



PARLIAMENT TOWERS CONDOMINIUM, INC.

**Amended and Restated  
Declaration of Condominium of Parliament House  
By-Laws  
Articles of Incorporation**

Enclosed you will find Legal papers commonly known as our **Documents**. On November 27, 2018, owners voted to accept the enclosed amended Declaration of Condominium and By-Laws. The Articles of Incorporation remain un-amended. (The three documents are separated by colored papers.)

Today you are signing that you have received these documents. It is important to keep them. If you lose or misplace them, our office will charge you or your heirs a \$50 fee to replace these documents. The papers are 3-hole punched so that you can insert them into a binder. Please trash any previous copies of these documents to avoid confusion. Thank you.

Board of Directors  
Parliament Towers



**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
PARLIAMENT HOUSE, A  
CONDOMINIUM**



This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQ.**  
Becker & Pollakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Ft. Lauderdale, FL 33301

**CORRECTIVE CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF PARLIAMENT HOUSE, A CONDOMINIUM  
AND THE BY-LAWS OF PARLIAMENT TOWERS CONDOMINIUM, INC.**

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WHEREAS, the Declaration for the Creation of a Condominium Pursuant to The Condominium Act, Chapter 711, Florida Statutes 1965 for Parliament House, a Condominium has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book 4235 at Page 770; and

WHEREAS, the By-Laws of Parliament Towers Condominium, Inc. are attached as an Exhibit thereto; and

WHEREAS, a Certificate of Amendment to the Declaration of Condominium of Parliament House, a Condominium and By-Laws of Parliament Towers Condominium, Inc. containing the Amended and Restated Declaration and the Amended and Restated By-Laws was recorded in the Public Records of Broward County, Florida, on December 19, 2018, at Instrument #115513803; and

WHEREAS, there was a clerical error in citing the Official Record Book in which the original Declaration was recorded; it was listed as Official Record Book 7235 and should have been Official Record Book 4235; and

WHEREAS, there was a clerical error in the Amended and Restated Declaration, specifically in Article 16, Section 16.6, in that a portion of the language as recorded reads as follows:

*All leases must be for a minimum term of three (3) months and a maximum term of twelve (12) months.*

when it should properly read as follows:

*All leases must be for a minimum term of six (6) months and a maximum term of twelve (12) months.*

; and

WHEREAS, the Association hereby records this Corrective Certificate of Amendment to correct the errors and attaches hereto the corrected Amended and Restated Declaration.

NOW, THEREFORE, the undersigned hereby certify that the aforementioned Amended and Restated Declaration is a true and correct copy of the amendments as amended by the membership.

WITNESS my signature hereto this 7<sup>th</sup> day of February, 2019, at Pompano Beach, Broward County, Florida.

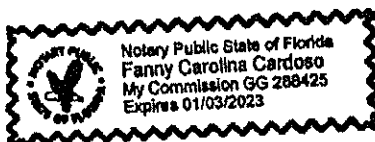
PARLIAMENT TOWERS CONDOMINIUM, INC.

Tony Timmons  
Witness  
Tony Timmons  
(PRINT NAME)

By: Stuart Siegel  
Mary Beth McCabe, President  
STUART SIEGEL

James Keszko  
Witness  
James Keszko  
(PRINT NAME)

Attest Loraine Feitelson  
Loraine Feitelson, Secretary



STATE OF FLORIDA :  
COUNTY BROWARD :

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2019, by Mary Beth McCabe and Loraine Feitelson, as President and Secretary, respectively, of **Parliament Towers Condominium, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

[Signature] (Signature)

Fanny Cardoso (Print Name)  
Notary Public, State of Florida at Large

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
PARLIAMENT HOUSE, A CONDOMINIUM**

**NOTE:** This document is a substantial rewording of the Declaration of Condominium executed by Developer on June 16, 1970, recorded on June 17, 1970, at Official Records Book 4235, Page 770, of the Public Records of Broward County, as amended to this date (hereinafter the "Original Declaration"), as amended by amendment dated June 20, 1975, and recorded on August 6, 1975, in Official Records Book 6293, Page 871; as amended by amendment dated July 2, 1979, and recorded on July 25, 1979, in Official Record Book 8345, Page 789; as amended by corrective amendment dated December 24, 1979, and recorded on January 10, 1980, in Official Record Book 8664, Page 438; as amended by amendment dated January 11, 1984, and recorded on January 19, 1984, in Official Record Book 11419, Page 143; as amended by amendment dated February 27, 1984, and recorded on March 12, 1984, in Official Record Book 11538, Page 785; as amended by amendment dated May 8, 1985, and recorded on May 15, 1985, in Official Record Book 12538, Page 748; as amended by amendment dated July 7, 1986, and recorded on July 15, 1986, in Official Record Book 13559, Page 361; as amended by amendment dated October 4, 1993, and recorded on October 7, 1993, in Official Record Book 21225, Page 0525; as amended by amendment dated March 17, 2008, and recorded on March 27, 2008, in Official Record Book 45220, Page 355; as amended by amendment dated March 27, 2009, and recorded on April 9, 2009, in Official Record Book 46121, Page 1328; as amended by amendment dated April 27, 1009, and recorded on May 20, 2009, in Official Record Book 40243, Page 1813; as amended by amendment dated March 15, 2013, and recorded on April 1, 2013, in Official Record Book 49654, Page 1821; as amended by amendment dated May 14, 2015, and recorded on May 22, 2015, as Instrument #113006552; All Exhibits to the Original Declaration and all amendments thereto shall be deemed to be incorporated herein.

**1. INTRODUCTION AND SUBMISSION.**

- 1.1 The Land. The real property comprising this Condominium located in Broward County, Florida, is more particularly described in Exhibit "A" to this Declaration.

The foregoing shall hereinafter be referred to as the "Land".

- 1.2 Submission Statement. The Developer submitted the Land and all improvements thereon to the Condominium form of ownership and use in the manner provided for in the Florida Condominium Act.

1.3 Name. The name by which this Condominium is to be identified is PARLIAMENT HOUSE, A CONDOMINIUM (hereinafter called the "Condominium").

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

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

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

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

2.4 "Association" or "Condominium Association" means PARLIAMENT TOWERS CONDOMINIUM, INC., a not-for-profit Florida Corporation, the entity responsible for the operation and maintenance of the Condominium.

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

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

2.7 "Building" means the structure situated on the Condominium Property in which the Units are located.

2.8 "By-Laws" mean the Amended and Restated By-Laws of the Association, as they are amended from time to time.

2.9 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners or other persons appointed by the Board or the President to make recommendations to the Board or otherwise to take action on behalf of the Board.



- 2.10 "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.
- 2.11 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property and Association Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property and Association Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common Expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, social activities, road maintenance and operation expenses, and may include in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of communications services as defined in Chapter 202, Florida Statutes, information services, including but not limited to, internet service and cable television service obtained pursuant to a bulk contract shall also be a Common Expense, but shall be allocated on a per Unit basis, and shall not include any other separate obligations of individual Unit Owners.
- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.14 "Condominium Property" means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership by the Original Declaration, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.15 "County" means the County of Broward, State of Florida.
- 2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

- 2.17 "Developer" means the entity identified in the Original Declaration as Developer.
- 2.18 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.19 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.
- 2.20 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in Section 3.4 of this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Section 7 of this Declaration which is not located within the Unit boundaries, as defined in Section 3.4 of this Declaration, shall be Limited Common Elements.
- 2.21 "Member" means an Owner who, or which, is a member of the Association.
- 2.22 Recreation and Parking Lease means the ninety-nine year lease covering the parcel of property, the legal description of which is set forth in Exhibit E to this Declaration and made a part hereof, that simultaneously with the construction of the Building being submitted to condominium ownership by this Declaration, leased to the Association certain recreation and parking facilities and other facilities constructed by the Developer on the lands described in said Exhibit D to this Declaration.
- 2.23 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.24 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Unit.
- 2.25 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

**3. DESCRIPTION OF CONDOMINIUM.**

- 3.1 General Description. The Condominium Property consists of one (1) Building together with other facilities as more particularly set forth in the plans and drawings of Exhibits B and C to this Declaration.

The Buildings contain four hundred thirty-two (432) Condominium Units. No Unit bears the same identifying number as any other Unit. The location, dimensions, and Unit numbers of each Condominium Unit can be found in the plans and drawings of Exhibit A to this Declaration.

- 3.2 Survey and Plot Plans of Condominium Property. The survey of the Condominium Property showing the lands, the Building, and other improvements thereon, together with plot plans is attached as Exhibit A to this Declaration.

- 3.3 Plans and Specifications. The improvements upon the land are constructed substantially in accordance with the plans and specifications.

- 3.4 Unit Boundaries. The Owner of the respective Unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium Units nor shall the Owner be deemed to own pipes, wire, conduits, or other public utility lines running through their 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 Unit Owner, however, shall be deemed to own the walls and partitions which are contained in the Owner's respective Condominium Unit and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc. The balconies which are accessible from the individual Units shall be owned in their entirety by the respective Unit Owner.

- 3.5 Limited Common Elements. Limited Common Elements shall mean and comprise that portion of the Common Elements assigned or reserved for the exclusive use of a particular Unit or Units as an appurtenance thereto, as set forth in Exhibit A to this Declaration and in Section 2.20 above, and as Section 2.20 above is applied to those portions of the Condominium which are not within the Unit boundaries for which the Unit Owners are responsible for maintenance, repair and replacement under Section 7 of this Declaration.

After the filing of this Declaration each Unit was assigned the exclusive right to use one (1) automobile parking space. Such parking spaces and any additional parking spaces assigned by the Developer or subsequently by the Association are Limited Common Elements appurtenant to the Unit to which assigned. Such parking spaces shall be used only by the Owner of such Unit and such Owner's guest and invitees. Upon the transfer of the title to a Unit, the Limited Common Element parking spaces shall pass as an appurtenance thereto. Parking spaces which were not assigned by the

Developer or the Association are part of the Common Elements and their use may be regulated by the Association.

Any Owner may, with written notice to the Association, sell and assign the exclusive use of the Unit's parking space to another Unit in the Condominium, provided that no such assignment may leave the Unit without the exclusive use of at least one Limited Common Element parking space appurtenant to his or her Unit and provided that no Unit may accumulate the right to the exclusive use more than two Limited Common Element parking spaces.

3.6 Easements. Subject to the Association's authority to suspend use rights hereunder and under the Act, the following easements are hereby created (in addition to any easements created under the Act):

- (a) Perpetual Nonexclusive Easement. Subject to Section 18.4 of this Declaration, the Common Elements shall be, and the same are hereby declared to be subject to a perpetual easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.
- (b) Settlement or Movement of Improvements. In the event that any Unit shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.
- (c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said 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.
- (d) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or

may interfere with or impair, the provisions of such utility or other services or drainage facilities or the use of these easements. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

- (e) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (f) Maintenance Easement. The Association shall have an easement to enter a Unit for the maintenance, repair and replacement of the Common Elements. Such access to a Unit shall be with notice to the Unit Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency.

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

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

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

- 5.1 Percentage Ownership and Shares. Each Unit shall have, as an appurtenance thereto, an undivided percentage interest in the Common Elements and a percentage share of the Common Expenses and Common Surplus, as set forth in Exhibit A to this Declaration.

5.2 Voting. An Owner or Owners of a Unit shall be entitled to one (1) vote in all matters requiring a membership vote.

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

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

6.1 Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

6.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed by either two-thirds (2/3) of the Board of Directors of the Association or by a written petition signed by at least one-fourth (1/4) of the Members of the Association. Except as elsewhere provided, this Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium, called in accordance with the By-Laws, by the affirmative vote of a majority of the participating members, present in person or by proxy, at a meeting at which a quorum is established, or by written agreement provided a quorum participates. Such amendment shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording data identifying this Declaration, and said certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this Condominium. This certificate shall become effective upon its being recorded in the Public Records of Broward County, Florida.

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

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, as defined in Article III(A)(1) hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within or serving only that Unit, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning equipment (wherever situated), and everything else within the boundaries of the Unit except to the extent the Association is specifically responsible therefore under Section 7.3 below. The Unit Owner shall also maintain, repair and replace, at his, her or its sole cost and expense, all portions of any hurricane shutters that the Unit Owner may install, upon prior written approval of the

Association, including such portion of the Common Elements, if any, to which the hurricane protection is attached, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutters if necessary or required in order for the Association to discharge its obligations hereunder, except painting the exterior surfaces of the shutters, which shall be performed by the Association at Common Expense.

7.2 Specific Unit Owner Responsibilities.

- (a) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air-conditioning and heating systems serving only his or her particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines, and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section 3 below. Notwithstanding the foregoing, the Association may enter into a service contract for all air conditioning and heating systems serving any portion of the Condominium Property, with the cost of the service contract being paid for at Common Expense, provided, however, that each individual owner shall be responsible for any maintenance, repair or replacement not covered by the service contract.
- (b) Each Unit Owner shall be permitted, but not obligated, to install hurricane protection in the form of impact resistant glass windows and sliding glass doors. The Board may adopt rules and regulations prescribing guidelines for such installations, including specifications for permitted products. Any Owner installing impact resistant glass windows and doors at his or her own expense or at the expense of a prior Owner of the Unit may receive a credit against his or her share of any Assessment levied for the installation of impact resistant glass windows and sliding glass doors in the walls bounding other Units, but not for his or her share of any Assessment for such an installation on Common elements or Association Property, and such a credit shall only be given if the Owner's impact resistant glass windows and sliding glass doors meet the requirements of the building code in effect at the time of the Association's installation.
- (c) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide utility service to his Unit. All Unit Owners are required to install water/leak detection alarms

- (d) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the circuit breaker box within or serving the Unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit. This responsibility shall include all outlets and outlet covers in the Unit and within the Limited Common Element balcony appurtenant to the Unit pursuant to such guidelines as the Board may adopt and amend from time to time.
- (e) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the Unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line. Drain lines which serve only a single Unit which are located, in whole or in part, within a load bearing wall or load bearing slab shall be maintained, repaired or replaced, as necessary, by the Association at the expense of the Owner of the Unit served by such drain lines.
- (f) Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (g) All maintenance, repair or replacement for which the Unit Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.
- (h) All floors in all Units, shall be constructed in accordance with rules promulgated by the Association or the municipality so as to abate the noise which may be created and transmitted to the Units or Common Areas of the Condominium. All hard floor surfaces must have approved noise abatement.

7.3 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, at Common Expense, for:



- (a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property;
- (b) All portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, or boundary walls of Units;
- (c) All windows, screens, doors, sliding glass doors, and, except as otherwise provided in this Declaration and applicable law, all fixtures on the exterior of the buildings;
- (d) All floor and ceiling slabs, including, but not limited to, the slabs of all terraces and balconies;
- (e) All conduits, chases, chase areas, ducts, plumbing, air-conditioning (not including any compressor, air handler or other components identified in Section 7.2[a] above which serve only one particular Unit;
- (f) Wiring and other facilities for the furnishing of utility services which are contained in the aforementioned portions of the Condominium;
- (g) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;
- (h) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit;
- (i) All air conditioning supply pipes, return pipes and ball valves serving the Common Elements and the Units, as well as the air conditioning riser pipes;
- (j) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;
- (k) All property owned by the Association;
- (l) The exterior surface of all Unit entry doors;
- (m) All incidental damage caused to a Unit by such work up to a maximum of \$1,000.00 per Unit (unless caused by negligent or intentional misconduct for which the Association is responsible, in which case no limitation shall apply).

- (n) The Association may, but is not obligated to, enter into service contracts at Common Expense to provide for inspection and maintenance and repair of portions of the Condominium Property which are the responsibility of the Unit Owner under this Section 7.

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

- 7.4 Pest Control. The Association shall supply pest control services for the exterior perimeter of the Buildings and all the Common Elements, with the cost thereof being part of the Common Expenses. If any building must be "tented" or otherwise treated in a manner that requires the Owners to vacate their Units, the Association shall only be responsible for the cost of the actual tenting or other treatment, and not for incidental expenses of any displaced Unit Owners. The Association shall provide pest control services for the Units at Common Expense.

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

There shall be no individual alterations or capital improvements to the Common Elements or Association Property involving a Common Expense in excess of three percent (3%) of the budget, including operating expenses and reserves, in effect at the time the alteration is made, nor shall there be cumulative alterations or capital improvements to the Common Elements or Association Property within a fiscal year involving a cumulative Common Expense in excess of six percent (6%) of the budget, including operating expenses and reserves, in effect at the time the alteration is made, unless the same shall be approved by the affirmative vote of a majority of the participating members, present in person or by proxy, at a meeting at which a quorum is present. Any alterations or capital improvements involving a Common Expense up to but not in excess of the aforementioned thresholds, may be approved by the Board of Directors at a properly noticed meeting of the Board of Directors.

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

- 9.1 Prohibited Alterations. Subject to Section 9.2 below, no Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property.

- 9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Unit or to the Limited Common Elements appurtenant to his or her Unit which is structural in nature, or which impacts the Common Elements in any way or can be seen from the Common Elements, including, but not limited to, any work which involves materially piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, installs a decorative flooring surface on a balcony, terrace or patio, which relocates, modifies or installs new electrical, plumbing, telephone or any other utility line, or which requires the issuance of a permit from a governmental or regulatory authority or agency, without the prior written consent of the Board of Directors. No Owner may place, affix or install any carpeting on the floor of the Limited Common Element balconies, terraces and porches. No Owner may place any other personal property on any balcony, terrace or porch without prior written approval from the Board. No Owner may install, affix or place any personal property, decoration or finish or decorative surface on any portion of the Limited Common Element balconies, terraces and porches, except as specifically permitted in writing by the Board of Directors or as specified in such rules as may be made and amended from time to time by the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent, except that failure to respond to a request for an alteration which is not permitted by the terms of this Declaration shall not be deemed consent. The Board may condition the approval on the payment of such fees and charges and the posting of such deposit as the Board deems reasonably necessary. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance,

repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.2(h) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense. The Board may also impose deposit requirements for Unit Owner alterations hereunder and may impose such additional rules on Unit Owner alterations which are not inconsistent with the terms of the Declaration.

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

9.4 Notwithstanding any other provisions of this Declaration, adjoining Units owned by the same Owner may be combined into a single living space, subject to the requirements in Sections 9.2 and 9.3 above and such other terms, conditions and requirements as the Board of Directors, in their discretion, may impose.

10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

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

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. Unit Owners shall be required to provide the Association with any and all keys and alarm or security codes necessary to access the Unit and all portions thereof for the foregoing purposes. If the Owner fails to provide a key or fails to provide a replacement key when any lock is added or changed, the Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access, and the Unit Owner shall be liable for any costs incurred by the Association in obtaining access. The Unit Owner shall be given advanced notice of any non-emergency access.
- (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property.
- (c) The power to acquire or convey title to real property (excluding Units in the Condominium) and to mortgage real property upon the approval of not less than sixty-six and two-thirds percent (66 2/3%) of the participating members, present and voting, in person, by proxy or by any other lawful means, at a members meeting at which a quorum is present or by written agreement, provided a quorum participates in the vote by written agreement.
- (d) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired.

- (e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (h) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph (c) of this Article 10.1.
- (j) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (k) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner or other third party being granted a right to such exclusive use.
- (l) All of the powers which Association not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the Exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-

Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its Exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 10.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 10.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

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

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

**12. COLLECTION OF ASSESSMENTS.**

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

**12.2 Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record



Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 12.7 below.

- 12.3 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid assessments against the Unit. Except to the extent limited by the Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.
- 12.4 First Mortgagee. A First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from

all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

- 12.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.
- 12.6 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 12.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.
- 12.8 Set Off. Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.
13. INSURANCE. Insurance covering portions of the Condominium Property shall be governed by the following provisions (other than title insurance):
- 13.1 Authority to Purchase; Named Insured. The Association shall purchase such insurance policies upon the Condominium and Association Property as shall be required by the Act. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense, as well as all other real and personal property located within the boundaries of the Unit which is excluded from the coverage to be provided by the Association as set forth in the Act. All policies acquired by an Owner shall provide that the coverage afforded thereunder is excess over the amount recoverable under any other policy covering the same property and which shall be without rights of subrogation against the Association.
- 13.2 Coverage.

- (a) Property. All Buildings and Improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined by the Board of Directors in the manner required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. All personal property included in the Common Elements shall be insured for its value, as shall be determined annually by the Board of Directors of the Association. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Coverage shall afford protection against:
  - (i) "All Risk" or "Special Form" causes of loss including damage caused by windstorm;
  - (ii) Such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings and other Condominium and Association Property; and
  - (iii) Coverage shall be based upon Replacement Cost as determined by an independent insurance appraisal obtained or updated as required by the Act.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the insured property or adjoining driveways and walkways, or any work, matters or things related to the insured property, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice-versa; such coverage shall be in such amounts as shall be required by the Board of Directors of the Association, but with combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, with a minimum of a Two Million Dollar (\$2,000,000.00) general aggregate.
- (c) Worker's Compensation Insurance to meet the requirements of law or as the Board may determine reasonable and appropriate.
- (d) Property Insurance, Liability Insurance, Worker's Compensation and Other Mandatory Insurance, when applicable, regarding the Improvements and Buildings, as well as such other insurance on said

property, as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

- (e) Flood Insurance, if building and improvements are located within a federally designated "Special Flood Hazard Area" in an amount equal to the lesser of i) the replacement cost of the building and improvements, or ii) the maximum limits available under the National Flood Insurance Program.
- (f) Fidelity Insurance covering all Directors, Officers and employees of the Association and managing agents who handle Association funds, if any, in the amount required by the Act.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

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

13.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

13.4 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares:

- (a) Common Elements. Proceeds on account of damage to Common Elements: an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his or her Unit.

- (b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
  - (i) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association;
  - (ii) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his or her Unit.
- (c) Mortgagee. In the event a mortgage endorsement has been issued as to a Unit, the original policy of which shall be held for the mortgagee, the share of the Unit Owner as their interests may appear shall be held in trust for the Unit Owner and any mortgagee; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

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

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

policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

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

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

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

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

15. **CONDEMNATION.**

15.1 **Deposit of Awards with Association.** The taking of portions of the Condominium Property by the exercise of the power of eminent domain

may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

- 15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere specifically provided herein.
- 15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce any Assessment for such costs and charges in the manner provided in accordance in Section 12 of this Declaration for the enforcement of Assessments.
  - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if a mortgagee endorsement has been submitted to the Association, the remittance being made payable

jointly to the Owner and such mortgagees in the manner provided in such mortgagee endorsement.

- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the allocated percentage in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced by multiplying such allocated percentage by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:

- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
- (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

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

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

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



(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Units. This shall be effected by restating the shares of continuing Unit Owners as follows:

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

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

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

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

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common

Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

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

- 16.1 **Occupancy.** Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) natural persons who may or may not be related by blood, marriage or adoption, living together as a single housekeeping unit, as well as their children, grandchildren, parents, mothers-in-law or fathers-in-law, and the spouses of the aforementioned persons.

