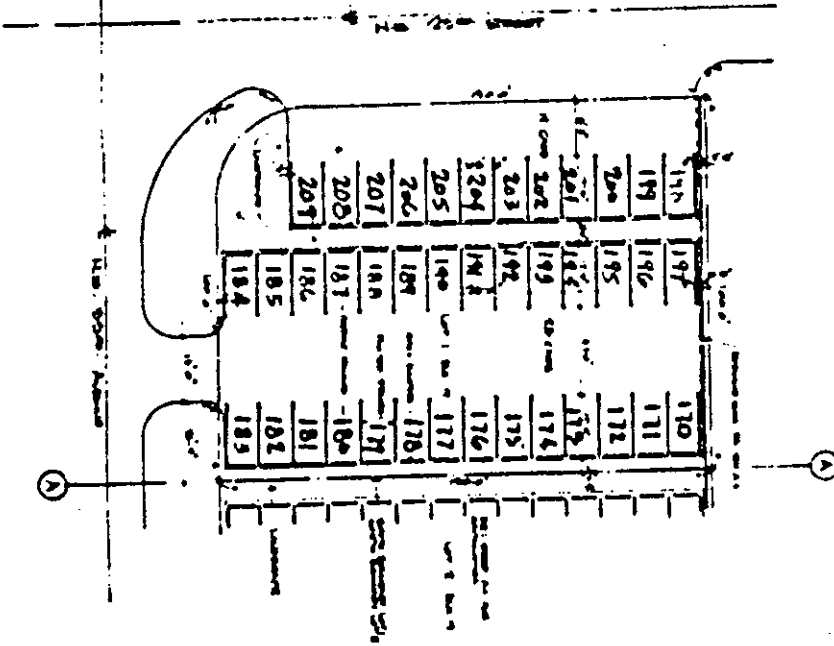
a document containing a total of 4 pages as recorded in OK  
Book 4757 Page 12

WITNESS my hand and official seal to the City of Ft. Lauderdale,

Florida, this 21 day of May AD 1992  
Sam Cathcart County Administrator



100' PASTIAL SITE PLAN  
Note: This drawing is a reproduction of the original drawing as filed in the records of the County Clerk, Broward County, Florida.







ABRABE  
BENNET  
JOH

ARCHITECT  
PLANNER

AMENDED EXHIBIT 4

a Declaration of Condominium for WHITE EGRET

Certificate of Architect made this 9th day of July, 1971

I, E. ABRABEN, of Fort Lauderdale, Florida, certify as follows:

1. I am an architect authorized to practice in the State of Florida.
2. This certificate is made as to WHITE EGRET, a condominium located at 2200 N.E. 33rd Avenue, Fort Lauderdale, Broward County, Florida, and in compliance with Section 711.08 (1) (e) Florida Statutes 1963.
3. The following exhibits to Declaration of Condominium:

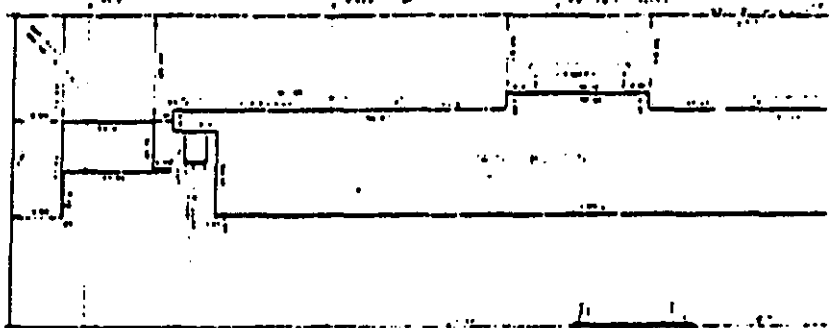
<u>EXHIBIT NO.</u>	<u>TITLE</u>
4A	Certificate of Survey
4B	Site Plan
4B-1	Partial Site Plan
4B-2	Ground Floor and Typical Floor Plan North Portion
4B-3	Ground Floor and Typical Floor Plan South Portion
4B-4	Typical Apartment Plans
4B-5	Roof Plans North and South Portions
4B-6	West Elevation North Portion
4B-7	West Elevation South Portion
4B-8	North and South Elevations
4B-9	East Elevation North Portion
4B-10	East Elevation South Portion

together with the Declaration, constitute a correct representation of the improvements of said condominium as it now exists, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

  
E. ABRABEN  
Certification of Registration No. 3116  
State of Florida

RECEIVED JUL 11 1971

RECEIVED JUL 11 1971  
COUNTY OF BROWARD  
PLANNING DEPARTMENT  
COUNTY ADMINISTRATOR  
JUL 11 1971  
205 444 3778



REMARKS: SEE PLAN FOR  
LOCATION OF BUILDING  
AND SURROUNDING  
TERRAIN.