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

A guest shall be considered any occupant who is not a Unit Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family, as defined above. However, any guest who occupies a Unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the Owner or approved tenant in residence, shall be subject to screening as a renter. Guest occupancy in the absence of the Unit Owner or approved tenant by persons other than members of the Unit Owner's or approved tenant's family, as defined above, shall be limited to a total of fifteen (15) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the Unit by any guest in the absence of the Owner or approved tenant, the owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, the anticipated date of arrival, and the anticipated date of departure.

No Unit may be divided or subdivided into smaller Units nor any portion sold or otherwise transferred. No Unit may be converted to the "time share" form of ownership, nor may title to a Unit be held by more than two (2) individuals with or without spouses.

- 16.2 **Pets.** Unit Owners shall not keep any pets or animals on any portion of the Condominium Property except that birds in cages and tropical fish in fish tanks may be kept within the individual Condominium Unit (but not on any balconies which are part of the Unit).

- 16.3 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.4 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.
- 16.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be permitted on the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection.
- 16.6 Leasing. No portion of a unit may be leased. A unit shall not be leased without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association may disapprove any lease of a unit on any reasonable grounds, including, but not limited to, the bases for good cause set forth in Section 17.3 of this Declaration. No unit owner may lease his or her unit more than once in a twelve (12) month period, measured from the commencement of the most recent prior lease. No unit owner may lease his or her unit during the first thirty-six (36) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased unit owner, or units acquired by the Association, or transfers to add a member of the owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first thirty-six (36) months of ownership shall commence upon expiration of the lease. All leases must be for a minimum term of six (6) months and a maximum term of twelve (12) months. The granting or listing of Units for occupancy pursuant to exchanges or swaps or other short term rental programs through entities such as AirBnB or for any form of consideration is prohibited. No rooms

may be leased and no transient tenants accommodated. A unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a uniform form of lease be used, said form to be provided by the Association. The lease shall include a provision granting the Association authority and standing to evict any lessee of a unit owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a lease, such approval of a lease shall not release the unit owner from any obligation under this Declaration. Regardless of whether or not expressed in the applicable lease, if any, a unit owner shall be jointly and severally liable with his, hers or their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a unit. Subleases are prohibited.

When a unit is leased, a tenant shall have all use rights in the common elements otherwise readily available for use generally by unit owners, including the use of the parking space assigned to the unit, and the owner of the leased unit shall not have such rights. The exclusive use rights of the Lessee shall extend for the full term of any approved lease, unless the lease is terminated due to the death of the tenant or adequate proof of a work transfer involving the tenant. Nothing herein shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by a unit owner and a tenant of Association property and common elements is prohibited.

- 16.7 Signs. No "For Sale", "For Rent", "Open House" or other signs or other advertising shall be maintained or displayed on any part of the Association Property, Common Elements, Limited Common Elements, or Units.
- 16.8 Antennas. No television or radio antennas or towers of any nature shall be erected on any part of the Condominium Property or the exterior of any Building, except to the extent such installations must be permitted by federal law or except to the extent such installations are approved as an alteration to the Common Elements as provided in Sections 8 or 9 hereof. The Board is empowered to adopt rules and regulations regarding the installation of television or radio satellites or antennas consistent with any applicable federal law in order to preserve and protect the Condominium Property from damage and to address legitimate safety objectives.

- 16.9 Limitations on Ownership. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a Corporation, partnership or other entity of any kind except for trusts, trustees of trusts or Corporations or other entities where all of the stock or ownership interests are owned by the members of a single family, as defined above, and where such trust or Corporation or other entity was formed for the purpose of estate or financial planning.

Prior to the approval of a transfer of a Unit to a trust or permitted entity, no more than two (2) persons shall be designated as the primary occupant(s). The primary occupant(s) shall have the rights and obligations of a Unit Owner in Association operations under this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations, and applicable law. The primary occupant and all proposed occupants, both at the time of acquisition and at all times while the trust or permitted entity owns the Unit, are subject to approval hereunder as tenants and shall have the rights of tenants as regards occupancy of the Unit. The primary occupant may not be changed more than once in any twelve (12) month period measured from the last such change. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to Section 16.9 regarding occupancy of Units owned by trusts or permitted entities. Title to a Unit may not be held in the name of more than two (2) natural persons and such persons must be members of the same family, as that term is defined hereinabove. No person or permitted entity may own an interest, directly or indirectly, jointly or individually, in more than two (2) Units in the Condominium. This provision is not applicable to the acquisition of Units by the Association.

- 16.10 Parking. The following guidelines shall apply with regard to permitted and prohibited vehicles on the Condominium Property (including, without limitation, any assigned or unassigned parking spaces):

- (a) ONLY passenger automobiles, station wagons, motorcycles, sport utility vehicles, passenger vans and pickup trucks not exceeding one-half (1/2) ton capacity may park on the Condominium or Association Property.
- (b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the Condominium Property, except as provided by sub-paragraph (c) below:
  - (i) Commercial vehicles of any type, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g.,

church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes;

- (ii) Vans, other than passenger vans (passenger vans must have windows on all body panels and be designed and used primarily to transport passengers, not cargo);
- (iii) Limousines or "stretch" limousines;
- (iv) Trucks of any type, including, but not limited to, pick-up trucks in excess of one-half (1/2) ton capacity of whatever nature, and any other vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without, the term cargo bed being specifically intended to refer to those vehicles with a bed exposed to the elements or covered by a top (as an after-market device) which are designed, manufactured marketed or sold primarily for the purpose of carrying cargo rather than passengers;
- (v) Agricultural vehicles;
- (vi) Dune buggies;
- (vii) Any trailer or other device transportable by vehicular towing;
- (viii) Semis, tractors or tractor trailers;
- (ix) Buses;
- (x) Travel trailers;
- (xi) Boats and boat trailers with or without boats;
- (xii) Vehicles which are not fully mechanically operable or not currently licensed or registered for use;
- (xiii) Recreational vehicles;
- (xiv) Mobile homes or mobile houses;
- (xv) Truck mounted campers attached or detached from the truck chassis;
- (xvi) Motor homes or motor houses;

- (xvii) Motor vehicles not having any bodies whatever, or incomplete buggies;
  - (xviii) Swamp buggies; and
  - (xix) Passenger automobiles that have been converted for racing.
  - (xx) Pods or other storage units or receptacles, except to the extent the Board of Directors adopts Rules and Regulations permitting temporary parking or placement of such units or receptacles.
- (c) While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.
- (d) All vehicles parked on the property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.
- (e) Notwithstanding anything herein to the contrary, but subject to subparagraph (c) above, no vehicle or other device shall be permitted to park on Condominium or Association Property for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated. The Board of Directors may make and amend Rules and Regulations regarding the permissible dimensions of vehicles parked on the Condominium or Association Property.
- (f) Each vehicle shall be required to be registered with the Association and each Owner shall provide to the Association such information as may be reasonably required, which shall include, but not be limited to, ownership, registration, and insurance information. The Association may also adopt such additional Rules and Regulations as the Board shall determine to be appropriate, which may include, without limitation, a requirement that each vehicle permanently display a decal or other type of identification readily visible outside of the vehicle, that vehicles park in a head in manner, and regulation of parking of additional or other vehicles not specifically permitted herein by the Owners or other residents, as well as parking by guests, licensees, invitees, employees, agents or contractors.

16.11 Employees and Servants. No employees, servants, customers, or patrons of a Unit Owner shall be allowed either to use any of the facilities which are

Common Elements or to use any of the property owned or operated by the Association.

- 16.12 Smoking. Smoking on the Condominium Property, including all portions of the Common Elements and on all portions of the Association Property is strictly prohibited, except that smoking of substances which are legally permitted in Florida is permitted on balconies and the interior of the Units, but only with the use of smoke mitigation devices, which may be required in the Rules and Regulations as the same may be amended from time to time. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco, marijuana or other products used in a device for such purpose, including not limited to cigarettes, cigars, pipes, hookahs, bongs and any other lighted tobacco or other product. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited.

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

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

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



- 17.2 Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.
- 17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to subsection 2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.
- (a) Approval. In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.
- (b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to subsection 2 hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application

within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this subsection 3.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations, or;
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or
- (4) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (5) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in this Condominium as a lessee, guest, owner or occupant of a Unit; or
- (6) The applicant fails to comply with the requirements of subsection 2 of this 17.
- (7) No transfer of title will be approved if, at the time of the application or at any time prior to the time approval is to be

granted, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

- 17.4 Leasing. The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable.
- 17.5 Mortgage Approval and Subordination. All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage.
18. **COMPLIANCE AND DEFAULT**. Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all Exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners or residents or guests, including, but not limited to, repair after casualty under Section 14 hereinabove, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his or her family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and

attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Section 12 hereof.

- 18.2 Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under Sections 7, 9, 13 and 16 hereof or fails to observe and comply with any other provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Section 12 hereof.
- 18.3 Fines. In addition to all other remedies provided hereunder, in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.
- 18.4 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.
- 18.5 Suspension of Voting Rights. In addition to the remedies provided in Section 12 hereof and by applicable law, the Association may suspend the voting rights of any Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.

- 18.6 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.
- 18.7 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 18.8 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 18.9 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.
19. TERMINATION. The Condominium may be terminated in the manner provided in the Condominium Act.
20. RESTRICTIONS AND EASEMENTS. The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the

Condominium. The Unit Owners of this Condominium do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

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

22. **ADDITIONAL PROVISIONS.**

22.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, unless another manner of delivery is specifically required by the Condominium Act or this Declaration or the By-Laws. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

22.2 **Interpretation.** The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation

adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

- 22.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto and to the Original Declaration, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 22.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 22.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 22.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 22.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

22.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

22.11 Recreation and Parking Lease. The Recreation and Parking Lease shall be deemed to have been entered into for the benefit of the Unit Owners and the rent reserved to the Lessor and the other monies required therein to be paid by the Association are declared to be Common Expenses which shall be shared and undertaken by each Unit Owner in accordance with his or her share of Common Expenses as set forth in Exhibit D to the Original Declaration. Each Unit Owner, his or her heirs, personal representatives, successors, and assigns shall be bound by said lease to the same extent and effect as if he or she had executed said lease for the purposes therein expressed including but not limited to:

1. Subjecting all of his or her right, title, and interest in and to his or her Condominium Parcel of which he is the Owner to the lien rights granted to the Lessor under the provisions of said lease.
2. Adopting, ratifying, and consenting to the execution of said lease by the Association.
3. Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by Unit Owners in the cases provided therefor in said lease.

The Association is appointed and shall always be the agent in fact for each and every Unit Owner for the purposes provided in said lease to do and perform each and every act or thing required of Unit Owners in said lease and to consent to and execute any and all documents if necessary to effectuate any and all provisions of said lease.



pared by and returned to:

Becker & Poliakoff, P.A.  
Kenneth S. Direktor, Esquire  
1 East Broward Blvd., Suite 1800  
Fort Lauderdale, FL 33301

#### SCRIVENER'S AFFIDAVIT

WHEREAS, the undersigned is an attorney at law licensed to practice in the State of Florida; and

WHEREAS, the undersigned prepared a certain document entitled "Certificate of Amendment to the Declaration of Condominium of Parliament House, a Condominium and the By-Laws of Parliament Towers Condominium, Inc.." filed in the Public Records of Broward County, Florida at Instrument No. 115513803; and

WHEREAS, through error or inadvertence of the Scrivener, the Official Record Book cited for the original Declaration was listed as 7235, but should have been 4235; and

WHEREAS, through error or inadvertence of the Scrivener, Section 16.6 of the Amended and Restated Declaration contains the following language: *All leases must be for a minimum term of three (3) months and a maximum term of twelve (12) months.* The language should read: *All leases must be for a minimum term of six (6) months and a maximum term of twelve (12) months.*

WHEREAS, the scrivener has attached a true and correct copy of the above-referenced Amended and Restated Declaration.

NOW THEREFORE, the Affiant says as follows:

1. The Official Record Book at which the original Declaration was recorded is corrected to Official Record Book 4235;
2. Attached hereto is a true and correct copy of the Amended and Restated Declaration with the corrected language in Section 16.6.

Page 1 of 2

LAW OFFICES  
BECKER & POLIAKOFF, P.A.  
1 EAST BROWARD BLVD., SUITE 1800, FT. LAUDERDALE, FL 33301  
TELEPHONE (954) 987-7550

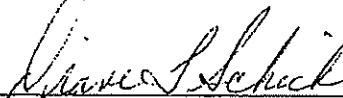
Further Affiant sayeth not.



Kenneth S. Direktor, Esquire  
Florida Bar Number 444091  
Becker & Poliakoff, P.A.

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 7th day of February 2019, by Kenneth S. Direktor. He is personally known to me.



Notary Public



My commission expires: \_\_\_\_\_

Page 2 of 2

LAW OFFICES  
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1 EAST BROWARD BLVD., SUITE 1800, FT. LAUDERDALE, FL 33301  
TELEPHONE (954) 987-7550

ACTIVE: P00369/201786:11917884\_1

**AMENDED AND RESTATED  
BY-LAWS  
OF  
PARLIAMENT TOWERS  
CONDOMINIUM, INC.  
A FLORIDA NOT-FOR-PROFIT  
CORPORATION**



**AMENDED AND RESTATED  
BY-LAWS  
  
OF  
  
PARLIAMENT TOWERS CONDOMINIUM, INC.  
  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

---

**NOTE:** This document is a substantial rewording of the original text of the By-Laws attached to the Declaration of Condominium executed by Developer on June 16, 1970, recorded on June 17, 1970, at Official Records Book 4235, Page 770, of the Public Records of Broward County.

**ARTICLE 1**

**GENERAL**

1.1 **The Name.** The name of the Corporation shall be PARLIAMENT TOWERS CONDOMINIUM, INC., hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Corporation shall be at 405 North Ocean Boulevard, Pompano Beach, FL 33062, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **Identity.** These By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") for the purpose of administering, operating and managing Parliament House, a Condominium.

1.4 **Definition.** As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Parliament House, a Condominium ("Declaration"). Any terms not defined in the Declaration shall have those definitions established by the Condominium Act.

**ARTICLE 2**

**MEMBERSHIP AND VOTING PROVISIONS**

2.1 **Membership.** Membership in this Association shall be limited to record owners of Units in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be authorized to attend meetings.

If Unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity shall designate a representative or an individual officer or employee to exercise its rights as a Member.

**2.2 Voting Rights.** On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declaration. Said votes shall be exercised or cast in the manner provided by the Declaration and these By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Unless otherwise set forth in the Declaration of Condominium, the Articles of Incorporation, herein or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement.

**2.3 Quorum.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of one-third (1/3) of the Voting Interests of the Association shall constitute a quorum. A quorum is not required for elections pursuant to Section 4.2 hereof.

**2.4 Voting Procedure.** Votes may be cast in person, by written agreement, by proxy or by any other means permitted by law. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

**2.5 Designation of Voting Member.** If a Unit is owned by one or more persons, their right to vote shall be established by the record title to the Unit and any one of them may cast the vote for the Unit. If a Unit is owned by a trust or, to the extent permitted by the Declaration, another entity, it may designate the representative, officer, employee, agent or the designated primary occupant (designated pursuant to Section 16.9 of the Declaration) as the person entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by a trust or other permitted entity, such certificate is not on file with the Secretary of the Association, the Voting Member shall be considered to be the designated primary occupant or any one of the designated primary occupants. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

### ARTICLE 3

#### **MEMBERSHIP MEETINGS**

3.1 **Place.** All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notices.** It shall be the duty of the Secretary to send by regular mail, hand delivery or electronic transmission a notice of each annual or special meeting to each Unit Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. The Board may adopt a rule to provide that, in lieu of posting notice of a members' meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. All notices shall be mailed, hand delivered or sent by electronic transmission to the address last furnished to the Association by the Unit Owner as it appears on the books of the Association to each Unit Owner. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, shall be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with Florida law. Notice of specific meetings may be waived in writing before or after the meeting.

3.3 **Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held on the last Tuesday of January at 7:00 p.m. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meeting.** Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing one-fourth (1/4) of the total voting interests in the Association. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members Without a Meeting.** Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of Members may be taken by written agreement without a meeting, signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by

written agreement shall be done in accordance with the provisions of the applicable Statute, as same may be amended from time to time.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

3.7 **Order of Business.** The order of business at annual Members' meetings and as far as practical at other Members' meetings, shall be:

- A. Calling to order by President;
- B. Appointment of inspectors of election;
- C. Election of directors;
- D. Calling of the roll and certifying of proxies;
- E. Proof of notice of the meeting or waiver of notice;
- F. Reading and disposal of any unapproved minutes;
- G. Reports of officers;
- H. Reports of committees;
- I. Unfinished business;
- J. New business;
- K. Adjournment.

## **ARTICLE 4**

### **DIRECTORS**

4.1 **Membership.** The affairs of the Association shall be managed by a Board of Directors of seven (7) Directors. Only the record title holder or the spouse or domestic partner of a record title holder of a Unit shall be eligible to hold the office of Director of the Association.

4.2 **Election of Directors.** Election of directors shall be conducted in the following manner:



A. Election of directors shall be held at the annual Members' meeting.

B. The Board of Directors shall be elected by written ballot (which may be cast in written form or by electronic voting) or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies, except for vacancies caused by the recall of a majority of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. There shall be no quorum requirement; provided, however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election.

C. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at his or her last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

E. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than thirty-five (35) days before the election. The Association is not liable for the contents of the information sheets prepared by the candidates. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

F. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall

indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

G. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominium Act.

H. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(I) below shall be collected by the Association and shall be transported to the location of the election. An impartial committee of persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Residential Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(I) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association for such time period as may be required by the Act. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

I. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021(10), Florida Administrative Code.

J. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage eligible and qualified persons to become candidates for the Board.

K. The provisions of Paragraphs (B) through (J) of this Section 4.2, are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021, Florida Administrative Code. In the event such Statute or Code is repealed, the Board shall determine the procedure for elections of directors. In the event said Statute or Code is amended, these By-Laws shall be deemed automatically amended to comply with any such changes.

L. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

M. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

4.3 **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of such organizational meeting; which notice specifically incorporates an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency.

4.4 **Term.** Beginning with the next election following the recordation of these By-Laws, the directors shall serve two (2) year staggered terms, with four (4) Board members elected in even numbered years and three (3) Board members elected in odd numbered years.

4.5 **Recall.** Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board may be

called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a director shall be further governed by the applicable provisions of the Act and the Florida Administrative Code, as same may be amended from time to time.

**4.6 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, or electronic mail, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and only those committee meetings which committees have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously at the Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a regular Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature and estimated amount of any such assessments. The right of a Member to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

**4.7 Special Meetings.** Special meetings of the directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of three (3) of the directors. Notice of the meeting shall be given personally or by mail, telephone, facsimile, or electronic mail, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each

Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a special Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature and estimated amount of any such assessments. The right of a Member to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

**4.8 Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**4.9 Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes. A director of the Association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A director of the association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may meet by telephone conference and those attending by telephone conference may be counted toward a quorum and may vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation of those Board members attending by telephone may be heard by the Board and any other person attending the meeting.

**4.10 Adjourned Meetings.** If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time

until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 **Presiding Officer.** The presiding officer of the directors' meetings shall be the President, his or her designee or, in the absence of the President, the Vice-President or his or her designee. In the absence of the President or Vice-President, the directors present shall designate one of their number to preside or designate the attorney of the Association or a representative of the Association's management company to act as chairman.

4.12 **Order of Business.** The order of business at directors' meetings shall, to the extent practical, be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

4.13 **Compensation.** Directors shall not be entitled to compensation for their services. No director, officer or manager required to be licensed under Florida Statutes Section 486.432 shall solicit, offer to accept, or accept any thing or service of a value for which consideration has not been provided for his or her own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Florida Statutes Section 718.501(1)(d).

4.14 **Resignation.** Any Board member may resign at any time at a Board or members' meeting or by written resignation, delivered to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

4.15 **Committees.** Any committee formed for the purpose of assisting in the promulgation of a budget or any committee that is delegated the authority to take final action on behalf of the Association or any other committee where the Board may by resolution require it, shall conduct its meetings in accordance with the procedural

requirements applicable to Board of Directors' meetings, set forth in Section 4.6 hereof. All other committee meetings shall be exempt from those requirements.

## **ARTICLE 5**

### **POWERS AND DUTIES**

The Board may exercise all powers and duties of the Association under Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, Articles of Incorporation and By-Laws, except where a vote of the members is specifically required. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

A. Operation, care, upkeep and maintenance of the Common Elements, Association Property, facilities and those portions of the Units for which the Association is responsible under the Declaration.

B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Condominium and Association Property and the Association.

C. Levying and collection of regular and special Assessments for Common Expenses from Unit Owners required to pay same.

D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, Association Property, facilities and those portions of the Units for which the Association is responsible under the Declaration.

E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium and Association Property and facilities.

F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

G. Purchasing, leasing or otherwise acquiring of Units in the name of the Association, or its designee.

H. Purchase of Units at foreclosure or other judicial sales, in the name of the Association or its designee.

I. Selling, mortgaging or otherwise dealing with Units acquired by the Association or its designee.

J. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.

K. Obtaining and reviewing insurance for the Condominium and Association Property.

L. Making repairs, additions and improvements to, or alterations of, the Condominium and Association Property, and repairs to and restoration of the Condominium and Association Property, in accordance with the provisions of the Declaration.

M. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Association.

N. Borrowing money on behalf of the Association when required in the discretion of the Board of Directors in connection with the discharge of any of the Association's rights and obligations under the Declaration, the Articles of Incorporation, these By-Laws or the Act. If any sum borrowed by the Board on behalf of the Association pursuant to authority contained in this subparagraph N is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

O. Contracting for the management of the Condominium and Association Property and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium and Association Property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these By-Laws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaration or the By-Laws.

P. Appointing Committees to assist and make recommendations to the Board on such matters as the Board may determine, to select and/or remove a chairperson for and the members of such Committees, and to define the scope and operating guidelines for such Committees, as well as to disband or dissolve such Committees.

## ARTICLE 6



## **OFFICERS**

6.1 **Executive Officers.** The executive officers of the Association shall be a President, one or more Vice Presidents, Secretary, and Treasurer, all of whom shall be members of the Board and shall be elected by and serve at the pleasure of the 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 Association.

6.2 **Appointive Officers.** The Board may appoint such other officers from among the members as they may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 **Election.** The Board, at its first meeting after each annual meeting of general members, shall elect all officers.

6.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of Members and of the Board, shall exercise the executive powers of the Association and have general supervision over its affairs and other officers, and shall perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board.

6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board. If the Board elects more than one Vice President, the order of succession shall be determined by the Board.

6.7 **The Secretary.** The Secretary or assistant Secretary shall issue notices of all Board meetings and all meetings of Members, shall attend and keep the minutes of same, and shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners as set forth in the Act.

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of the Association's receipts and disbursements, and shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

B. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render an account of all his or her transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. The Treasurer shall collect all assessments and shall report promptly to the Board the status of collections.

D. The Treasurer shall maintain accounting records according to good accounting practices and shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers shall not receive compensation for their services.

6.10 **Resignations.** Any officer may resign at any time at a Board or members' meeting or by written resignation, delivered to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

## ARTICLE 7

### **FINANCES AND ASSESSMENTS**

7.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

7.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 **Determination of Assessments.**

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium and Association Property. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration of Condominium. Assessments shall be payable not less frequently than quarterly and shall be due on the first day of each quarter or month unless otherwise ordered by the Board. Assessments shall be made against Unit Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all Common Expenses. Special

Assessments, if necessary, shall be levied in the manner provided in the Act and shall be payable in the manner determined by the Board. All funds due under these By-Laws and the Declaration are Common Expenses.

B. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in subsection C of this Section 7.3) shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

C. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten (10%) percent of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether assessments exceed one hundred fifteen (115%) percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium and Association Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium and Association Property.

D. The proposed annual budgets of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes. In addition to annual operating expenses and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or

replacement cost exceeds the amount set forth in the Condominium Act, as same may be amended from time to time. The amount to be reserved shall be computed by means of such formula as is set forth in the Act or the Florida Administrative Code, as both may be amended from time to time. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to an adopted budget in which the Members of the Association have determined by a majority vote of those present, in person or by proxy, at a duly called meeting of the Association at which a quorum is established, to provide no reserves or less reserves than those described in this subparagraph. The foregoing shall not prevent the Board from creating such other reserves as may be permitted by the Act or the Florida Administrative Code, as both may be amended from time to time.

E. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Application of Payments and Commingling of Funds.** All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

7.5 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by the Condominium Act.

7.6 **Financial Statements.** The Board shall cause to be prepared financial statements either compiled, reviewed or audited, financial statement or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Condominium Act.

## **ARTICLE 8**

### **OFFICIAL RECORDS**

The Association shall maintain official records as defined in the Act, as same may be amended from time to time, which shall be subject to inspection as provided in the Act.

## ARTICLE 9

### PARLIAMENTARY RULES

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

## ARTICLE 10

### AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

10.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed by either two-thirds (2/3) of the Board of Directors of the Association or by a written petition signed by at least one-fourth (1/4) of the Members of the Association. Except as elsewhere provided, such proposed amendment must be approved by not less than a majority of the participating members, present and voting, in person, by proxy or by any other lawful means, at a members meeting at which a quorum is present or by written agreement, provided a quorum participates in the vote by written agreement.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law . . . for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate any otherwise properly promulgated amendment.

10.3 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Broward County.

## ARTICLE 11

### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

## **ARTICLE 12**

### **LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

## **ARTICLE 13**

### **LIENS**

13.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

13.2 **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his or her Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

13.3 **Notice of Suit.** A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to the Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

13.4 **Effect on Judicial Sale.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

## **ARTICLE 14**

### **CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and of any of the Declaration, the provisions of the Declaration shall prevail.

## **ARTICLE 15**

**CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

**ARTICLE 16**

**ELECTRONIC TRANSMISSION AND ELECTRONIC SIGNATURE**

All transmissions from the Association to the Unit Owners and from the Unit Owners to the Association which, by law, may be done by electronic transmission and/or with the use of an electronic signature, may be sent in that manner.





**ARTICLES OF INCORPORATION  
OF  
PARLIAMENT TOWERS  
CONDOMINIUM, INC.**



**ARTICLES OF INCORPORATION**  
**OF**  
**PARLIAMENT TOWERS CONDOMINIUM, INC.**

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 Florida Statutes, and certify as follows:

**ARTICLE I**

**Name**

The name of the corporation shall be PARLIAMENT TOWERS CONDOMINIUM, INC., a condominium, and shall be hereinafter referred to as the "Corporation."

**ARTICLE II**

The purpose for which the Corporation is organized is as follows:

1. A condominium known as PARLIAMENT HOUSE, a condominium, is being constructed on certain lands located in Broward County, Florida, being more particularly described on Exhibit A attached hereto and made a part hereof by reference, hereinafter called the "Land." This corporation is organized to provide a means of administering the condominium by the owners thereof.

2. The documents creating the condominium are to be recorded in the Public Records of Broward County, Florida.

3. The Corporation shall make no distribution of income to its members, directors or officers.

**ARTICLE III**

The powers of the Corporation shall be governed by the following provisions:

1. The Corporation shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The Corporation shall have all the powers granted to the "Association" by Chapter 711, Florida Statutes 1967.

3. The Corporation shall have all the powers granted to the "Association" by the Declaration of Condominium of PARLIAMENT HOUSE, a condominium, when said Declaration is recorded in the Public Records of Broward County, Florida.

#### **ARTICLE IV**

##### **Members**

The qualifications of members, the manner of their admission and voting by such members shall be as follows:

1. All unit owners shall be members of the Corporation and no other person or entities shall be entitled to membership.

2. Membership in the Corporation shall be established by recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium and the notification in writing to the Corporation of the recording information, the new owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner shall thereby terminate.

3. The share of a member in the funds and assets of the Corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual condominium unit.

4. Members of the Corporation shall be entitled to one vote for each unit owned by each member. Voting rights will be exercised in the manner provided by the By-Laws of the Corporation.

## ARTICLE V

### Directors

1. The affairs of the Corporation will be managed by a Board of not less than three nor more than seven directors, as shall be determined by the By-Laws.

2. Directors of the Corporation shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies of the Board of Directors shall be filled as set out in the By-Laws.

3. The names and addresses of the members of the Board of Directors, who shall hold office until their successors are elected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
ARTHUR SCHEINHOLZ	405 North Ocean Boulevard Pompano Beach, Florida
LOUIS BIANCULLI	405 North Ocean Boulevard Pompano Beach, Florida
LOUIS BIANCULLI, JR.	405 North Ocean Boulevard Pompano Beach, Florida

## ARTICLE VI

### Officers

The affairs of the Corporation shall be administered by officers elected by the members of the Corporation at the annual meeting of the members of the Corporation. The names and addresses of the officers who shall serve until their successors are elected, are as follows:

<u>Name</u>	<u>Address</u>
ARTHUR SCHEINHOLZ Secretary-Treasurer	405 North Ocean Boulevard Pompano Beach, Florida
LOUIS BIANCULLI President	405 North Ocean Boulevard Pompano Beach, Florida

LOUIS BIANCULLI, JR.  
Vice-President

405 North Ocean Boulevard  
Pompano Beach, Florida

## **ARTICLE VII**

### **Indemnification**

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

## **ARTICLE VIII**

### **By-Laws**

The By-Laws of the Corporation shall be those By-Laws set forth in the aforesaid Declaration of Condominium and may be altered, amended or rescinded in the manner provided by the said By-Laws.

## **ARTICLE IX**

### **Amendments**

Amendments to the Articles of Incorporation shall be adopted in the following manner:

These Articles of Incorporation may be amended at any regular or special meeting of the

members of the Corporation, called in accordance with the By-Laws by the affirmative vote of three-fourths (3/4ths) of the members present at subject meeting. Each member shall have the number of votes specified in Article IV of these Articles.

#### ARTICLE X

##### Term

The term of the Corporation shall be the life of the condominium, unless the Corporation is terminated sooner by the unanimous action of its members. The Corporation shall be terminated by the termination of the condominium in accordance with the condominium documents.

#### ARTICLE XI

##### Subscribers

The names and residences of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
ARTHUR SCHEINHOLZ	405 North Ocean Boulevard Pompano Beach, Florida
LOUIS BIANCULLI	405 North Ocean Boulevard Pompano Beach, Florida
LOUIS BIANCULLI, JR.	405 North Ocean Boulevard Pompano Beach, Florida

IN WITNESS WHEREOF, the subscribers hereto have affixed their signatures this 17th day of March, 1969.

\_\_\_\_\_/s/\_\_\_\_ (SEAL)  
ARTHUR SCHEINHOLZ

\_\_\_\_\_/s/\_\_\_\_ (SEAL)  
LOUIS BIANCULLI

\_\_\_\_\_/s/\_\_\_\_ (SEAL)  
LOUIS BIANCULLI, JR.

STATE OF FLORIDA     )  
                                  SS:  
COUNTY OF DADE     )

BEFORE ME, the undersigned authority for taking oaths, personally appeared ARTHUR SCHEINHOLZ, LOUIS BIANCULLI, and LOUIS BIANCULLI, JR., who, first by me being duly sworn, depose and say that they are the subscribers set forth in these Articles of Incorporation of Parliament Towers Condominium, Inc. and have executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal at Miami Beach, said County and State, this 17th day of March, A.D., 1969.

\_\_\_\_\_  
/s/  
Notary Public, State of Florida at Large

My commission expires:

ACTIVE: P00369/201786:11897090\_1



**INCORPORATED EXHIBITS  
OF  
PARLIAMENT TOWERS  
CONDOMINIUM, INC.  
A FLORIDA NOT-FOR-PROFIT  
CORPORATION**



\*INDICATES MARKERS

SCALE: 1" =

LEGAL DESCRIPTION FOR BUILDING SITE  
PARLIAMENT HOUSE CONDOMINIUM

Portions of Blocks 2 and 3, POMPANO BEACH, as recorded in Plat Book 2, Page 93, of the public records of Palm Beach County, Florida; together with a portion of Butler Street (Northeast 33rd Avenue), as shown on the said Plat of POMPANO BEACH, being all more fully described as follows:

Commencing at the Northwest corner of said POMPANO BEACH; thence North 89° 53' 00" East along the North line of said POMPANO BEACH, a distance of 3.11 feet to an intersection with the East line of SURFSIDE VILLAS, as recorded in Plat Book 20, Page 41, of the public records of Broward County, Florida; thence South 0° 08' 12" West along the said East line of SURFSIDE VILLAS, a distance of 166.17 feet; thence North 89° 53' 00" East, a distance of 52.00 feet to the Point of Beginning; thence continuing North 89° 53' 00" East, a distance of 139.00 feet; thence North 0° 07' 00" West, a distance of 120.17 feet; thence North 89° 53' 00" East, along a line 46.00 feet South of and parallel to the said North line of POMPANO BEACH, a distance of 285.08 feet; thence South 0° 07' 00" East, a distance of 109.50 feet; thence South 89° 53' 00" West, a distance of 137.72 feet; thence South 45° 07' 00" East, a distance of 148.31 feet to a point on the Westerly right-of-way line of the present State Road A-1-A (80 feet wide) and a point on a curve; thence Southwesterly along the said Westerly right-of-way line, and along a curve to the right, whose tangent bears South 40° 59' 09" West, with a radius of 397.30 feet and a central angle of 4° 48' 02" an arc distance of 50.04 feet; thence North 45° 07' 00" West, a distance of 149.62 feet; thence South 0° 07' 00" East, a distance of 79.14 feet; thence South 89° 53' 00" West, a distance of 251.00 feet; thence North 0° 07' 00" West, a distance of 103.83 feet to the Point of Beginning.

Said land situate, lying, and being in Broward County, Florida, and containing 66,564 square feet or 1.528 Acres more or less.

D.F.B.  
10-18-68  
E-8905  
Revised 10-24-68  
E-8988  
Revised 11-7-68  
E-9193  
Revised: 6-13-70

Exhibit A

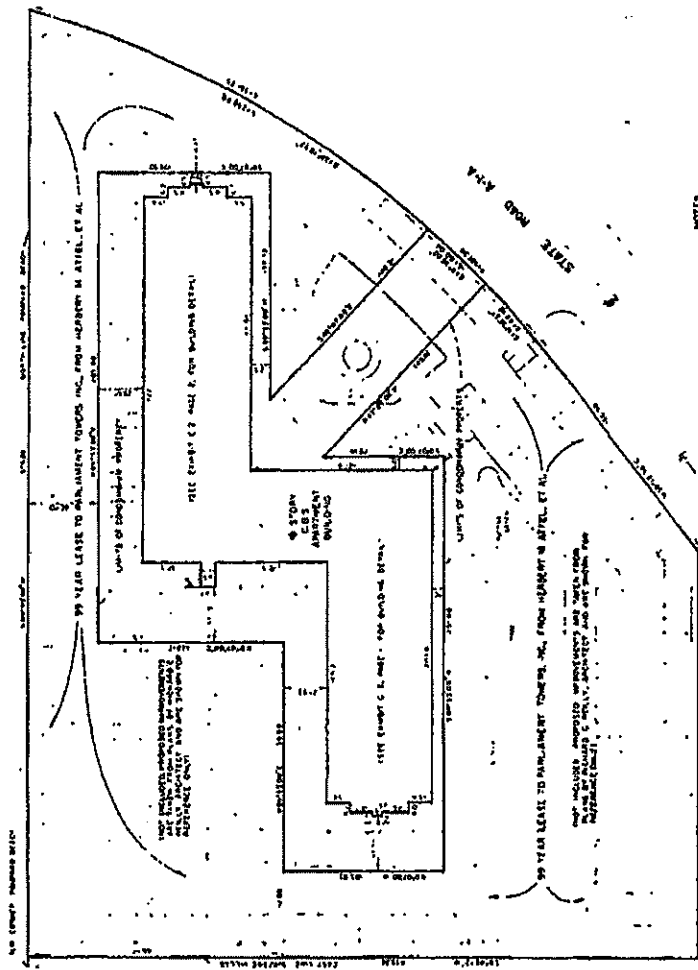
354235  
PAGE 799

BOOK No. \_\_\_\_\_  
JOB ORDER No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

**SURVEY & PLOT PLAN**  
**ANNEXED TO AND MADE A PART OF "DECLARATION"**  
**BY PARLIAMENT HOUSE REALTY, INC.**  
DATED      <sup>th</sup> DAY OF           1970

044-\_\_\_\_-30 AVG\_\_\_\_-02LW

[illegible]

DISSEMINATION OF COMBINATION CIPHERS.  
 COMBINATION CIPHERS ARE NOT TO BE USED

**CHEVY CAR**  
The car was  
the best thing I  
ever had. It was  
the best thing I  
ever had. It was  
the best thing I  
ever had.

11

## SURVEY & PLOT PLAN

## PARLIAMENT HOUSE, A CONDOMINIUM

PARLIAMENT HOUSE REALTY INC.  
FOR  
101 NORTH OCEAN BLVD. FORT MYERS BEACH, FLORIDA

100-443886-100

60-87-2-2-2-2-2  
SEARCHED INDEXED  
SERIALIZED FILED

100

7

100

# EXHIBIT C-1

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATE: 11-11-78

**LEGAL DESCRIPTION OF PROPERTY:**  
The above described property is located in the City of New York, State of New York, and is more particularly described as follows: ... (text continues with legal description) ...

## DESCRIPTION OF COMMON ELEMENTS

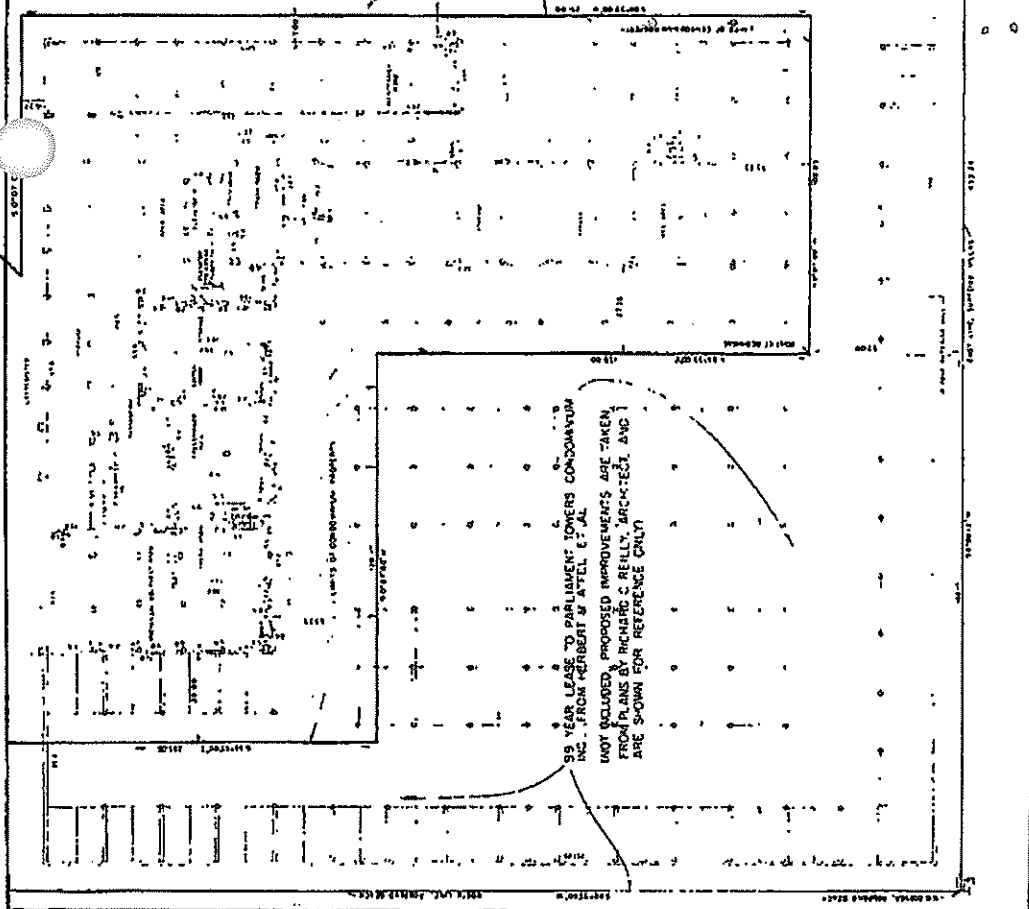
THE COMMON ELEMENTS SHOWN ON THE ATTACHED PLANS ARE:

99 YEAR LEASE TO "PARLIAMENT" TOWERS CONDOMINIUM  
INC. FROM HERBERT W. ATTEL, ET AL.  
NOT INCLUDED. PROPOSED IMPROVEMENTS ARE "TAKEN  
FROM PLANS BY RICHARD C. KELLY, ARCHITECT," AND ARE  
SHOWN FOR REFERENCE ONLY.

99 YEAR LEASE TO "PARLIAMENT" TOWERS CONDOMINIUM  
INC. FROM HERBERT W. ATTEL, ET AL.  
NOT INCLUDED. PROPOSED IMPROVEMENTS ARE "TAKEN  
FROM PLANS BY RICHARD C. KELLY, ARCHITECT," AND  
ARE SHOWN FOR REFERENCE ONLY.



BASEMENT LEVEL
PARLIAMENT HOUSE, A CONDOMINIUM
PARLIAMENT HOUSE REALTY, INC.
11-11-78



NOTES:  
1. The above described property is located in the City of New York, State of New York, and is more particularly described as follows: ... (text continues with notes) ...

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

**PAGE 1**

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

On completion of my assignment with (enter C.P. No.)

OFF 4235 PAGE 802

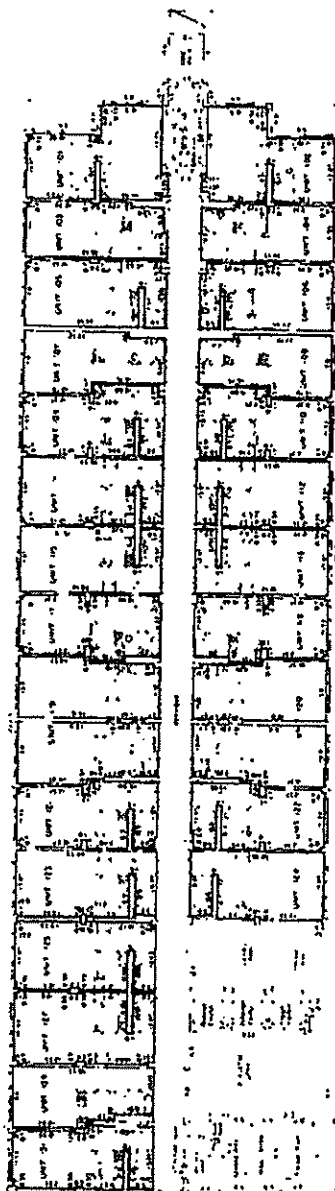
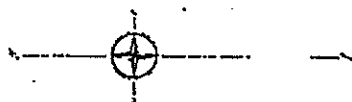
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**SOUTH WING  
GROUND FLOOR PLAN**

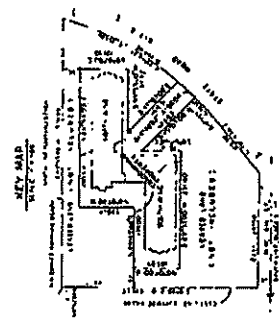
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# EXHIBIT C-2

PAGE 2  
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 10/1/70



FOR CONTINUATION OF "AS AREA SEE EXHIBIT C-1 PAGE 1



**LEGAL DESCRIPTION OF PROPERTY**  
The property described in this declaration is situated in the City of New York, State of New York, and is bounded by the following: ...

**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the property are defined as follows: ...

**DECLARATION**  
I, the undersigned, do hereby declare that the above described property is a condominium project, and that the units therein are to be owned in common with the other owners of units in the project.