NO. 123 & 124  
CHARTERED 1960

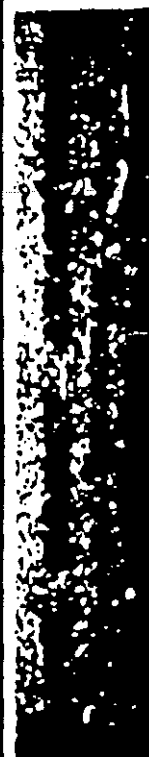
SECTION 4-A  
CONTINGENTS OF  
SURVEY

ABRAHAM  
BENNETT  
JOHN

## NOTES

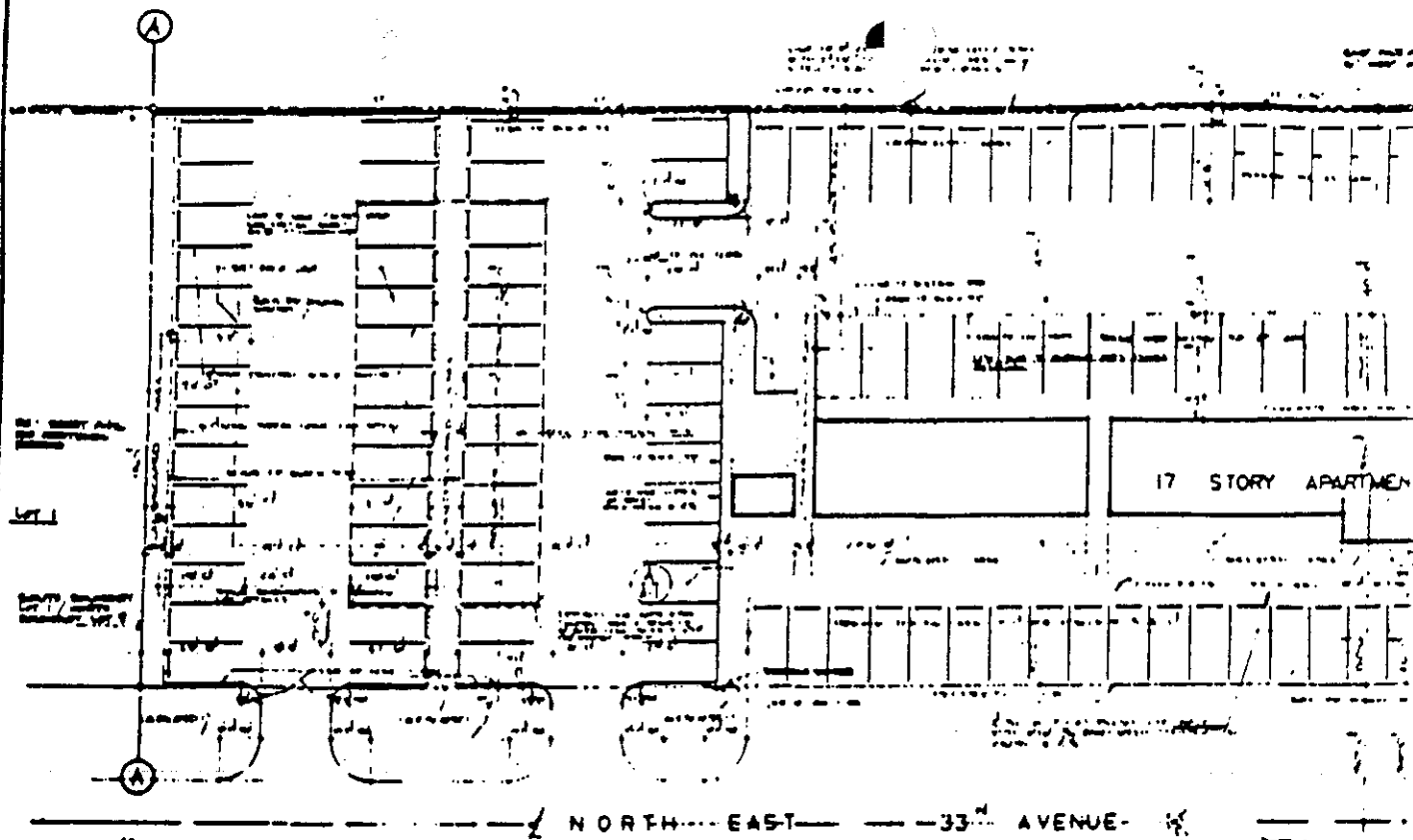
1997 & 1998  
1999 & 2000  
2001 & 2002

14-00000-1 0 074 0-0000

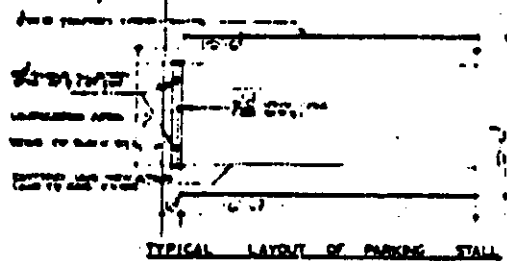


	NAME
	DATE
	TIME
	PLACE
	REMARKS
6901	DATE
	TIME
	PLACE
	REMARKS

OFF 4571 REC 613

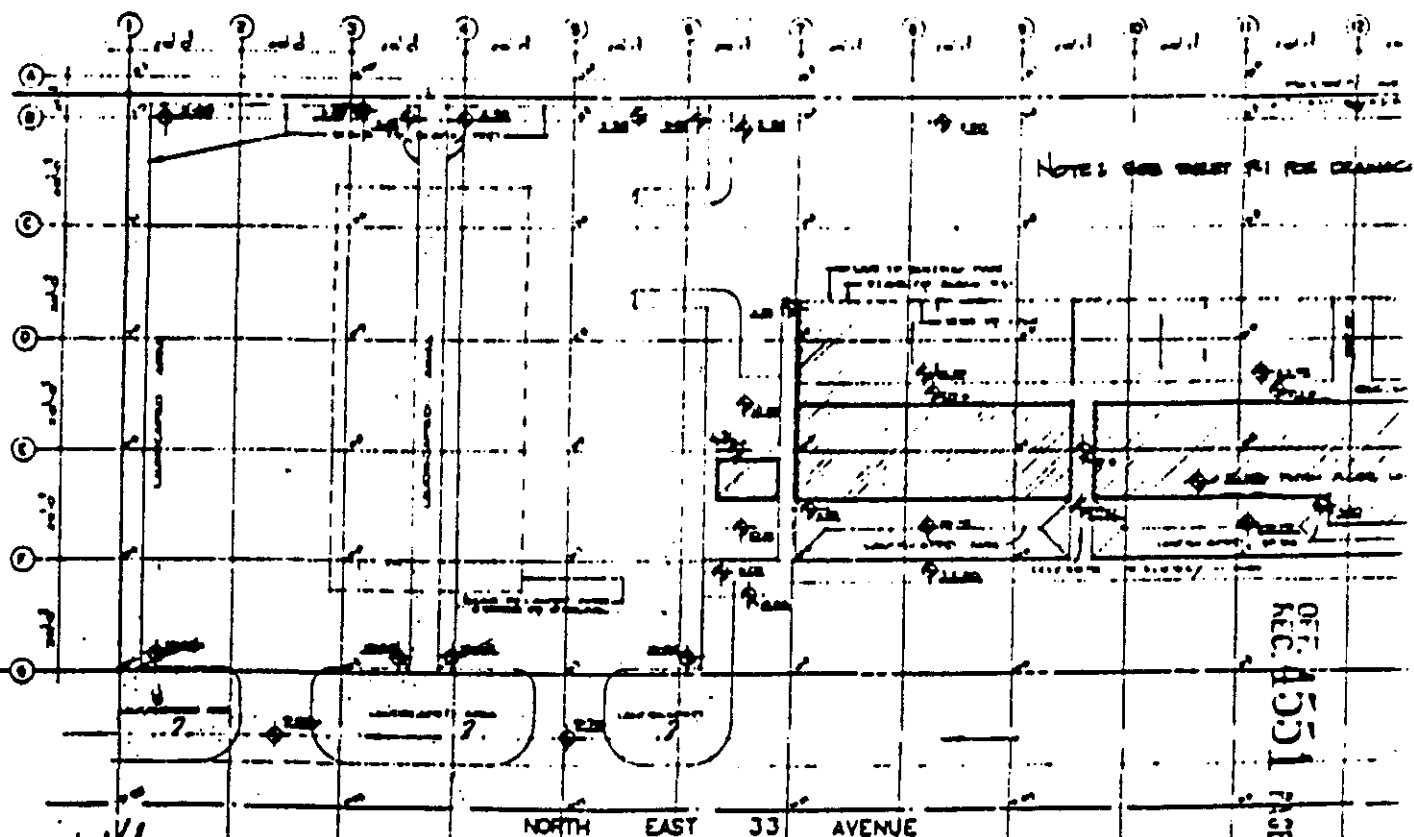


• 1/16 SITE PLAN •



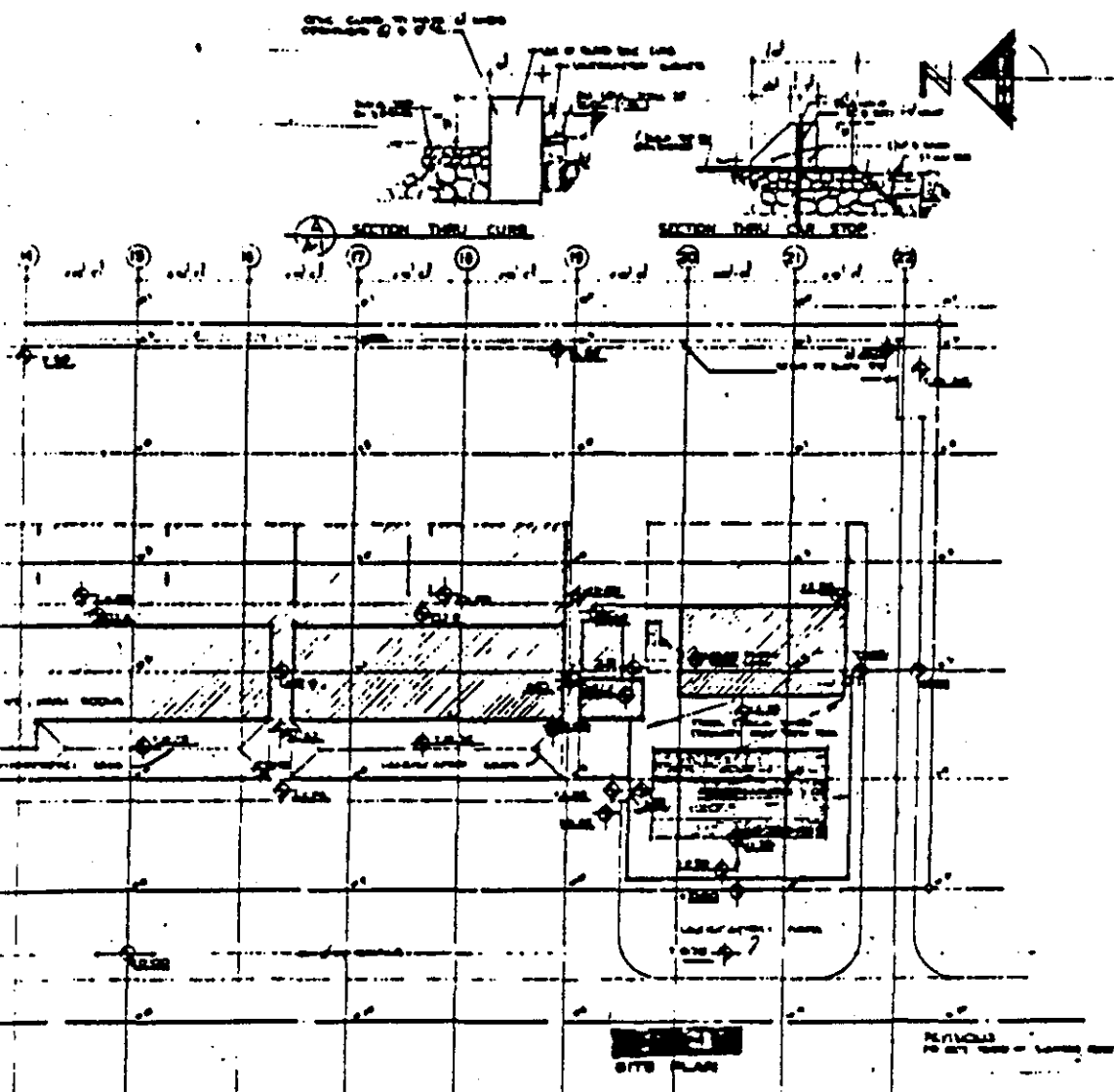
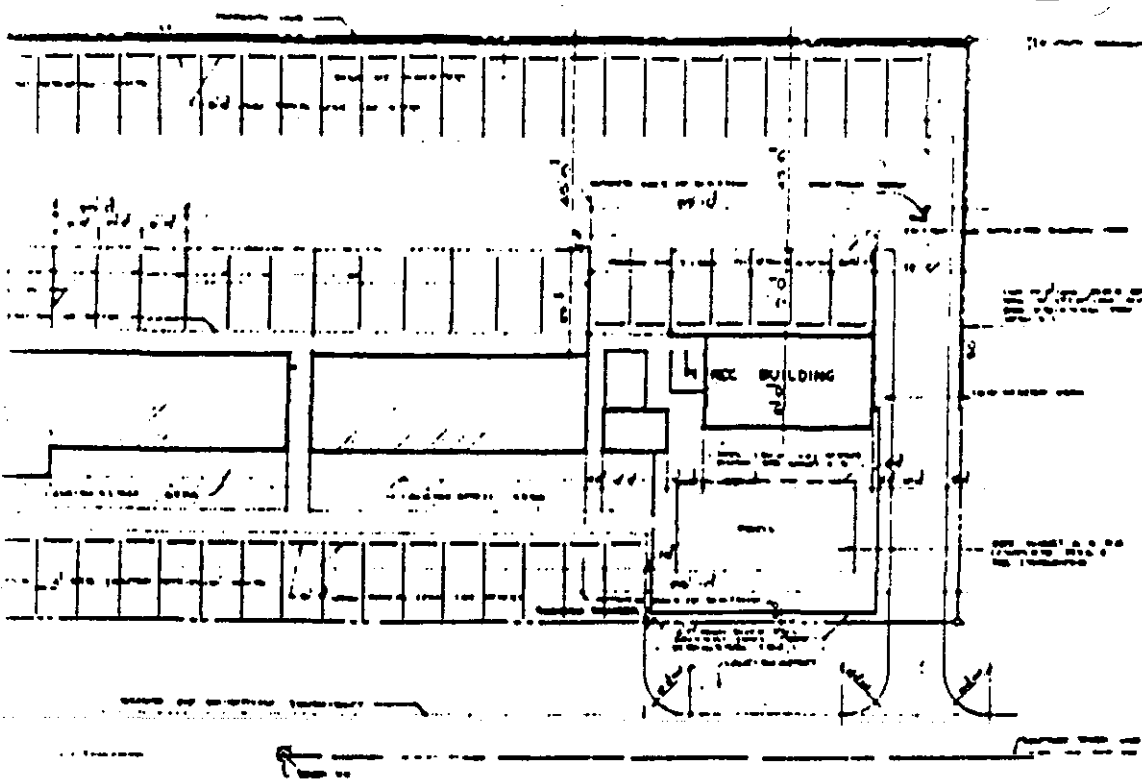
ADJUSTMENT TABLE  
 1. DISTANCE FROM BUILDING TO PARKING STALL  
 2. DISTANCE FROM PARKING STALL TO STREET  
 3. DISTANCE FROM BUILDING TO STREET

NOTES: 1. ALL DISTANCES ARE TO BE MEASURED FROM THE CENTERLINE OF THE STREET TO THE CENTERLINE OF THE BUILDING OR PARKING STALL.  
 2. ALL DISTANCES ARE TO BE MEASURED FROM THE CENTERLINE OF THE STREET TO THE CENTERLINE OF THE BUILDING OR PARKING STALL.

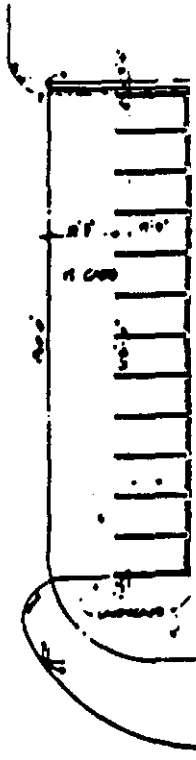


• 1/16 GRADING PLAN •

REC 4551 Part 6



NOT TO SCALE



1/16" PARTIAL SITE  
 SEE: ALL PLANS & NOTES IN  
 SET: BEST AT THE LOCAL CO.