OFF 4235 PAGE 803

**NORTH WING  
GROUND FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
400 NORTH 9TH STREET, NEW YORK, N.Y. 10014  
FOR  
PARLIAMENT HOUSE REALTY, INC.  
REGISTERED PROFESSIONAL ENGINEER  
NEW YORK STATE  
EXPIRATION DATE 12/31/70

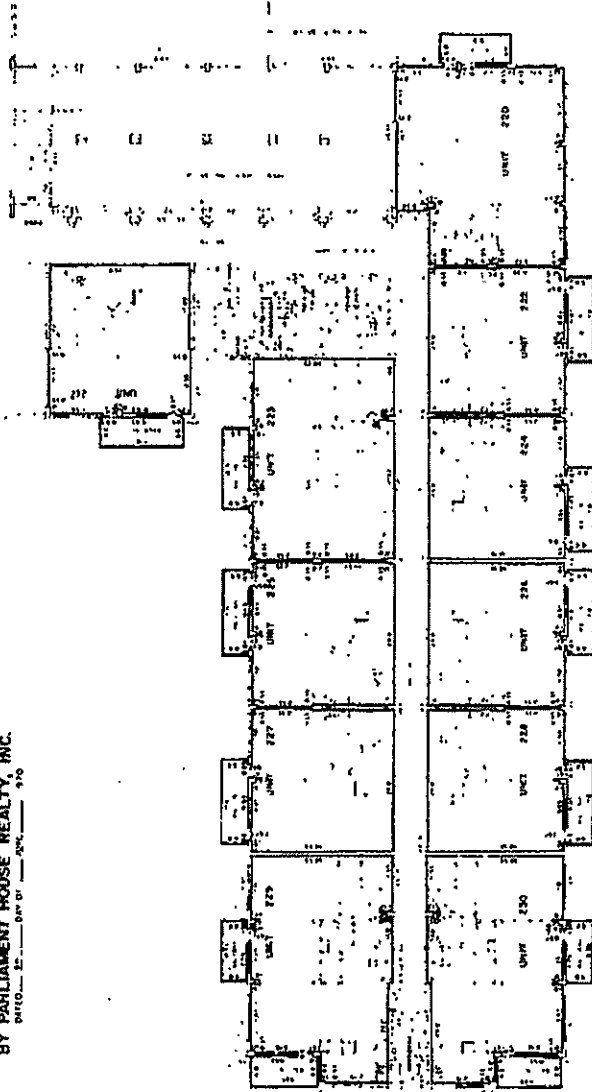
# EXHIBIT C-3

PAGE 1

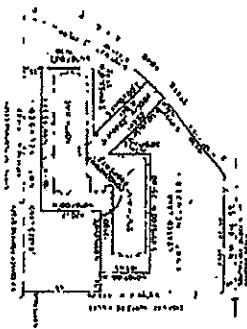
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATE: 12-1-79 BY: 970

FOR USE IN CONNECTION WITH THE SALE OF UNIT C-3 PAGE 2



KEY MAP



**LEGAL DESCRIPTION OF PROPERTY**  
The property described in this Declaration is situated in the County of Miami, State of Florida, and is more particularly described as follows: [Detailed legal description of the property, including lot numbers and area.]

**DESCRIPTION OF CONDOMINIUM UNIT**  
The unit described in this Declaration is situated in the County of Miami, State of Florida, and is more particularly described as follows: [Detailed description of the unit, including its location within the building and its area.]

**NOTES**  
[Additional notes and information related to the unit and the declaration.]

**SOUTH WING  
SECOND FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
FOR  
PARLIAMENT HOUSE REALTY, INC.  
[Additional information and signatures related to the declaration.]

4235 PAGE 804

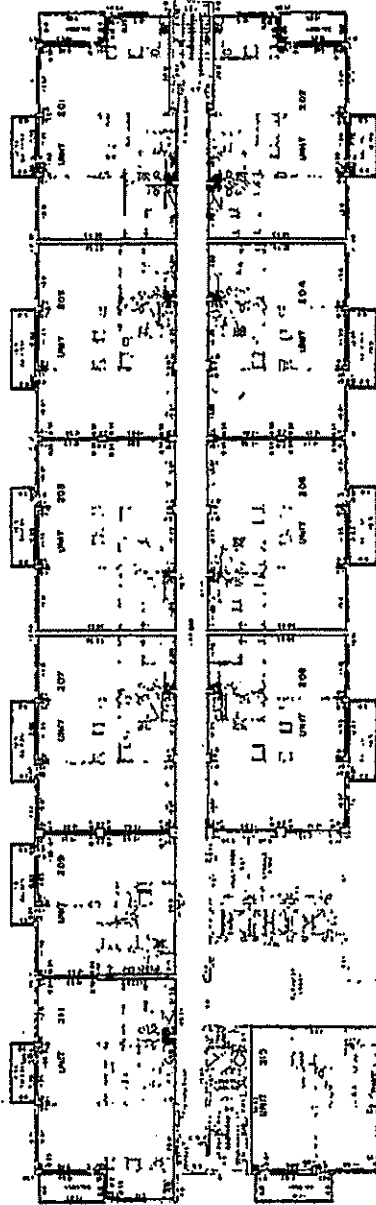


# EXHIBIT C-3

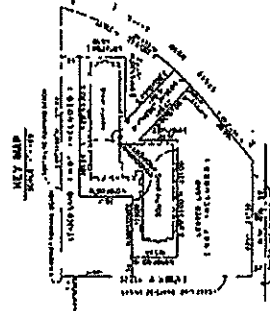
PAGE 2

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATE OF RECORDING: 1/10/79



FOR CONTINUATION OF THIS AREA SEE EXHIBIT C-1, PAGE 1



**LOCAL DESCRIPTION OF IMMUNITY**  
The North Wing Second Floor Plan is located in the North Wing of the Parliament House, a Condominium, located at 401 North Ocean Drive, Pompano Beach, Florida. The North Wing Second Floor Plan is a part of the North Wing of the Parliament House, a Condominium, and is subject to the Declaration of Condominium Units, recorded in Public Record No. 198,000, dated 1/10/79.

**DESCRIPTION OF CONDOMINIUM UNITS**  
The North Wing Second Floor Plan is a part of the North Wing of the Parliament House, a Condominium, and is subject to the Declaration of Condominium Units, recorded in Public Record No. 198,000, dated 1/10/79.

**EXEMPTION**  
The North Wing Second Floor Plan is a part of the North Wing of the Parliament House, a Condominium, and is subject to the Declaration of Condominium Units, recorded in Public Record No. 198,000, dated 1/10/79.

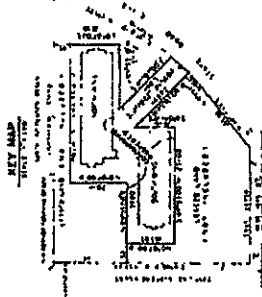
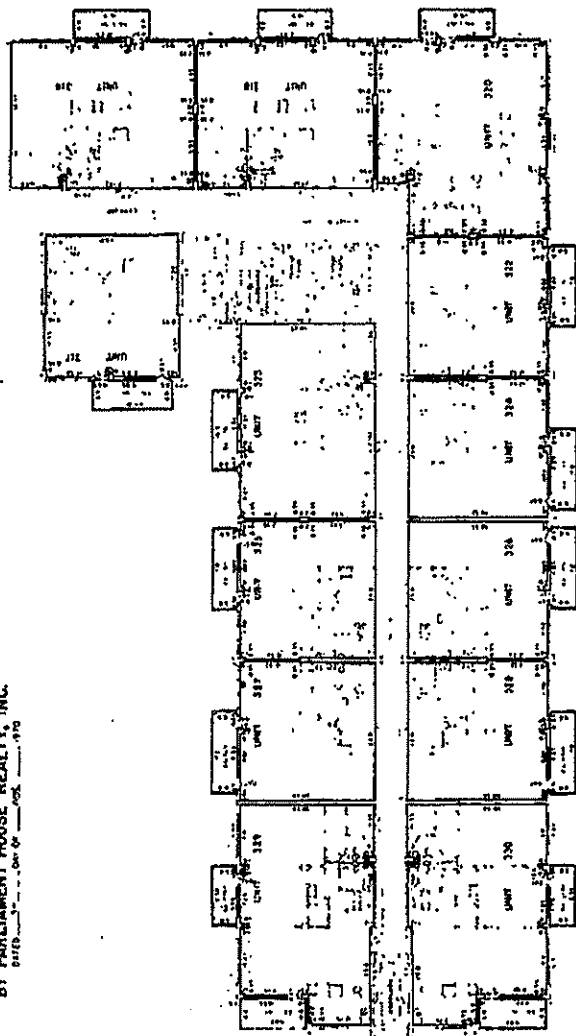
**NOTES**  
The North Wing Second Floor Plan is a part of the North Wing of the Parliament House, a Condominium, and is subject to the Declaration of Condominium Units, recorded in Public Record No. 198,000, dated 1/10/79.

**NORTH WING  
SECOND FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
401 NORTH OCEAN DRIVE, POMPAÑO BEACH, FLORIDA  
PARLIAMENT HOUSE REALTY, INC.  
MEMORANDUM OF UNDERSTANDING  
DATE: 1/10/79  
BY: [Signature]

# EXHIBIT C-4

PAGE 1  
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 11-1-80 OF 1000, 1970

FOR CONTINUATION OF THIS UNIT SEE EXHIBIT C-5 PAGE 2



**LEGAL DESCRIPTION OF PROPERTY**  
The property is located in the City of New York, State of New York, and is bounded by the following: ...

**DESCRIPTION OF CONDOMINIUM UNITS**  
The units are described as follows: ...

**CERTIFICATE**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original ...

**DECLARATION OF COMMON INTEREST**  
The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original ...

**NOTICE**  
This notice is given to all owners of units in the building ...

<b>SOUTH WING THIRD FLOOR PLAN</b>	
PARLIAMENT HOUSE, A CONDOMINIUM	
401 NORTH RIVER DRIVE, NEW YORK, N.Y. 10017	
PARLIAMENT HOUSE REALTY, INC.	
100 WALL STREET, NEW YORK, N.Y. 10038	
NEW YORK, N.Y. 10038	



ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

**PARLIAMENT HOUSE, A CONDOMINIUM**  
405 NORTH SULLY BLVD., PHOENIX 10, ARIZ.

PARLIAMENT HOUSE REALTY, INC.

**THE LANCET**

1997 5 9 25

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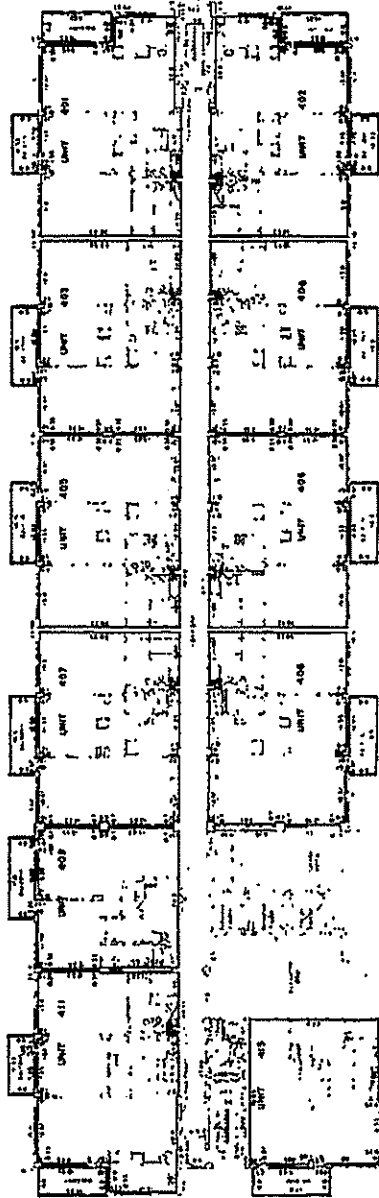
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# EXHIBIT C-5

PAGE 2

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

UNITED STATES OF AMERICA



FOR CONSTRUCTION OF THIS CASE SEE TYPING C.S. PAGE 1

## DESCRIPTION OF CONDOMINIUM UNIT

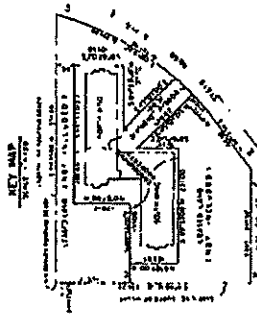
The unit is a self-contained apartment unit located on the fourth floor of the North Wing of the Parliament House, a condominium project. The unit is approximately 1,200 square feet in area and includes a living room, dining room, kitchen, two bedrooms, two bathrooms, and a full suite of kitchen appliances. The unit is also equipped with a central air conditioning system and a private parking space. The unit is situated in a prime location, offering easy access to public transportation and nearby amenities.

## LEGAL DESCRIPTION OF PROPERTY

The unit is located in the North Wing of the Parliament House, a condominium project. The unit is situated on the fourth floor of the building and is approximately 1,200 square feet in area. The unit is also equipped with a central air conditioning system and a private parking space. The unit is situated in a prime location, offering easy access to public transportation and nearby amenities.

## DESCRIPTION OF COMMON ELEMENTS

The common elements of the property include the exterior walls, roof, and foundation of the building. The common elements also include the central air conditioning system and the private parking space. The common elements are situated in a prime location, offering easy access to public transportation and nearby amenities.



## NOTES

The unit is a self-contained apartment unit located on the fourth floor of the North Wing of the Parliament House, a condominium project. The unit is approximately 1,200 square feet in area and includes a living room, dining room, kitchen, two bedrooms, two bathrooms, and a full suite of kitchen appliances. The unit is also equipped with a central air conditioning system and a private parking space. The unit is situated in a prime location, offering easy access to public transportation and nearby amenities.

## NORTH WING FOURTH FLOOR PLAN

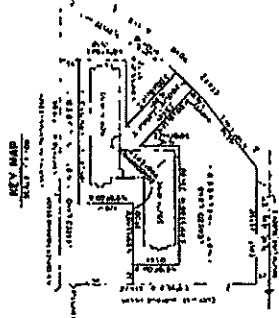
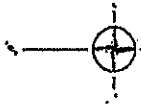
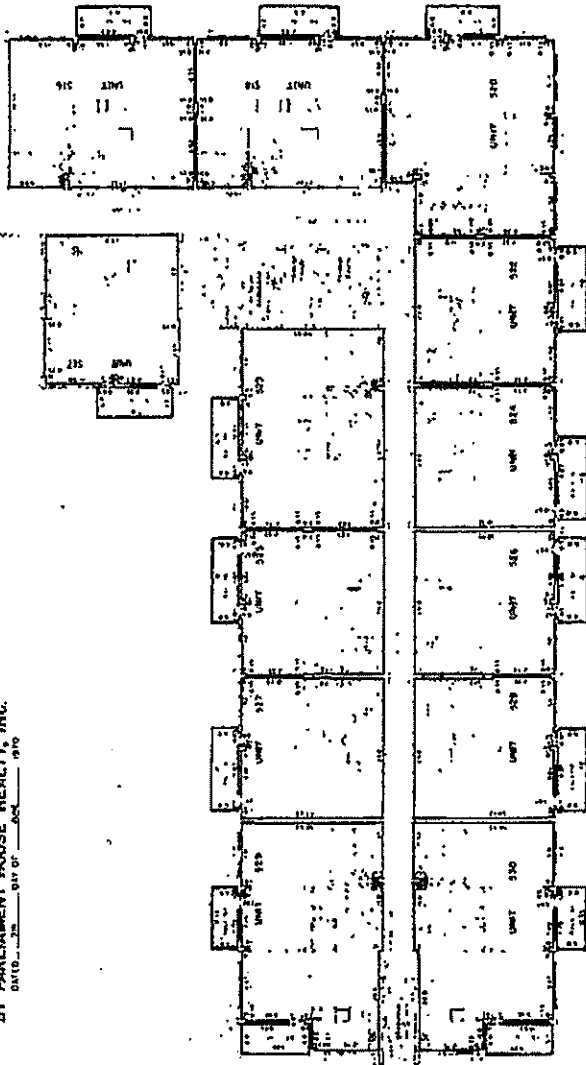
PARLIAMENT HOUSE, A CONDOMINIUM  
401 NORTH WING, UNIT 401  
PARLIAMENT HOUSE REALTY, INC.

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# EXHIBIT C-6

PAGE 1  
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 12-28-78 DAY OF DEC 1978

FOR CONTINUATION OF THE DECLARATION OF PARLIAMENT C-6 PAGE 2



**LEGAL DESCRIPTION OF PROPERTY**  
The property described in this Declaration is situated in the City of Los Angeles, California, and is more particularly described as follows: [Detailed legal description of the property, including lot numbers, block numbers, and any easements or encumbrances.]

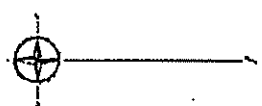
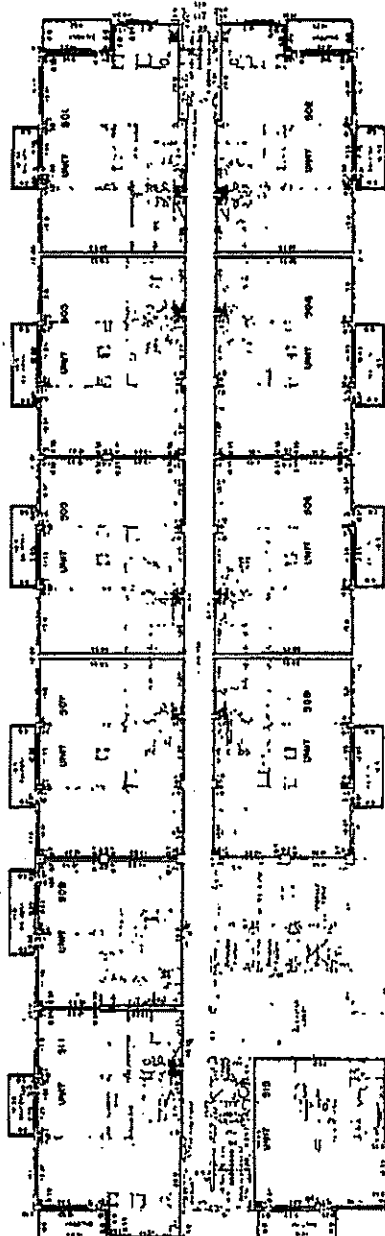
**DESCRIPTION OF COMMONS (UNIT)**  
The property described in this Declaration is situated in the City of Los Angeles, California, and is more particularly described as follows: [Detailed legal description of the property, including lot numbers, block numbers, and any easements or encumbrances.]

**SOUTH WING  
FIFTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CHANDONHAM  
401 WEST OCEAN BLVD., OCEANOGRAPHY  
PARLIAMENT HOUSE REALTY, INC.  
[Additional information and signatures]

# EXHIBIT C-6

PAGE 2

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 2/28/78 DAY OF FEBRUARY 1978

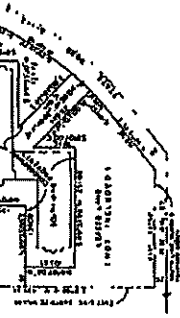


TOP CONTINUATION OF THIS AREA SEE EXHIBIT C-6 PAGE 1

**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the property are those areas, structures, and facilities which are owned and controlled by the association for the benefit of all owners. These include, but are not limited to, the following:

**LEGAL DESCRIPTION OF PROPERTY**  
The property is located in the City of Washington, District of Columbia, and is bounded by the following:

**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the property are those areas, structures, and facilities which are owned and controlled by the association for the benefit of all owners. These include, but are not limited to, the following:



**NORTH WING  
FIFTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
401 NORTH GLENE ROAD, ARLINGTON, VIRGINIA 22204  
FOR  
PARLIAMENT HOUSE REALTY, INC.  
1000 K STREET, N.W., SUITE 1000  
WASHINGTON, D.C. 20004  
DATE: 2/28/78  
BY: [Signature]

# EXHIBIT C-7

PAGE 1

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

UNIT 4235

## SOUTH WING SIXTH FLOOR PLAN

PARLIAMENT HOUSE, A CONDOMINIUM  
PARLIAMENT HOUSE REALTY, INC.

UNIT 4235  
1011 LAGUNA BLVD., SUITE 200  
LOS ANGELES, CALIF. 90015

NOTES:  
1. THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN.  
2. THE ORIGINAL PLAN IS ON FILE IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, COUNTY OF LOS ANGELES, AT THE CLERK'S OFFICE, 1000 MAIN STREET, LOS ANGELES, CALIF. 90012.  
3. THE ORIGINAL PLAN IS SUBJECT TO THE APPROVAL OF THE CLERK OF SUPERIOR COURT, COUNTY OF LOS ANGELES, AT THE CLERK'S OFFICE, 1000 MAIN STREET, LOS ANGELES, CALIF. 90012.

DESCRIPTION OF CONDOMINIUM UNIT:  
This unit is a portion of the sixth floor of the South Wing of the Parliament House, a condominium project located at 1011 Laguna Blvd., Los Angeles, California. The unit is bounded by the common walls of the unit and the common walls of the building. The unit is a portion of the sixth floor of the South Wing of the Parliament House, a condominium project located at 1011 Laguna Blvd., Los Angeles, California. The unit is bounded by the common walls of the unit and the common walls of the building.

REMARKS:  
This unit is a portion of the sixth floor of the South Wing of the Parliament House, a condominium project located at 1011 Laguna Blvd., Los Angeles, California. The unit is bounded by the common walls of the unit and the common walls of the building. The unit is a portion of the sixth floor of the South Wing of the Parliament House, a condominium project located at 1011 Laguna Blvd., Los Angeles, California. The unit is bounded by the common walls of the unit and the common walls of the building.

LEGAL DESCRIPTION OF PROPERTY:  
This unit is a portion of the sixth floor of the South Wing of the Parliament House, a condominium project located at 1011 Laguna Blvd., Los Angeles, California. The unit is bounded by the common walls of the unit and the common walls of the building. The unit is a portion of the sixth floor of the South Wing of the Parliament House, a condominium project located at 1011 Laguna Blvd., Los Angeles, California. The unit is bounded by the common walls of the unit and the common walls of the building.

DESCRIPTION OF COMMON ELEMENTS:  
The common elements of this unit are the common walls of the unit and the common walls of the building. The common elements of this unit are the common walls of the unit and the common walls of the building. The common elements of this unit are the common walls of the unit and the common walls of the building.







**EXHIBIT C-8**

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 12-1-70

OFF. 4235 PAGE 814

REC-4235

**SOUTH WING  
SEVENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
ALL RIGHTS RESERVED  
PARLIAMENT HOUSE REALTY, INC.  
1001 AVENUE A, SUITE 200  
ATLANTA, GEORGIA 30309  
12-1-70

**NOTE:** This plan is subject to change without notice. The owner reserves the right to alter, modify, amend, or delete any portion of this plan at any time without notice to the purchaser. The purchaser shall be deemed to have accepted the plan as shown and shall be bound by the same.

**DESCRIPTION OF CONDOMINIUM UNIT**

The unit is a portion of the building which is described in the Declaration of Condominium. The unit is located on the seventh floor of the building. The unit is a one-bedroom unit with a living room, dining room, kitchen, and two bedrooms. The unit is also equipped with a bathroom, a closet, and a balcony. The unit is located in the South Wing of the building.

**REMARKS:**

The unit is shown on the plan as a one-bedroom unit. The unit is also equipped with a bathroom, a closet, and a balcony. The unit is located in the South Wing of the building.

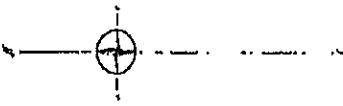
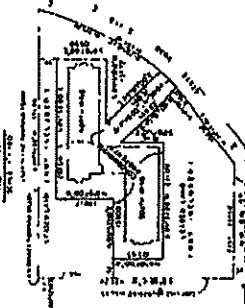
**LEGAL DESCRIPTION OF PROPERTY**

The unit is a portion of the building which is described in the Declaration of Condominium. The unit is located on the seventh floor of the building. The unit is a one-bedroom unit with a living room, dining room, kitchen, and two bedrooms. The unit is also equipped with a bathroom, a closet, and a balcony. The unit is located in the South Wing of the building.