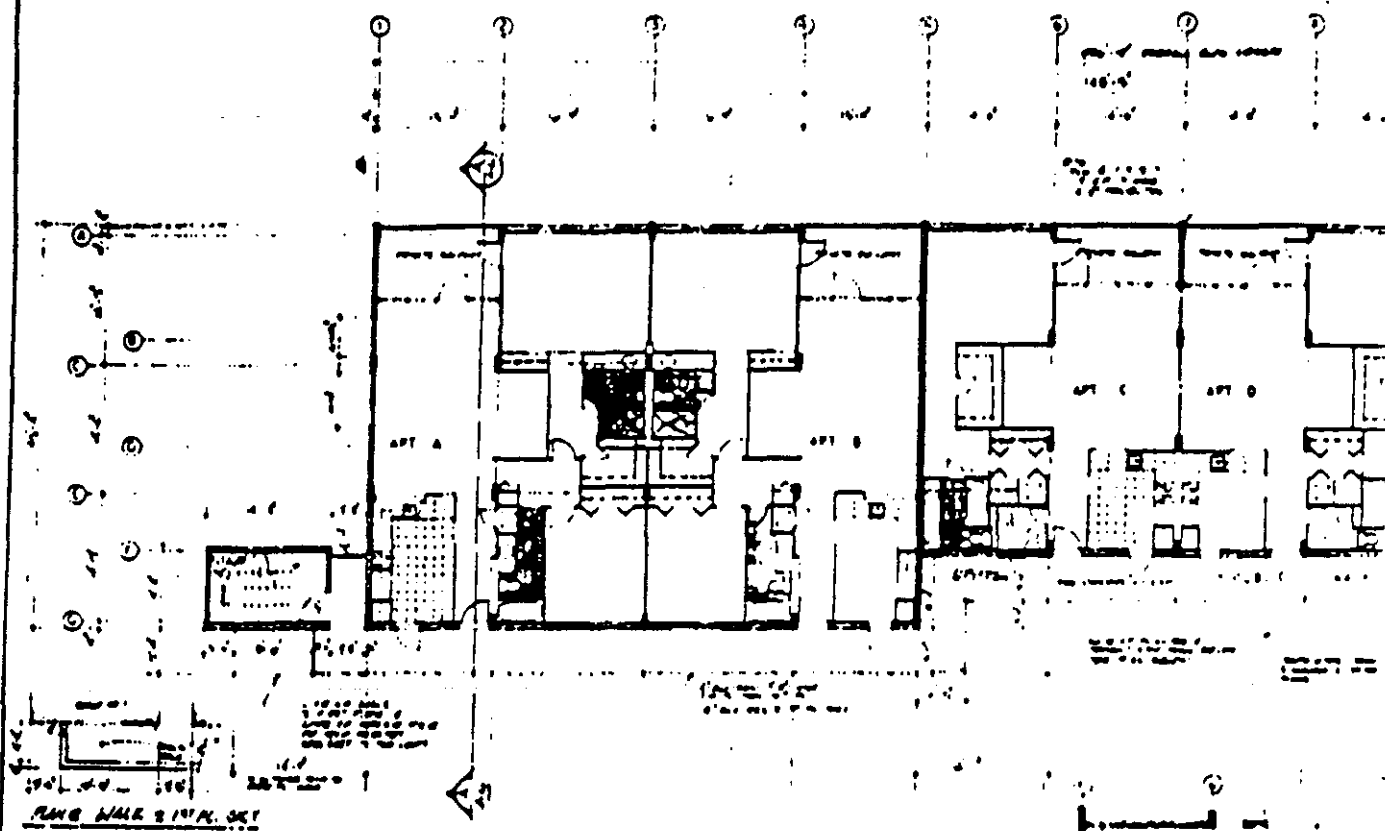
OFF: 4551  
 REC: 616

**ABRAHAM BENNETT**  
JAN

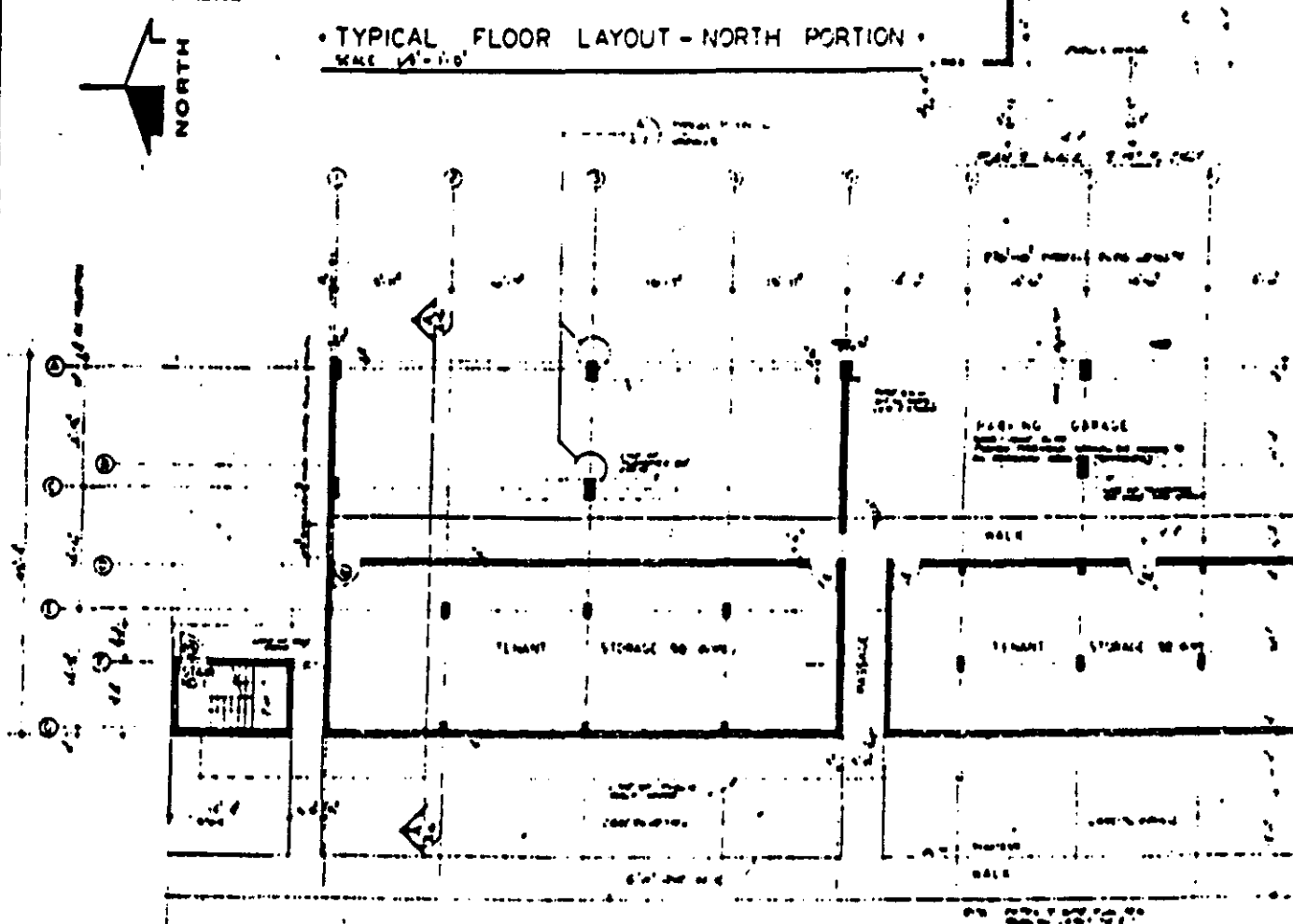
**ARCHITECTS PLANNERS**  
2001 S. GARDEN ST.  
ANN ARBOR, MI 48106  
(313) 963-1234



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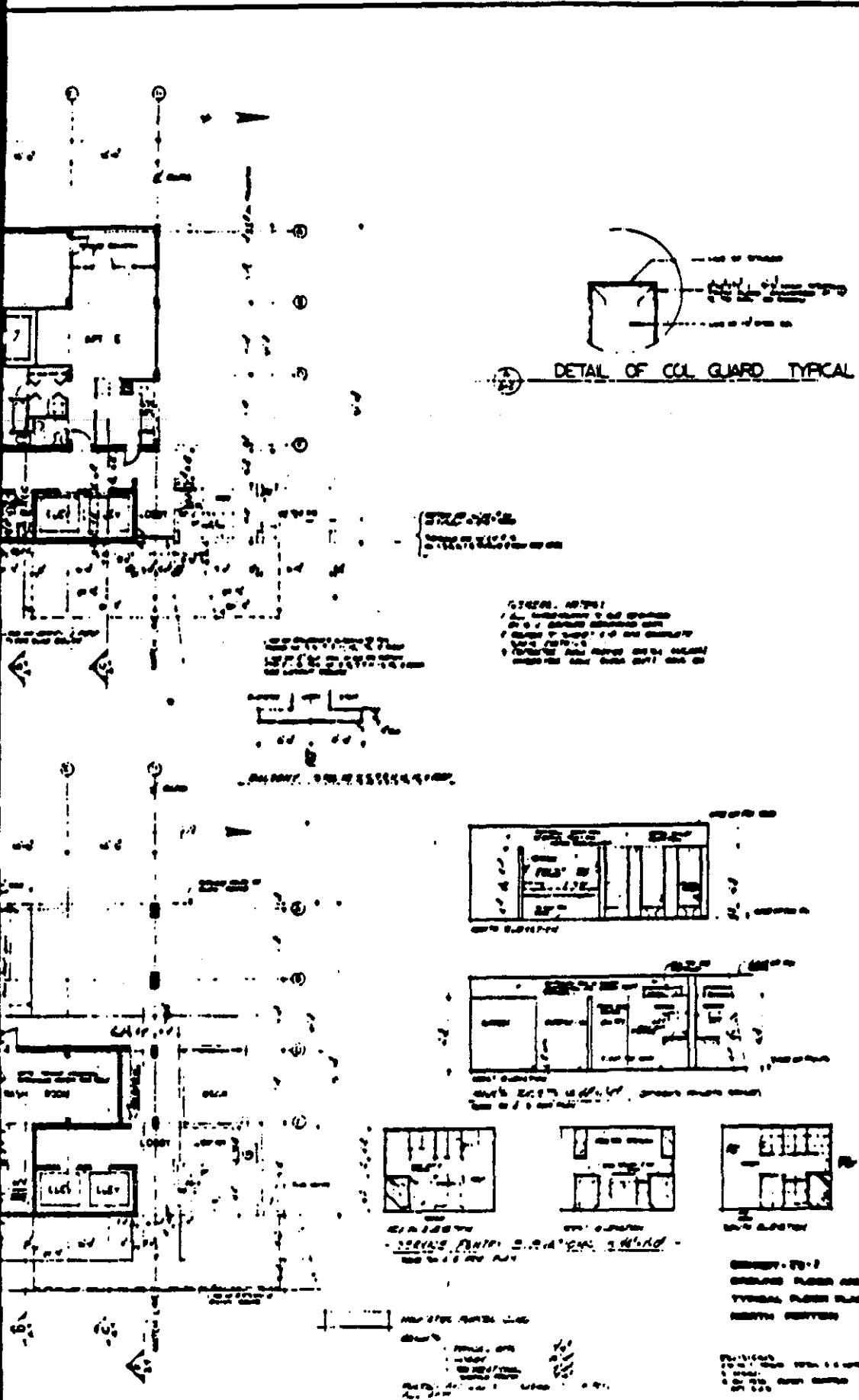


• TYPICAL FLOOR LAYOUT - NORTH PORTION •  
SCALE 1/4" = 1'-0"



• GROUND FLOOR LAYOUT - NORTH PORTION •  
SCALE 1/4" = 1'-0"



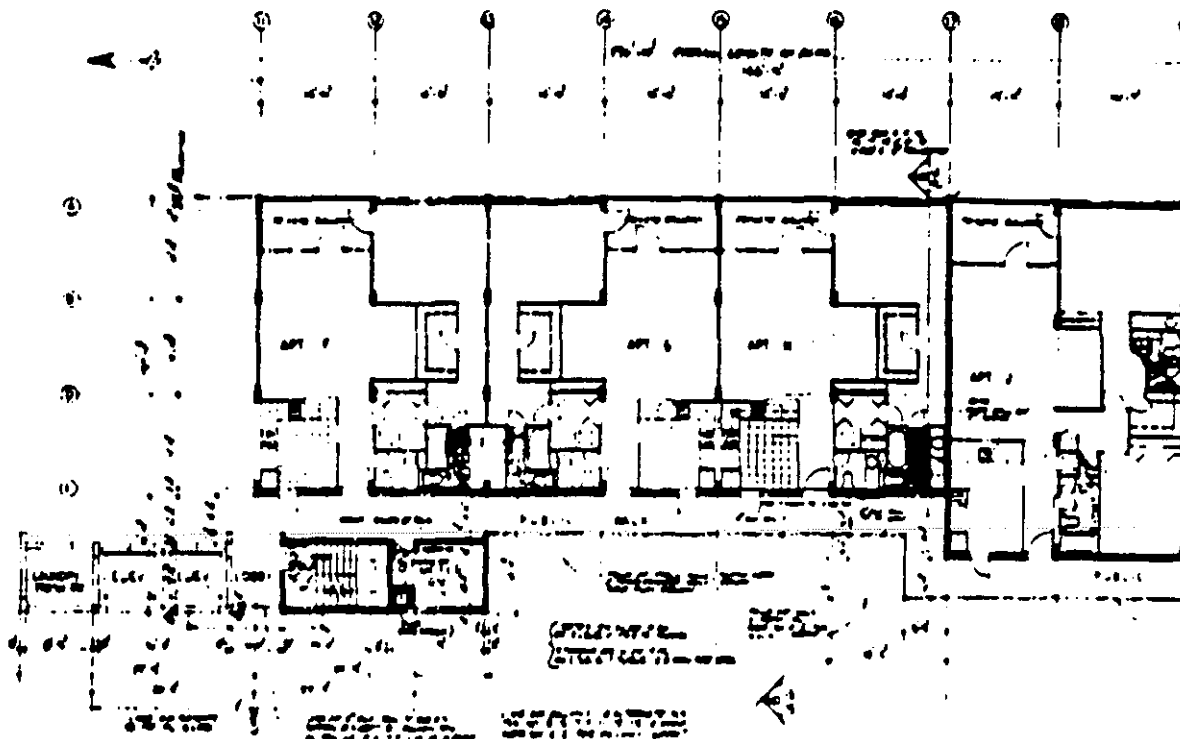


ARRANGER DEBETTY JOHN ASSOCIATES  
ARCHITECTS/PLANNERS

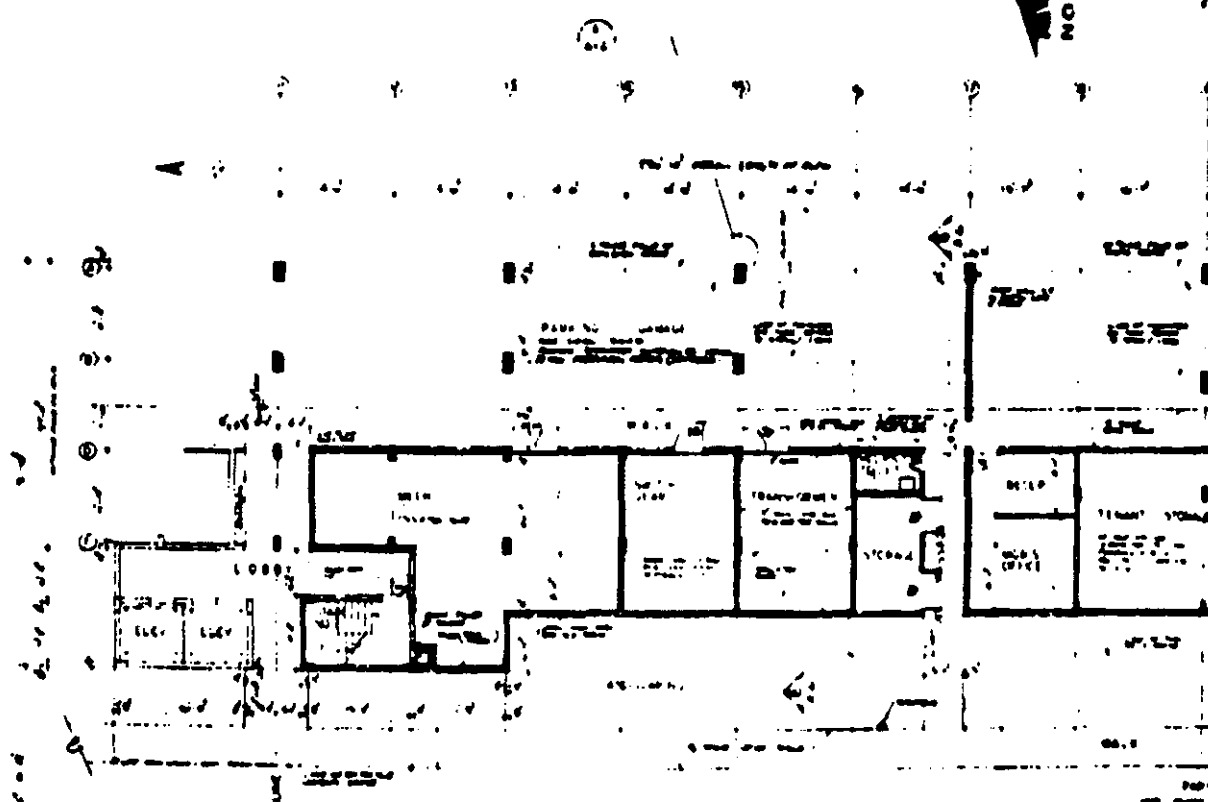
GROUND FLOOR - NORTH  
TYPICAL FLOOR - NORTH  
PORTION

A-2

REF: 4551 REC 619

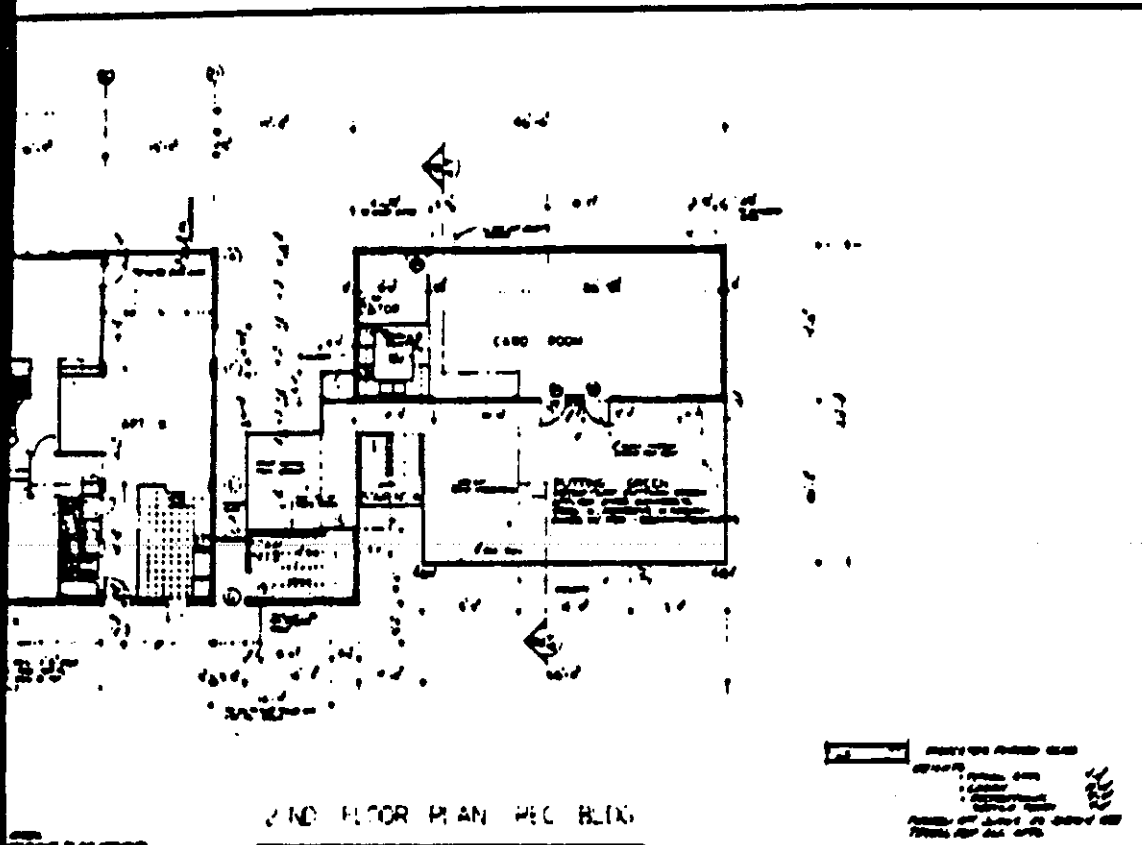


• TYPICAL FLOOR LAYOUT - SOUTH PORTION •  
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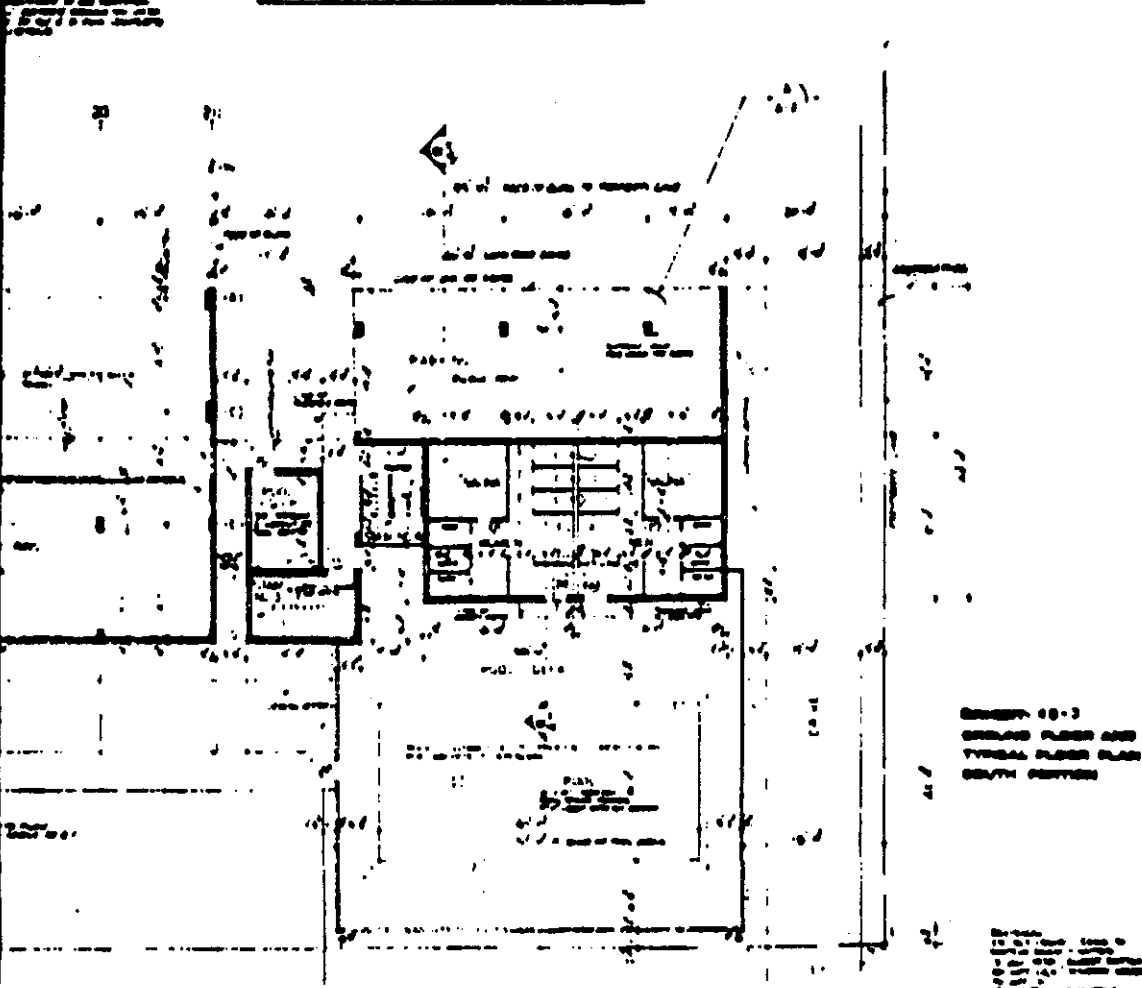


• GROUND FLOOR LAYOUT - SOUTH PORTION •  
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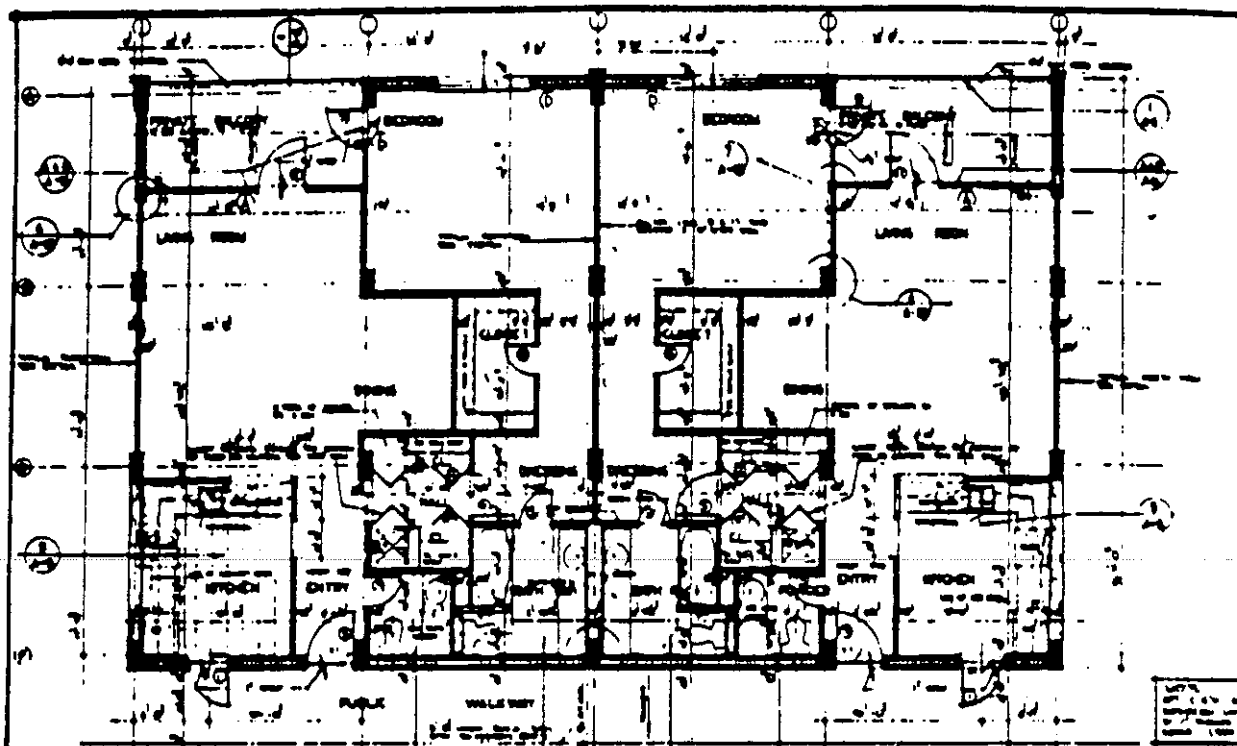
ARADER DEBBETT JOHN ASSOCIATES  
ARCHITECTS/PLANNERS