**DESCRIPTION OF CONDOMINIUM UNIT**

The unit is a portion of the building which is described in the Declaration of Condominium. The unit is located on the seventh floor of the building. The unit is a one-bedroom unit with a living room, dining room, kitchen, and two bedrooms. The unit is also equipped with a bathroom, a closet, and a balcony. The unit is located in the South Wing of the building.

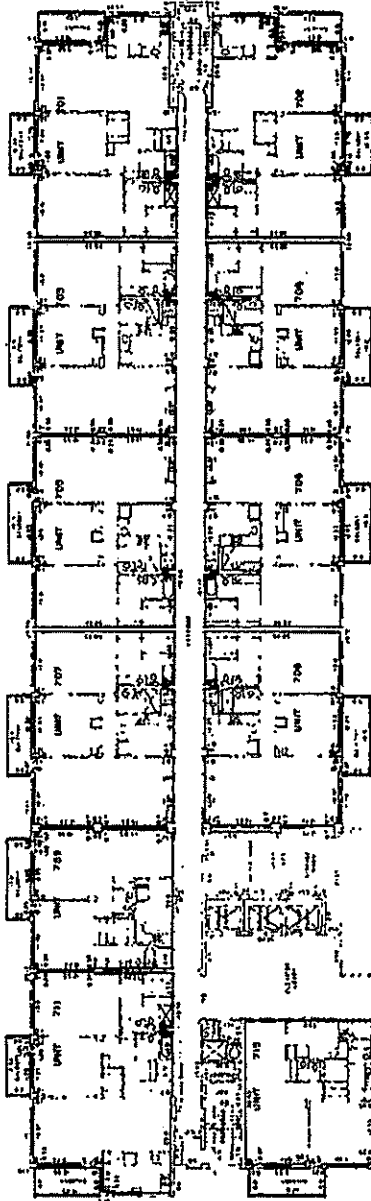
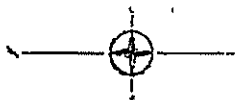
**KEY AND  
UNIT NUMBER**



FOR CONTINUATION OF MAP SEE 4235-2, 4235-3, 4235-4, 4235-5, 4235-6, 4235-7, 4235-8, 4235-9, 4235-10, 4235-11, 4235-12, 4235-13, 4235-14, 4235-15, 4235-16, 4235-17, 4235-18, 4235-19, 4235-20, 4235-21, 4235-22, 4235-23, 4235-24, 4235-25, 4235-26, 4235-27, 4235-28, 4235-29, 4235-30, 4235-31, 4235-32, 4235-33, 4235-34, 4235-35, 4235-36, 4235-37, 4235-38, 4235-39, 4235-40, 4235-41, 4235-42, 4235-43, 4235-44, 4235-45, 4235-46, 4235-47, 4235-48, 4235-49, 4235-50, 4235-51, 4235-52, 4235-53, 4235-54, 4235-55, 4235-56, 4235-57, 4235-58, 4235-59, 4235-60, 4235-61, 4235-62, 4235-63, 4235-64, 4235-65, 4235-66, 4235-67, 4235-68, 4235-69, 4235-70, 4235-71, 4235-72, 4235-73, 4235-74, 4235-75, 4235-76, 4235-77, 4235-78, 4235-79, 4235-80, 4235-81, 4235-82, 4235-83, 4235-84, 4235-85, 4235-86, 4235-87, 4235-88, 4235-89, 4235-90, 4235-91, 4235-92, 4235-93, 4235-94, 4235-95, 4235-96, 4235-97, 4235-98, 4235-99, 4235-100

# EXHIBIT C-8

PAGE 2  
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 12/1/70



TOP CONTINUATION OF THIS AREA, SEE EXHIBIT C-8, PAGE 1

4235 PAGE 815

## REMARKS

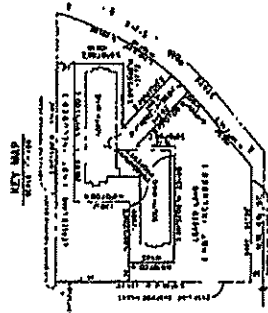
DESCRIPTION OF CONDOMINIUM UNIT:  
This unit is located in the North Wing, Seventh Floor, of the Parliament House, a Condominium, located at 4235 North Dearborn Street, Chicago, Illinois 60641. The unit is a two-bedroom, one-bathroom unit with a total area of approximately 1,200 square feet. The unit is situated in a well-constructed building with a full basement and a full roof. The unit is surrounded by other units in the same wing and floor. The unit is in good condition and is ready for occupancy.

## NOTES

The unit is located in the North Wing, Seventh Floor, of the Parliament House, a Condominium, located at 4235 North Dearborn Street, Chicago, Illinois 60641. The unit is a two-bedroom, one-bathroom unit with a total area of approximately 1,200 square feet. The unit is situated in a well-constructed building with a full basement and a full roof. The unit is surrounded by other units in the same wing and floor. The unit is in good condition and is ready for occupancy.

LEGAL DESCRIPTION OF PROPERTY:  
The property is located in the North Wing, Seventh Floor, of the Parliament House, a Condominium, located at 4235 North Dearborn Street, Chicago, Illinois 60641. The property is a two-bedroom, one-bathroom unit with a total area of approximately 1,200 square feet. The property is situated in a well-constructed building with a full basement and a full roof. The property is surrounded by other units in the same wing and floor. The property is in good condition and is ready for occupancy.

DESCRIPTION OF COMMON ELEMENTS:  
The common elements of the property are the full basement, full roof, and the exterior walls of the building. The common elements are located in the North Wing, Seventh Floor, of the Parliament House, a Condominium, located at 4235 North Dearborn Street, Chicago, Illinois 60641.



**NORTH WING  
SEVENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
4235 NORTH DEARBORN STREET, CHICAGO, ILLINOIS 60641  
PARLIAMENT HOUSE REALTY, INC.  
100 LAUREL STREET, SUITE 200  
CHICAGO, ILLINOIS 60601

**PAGE !**

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATE: 10-1-74 DAY OF: MON

4235 PAGE 816

**SOUTH WING  
EIGHTH FLOOR PLAN**

PARLIAMENT HOUSE, A CONDOMINIUM  
105 NORTH GREEN BLVD., SUITE 1000  
PARLIAMENT HOUSE REALTY, INC.

**Table 1** Definitions used in manuscript of *S. aureus* C.D.

1. **Section 101**  
 2. **Section 102**  
 3. **Section 103**  
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 100. **Section 200**

**Figure 6**

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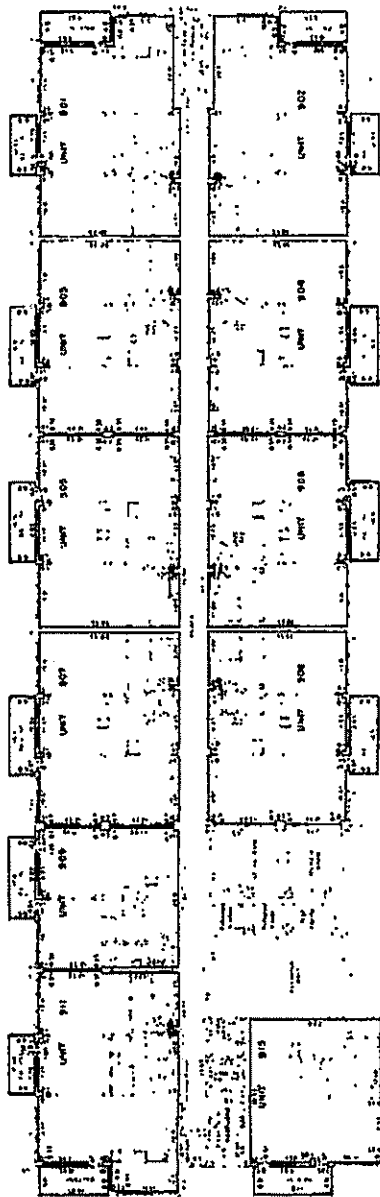
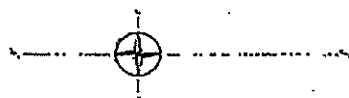
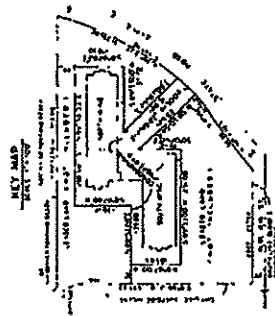
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1. THE PROBLEM

2. THE CAUSE

3. THE EFFECT

4. THE SOLUTION

5. THE CONCLUSION

6. THE SUMMARY

7. THE RECOMMENDATION

8. THE APPENDIX

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**DECLARATION OF CONFLICT OF INTEREST**

1. The Commission on London will be held in London, England, on the 15th of May, 1953. The Commission will be held in the City of London, at the City Hall, 100, Cannon Street, London, E.C. 4. The Commission will be held in the City of London, at the City Hall, 100, Cannon Street, London, E.C. 4. The Commission will be held in the City of London, at the City Hall, 100, Cannon Street, London, E.C. 4.

44-5781 (C) 770

On May 14, 1967, [redacted] advised that he had been contacted by a person who offered him \$10,000 to travel to Cuba and work as a spy for the CIA. [redacted] stated that he had refused the offer and was now being sought by the FBI.

[redacted]

CONFIDENTIAL

NORTH WING  
NINTH FLOOR PLAN

PARLIAMENT HOUSE, A CONDOMINIUM  
405 WEST DEAN STREET, SUITE 100, CHICAGO, IL 60610  
PARLIAMENT HOUSE REALTY, INC.

THE UNIVERSITY OF CHICAGO

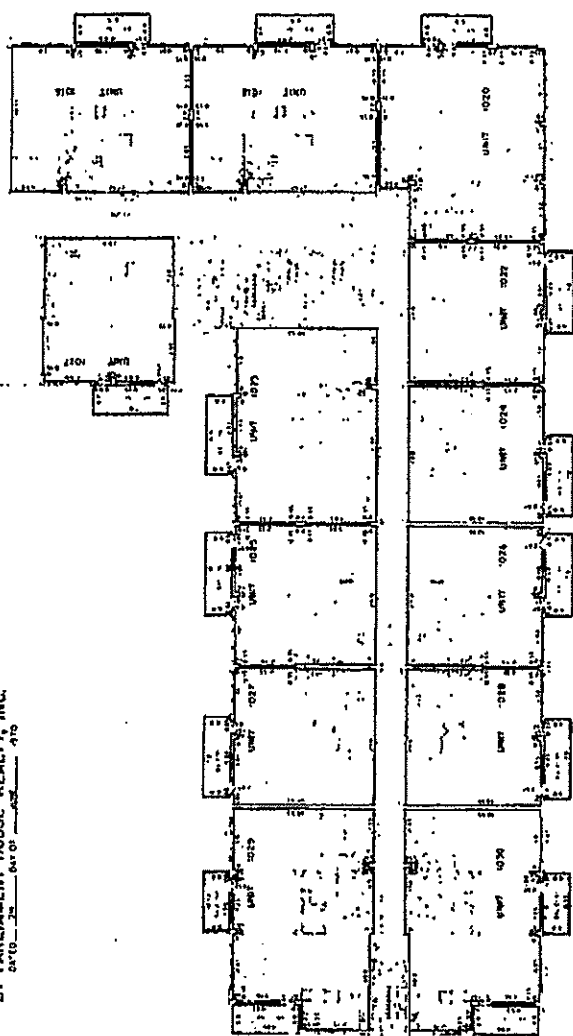
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EXHIBIT C-II

PAGE 1  
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATE: 12/1/79

DOC. 4235 PAGE 820

**SOUTH WING  
TENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
405 NORTH OLIVE STREET, SUITE 1000, LOS ANGELES, CALIFORNIA 90012  
PARLIAMENT HOUSE REALTY, INC.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11200  
STATE OF CALIFORNIA

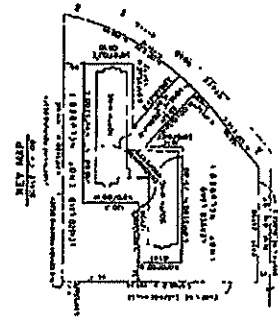


**RECEIPT OF CONDOMINIUM UNIT**  
I, the undersigned, hereby certify that the above described unit is a part of the South Wing, Tenth Floor of the Parliament House, a condominium, located at 405 North Olive Street, Suite 1000, Los Angeles, California 90012, and is owned by the undersigned.

**CERTIFICATE**  
I, the undersigned, hereby certify that the above described unit is a part of the South Wing, Tenth Floor of the Parliament House, a condominium, located at 405 North Olive Street, Suite 1000, Los Angeles, California 90012, and is owned by the undersigned.

**LEGAL DESCRIPTION OF PROPERTY**  
The above described unit is a part of the South Wing, Tenth Floor of the Parliament House, a condominium, located at 405 North Olive Street, Suite 1000, Los Angeles, California 90012, and is owned by the undersigned.

**REMARKS OF COMMON ELEMENTS**  
The above described unit is a part of the South Wing, Tenth Floor of the Parliament House, a condominium, located at 405 North Olive Street, Suite 1000, Los Angeles, California 90012, and is owned by the undersigned.



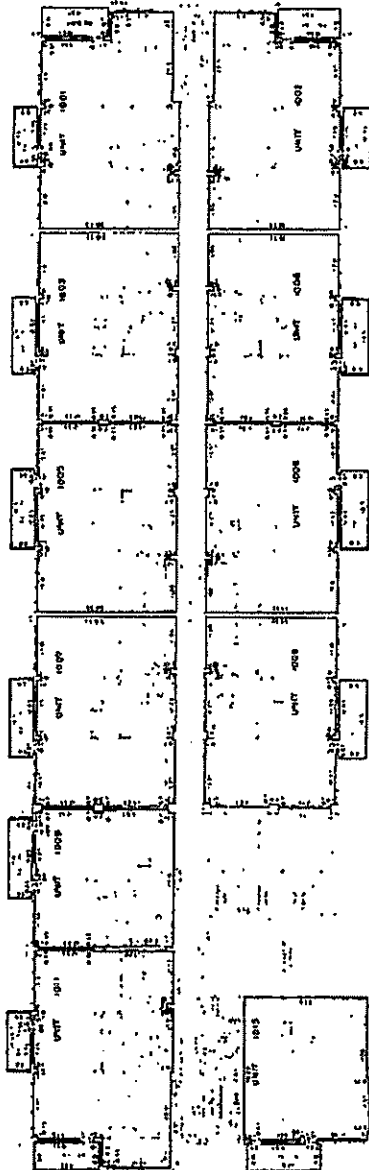


# EXHIBIT C-II

PAGE 2

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

4235 PAGE 821



REVISION OF CONDOMINIUM ACT  
The Condominium Act, Chapter 66B, of the Massachusetts General Laws, as amended, is hereby adopted by the Board of Directors of Parliament House Realty, Inc., as the governing law for the purposes of this Declaration.

LEGAL DESCRIPTION OF PROPERTY  
The property described in this Declaration is located in the City of Boston, State of Massachusetts, and is bounded by the following:

DESCRIPTION OF COMMON ELEMENTS  
The common elements of the property are defined as follows:

## NORTH WING TENTH FLOOR PLAN

PARLIAMENT HOUSE, A CONDOMINIUM  
PARLIAMENT HOUSE REALTY, INC.  
RECORDING NO. 0000000000  
BOOK 0000000000  
PAGE 0000000000

# EXHIBIT C-12

PAGE 1

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

SUBJECT: 11000 11000 11000 11000

4235 PAGE 822

**SOUTH WING  
ELEVENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
401 NORTH GLENN AVENUE, SUITE 1100  
PARLIAMENT HOUSE REALTY, INC.

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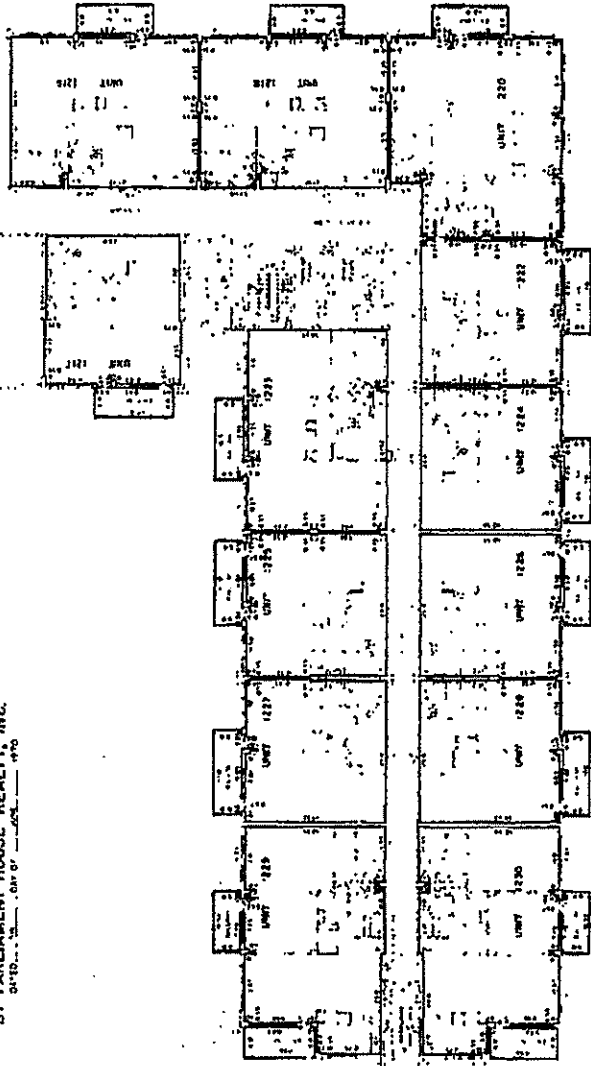
# EXHIBIT C-13

PAGE 1

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATE: 12/1/70 BY: JWS/MS/STW

FOR CONTINUATION OF THIS AREA SEE EXHIBIT C-13 PAGE 2



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LEGAL DESCRIPTION OF PROPERTY  
The property is located in the City of New York, County of New York, and is bounded by the following:

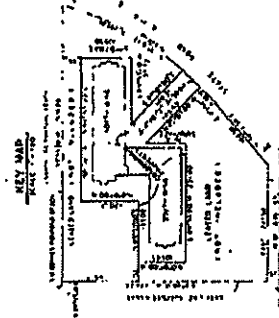
DESCRIPTION OF COMMON ELEMENTS  
The common elements of the property are defined as follows:

DESCRIPTION OF COMMON ELEMENTS  
The common elements of the property are defined as follows:

LEGAL DESCRIPTION OF PROPERTY  
The property is located in the City of New York, County of New York, and is bounded by the following:

DESCRIPTION OF COMMON ELEMENTS  
The common elements of the property are defined as follows:

**SOUTH WING  
TWELFTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
407 WEST 125TH STREET, NEW YORK, N.Y. 10027  
PARLIAMENT HOUSE REALTY, INC.  
125 WEST 125TH STREET, NEW YORK, N.Y. 10027  
OFFICE: 212-691-1234  
RESIDENTS: 212-691-1234

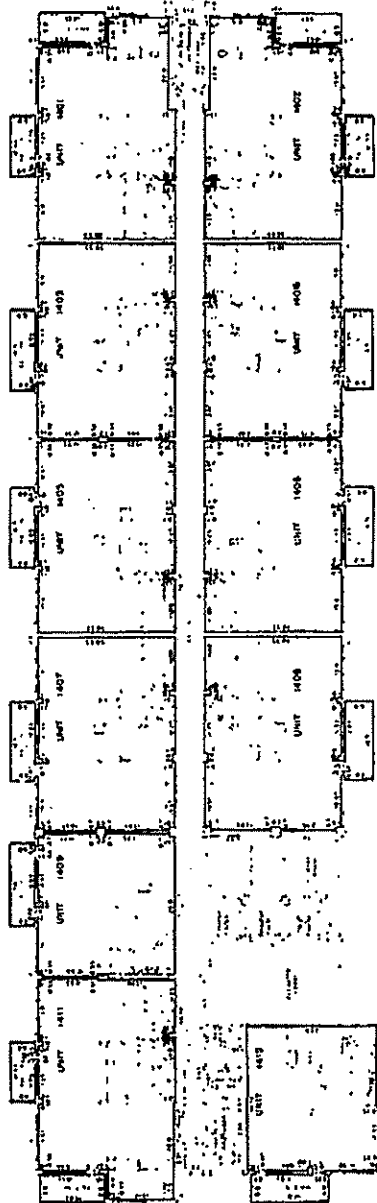




DATE \_\_\_\_\_ BY OF \_\_\_\_\_

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

OFF. REC. 4235 PAGE 827 ~~OFF. REC. 4235 PAGE 827~~



1000 520-744-020 or 703 464 388 (toll free) • 800 520-7440

### Salmonella enteritidis as model pathogen

**RELATIONS OF COCAINE TO THE**

SECRET

1 -  
The number of persons who have been arrested for the purpose of the investigation of the case of the murder of the late President John F. Kennedy is as follows:

ESTIMATE:

100-443887-100

DECLARATION OF CONFLICT OF INTEREST

**NORTH WING  
FOURTEENTH FLOOR PLAN**

**PARLIAMENT HOUSE, A CONDOMINIUM**  
485 1/2 ST. - 15TH ST. - 15TH ST.

**PARLIAMENT HOUSE REALTY, INC.**  
15TH ST.

WOLFE, JAMES H.  
New York, New York  
October 10, 1968

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**PAGE 1**  
**ANNEXED TO AND MADE A PART OF "DECLARATION"**  
**BY PARLIAMENT HOUSE REALTY, INC.**

PAGE 1

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATE - 17/05/2017

THE UNIVERSITY OF CHICAGO PRESS

1235 PAGE 828

**SOUTH WING  
FIFTEENTH FLOOR PLAN**

# FLAMENT HOUSE, A CONDOMINIUM

PARLIAMENT HOUSE REALTY, INC.

Page 4 of 10

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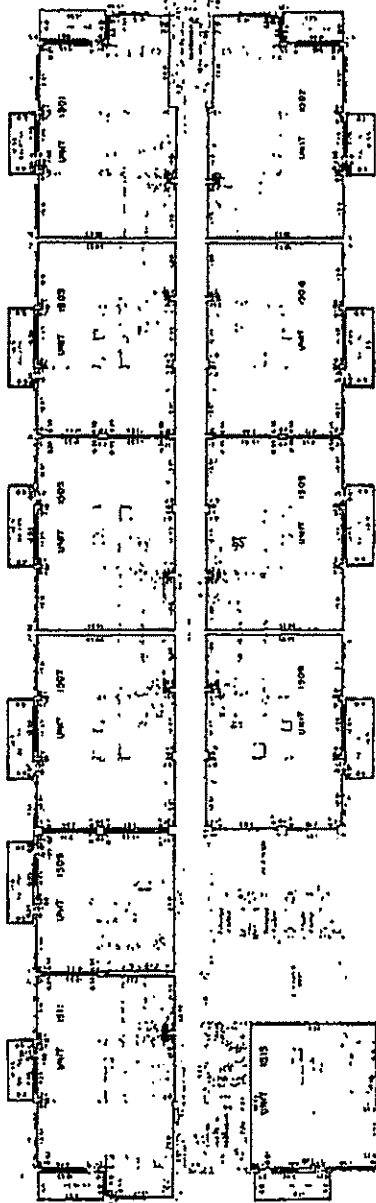
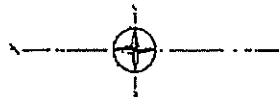
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# EXHIBIT C-15

PAGE 2

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.



FOR CONTINUATION OF THIS PLAN SEE EXHIBIT C-16 PAGE

**LEGAL DESCRIPTION OF PROPERTY**  
The property described in this Declaration is situated in the County of Los Angeles, State of California, and is more particularly described as follows: [Detailed legal description of the property, including lot numbers and area.]

**DESCRIPTION OF COMMON-AREA UNITS**  
The common-area units are defined as follows: [Detailed description of common-area units, including their location and use.]

**CONVEYANCE**  
The property described in this Declaration is being conveyed to the owners of the units in the North Wing, Fifteenth Floor, of the Parliament House, a condominium project, by Parliament House Realty, Inc., the developer of the project.

**NORTH WING  
FIFTEENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
401 NORTH RICHMOND STREET, LOS ANGELES, CALIFORNIA 90012  
PARLIAMENT HOUSE REALTY, INC.  
1000 WEST 10TH STREET, SUITE 1000, LOS ANGELES, CALIFORNIA 90015  
1-800-555-1234

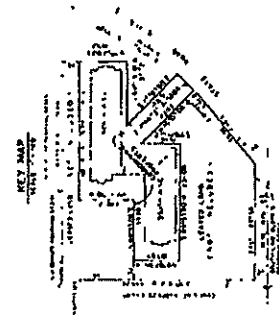
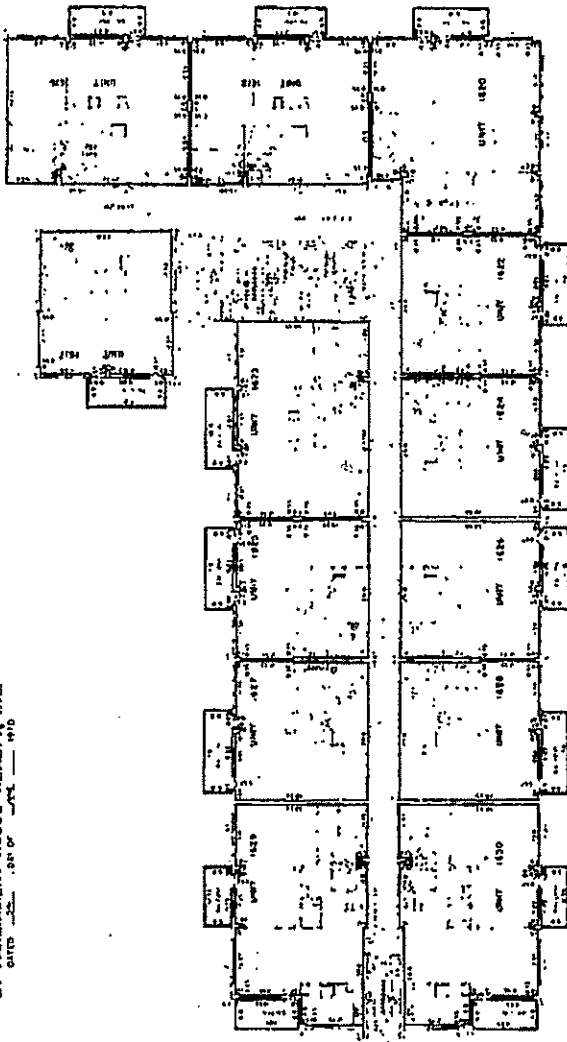


EXHIBIT C-16

PAGE 1  
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 12-1-73

4235 PAGE 830



NOTES: 1. The floor plan of the South Wing Sixteenth Floor is shown as a part of the Declaration of Condominium Units. 2. The floor plan of the South Wing Sixteenth Floor is shown as a part of the Declaration of Condominium Units. 3. The floor plan of the South Wing Sixteenth Floor is shown as a part of the Declaration of Condominium Units.

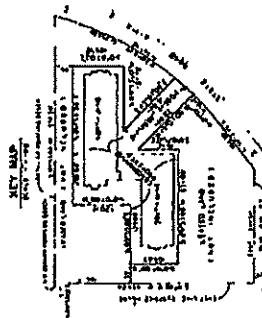
**SOUTH WING  
SIXTEENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
405 NORTH OLIVE STREET, CHICAGO, ILLINOIS  
FOR  
PARLIAMENT HOUSE REALTY, INC.  
WILLIAMSON, ILLINOIS 60190  
DATE: 12-1-73

**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the South Wing Sixteenth Floor are the areas shown on the floor plan as common areas, including the central corridor, the large open area at the bottom, and the areas around the perimeter of the floor. The common elements are owned by the Parliament House Realty, Inc. as the common owner.

**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the South Wing Sixteenth Floor are the areas shown on the floor plan as common areas, including the central corridor, the large open area at the bottom, and the areas around the perimeter of the floor. The common elements are owned by the Parliament House Realty, Inc. as the common owner.

**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the South Wing Sixteenth Floor are the areas shown on the floor plan as common areas, including the central corridor, the large open area at the bottom, and the areas around the perimeter of the floor. The common elements are owned by the Parliament House Realty, Inc. as the common owner.

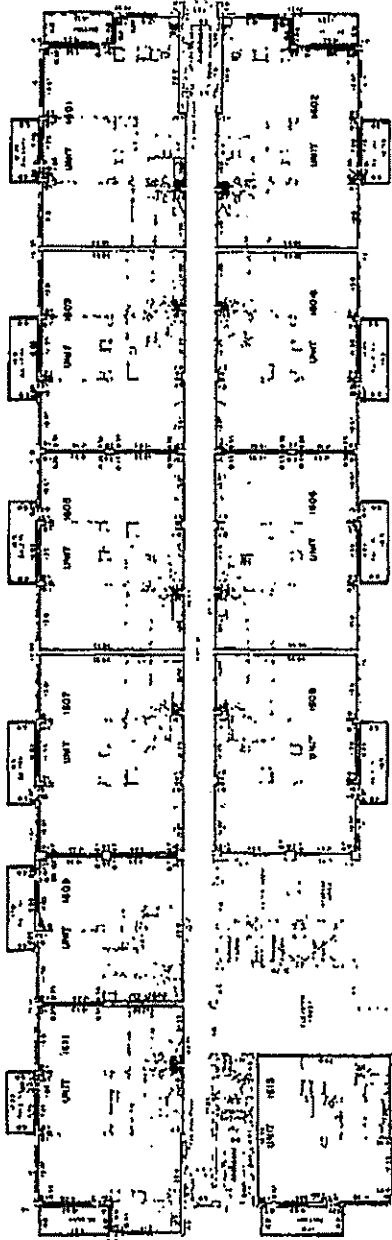
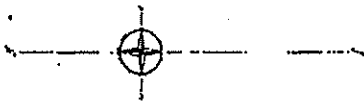
**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the South Wing Sixteenth Floor are the areas shown on the floor plan as common areas, including the central corridor, the large open area at the bottom, and the areas around the perimeter of the floor. The common elements are owned by the Parliament House Realty, Inc. as the common owner.



# EXHIBIT C-16

PAGE 2

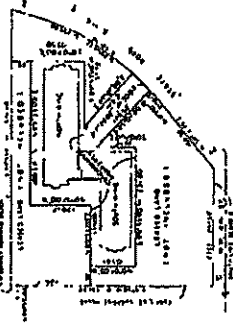
ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.



FOR CONTINUATION OF THIS AREA SEE EXHIBIT C-16 PAGE 1

**LEGAL DESCRIPTION OF PROPERTY**  
The property described in this Declaration is located in the City of Miami, Florida, and is more particularly described as follows: [Detailed legal description of the property, including references to previous declarations and maps.]

**DESCRIPTION OF COMMONHOLD UNITS**  
The commonhold units in this Condominium are described as follows: [Detailed description of the commonhold units, including their location and area.]



**NORTH WING  
SIXTEENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
FOR NORTH DASH DRIVE, MIAMI BEACH, FLORIDA  
PARLIAMENT HOUSE REALTY, INC.  
MILWAUKEE, WISCONSIN 53201

DATE: 10/1/81  
BY: [Signature]  
TITLE: [Title]



**RECEIVED**

[illegible]

1. General  
 2. Specific  
 3. Particular  
 4. Detail  
 5. Example  
 6. Illustration  
 7. Comparison  
 8. Contrast  
 9. Analogy  
 10. Metaphor  
 11. Simile  
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### REGISTRATION OF FARMERS IN INDIA

A hand-drawn sketch map showing the location of the "MILITARY" area relative to the "CITY CENTER". The map includes labels for "MILITARY", "CITY CENTER", "STREET", and "RIVER". It also shows various buildings and landmarks.

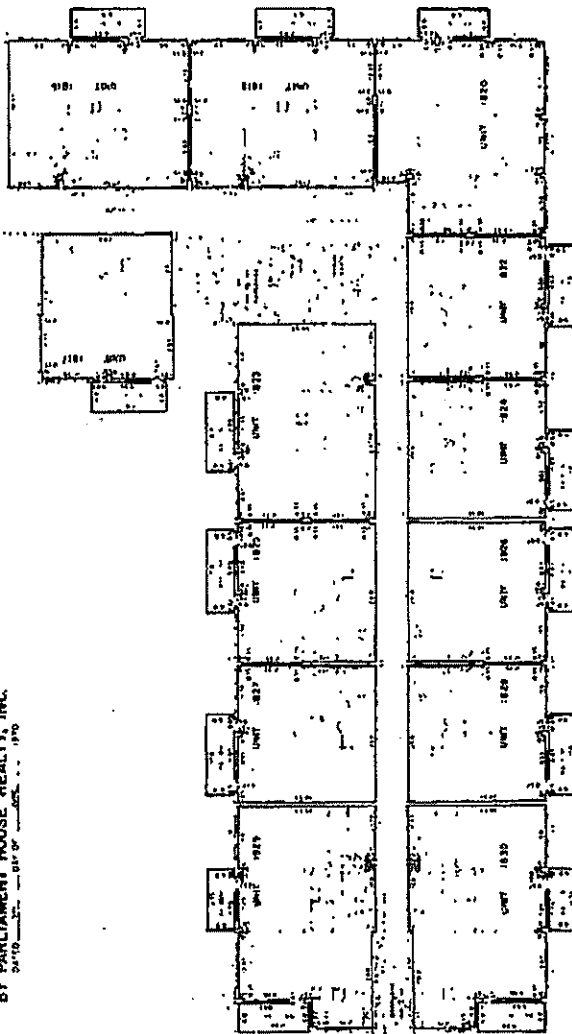
# EXHIBIT C-18

PAGE 1

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATED 12/15/70

FOR CONFIRMATION OF THE UNIT'S 51' EASEMENT C-9 PAGE 2

4235 PAGE 834



NOTES:  
1. ALL UNITS ARE TO BE CONSIDERED AS SEPARATE AND DISTINCT FROM EACH OTHER.  
2. ALL UNITS ARE TO BE CONSIDERED AS SEPARATE AND DISTINCT FROM EACH OTHER.  
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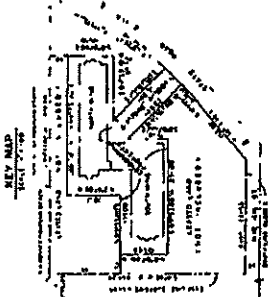
**SOUTH WING  
EIGHTEENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
1801 NORTH OCEAN BLVD., SUITE 1801, FORT LAUDERDALE, FLORIDA 33304  
PARLIAMENT HOUSE REALTY, INC.  
1801 NORTH OCEAN BLVD., SUITE 1801, FORT LAUDERDALE, FLORIDA 33304  
1801 NORTH OCEAN BLVD., SUITE 1801, FORT LAUDERDALE, FLORIDA 33304  
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1801 NORTH OCEAN BLVD., SUITE 1801, FORT LAUDERDALE, FLORIDA 33304  
1801 NORTH OCEAN BLVD., SUITE 1801, FORT LAUDERDALE, FLORIDA 33304

**DESCRIPTION OF COMMON AREAS**  
The common areas of the South Wing, Eighteenth Floor, consist of the following:  
1. The area between the units and the exterior walls of the building.  
2. The area between the units and the interior walls of the building.  
3. The area between the units and the ceiling of the building.  
4. The area between the units and the floor of the building.  
5. The area between the units and the walls of the building.  
6. The area between the units and the ceiling of the building.  
7. The area between the units and the floor of the building.  
8. The area between the units and the walls of the building.  
9. The area between the units and the ceiling of the building.  
10. The area between the units and the floor of the building.

**LEGAL DESCRIPTION OF PROPERTY**  
The property is located in the City of Fort Lauderdale, Florida, and is described as follows:  
1. The area between the units and the exterior walls of the building.  
2. The area between the units and the interior walls of the building.  
3. The area between the units and the ceiling of the building.  
4. The area between the units and the floor of the building.  
5. The area between the units and the walls of the building.  
6. The area between the units and the ceiling of the building.  
7. The area between the units and the floor of the building.  
8. The area between the units and the walls of the building.  
9. The area between the units and the ceiling of the building.  
10. The area between the units and the floor of the building.

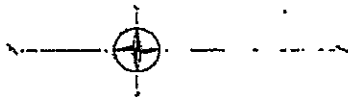
**DESCRIPTION OF COMMON ELEMENTS**  
The common elements of the South Wing, Eighteenth Floor, consist of the following:  
1. The area between the units and the exterior walls of the building.  
2. The area between the units and the interior walls of the building.  
3. The area between the units and the ceiling of the building.  
4. The area between the units and the floor of the building.  
5. The area between the units and the walls of the building.  
6. The area between the units and the ceiling of the building.  
7. The area between the units and the floor of the building.  
8. The area between the units and the walls of the building.  
9. The area between the units and the ceiling of the building.  
10. The area between the units and the floor of the building.

**LEGAL DESCRIPTION OF PROPERTY**  
The property is located in the City of Fort Lauderdale, Florida, and is described as follows:  
1. The area between the units and the exterior walls of the building.  
2. The area between the units and the interior walls of the building.  
3. The area between the units and the ceiling of the building.  
4. The area between the units and the floor of the building.  
5. The area between the units and the walls of the building.  
6. The area between the units and the ceiling of the building.  
7. The area between the units and the floor of the building.  
8. The area between the units and the walls of the building.  
9. The area between the units and the ceiling of the building.  
10. The area between the units and the floor of the building.



04-13-24, 2:44 PM 2024

3-4



NOTES

DECLARATION OF CONCOMITANT CRIMES

CONFIDENTIAL

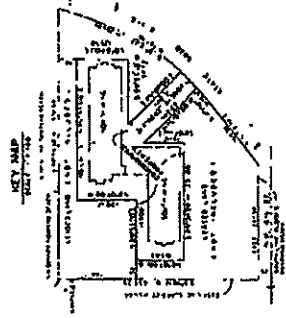
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DISCOVERY ON THE COAST OF TEXAS  
 (Continued) 1914-1915  
 on the coast

**NORTH WING  
EIGHTEENTH FLOOR PLAN**  
PARLIAMENT HOUSE, A CONDOMINIUM  
405 NORTH ALLEN BLVD., SUITE 1800  
PARLIAMENT HOUSE REALTY, INC.

WINDY, AFTERNOON  
10:00 AM TO 1:00 PM  
1:00 PM TO 4:00 PM  
4:00 PM TO 7:00 PM  
7:00 PM TO 10:00 PM

$\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = 1$



**PAGE 1**

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.  
DATE 12-1-65 OF 125 1970

Q. 10. — On 21st Dec. 1970, 1970

FROM COL: "MUR" ON 04 'MAY 1964 1511 TEMPO C 0 0401 Z

REF 4235 PAGE 836

**SOUTH WING  
NINETEENTH FLOOR PLAN**

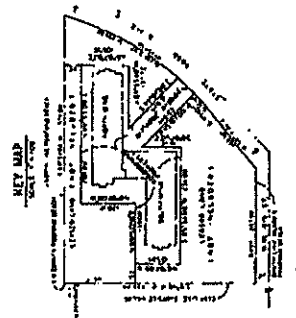
THE JOURNAL OF THE  
ROYAL ANTHROPOLOGICAL INSTITUTE

1944-1945

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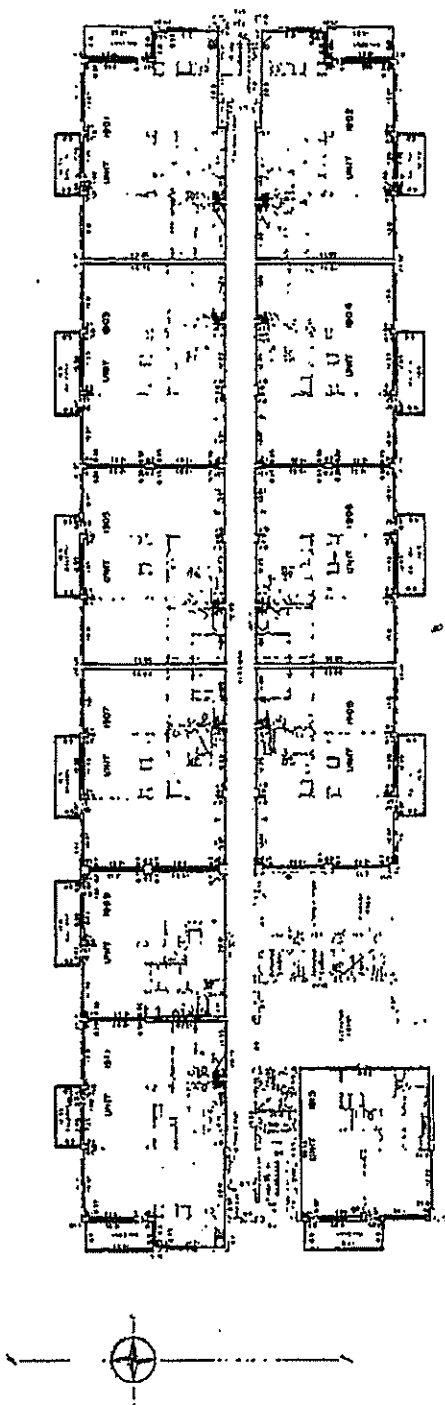
DECLASSIFICATION AUTHORITY DERIVED FROM:  
FBI AUTOMATIC DECLASSIFICATION GUIDE  
DATE 12-22-2011

[illegible]



**EXHIBIT C-19**  
 PAGE 2  
 ANNEXED TO AND MADE A PART OF "DECLARATION"  
 BY PARLIAMENT HOUSE REALTY, INC.

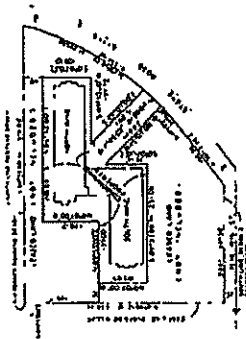
OFF. 4235 PAGE 837



FOR CONTINUATION OF THIS AREA SEE PLANS C-19 PAGE

**DESCRIPTION OF COMMON AREAS**  
 The common areas of the property include the lobby, hallways, stairwells, and elevator shafts. These areas are designed to provide a safe and convenient environment for the residents of the building. The common areas are located throughout the building and are accessible to all residents.

**LEGAL DESCRIPTION OF PROPERTY**  
 The property is located at 1901 North Main Street, Suite 1901, in the City of New York. The property is owned by Parliament House Realty, Inc. and is subject to a mortgage from the City of New York. The property is located in the 19th Ward of the City of New York.



**NORTH WING  
 NINETEENTH FLOOR PLAN**  
 PARLIAMENT HOUSE, A CONDOMINIUM  
 1901 NORTH MAIN STREET, SUITE 1901  
 PARLIAMENT HOUSE REALTY, INC.  
 1901 NORTH MAIN STREET, SUITE 1901  
 NEW YORK, N.Y. 10001

# EXHIBIT C-20

ANNEXED TO AND MADE A PART OF "DECLARATION"  
BY PARLIAMENT HOUSE REALTY, INC.

DATED 12-22-83 BY 110

OFF. 4235 PAGE 838 27-2235-838

## ROOF PLAN

PARLIAMENT HOUSE, A CONDOMINIUM

400 WEST 10TH STREET, SUITE 1000, ALBUQUERQUE, NEW MEXICO 87102

PARLIAMENT HOUSE REALTY, INC.

1111 14TH AVENUE, SUITE 1000, ALBUQUERQUE, NEW MEXICO 87102

1111 14TH AVENUE, SUITE 1000, ALBUQUERQUE, NEW MEXICO 87102



**REMARKS:**  
This plan was prepared by the undersigned on the basis of a survey conducted by the undersigned on or about the date of the filing of this plan. The survey was conducted in accordance with the provisions of the Uniform Survey Act, N.M.S.A. 19-1-1, et seq., and the provisions of the Uniform Condominium Act, N.M.S.A. 47-1-1, et seq., and the provisions of the Uniform Real Estate License Act, N.M.S.A. 59-1-1, et seq.

**LEGAL DESCRIPTION OF PROPERTY:**  
The property described in this plan is located in the City of Albuquerque, New Mexico, and is bounded by the following: North by the 11th Avenue, East by the 14th Avenue, South by the 17th Avenue, and West by the 20th Avenue. The property is situated in the 11th Ward of the City of Albuquerque, New Mexico.



DETAIL A

DETAIL B

EXHIBIT D

SCHEDULE OF UNDIVIDED SHARE IN COMMON ELEMENTS,  
UNDIVIDED INTEREST IN COMMON SURPLUS, AND SHARE  
OF COMMON EXPENSES APPLICABLE TO EACH UNIT

Unit #	% of Interest	Unit #	% of Interest	Unit #	% of Interest
				3rd-19th floor **	
101	00.0763	201	00.2745	01	00.2745
102	00.0763	202	00.2745	02	00.2745
103	00.0763	203	00.258	03	00.258
104	00.0763	204	00.258	04	00.258
105	00.0763	205	00.258	05	00.258
106	00.0763	206	00.258	06	00.258
107	00.0763	207	00.258	07	00.258
108	00.0763	208	00.258	08	00.258
109	00.0763	209	00.203	09	00.203
110	00.0763	211	00.2745	11	00.2745
111	00.0763	215	00.203	15	00.203
112	00.0763	217	00.203	16	00.258
115	00.0763	220	00.2745	17	00.203
116	00.0763	222	00.203	18	00.258
117	00.0763	223	00.258	20	00.2745
118	00.0763	224	00.203	22	00.203
119	00.0764	225	00.203	23	00.258
120	00.0764	226	00.203	24	00.203
121	00.0763	227	00.203	25	00.203
122	00.0763	228	00.203	26	00.203
123	00.0763	229	00.2745	27	00.203
124	00.0763	230	00.2745	28	00.203
125	00.0763			29	00.2745
127	00.0763			30	00.2745
129	00.0763				
131	00.0763				

\*\* There is no 13th floor.