2ND FLOOR PLAN REC BLDG



GROUND FLOOR TYPICAL FLOOR  
SOUTH PORTION

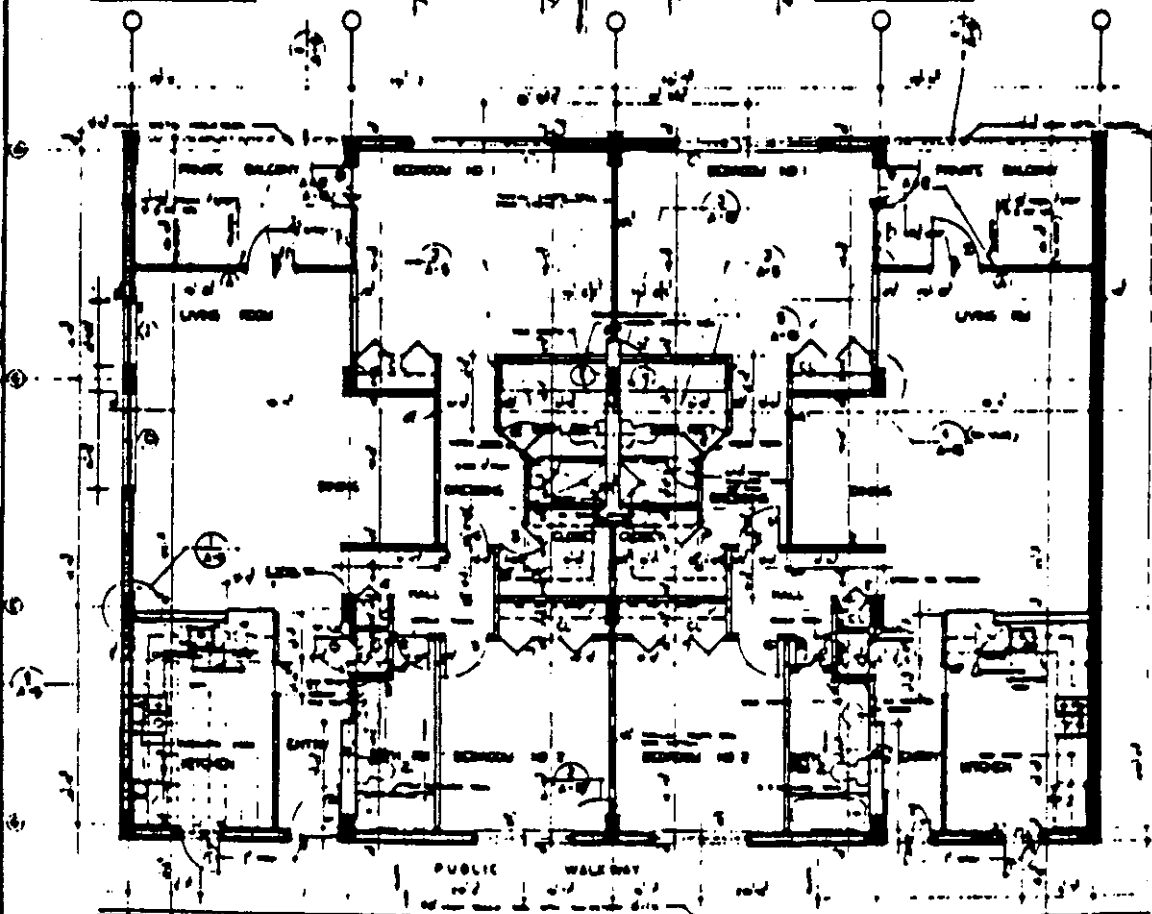


• TYPICAL LAYOUT OF APT •

• LIVING ROOM •  
• KITCHEN •  
• BATH •  
• BEDROOM •  
• UNIT •

• TYPICAL LAYOUT OF APT •

• LIVING ROOM •  
• KITCHEN •  
• BATH •  
• BEDROOM •  
• UNIT •



• TYPICAL LAYOUT OF APT •

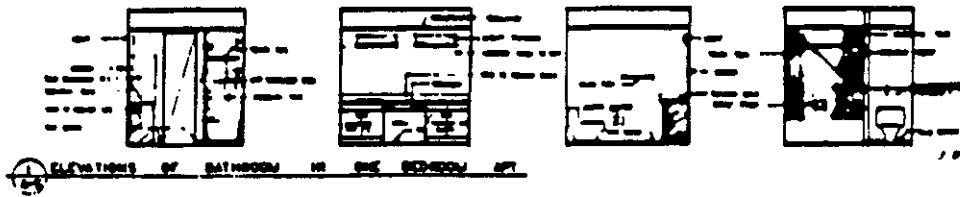
• LIVING ROOM •  
• KITCHEN •  
• BATH •  
• BEDROOM •  
• UNIT •

• TYPICAL LAYOUT OF APT •

• LIVING ROOM •  
• KITCHEN •  
• BATH •  
• BEDROOM •  
• UNIT •

REF 4551 10/6/22

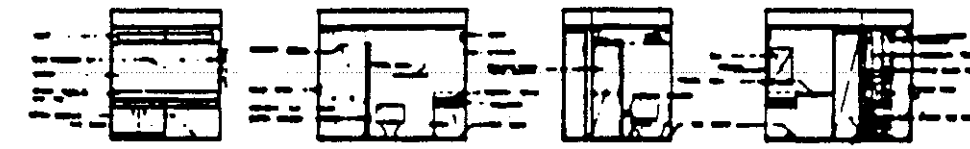
ANDREW BERRY JOHN ASSOCIATES  
ARCHITECTS/PLANNERS



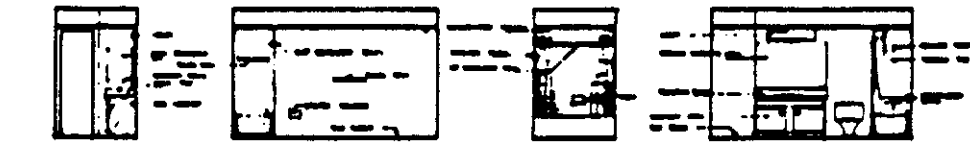
1-2 ELEVATIONS OF BATHROOM IN THE BEDROOM APT



1-3 ELEVATIONS OF BEDROOM IN THE BEDROOM APT



1-4 ELEVATIONS OF BEDROOM IN THE BEDROOM APT



1-5 ELEVATIONS OF BEDROOM IN THE BEDROOM APT

• 1/4 BATHROOM ELEVATIONS •



1-6 ELEVATIONS OF KITCHEN IN THE BEDROOM APT

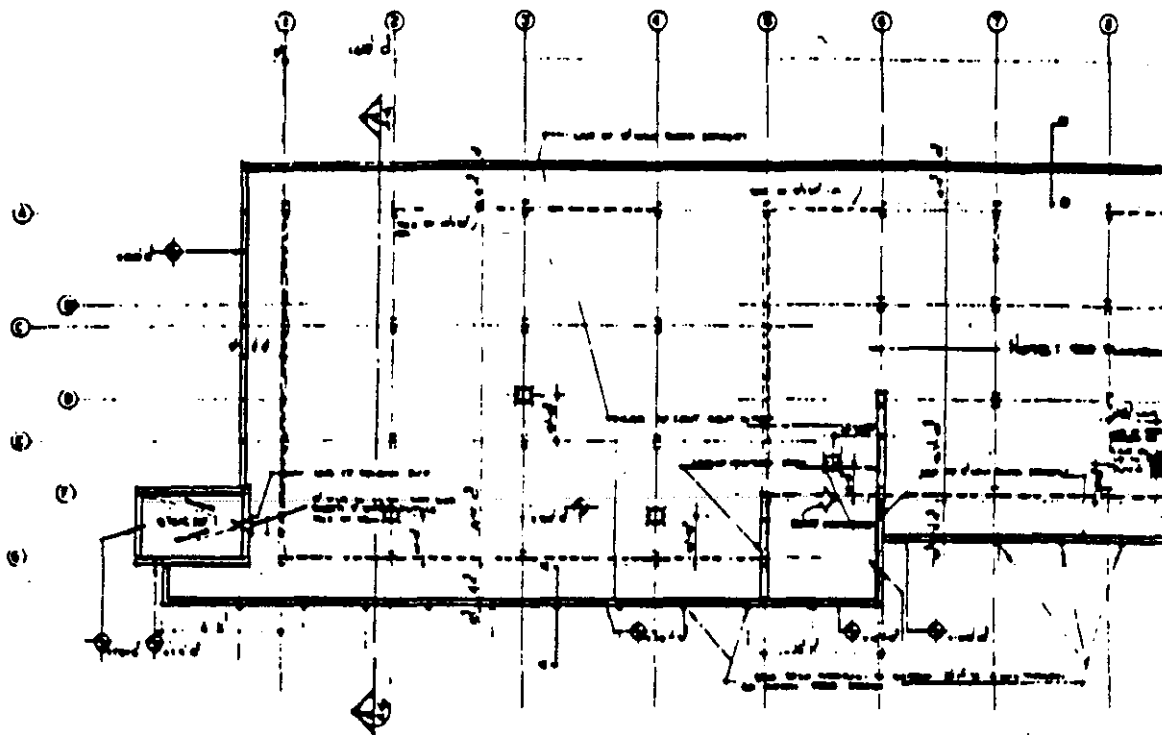


1-7 ELEVATIONS OF KITCHEN IN THE BEDROOM APT

• 1/4 KITCHEN ELEVATIONS •

1-8  
TYPICAL APARTMENT  
PLAN

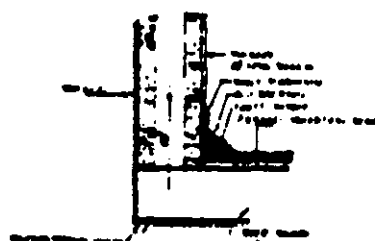
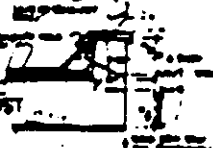
APT. LAYOUT - BATH  
ROOM & KITCHEN ELEVATIONS



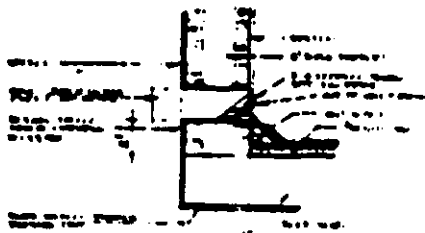
GENERAL NOTES:  
 1. ALL ROOFING SHALL BE AS SHOWN ON THE ROOF PLAN.  
 2. ALL ROOFING SHALL BE 1/2" THICK CONCRETE.  
 3. ALL ROOFING SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.  
 4. ALL ROOFING SHALL BE FINISHED WITH A 2" THICK LAYER OF ASPHALT.  
 5. ALL ROOFING SHALL BE FINISHED WITH A 2" THICK LAYER OF ASPHALT.  
 6. ALL ROOFING SHALL BE FINISHED WITH A 2" THICK LAYER OF ASPHALT.  
 7. ALL ROOFING SHALL BE FINISHED WITH A 2" THICK LAYER OF ASPHALT.  
 8. ALL ROOFING SHALL BE FINISHED WITH A 2" THICK LAYER OF ASPHALT.