REC 4235 MAR 839

REC 4235 MAR 839

INDICATES MARKERS

SCALE 1" =

LEGAL DESCRIPTION OF LEASED LAND  
PARLIAMENT HOUSE CONDOMINIUM

Portions of Blocks 2 and 3, POMPANO BEACH, as recorded in Plat Book 2, Page 93, of the public records of Palm Beach County, Florida; together with a portion of Butler Street (Northeast 33rd Avenue), as shown on the said plat of POMPANO BEACH, being all more fully described as follows:

Commencing at the Northwest corner of said POMPANO BEACH; thence North 89° 53' 00" East along the North line of said POMPANO BEACH, a distance of 3.11 feet to an intersection with the East line of SURFSIDE VILLAS, as recorded in Plat Book 26, Page 43, of the public records of Broward County, Florida, and the Point of Beginning; thence South 0° 08' 12" West along the said East line of SURFSIDE VILLAS, a distance of 433.24 feet to a point on the South line of said Block 3 of POMPANO BEACH; thence due East along the said South line, a distance of 247.50 feet to a point on the Northwesterly right-of-way line of the present State Road A-1-A (80 feet wide); thence North 50° 12' 38" East along the said Northwesterly right-of-way line of State Road A-1-A, a distance of 166.50 feet to a point of curve; thence Northeasterly along the said Northwesterly right-of-way line of State Road A-1-A, and along a curve to the left, with a radius of 597.30 feet and a central angle of 4° 25' 27", an arc distance of 46.12 feet; thence North 45° 07' 00" West, a distance of 149.62 feet; thence South 0° 07' 00" East, a distance of 79.14 feet; thence South 89° 53' 00" West, a distance of 251 feet; thence North 0° 07' 00" West, a distance of 103.83 feet; thence North 89° 53' 00" East, a distance of 139 feet; thence North 0° 07' 00" West, a distance of 120.17 feet; thence North 89° 53' 00" East along a line 46 feet south of and parallel to the North line of said POMPANO BEACH, a distance of 285.08 feet; thence South 0° 07' 00" East, a distance of 109.50 feet; thence South 89° 53' 00" West, a distance of 137.72 feet; thence South 45° 07' 00" East, a distance of 148.31 feet to a point on the said Northwesterly right-of-way line of State Road A-1-A and a point on a curve; thence Northeasterly along the said Northwesterly right-of-way line, and along a curve to the left, whose tangent bears North 40° 59' 09" East, with a radius of 597.30 feet and a central angle of 28° 18' 22", an arc distance of 295.09 feet to a point on the said North line of POMPANO BEACH; thence South 89° 53' 00" West, along the said North line, a distance of 574.88 feet to the Point of Beginning.

Said land situate, lying, and being in Broward County, Florida, and containing

130,196 Square Feet or 2.988 Acres more or less.

January 6, 1969 Revised: June 15, 1970

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

REC 4235 PAGE 840

FIELD BOOK No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_

JOB ORDERED No. E-9944

CHECKED BY \_\_\_\_\_

Exhibit E

NINETY-NINE YEAR LEASE  
PARLIAMENT TOWERS CONDOMINIUM, INC.

70 75466

This lease entered into by and between HERBERT M. APFEL, NANCY APFEL, his wife, NORMAN A. KUNIN, SUSAN F. KUNIN, his wife, JOSEPH DWORETZ, ANNIE D. DWORETZ, his wife, LOUIS R. BIANCULLI, DORIS BIANCULLI, his wife, LOUIS BIANCULLI, JR., a single man, ELLEN M. BIANCULLI, a single woman, ROSLYN SCHLANG, DAVID SCHLANG, her husband, ESTHER SCHEINHOLZ, BERNARD SCHEINHOLZ, her husband, ARTHUR SCHEINHOLZ, IVY SCHEINHOLZ, his wife, AARON DWORETZ, ELAINE DWORETZ, his wife, and ST. GEORGE PLAZA, INC., hereinafter called the "Lessor," and PARLIAMENT TOWERS CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, hereinafter called the "Lessee," witnesseth:

1. Demise. Upon the terms and conditions herein set forth and in consideration of the prompt payment from time to time by the Lessee of the rents and other sums of money hereinafter set forth, and in consideration of the prompt and continuous performance by the Lessee of each and every of its covenants and agreements herein made to be kept and performed, the Lessor does hereby lease, let and demise unto the Lessee, and the Lessee does hereby lease of and from the Lessor the real property described on "Exhibit A," which is attached hereto and made a part hereof. All of said property, together with the appurtenances thereto and together with all improvements, buildings and structures now or hereafter placed thereon, fixtures, machinery and equipment, now thereon or hereafter brought in or placed thereon or intended for use thereon, and all additions thereto and replacements thereof, being hereinafter called, referred to and included within the term "Demised Premises."

2. Term. The term of this lease shall commence as of the date upon which the Declaration of Condominium of PARLIAMENT HOUSE, a condominium, hereinafter referred to as the Condominium, shall be recorded amongst the Public Records of Broward County, Florida, and shall continue thereafter for a period of ninety-nine years.

3. Use of Premises. The Lessee is the association formed pursuant to the applicable provisions of the Florida Statutes for the purpose of managing the affairs of the Condominium. The Lessee has entered into this lease to make available the Demised Premises for parking and for the recreation, leisure time activity, health, use, benefit, and enjoyment of the apartment unit owners and/or the apartment unit occupants of the Condominium as they may from time to time exist during the term of this lease. It is recognized and acknowledged that the Lessors under the terms of this lease are presently some of the officers and directors of the Lessee, and that other officers and directors of the Lessee,

This instrument prepared by J. Arkin  
Law Offices, Meyer, Weiss, Rose & Arkin  
Miami Beach General Building  
Miami Beach, Florida 33139

constituting its original Board of Directors and officers, are persons who may be subject to the control or influence of the Lessor. Each apartment owner, for himself, his heirs, successors and assigns waives all objection to such circumstance, and ratifies and agrees to be bound by the terms and provisions of this lease to the same extent as if he had joined in the execution hereof for all purposes herein expressed, as well as for the purpose of (a) subjecting all of his right, title, and interest in his condominium apartment and to the common elements appurtenant thereto to the lien rights granted the Lessor under the provisions hereof; (b) agreeing to perform each and every of the covenants, promises and undertakings to be performed by condominium apartment unit owners wherever so provided for in this lease; and (c) ratifying, confirming and approving each and every provision herein contained, and acknowledging that all of the terms and provisions hereof, including the rental reserved, are reasonable.

a. The Lessee shall constitute the irrevocable agent in fact, with full power of substitution, of each and every apartment unit owner to do and perform each and every act and thing required of apartment unit owners pursuant to the provisions of this lease, and to consent to and execute any and all documents, where necessary, to effectuate any and all of the provisions of this lease. In the event any of the provisions of this lease shall be in conflict with any of the provisions of the Declaration of Condominium, the provisions of this lease shall control, except with the express written consent of the Lessor to the contrary.

b. The rental herein provided for to be paid, the cost of repairing, and maintaining the Demised Premises in good condition and repair and of replacing portions thereof, as necessary, and other undertakings and obligations herein provided for, shall constitute a common expense of the Condominium.

c. Each condominium apartment unit owner shall have the right to use, occupy and enjoy the Demised Premises through the Lessee, subject to all of the provisions of this lease, the Declaration of Condominium, the Certificate of Incorporation and the By-Laws of the Lessee, and such rules and regulations which the Lessee may from time to time adopt.

d. Use of the Demised Premises shall be subject to all laws, statutes, ordinances, rules and regulations of all appropriate governmental authorities, and to the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, then of any other body exercising similar functions. All use of the Demised Premises shall further comply with the requirements of all insurers carrying insurance in force with respect to the Demised Premises.

e. Each condominium apartment unit owner shall simultaneously with the acquisition of title to his unit, execute a pledge agreement which will encumber his unit by the lien rights granted to the Lessor under the provisions hereof.

4. Rent. The Lessee agrees to pay to the Lessor, as rent, the sum of FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE and 33/100 DOLLARS (\$14,583.33) per month, the first such payment to be due and payable on the first day of the month immediately succeeding the commencement of the term hereof, that is, on the first day of the month immediately succeeding the date upon which the Declaration of Condominium is recorded in the Public Records of Broward County, Florida.

a. Rent shall be payable in current legal tender of the United States of America at such place or places as the Lessor shall from time to time in writing direct, and a place once designated for the payment of rent shall remain such until it shall be changed by written notice from the Lessor. All rent shall be payable without notice or demand. For the present, and until further notice, rent shall be payable to the Lessor at c/o Meyer, Weiss, Rose & Arkin, Esqs., 407 Lincoln Road, Miami Beach, Florida 33139. Waivers, indulgences or changes by the Lessor as to any rental payment or rental payments, with reference to the place of payment, or in accepting anything other than current legal tender as rent, shall not be construed as a waiver, indulgence or change upon any subsequent occasion.

5. Rights Reserved Unto Developer. Until the Developer shall have completed the development, promotion and sales of all condominium apartment units to be constructed at PARLIAMENT HOUSE, it shall have the following rights with regard to the Demised Premises, notwithstanding any other provisions of this lease to the contrary:

a. The right to use and occupy exclusively that portion of the demised premises on which models or offices are located or constructed.

b. The right to use, occupy and demonstrate, on a non-exclusive basis, all of the Demised Premises for the purpose of promoting and aiding in the sale or rental of condominium apartment units on or to be constructed in the condominium apartment building. Such rights shall not be exercised in an unreasonable manner inconsistent with the rights of the members of the Lessee to use, occupy and enjoy such portions of the Demised Premises.

c. Nothing herein contained shall serve in any way to reduce Lessee's obligations for the payment of rent, taxes, repair and maintenance of the Demised Premises.

d. The Developer shall have the further right to display and erect signs, billboards and placards and store, keep and exhibit and distribute written, audio and visual promotional materials in and about the Demised Premises.

e. No act of the Developer exercised or performed pursuant to the rights reserved to it under the provisions of this article shall be construed or deemed as a breach of the Lessor's covenants hereunder or as an actual, implied or constructive failure of the Lessor to deliver possession of the Demised Premises to the Lessee, or as an actual, implied or constructive eviction of the Lessee from the Demised Premises, or as an excuse or justification for the Lessee's

failure to promptly, fully, completely and continuously perform its covenants and obligations hereunder.

#### 6. Taxes.

a. Generally. The Lessee covenants and agrees to pay to the Lessor all real estate taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of whatsoever kind and nature, all of which are hereinafter called "taxes and assessments", which are assessed, levied, confirmed, imposed or charged against the Demised Premises for the year 1970, and subsequent years during the term of this lease. Payment of all such taxes and assessments shall be made by the Lessee to the Lessor within fifteen (15) days of written demand therefor, provided, however, if any such tax or assessment is payable or may be paid at the option of the taxpayer in installments (whether or not interest shall accrue on the unpaid balance of such tax or assessment), Lessee may, at its option, pay the same, together with any accrued interest on the unpaid balance of any such tax or assessment, to the Lessor in installments no less than thirty (30) days before the same shall respectively become due and, provided, further, that as to any tax or assessment applying to a fiscal period of the taxing authority wherein part of the period is included within the term of this lease and a part of the tax or assessment is for a period of time after termination of this lease, the said tax or assessment shall be prorated and adjusted between the Lessor and Lessee as of the date of termination of this lease.

b. Nothing in this article shall obligate the Lessee to pay the income, inheritance, estate or succession tax, or any other tax which may be levied or assessed against the Lessor with respect to or because of the income derived from this lease, excepting that in the event the State of Florida, or any political subdivision thereof shall during the term of this lease impose a tax or excise on rents, and shall levy or assess the same against the Lessor as a substitution in whole or in part for taxes assessed or imposed by such State or political subdivision thereof on land and buildings and/or personalty, the same shall be deemed to be included within the term "taxes and assessments", and the Lessee shall pay and discharge such tax or excise on rent. Any obligation in the nature of a "sales tax" that shall become due or payable by reason of the rentals payable by the Lessee under the terms and provisions hereof shall be the obligation of and shall be paid by the Lessee.

c. The Lessee shall have the right to contest the amount or validity of any tax or assessment by appropriate proceedings, but shall nevertheless pay such tax or assessment and nothing herein



shall imply any right on the part of the Lessee to defer or postpone such payment for any such purpose unless such proceedings shall operate to prevent or stay the collection of the tax or assessment so contested and the Lessee shall have deposited with the Lessor the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge or lien on the Demised Premises, or any part thereof, by reason of such contest or by reason of the delay in the payment of the tax or assessment which may result from such contest. Upon termination of such proceedings, the Lessor shall pay the amount of any such tax or assessment or any part thereof as shall be finally determined by such proceedings to be due and payable, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or liabilities in connection therewith, from the monies deposited by the Lessee, as aforesaid, and shall return any remaining sums to the Lessee without interest. If at any time during the course of such contest proceedings it shall appear to the Lessor that the amount deposited by the Lessee is or may be insufficient to pay in full the amount of the tax and assessment, together with all interest, penalties and other charges which may be incurred by reason of the contest proceedings, or if at the termination of such proceedings, it shall appear that the amount deposited by the Lessee is insufficient to pay in full the amount found to be due, the Lessor shall have the right to require the Lessee to deposit such additional sums as the Lessor may reasonably request and upon failure of the Lessee to do so within thirty (30) days of demand therefor, the amount theretofor deposited with the Lessor may be applied to the payment, removal and discharge of any the pending and contested tax or assessment, and any delinquency shall be treated as unpaid rent. The Lessor, at the Lessee's sole expense, shall join in any such proceedings if any law shall so require.

d. The Lessee may, if it shall so desire, endeavor at any time to contest the validity of any assessment, or to obtain a lowering of the assessed valuation upon the leased premises for the purpose of reducing any assessment. In such event the Lessor will offer no objection, and at the request of the Lessee, without expense to the Lessor, will cooperate with the Lessee. If requested by the Lessee, and provided he will not in the reasonable judgment of the Lessor incur any expense or liability thereby, the Lessor will execute any documents which may be necessary and proper for any such proceedings. Any refund shall be the property of the Lessee to the extent to which it may be based on a payment of an assessment made by the Lessee. The Lessor may at any time require the Lessee to deposit funds for the payment of current taxes and assessments on the Demised Premises in a bank or trust company selected by the Lessor. Such

funds shall be held in the name of the Lessee, with any interest payable to the Lessee, but the depositary shall be prohibited from paying such funds to anyone other than the appropriate taxing authority except upon the written consent of the Lessor. The Lessee shall so deposit one-twelfth of the current annual taxes, or those of the preceding tax year if the current taxes have not then been fixed, on the first day of each month in advance, except that all additional funds required for any payment shall also be deposited on the first day of the final month during which or at the end of which a payment is due and payable without interest or penalty, and during which the maximum discount for early payment is allowable under the law. Notwithstanding the foregoing, at such time as the Lessor may first require the Lessee to make such deposits, the first deposit made by the Lessee shall be in an amount sufficient to create a bank balance equal to what it would have been had the Lessor required the first such monthly deposit to have been made on the first day of the month immediately succeeding the month during which the tax could have been paid with the maximum permissible discount for early payment allowed under the law.

7. Insurance Premiums and Utilities. Lessee covenants and agrees that it shall pay premiums for all insurance policies which the Lessee is obligated to carry under the terms of this lease not less than fifteen (15) days prior to the date upon which the same shall become due, and that it will exhibit to the Lessor proof of such payment within ten (10) days after making payment. The Lessee shall further make all necessary deposits in connection with and pay all bills and charges for gas, electricity, light, heat, power, and telephone or other communication service, and for all other utilities, used, rendered or supplied on or in connection with the Demised Premises, and shall indemnify the Lessor against any liability or damages on such account.

8. Repairs and Maintenance. Lessee shall, at all times during the terms of this lease, at its own expense, make all necessary repairs and replacements to the Demised Premises and maintain the same in good condition. The covenant shall include the obligation upon the part of the Lessee to replace or renew when necessary any item of furniture, fixtures, furnishings, machinery and equipment, and all such replacements and renewals shall be at least equal in quality and class to the original equipment, furnishings, machinery or fixtures. Pool and other such equipment and machinery shall be regularly serviced and maintained under appropriate service contracts. Lessee shall keep and maintain all portions of the Demised Premises in clean and orderly condition, free of accumulation of dirt and rubbish and pest infestation. All buildings,

structures and improvements, furniture, furnishings, fixtures, machinery and equipment now or hereafter replaced or bought, or intended for use upon, the Demised Premises shall be a part thereof, and thereby the property of the Lessor, without payment therefor by the Lessor, and shall be surrendered to the Lessor upon the expiration or earlier termination of this lease without cost or charge to the Lessor.

9. Mechanics' Liens. All persons are hereby placed on notice that the Lessee shall never, under any circumstances, have the power to subject the interest of the Lessor in the Demised Premises to any mechanics' or materialmen's lien or liens of any kind, in the absence of a specific provision to the contrary herein contained, authorizing in specific terms the creation of such lien or liens. All persons who may hereafter, during the term of this lease, furnish work, labor, services or material to the premises upon the request or order of the Lessee, or any person claiming under, by or through the Lessee, shall and must look only to the interest of the Lessee in connection with payment therefor, and not to the interest of the Lessor. If any mechanics' liens are filed or asserted against the Lessor's interest in the Demised Premises, the Lessee shall, within thirty days after the date upon which notice thereof shall come to its attention, cause such lien to be released from the Lessor's interest in the Demised Premises, in the manner provided by the applicable statutes of the State of Florida, failing which, the Lessor shall have the right to cause the said lien to be released in the manner provided by the Florida statutes, and shall have the right to thereupon charge the costs of having had the said lien removed and discharged against the Lessee as and for additional rent due, said additional rent to be due and payable within fifteen (15) days of the date of notice thereof to the Lessee.

10. Indemnification.

a. Lessee covenants and agrees with the Lessor that during the term of this Lease, the Lessee will indemnify and save harmless the Lessor against any and all claims, debts, demands or obligations which may be made against the Lessor, or against Lessor's title in the premises, arising by reason of or in connection with the making of this lease and the leasehold interest hereby created in the Lessee, and if it becomes necessary for Lessor to defend any action seeking to impose such liability, the Lessee will pay the Lessor all costs of court and attorney's fees incurred in connection with any such defense, in addition to any other sums which the Lessor may be called upon to pay by reason of entry of a Judgment against the Lessor in the litigation in which such claim is asserted.

b. The Lessee will cause to be written a Policy or Policies of Insurance in the form generally known as Public Liability and Property Damage and/or Owner's, Landlord and Tenant Policies and Boiler Insurance Policies, when there are boilers included in any improvements located on the Demised Premises, insuring the Lessee against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the improvements and buildings located on the Demised Premises, or for any other risks insured against by such Policies, each class of which Policies shall have been written within limits of not less than \$300,000.00 for damages incurred or claimed by any one person, and for not less than \$600,000.00 for damages incurred by more than one person. All such Policies will name the Lessee and Lessor, as their respective interests may appear as the parties insured by such Policy or Policies, and the original or a true copy of each of such Policies shall be delivered by Lessee to Lessor promptly upon the writing of such Policy or Policies, together with adequate evidence of the fact that the premiums therefor are paid; and in any event, such Policies and evidence of payment by the Lessee of the premiums shall be delivered by the Lessee to Lessor before the expiration of any then similar coverage and in time to assure the Lessor that such coverage will be carried continuously. The foregoing Insurance Policy or Policies shall be in such form as herein set forth and in such Company or Companies, and in such amounts, in addition to the minimum amounts specified herein, as the Lessor shall reasonably require, and said Policy or Policies shall contain a proviso specifying that the Policy or Policies may not be canceled or changed without actual notice being given to the Lessor.

c. Property Insurance. Lessee shall obtain and pay for policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon and constituting a portion of the Demised Premises, against loss by fire, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available; and by boiler explosion, if boilers are now or hereafter located in any portion of the Demised Premises; and, to the extent required by the Lessor, war damage or damage by civil insurrection or commotion as the same may not be covered by other policies hereinabove described. When, in compliance with the provisions of this paragraph, the Lessee shall furnish policies insuring the actual replacement costs, said valuation shall be without deduction or depreciation insofar as such coverage may be obtainable, and in such case the term "maximum insurable value" as used herein shall mean the actual replacement cost of the property required to be insured without deduction for depreciation.

(1) All insurance required to be carried shall be effected under policies written in such form and issued by such companies as shall be approved by the Lessor, who shall not unreasonably withhold such approval. All policies shall be for the benefit of the Lessor and the Lessee as their respective interests may appear, and shall be subject to such provisions as mortgagees of the Demised Premises may require.

11. Reconstruction and Repair. Upon the occurrence of any damage or total or partial destruction to any portion of the Demised Premises, whether or not the casualty causing such damage be insured against, and whether or not, if insured, any proceeds are paid in connection therewith, the foregoing provisions shall apply:

a. The destruction, alteration, demolition or non-use or other deterioration in condition of the Demised Premises or any portion thereof, regardless of the nature or events which cause such destruction, alteration, demolition or non-use, except taking by eminent domain, shall not in any way reduce, abate or suspend the Lessee's obligations and covenants hereunder nor shall the same effect a termination in whole or in part of this lease.

b. Reconstruction and Repair by Lessee. The Lessee, at its expense, shall repair and reconstruct, if necessary, any and all improvements, buildings and structures damaged, and shall replace or repair all personal property damaged so as to restore the same in good condition. For the purposes of this paragraph, as well as when used elsewhere in this Agreement, "good condition" shall mean the best condition in which it is reasonably possible to place the real or personal property involved. Work necessary to accomplish the placing of any damaged or destroyed improvements or personal property shall be commenced no later than sixty (60) days after the occurrence of damage, and shall be completed no later than ten months after date of commencement, provided, however, these time limitations shall be extended by reason of any time lost due to an Act of God, war, civil insurrection, strikes or other events over which the Lessee has no control.

c. Plans, Specifications and Estimates. Within thirty (30) days after the occurrence of damage, requiring replacement or repair of improvements to the Demised Premises, wherein such replacement or repair requires the issuance of a building or other permit by and pursuant to the ordinances of a governmental authority, the Lessee shall supply to the Lessor plans and specifications for such reconstruction and repair. Said plans and specifications

shall be prepared by and be under the certificate of an architect licensed to practice in the State of Florida. Within thirty (30) days thereafter, the Lessee shall furnish to the Lessor a copy of a contract executed by an independent, licensed, general contractor wherein the work, labor and materials indicated by such plans and specifications are to be furnished at an agreed price and a performance, completion and payment bond is provided for.

d. Proceeds of Insurance.