• 1/8" ROOF PLAN - NORTH PORTION •

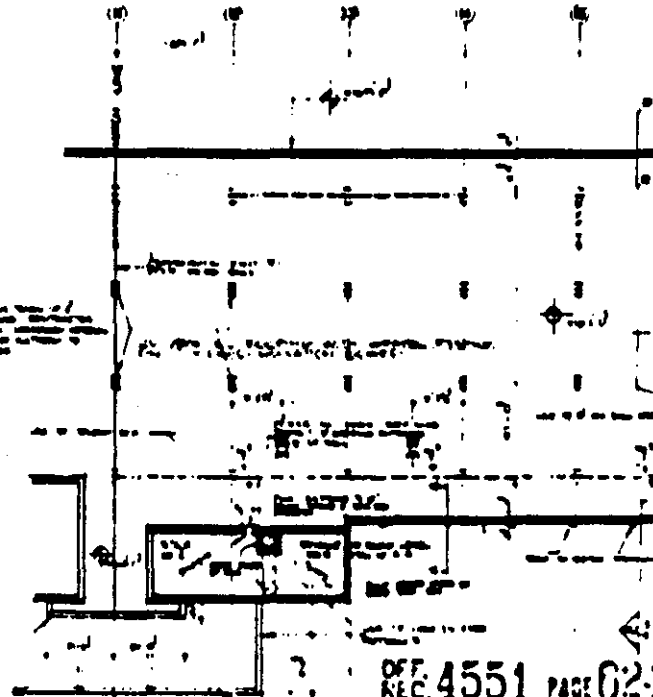
DETAIL OF CONC CURB TO EXHAUST FAN

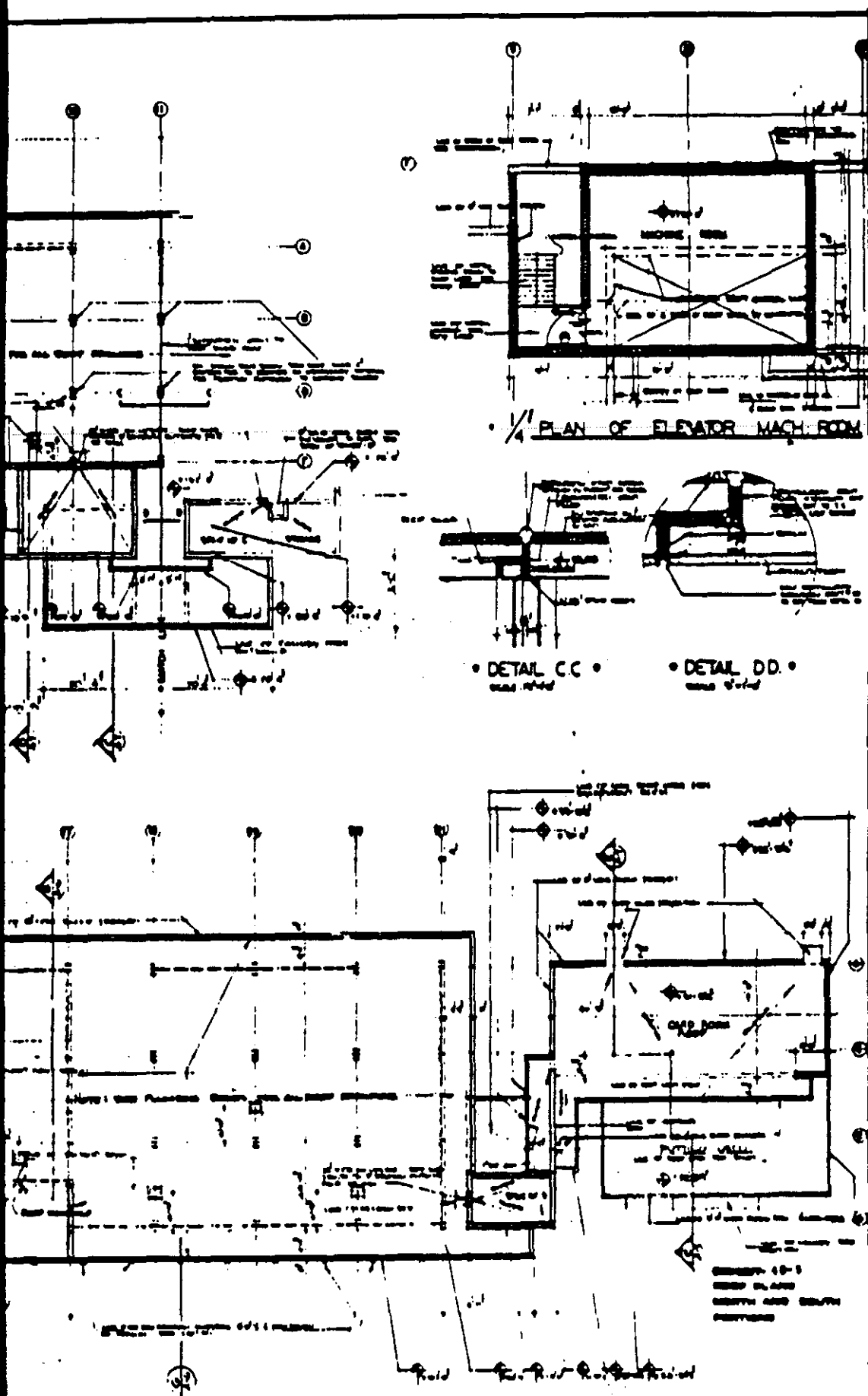


• DETAIL B •



• DETAIL A •





BRADSHAW, GIBNEY, JOHNSON & ASSOCIATES  
ARCHITECTS/PLANNERS

1/4 PLAN OF ELEVATOR MACH. ROOM

• DETAIL C.C. •  
SEE REF'D

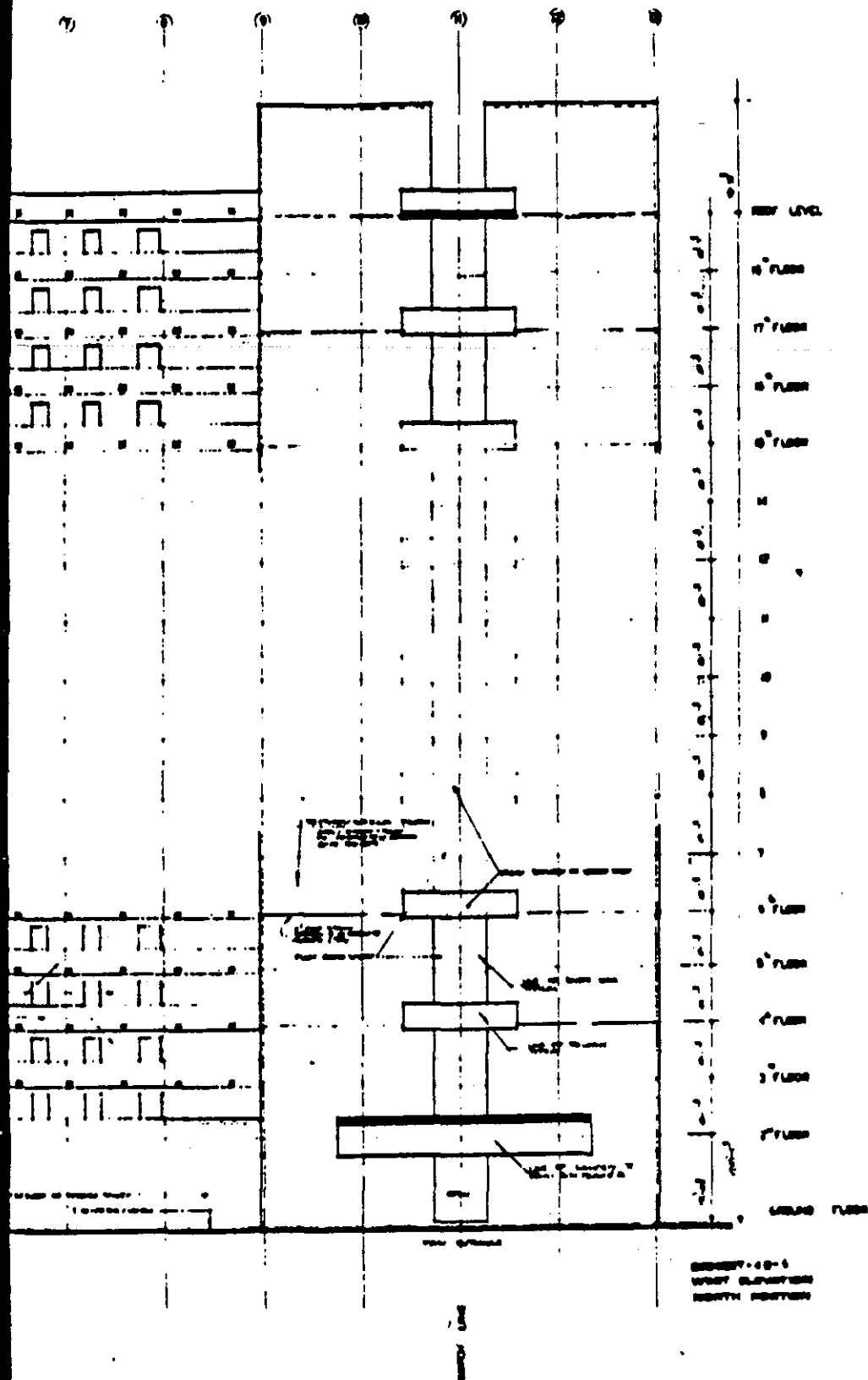
• DETAIL D.D. •  
SEE REF'D

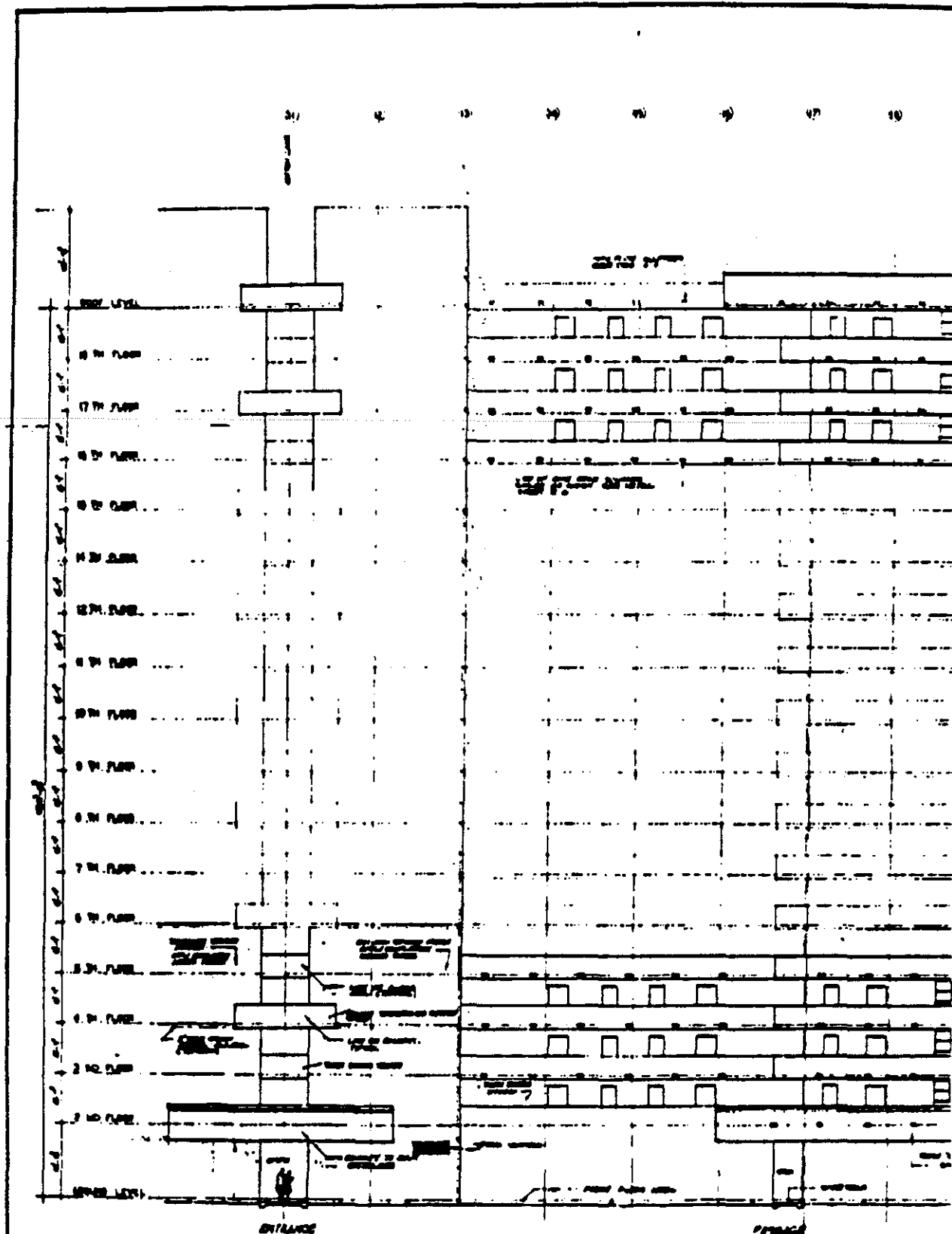
ROOF PLAN - NORTH &  
SOUTH PORTION.





OFF. REC. 4551 JUL 16 27





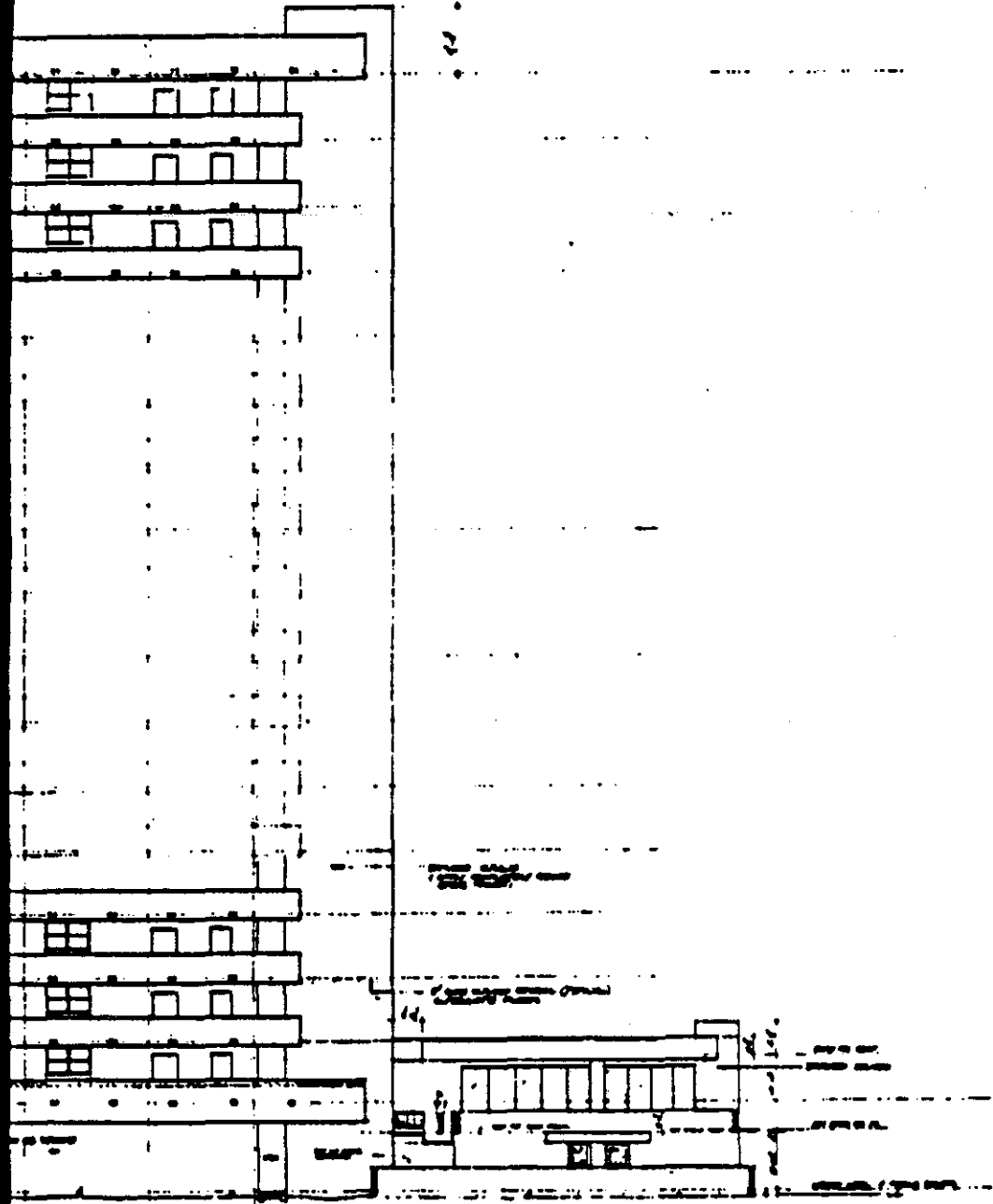
WEST ELEVATION - SOUTH PORTION

OFF. REC. 4551 PAGE 028

ARNOLD BENNETT JOHN ASSOCIATES  
 ARCHITECTS/PLANNERS  
 1000 15th Street, N.W.  
 Washington, D.C. 20004

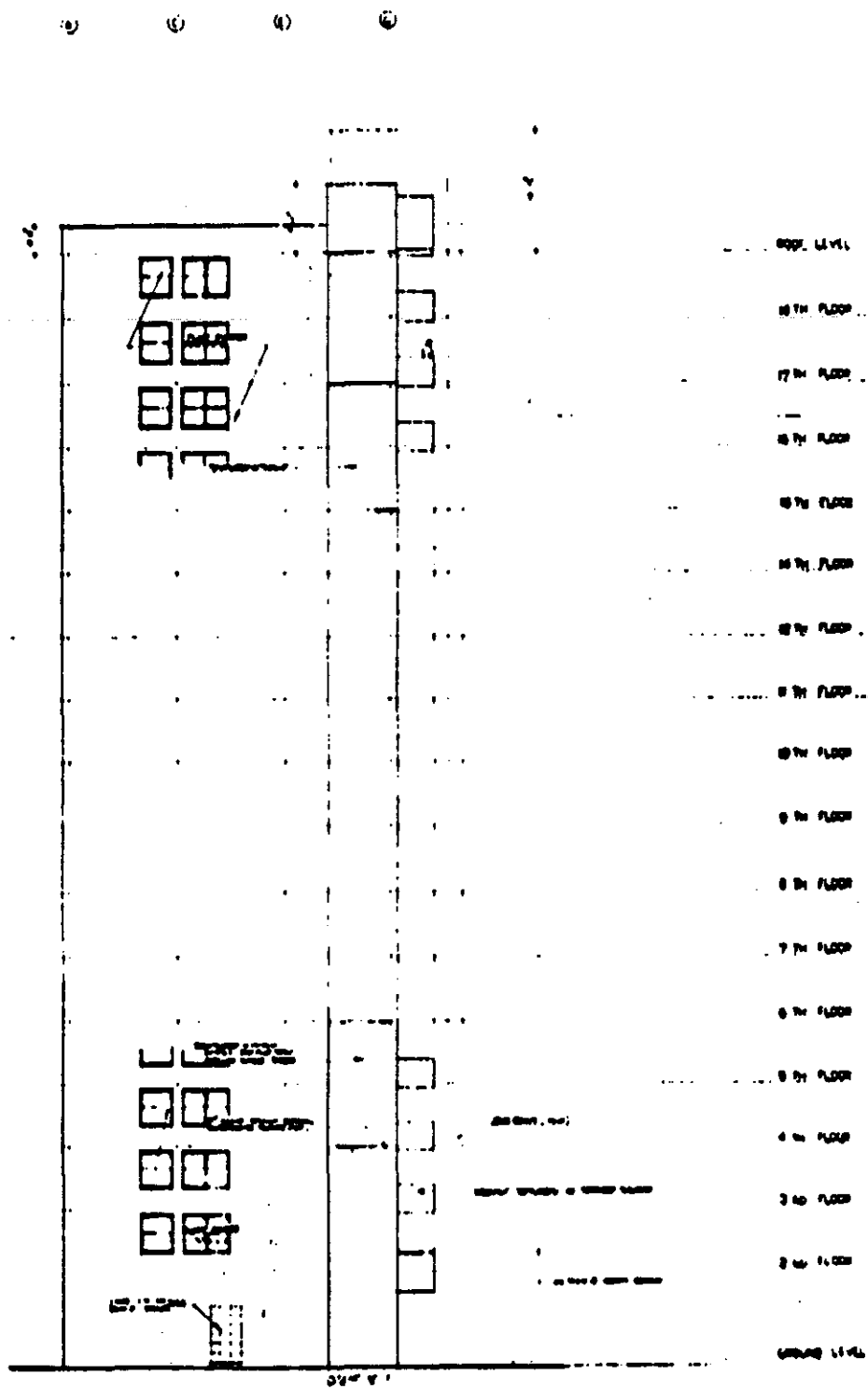
WEST ELEVATION  
 SOUTH PORTION

1000 15th Street, N.W.  
 Washington, D.C. 20004

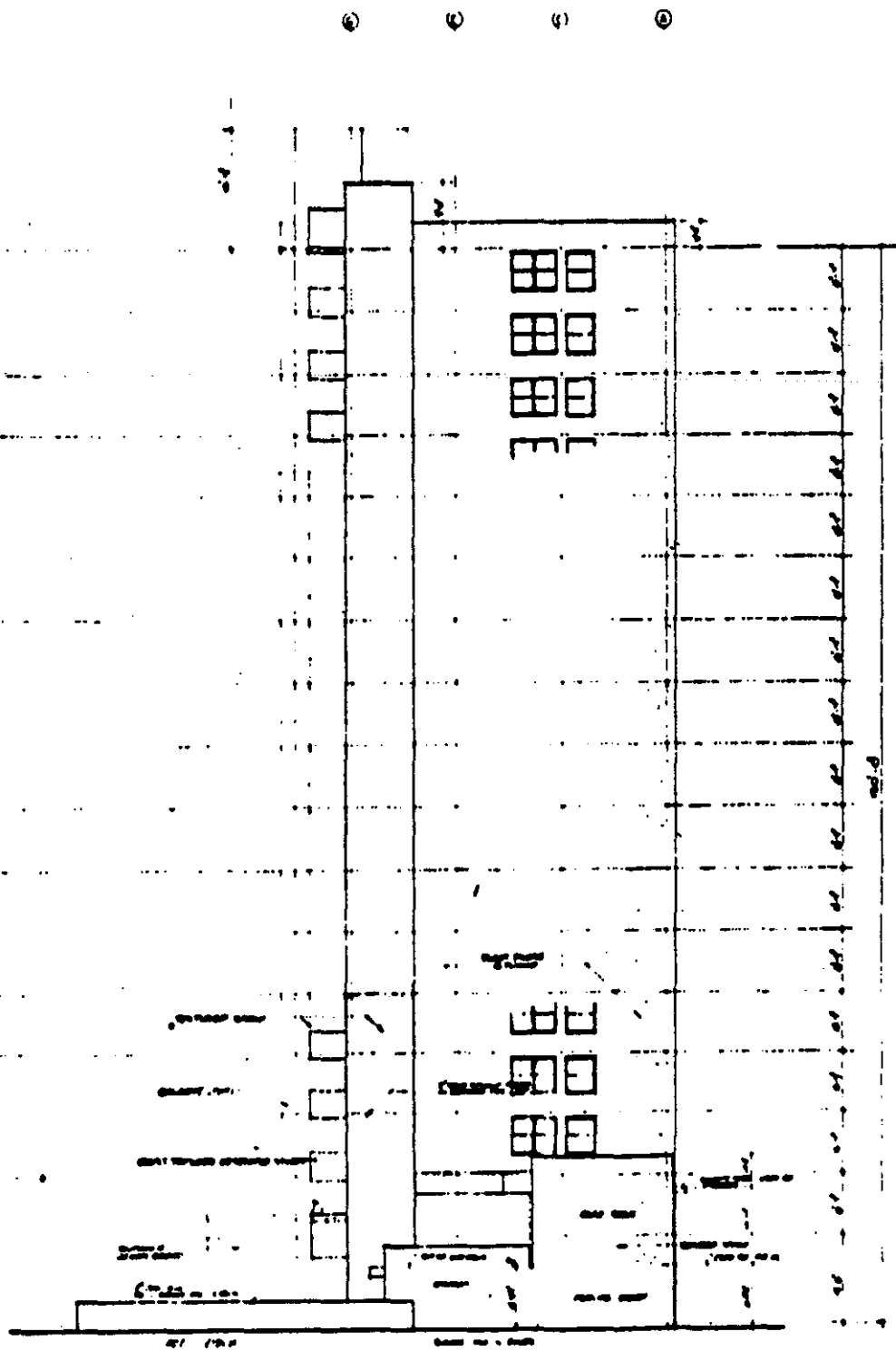


SOUTH PORTION  
 WEST ELEVATION

DEC 4551  
 DEC 62



ARADEN BENNETT JOHN ASSOCIATES  
ARCHITECTS / PLANNERS



• SOUTH ELEVATION •

NORTH & SOUTH  
ELEVATION

A-12

OFF 4551 Mac 631

ROOF LEVEL

1<sup>st</sup> FLOOR

2<sup>nd</sup> FLOOR

3<sup>rd</sup> FLOOR

4

5

6

7

8

9

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11

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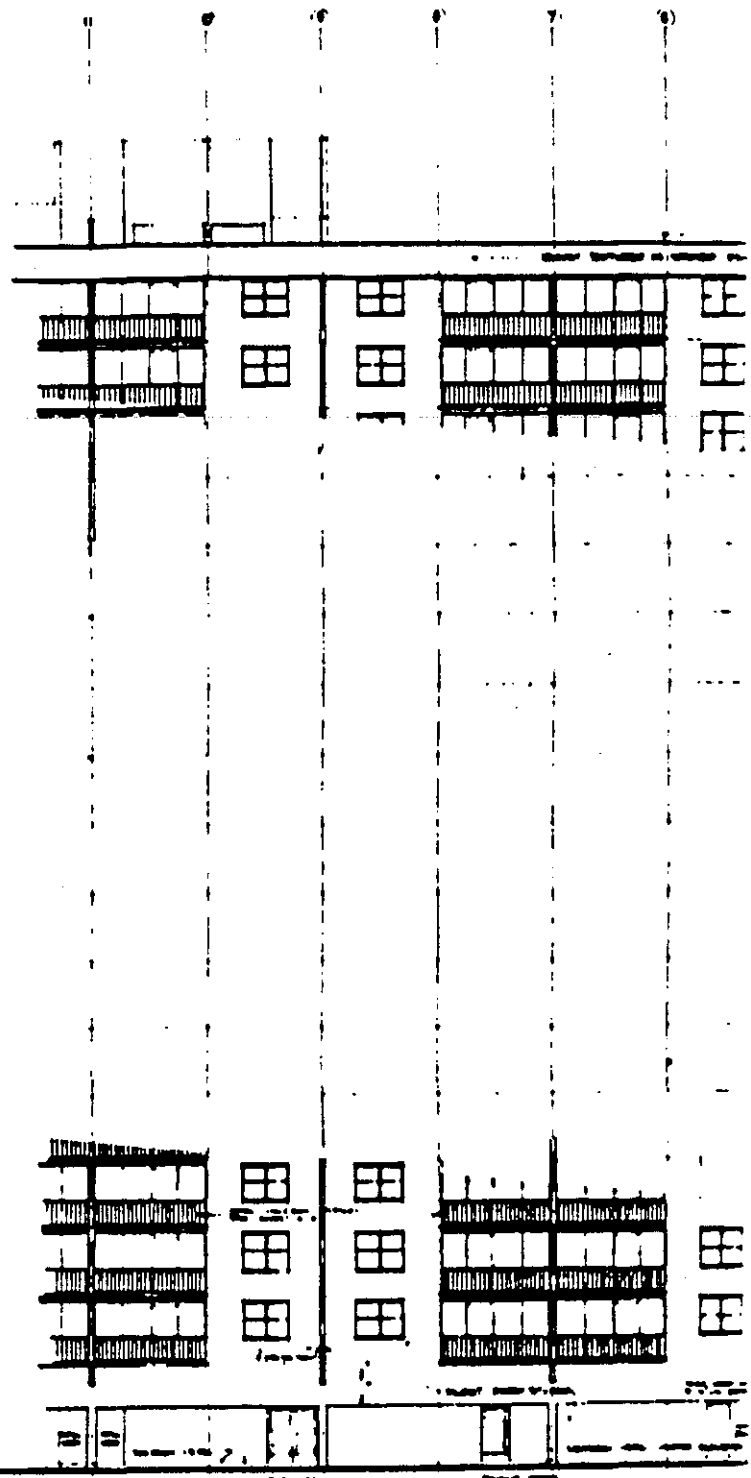
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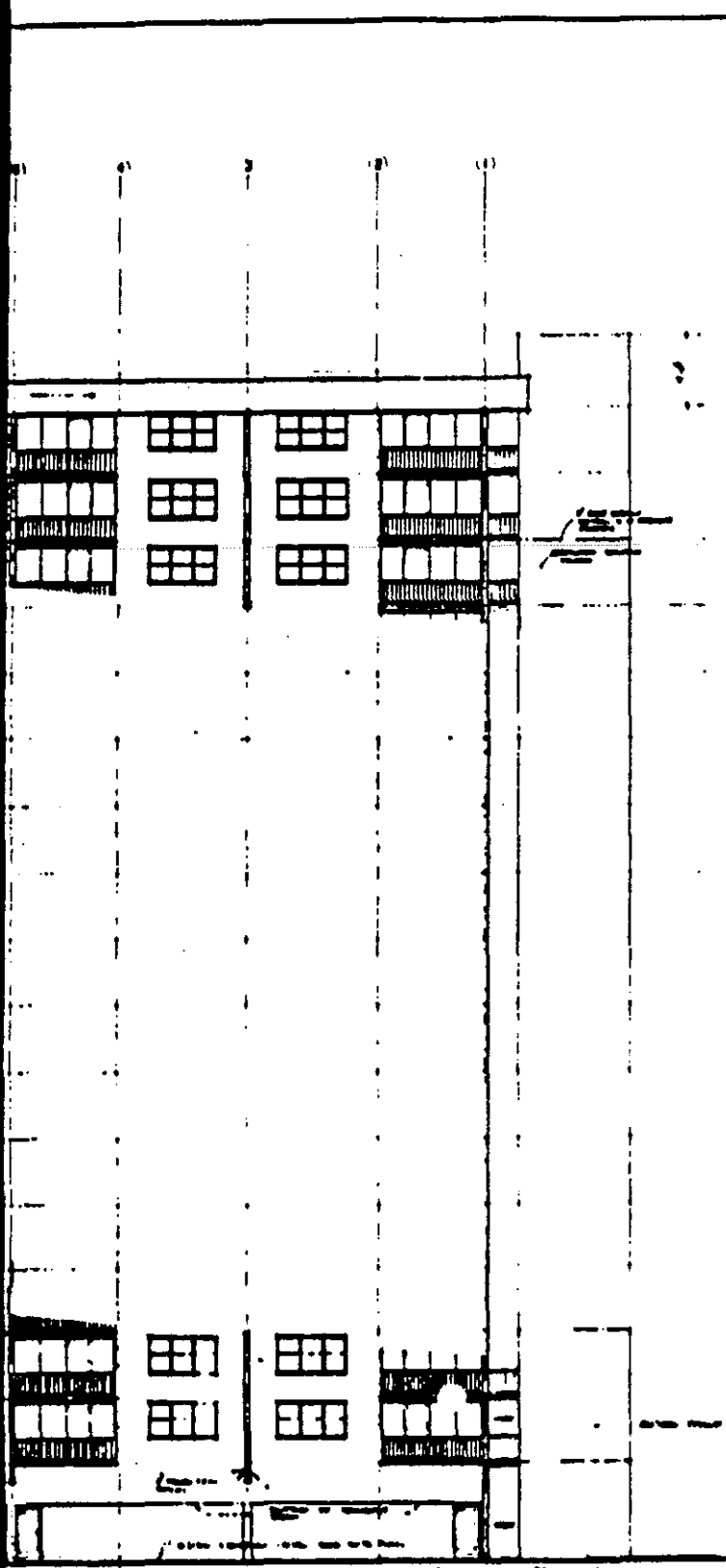
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22



• EAST ELEVATION - NORTH PORTION •



ABRAHAM BENNETT JOHN ASSOCIATES  
ARCHITECTS/PLANNERS  
1000 UNIVERSITY AVENUE, SUITE 200, ANN ARBOR, MI 48106-1500

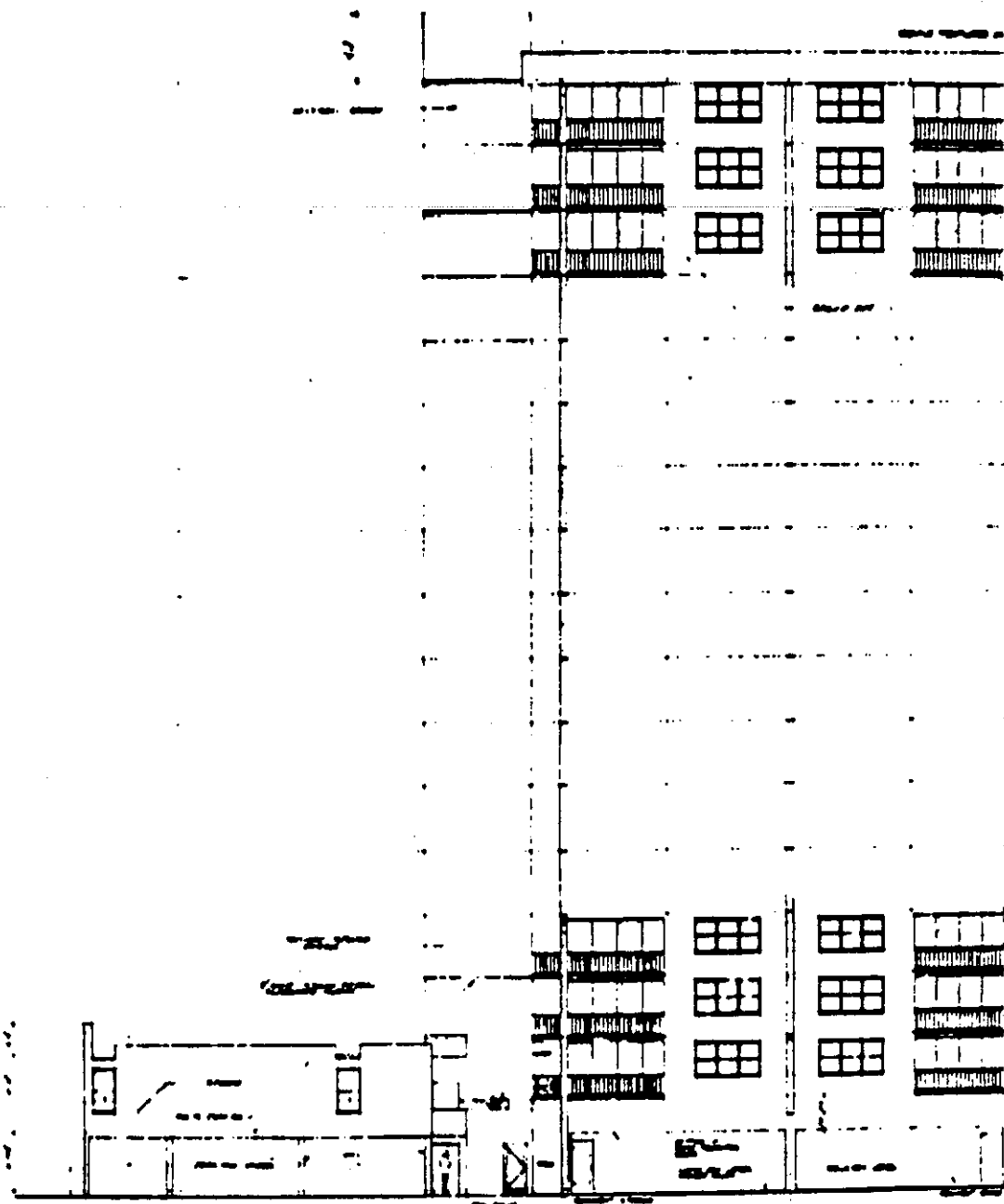
EAST ELEVATION  
NORTH PORTION

SECTION 10-1  
EAST ELEVATION  
NORTH PORTION

DATE: 10/1/00  
BY: J. BENNETT  
A-13

000000000000

73



• EAST ELEVATION - SOUTH PORTION •

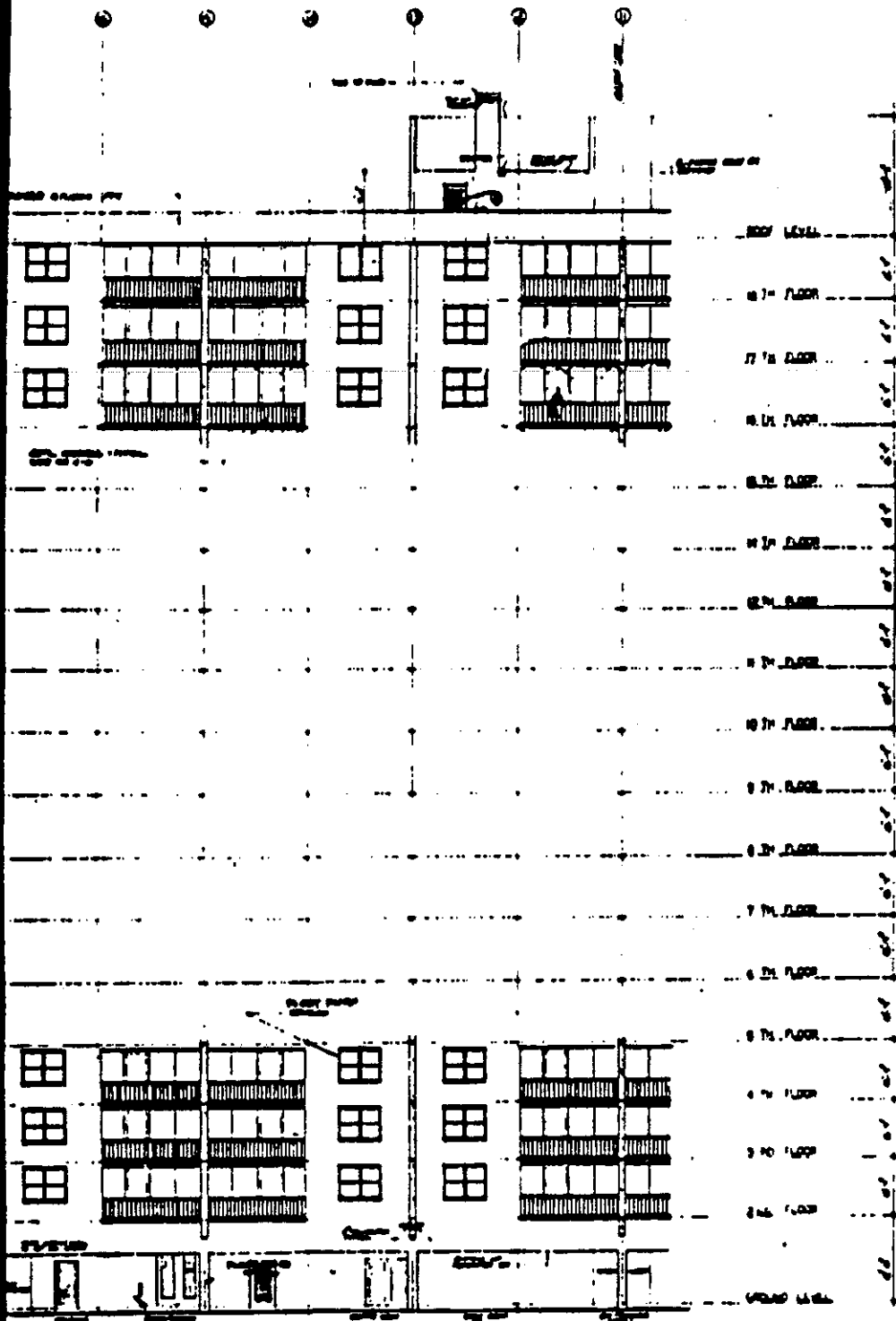


ABRAHAM BENNETT JOHNS ASSOCIATES  
ARCHITECTS/PLANNERS

EAST ELEVATION  
SOUTH PORTION

5/26

Sheet No. 1 of 1  
A-14



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REC 4551 PAR 635