(1) Fund. In the event proceeds of insurance shall be payable by reason of damage and/or total or partial destruction of the Demised Premises, or any portion thereof, and as often as such insurance proceeds shall be payable, the same shall be paid to the Lessor, and said sums so paid shall be deposited in a special account of the Lessor in a bank Broward County, Florida, and such sums shall be available to the Lessee for the purpose of reconstruction and repair pursuant to the provisions of this paragraph. Such monies shall be paid out of said special account from time to time by the Lessor upon the certificate of the Lessee or of the contractor who has contracted for the performance of such reconstruction and repair, certifying that the amount of the payment is being applied to the payment of obligations incurred for such reconstruction and repair, provided, however, the Lessor shall have the right to make such payment directly to the subcontractor or materialmen to whom sums of money may be due and owing from time to time, as reflected in such certificates, and provided, further, that the Lessor shall have the right to require the Lessee at the time of contracting for or undertaking such repair or reconstruction, and/or at such additional time thereafter as may be appropriate, to provide evidence satisfactory to the Lessor that at all times the undisbursed portion of such fund in said bank account is sufficient to pay for the reconstruction and repair in its entirety, and if at any time it should reasonably appear to the Lessor that said funds will be insufficient to pay the full cost of said repair and reconstruction, the Lessee will immediately and forthwith deposit into said fund such additional monies as may be reasonably necessary to pay such full costs. Upon the completion of the said reconstruction and/or repair, and upon the Lessor having been provided with receipted bills and full and final waivers of lien as to all work performed and material supplied any monies remaining in said special account shall be paid over and disbursed by the Lessor to the Lessee.

(2) In any instance where the proceeds of insurance for damage or destruction shall be less than \$5,000.00 for reason that it reasonably appears that the cost of repair or reconstruction shall be less than \$5,000.00, then the proceeds of insurance shall be payable to the Lessee directly, to be disbursed by it for the purpose of paying for the reconstruction and repair.

(3) Notwithstanding anything contained herein to the contrary, the provisions of any mortgage now or hereafter encumbering the Demised Premises relative to insurance and proceeds thereof shall have priority and shall supercede all of the provisions of this lease. In the event a mortgagee shall have an option to apply insurance proceeds to the reduction or payment of the mortgage debt and so elects to apply the same or some portion thereof, the Lessor shall be required within 120 days after the application of said funds by such mortgagee to create from its own funds or from the proceeds of a new mortgage upon the Demised Premises the amount of monies so applied by such mortgagee, the said monies to be held by the Lessor in a special fund pursuant to the provisions of sub-paragraph (1) of this article, as if the same were the proceeds of insurance. If a mortgagee shall elect to submit the application of insurance proceeds to reconstruction and repair, such mortgagee may hold such funds and may impose such terms and conditions relative to requiring the Lessee to supplement such funds in such amounts as may be necessary to pay for reconstruction and repair, to disbursements of the same, and to such other matters relating to such funds and proceeds, as such mortgagee may require.

12. Lessor's Rights to Apply Funds Held on Behalf of the Lessee. If at any time during the term of this lease the Lessor shall have in its possession monies otherwise belonging to or payable to the Lessee, and the Lessee shall at the time said money or funds would otherwise be payable to it be in default in the payment of any of its obligations provided for herein, the Lessor shall have the right to apply such proceeds against all existing defaults to the extent available or necessary to correct such defaults.

13. Eminent Domain.

a. As to Demised Premises.

(1) Total Taking. If during the term of this lease the entire Demised Premises shall be taken as a result of the

exercise of the power of eminent domain, herein called "proceeding", this lease and all right, title and interest of the Lessee hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding and the Lessor shall be entitled to and shall receive the total award made in such proceeding and the Lessee hereby absolutely assigns such award to the Lessor.

(2) Partial Taking. If during the term of this lease less than the entire Demised Premises shall be taken in any such proceeding, this lease shall terminate as to the part so taken and the Lessor shall be entitled to and shall receive the total award made in any such proceeding and the Lessee hereby assigns such award to Lessor but the Lessee in such case covenants and agrees that at Lessee's sole cost and expense (subject to reimbursement herein-after provided) promptly to restore, repair and replace those portions of the buildings on the Demised Premises not so taken to complete architectural units and replace buildings totally taken for the use and occupancy of the Lessee as in this lease expressed. The Lessor agrees in connection with such restoration to apply or cause to be applied the net amount of any award or damage to the building or buildings on the Demised Premises that may be received by it in any such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not include the cost in any alteration, construction, change or improvement the Lessee may desire to make that is not necessary to restore that portion of the buildings not so taken to a complete architectural unit or replace buildings totally taken of substantially the same usefulness, design and construction as immediately before such taking, it being understood that no alteration or change in the basic configuration of the improvement shall be made without the approval of the Lessor), and the said net award shall be paid out from time to time to the Lessee as such restoration and replacement progresses upon the written certificate of the Lessee or of the contractor who has contracted for the performance of such restoration and replacement, all in the same manner, and subject to the same provisions, as set forth for disbursement of funds for reconstruction and repair in paragraph 11(d)(1).

(a) If payment of the net award as aforesaid shall not be received by Lessor in time to permit payments as the work of restoration and replacement progresses, the Lessee shall, nevertheless, perform and fully pay for such work without delay (except for unavoidable delays over which the Lessee has no control) and payment of the amount to which Lessee may be entitled shall thereafter be made by Lessor out of said



net award as and when payment of such net award is received by Lessor. If the funds to be applied by Lessor be insufficient to pay the entire cost of such restoration, the Lessee agrees to pay any deficiency and to deposit the amount of such deficiency, as estimated by the architect or contained in a contract with Lessor to perform such work, prior to the work being performed.

(3) From and after the date of vesting of title in such proceeding, a just proportion of the rent, according to the nature and extent of such taking, shall abate for the remainder of the term of this lease.

(4) If, after making the payments provided for in Paragraph 13(a)(2) there remains any balance in Lessor's hands, it shall be retained by Lessor as its property.

(5) A Taking of Less than Fee Simple Title. If all or any of the Demised Premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this lease shall not terminate and the Lessee shall continue to perform and observe all of its covenants as though such taking had not occurred except only to the extent that it may be prevented from so doing by reason of such taking. In the event of such a taking, the Lessee shall be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise), reduced to the percentage thereof that the Lessee is then obligated to pay for repairs, and maintenance under the provisions of Paragraph 8, unless the period of governmental occupancy extends beyond the term of this lease, in which case the award to the extent that it represents rent shall be apportioned between the Lessor and Lessee, reduced as aforesaid, as of the date of the end of the term of this lease. The Lessee covenants that at the termination of any such governmental occupancy, it will at its cost and expense, restore the improvements on the Demised Premises in as good condition as when new, but the Lessee shall not be required to do such restoration work if on or prior to the date of such termination of governmental occupancy, the term of this lease shall have ended.

(6) Proration. In the event of the termination of this lease in full or as to any portion of the Demised Premises as a result of a total or partial taking by proceeding, the Lessee shall pay to the Lessor all rent and all other charges payable by the Lessee with respect to the Demised Premises or part thereof so taken justly apportioned to the date of taking.

b. As to the Lessee's Premises. If, during the term of this lease there shall be a taking of all or a portion of the lands described in the Declaration of Condominium of Parliament House, a condominium, the following shall apply:

(1) Certain Takings Not Included. Neither a taking of less than fee simple title nor a taking of 10 per cent or less of the apartment units contained upon said lands immediately prior to the time of taking shall be construed or considered as a taking. For the purpose of this paragraph, a taking of an apartment unit shall be a taking where at least 60 per cent of the floor space thereof has been taken.

(2) Total Taking. If such taking shall involve the taking of all of the apartment units contained upon said lands immediately prior to the time of taking, this lease shall terminate, effective as of the date of taking.

(3) Partial Taking. If the taking be greater than described in Paragraph 13 b(1) and less than the taking described in Paragraph 13 b(2) above, the rent provided in Paragraph 4 shall be reduced, effective as of the date of taking, as if the apartment units totally taken had never been included, provided that all other provisions of this lease shall remain in full force and effect.

14. Commencement of Obligations of Lease and Delivery of Possession. The obligations of the Lessor and of the Lessee pursuant to the terms and provisions hereof, and right to possession and use of the Demised Premises, shall commence as of the date of commencement of the term hereby created.

15. Security. For the purpose of securing unto the Lessor the payment of the rent herein provided for, as well as the payment of any other sums due and payable the Lessor by reason of the terms and provisions hereof, or by reason of any advancements made to or on behalf of the Lessee by the Lessor, as well as for the purpose of securing the performance of each and every of the covenants of the Lessee herein contained for the use and benefit of the Lessor, the Lessee does hereby grant unto the Lessor the following described liens which shall be cumulative, provided, the Lessor may exercise one or more of the said liens without thereby waiving the others, or may exercise all simultaneously.

a. Lessee's Interest.

(1) The Lessee does hereby give and grant unto the Lessor a continuing first lien paramount and superior to all others upon all of the right, title and interest of the Lessee in and to this lease and the Demised Premises.

b. Lessee's Assets.

(1) The Lessee does hereby give and grant unto the Lessor a continuing first lien paramount and superior to all others, including apartment unit owners, upon its assets and common surplus.

c. Condominium Property.

(1) The Lessee does hereby give and grant unto the Lessor a continuing lien upon all of the condominium parcels and condominium property, excluding the Demised Premises, as described in the Declaration of Condominium of The Condominium, including all appurtenances thereto, now or hereafter placed thereon, all furniture, fixtures, furnishings, machinery and equipment now or hereafter located thereon, kept or used in and about the common elements thereof, and all fixtures and equipment now or hereafter contained or placed upon any condominium parcel, including air conditioners, stoves, ranges, refrigerators, hot water heaters, and dishwashers, said lien being prior and superior to all other liens and encumbrances except institutional first mortgages against condominium apartment units.

d. All liens provided for herein shall secure the payment of all monies due the Lessor hereunder and may be foreclosed in a manner provided for the foreclosure of mortgages, provided, however, no lien against any fixtures or equipment in a condominium apartment unit, or against any portion of such condominium apartment unit, shall secure a sum greater than the percentage of the total existing monies due and owing the Lessor by the Lessee then in default equal to the percentage interest in the common elements and common surplus attributable to such condominium apartment, and the lien against any equipment, furnishings, fixtures or portion of the said condominium unit apartment may be discharged by the owner thereof by payment to the Lessor of such sum.

e. Foreclosure Not to Operate as Termination.

(1) Foreclosure or other action to enforce the liens herein provided for shall not operate or be construed as a termination or cancellation of this lease, or as an extinguishment of any

such lien, except such liens shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or other such action.

f. Rights of Institutional First Mortgagees.

(1) An institutional first mortgagee is defined as a bank, savings and loan association, insurance company or trust, holding a first mortgage secured by a condominium apartment unit.

(2) Subordination by Lessor. The Lessor hereby agrees that all liens created in its favor pursuant to and by the provisions of this ninety-nine year lease, as well as by operation of law, shall be subordinate to the lien of any institutional first mortgagee against a condominium apartment unit, and further agrees to sign and execute any instrument reflecting acknowledgment of such subordination, or to join in the execution and delivery of a mortgage (provided it does not thereby assume or become obligated to perform any covenants of the mortgagor therein) as the mortgagee may require, provided, further, that the Lessor has and does hereby specifically subordinate all of its lien rights to the lien of each and every mortgage lien against condominium apartment units at Parliament House created by first mortgages recorded in the Public Records of Broward County, Florida, prior to or subsequent to the date hereof, wherein the mortgagee is FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI.

(3) Foreclosure by Institutional First Mortgagee. In the event an institutional first mortgagee shall foreclose its mortgage against a condominium parcel and obtain title to the same by public sale held as a result of such foreclosure suit, or in the event such institutional first mortgagee shall acquire title by conveyance in lieu of foreclosure, then so long as such institutional mortgagee shall continue to hold title to the said condominium apartment unit, the rent provided for to be paid during the term of this lease shall be reduced by a percentage figure equal to the percentage interest in the common elements and in the common surplus attributable to such condominium apartment unit, and such reduction in rent shall inure to the benefit of the institutional first mortgagee acquiring title to such condominium apartment unit by crediting the amount thereof against its share of the common expenses of the Condominium. Such reduction shall continue only for such time as the institutional first mortgagee shall remain the title holder of the condominium apartment unit, and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee, and the said credit and reduction shall cease and terminate as of the date that the said

apartment unit shall be conveyed by the institutional first mortgagee, or for such period of time as such condominium apartment unit shall be occupied by a tenant or lessee holding by, through or under the institutional first mortgagee. Nothing herein contained shall operate as an extinguishment of this lease in whole or in part, or as a termination of the Lessor's lien, aforescribed, as against the entire condominium property or the condominium parcel foreclosed.

16. Consent and Ratification of This Lease by Unit Owners.  
Each and every person, whether natural or corporate, who shall acquire or take any title or interest whatsoever in or to a condominium apartment unit in the Condominium, shall by acceptance and/or the recordation of the deed, grant, assignment, or other instrument granting, conveying, or providing for such interest, or by the exercise of the rights or uses granted herein, be deemed to have consented to and ratified the provisions of this lease, to the same effect and extent as if such person or persons had executed the lease with the formalities required in deeds, and shall be deemed to have subordinated and subjected each and every interest of such person to the terms of this lease including the provisions providing for the Lessor's lien rights in the condominium property and in the condominium apartment units. The unit owners shall execute the Pledge Agreement set forth in paragraph 3 e hereof.

17. Assignment.

a. Provided that this lease is not in default and is in good standing the Lessee may freely assign the same provided:

(1) No such assignment or transfer shall be valid unless and until the assignee shall expressly assume and agree to perform each and every one of the covenants of this lease which, by the terms hereof, the Lessee agrees to keep and perform, said assumption to be evidenced by written instrument, executed in recordable form, and delivered to the Lessor after the same has been recorded in the Public Records of Dade County, Florida. No such assignment, transfer or assumption shall operate to release a prior Lessee from any of the obligations hereof, and no such prior Lessee shall be released unless and until a written discharge or release of such Lessee, duly executed by the Lessor, shall be recorded amongst the Public Records of Dade County, Florida.

b. The Lessor shall have the right to assign and to encumber its interest under this lease and to the Demised Premises without the consent of the Lessee, provided, further, that the Lessee shall, at the Lessor's request, sign and execute such instruments as may be required or requested by the Lessor to effectuate such transfer or encumbrance.

c. Each of the parties hereto agree to provide the other, within fifteen (15) days after written request therefor, a statement of the status of the lease, in writing, advising whether the lease is in good standing, and if it is not, the particulars in which it is not; and failure to provide such statement shall constitute a representation that the lease is in good standing which may be relied upon by any third party as being true and correct.

d. All obligations assumed and imposed by the terms and conditions hereof are covenants running with the land and shall pass successively upon the occasion of any transfer or assignment of an interest in the Demised Premises or this lease.

18. Duty of Lessee to Pay. It shall be the duty and obligation of the Lessee to assess its apartment unit owners, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, the Declaration of Condominium and By-Laws of Parliament House, for such monies as shall be necessary to pay the rents and other obligations provided for by this lease, and to otherwise perform its covenants and promises contained herein.

19. Lessor's Right to Perform Lessee's Covenants. In the event Lessee shall fail to pay the costs of maintenance and repair required to the Demised Premises, or if it shall fail to take out, maintain and deliver insurance policies required herein, or shall otherwise fail to perform any other act on its part covenanted herein to be performed by it, including the assessment against apartment unit owners of monies necessary to pay the rents herein provided for and the other obligations of the Lessee herein contained, then the Lessor may, but shall not be obligated to, without notice or demand upon the Lessee, perform the act so omitted or failed to be performed by the Lessee, or pay the monies which the Lessee has failed or refused to pay. If such performance by the Lessor shall constitute in whole or in part the payment of monies, such monies paid by the Lessor, together with interest thereon at the rate of 10 per cent per annum, shall be deemed additional rents due and payable the Lessor on demand, or at the option of the Lessor, the said monies may be added to any rent then due or thereafter becoming due under the terms and provisions of this lease; and the Lessee covenants to pay any such sums with the said interest, and the Lessor shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies as exist pursuant to the terms and provisions hereof, as well as to operation and rules of law, in the event of default by the Lessee in the payment of rent.

20. Quiet Enjoinment. The Lessor covenants and agrees with the Lessee that so long as the Lessee keeps and performs all of its covenants herein made, the Lessee shall have quiet and undisturbed and continued possession of the Demised Premises subject only to the terms and provisions of this lease herein provided, and the easements herein referred to.

21. Lessor's Right of Entry. The Lessor and its agents shall have the right of entry upon the Demised Premises at all reasonable times to examine the condition and use thereof, and if said premises are damaged by any casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, and it shall have the right to recover the costs thereof from the Lessee as additional rent due under the terms of this lease.

22. Title to Demised Premises. The interest of the Lessee in the Demised Premises shall be subject to:

a. The title and rights of the Lessor, and the terms, conditions and provisions of this ninety-nine year lease.

b. All easements which have been or which may hereafter be created by the Lessor, or joined in by the Lessor, for the purpose of providing for utilities, passage, or other use designed to permit the full utilization and enjoyment of the Demised Premises, and of the condominium apartment building, by the owners and occupants of apartment unit owners at PARLIAMENT HOUSE.

c. The lien of any mortgagee in connection with any mortgage now existing or hereafter created encumbering the Demised Premises, provided, however, that any such mortgage shall acknowledge the existence of this ninety-nine year lease agreement, and the Lessee's rights hereunder, so long as it shall faithfully perform each and every of its duties and obligations herein imposed.

23. Default Clause.

a. It is further covenanted and agreed by and between the parties hereto that in case, at any time, default shall be made by the Lessee in the payment of any of the rent herein provided for upon the day the same becomes due and payable, or in case of default in relation to liens, as hereinabove provided for, or if the Lessee shall fail to pay any of the taxes or assessments herein provided for, or in case of the sale or forfeiture of said Demised Premises

or any part thereof during said demised term for non-payment of any tax or assessment, or in case the Lessee shall fail to keep insured any building or improvements which may, at any time hereafter, be upon the said premises, as herein provided for, or shall fail to expend insurance money, as herein provided for, or if the Lessee shall fail to perform any of the covenants of this Lease by it to be kept and performed, then, and in any of such events, it shall and may be lawful for the Lessor, at its election, to declare said demised term ended, and to re-enter upon said premises and the buildings and improvements situated thereon, or any part thereof, either with or without process of law, the said Lessee hereby waiving any demand for possession of said premises, and any and all buildings and improvements then situated thereon; or, the Lessor may have such other remedies as the law and this instrument afford. The Lessee covenants and agrees that upon the termination of said demised term at such election, or in any other way, the Lessee will surrender and deliver up the Demised Premises peaceably to the Lessor, its agents or attorneys, immediately; and if the Lessee, its agents, attorneys or tenants shall hold the said premises, or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of said premises under the statute and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

b. Though this be a Long-Term Lease, the parties understand and agree that the relationship between them is that of Landlord and Tenant, and the Lessee specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of Landlord and Tenant respecting collection of rent or possession of the premises, accrues to the Lessor hereunder.

c. Nothing herein contained shall be construed as authorizing the Lessor to declare this Lease in default where the default consists in the non-payment of rent or taxes, or payments on Lessee created mortgages on Lessee's interest in the Demised Premises, until such non-payment shall, in violation of the terms of this Lease, have continued for fifteen (15) days after written notice of such default shall have been given by the Lessor to the Lessee; and where the alleged default consists of some violation other than the foregoing, the Lessor may not declare this Lease in default until such violation shall have continued for thirty (30) days after the Lessor shall have given the Lessee written notice of such violation, and Lessee shall not have undertaken, during said thirty-day notice period, to cure said violation by vigorous and affirmative action; provided, however, that nothing herein contained shall be construed



as precluding the Lessor from having such remedy as may become necessary in order to preserve the Lessor's rights and the interest of the Lessor in the premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph if, under particular circumstances then existing, the allowance of such grace period or the giving of such notice would prejudice or endanger the rights and estate of the Lessor in this Lease and in the Demised Premises.

d. All default and grace periods shall be deemed to run concurrently and not consecutively.

e. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges and remedies of the Lessor contained in this Lease, shall be construed as cumulative, and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities by law,

f. It is further covenanted and agreed by and between the parties hereto that the right given to the Lessor in this Lease to collect the rent that may be due under the terms of this Lease by any proceedings under the same, or the right to collect any additional rent, money or payments due under the terms of this Lease by any proceedings under the same, or the right given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the rights of such Lessor to declare this Lease void and the term hereby ended, as herein provided, when default is made in the payment of said rent, or when default is made by the Lessee in any of the terms and provisions of this Lease.

g. It is further covenanted and agreed by and between the parties hereto that in the event of the termination of this Lease at any time before the expiration of the term of years hereby created, for the breach by the Lessee of any of the covenants herein contained, then all of the right, estate and interest of the Lessee in and under this Indenture and in the Demised Premises, and all additions and accessions thereto, then situated in the said Demised Premises, together with all rents, issues and profits of said premises and the improvements thereon, whether then accrued or to accrue, and all insurance policies and all insurance monies paid or payable thereunder, and the then entire undisbursed balance of any building escrow fund, and the entire undisbursed balance of any then existing joint bank account which may have been created under the terms hereof, and all of them, shall at once pass to and become the property of the Lessor without any compensation therefor unto the Lessee, not as a penalty for forfeiture but as liquidated damages

to Lessor because of such default by Lessee and the consequent cancellation of the Lease; each of the parties acknowledging it to be the fact that for breach and consequent cancellation of a long-term lease of this character, the Lessor will sustain substantial damage of such character as to make it most burdensome and tedious, if not actually impossible, to ascertain the amount thereof with mathematical precision. Each of the parties, therefor, have agreed upon this provision for liquidated damages in the interests of obviating what would otherwise be burdensome and difficult litigation to maintain or to defend, as the case may be; and this provision for liquidated damages has been taken into account by both parties in fixing the terms of and the consideration for the making of this Lease.

h. The Lessee pledges with and assigns unto the Lessor, all of the rents, issues and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the Demised Premises, and in connection with such pledging of such rents, the Lessee covenants and agrees with the Lessor that if the Lessor, upon the default of the Lessee, elects to file suit to enforce or cancel the Lease and perfect the Lessor's rights thereunder, then the Lessor may, as ancillary to such suit, apply to any Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Demised Premises, and all additions and accessions thereto, and thereupon, it is expressly covenanted and agreed that the Court shall forthwith appoint a Receiver with the usual powers and duties of Receivers in like cases, and such appointment shall be made by such Court as a matter of strict right to the Lessor, and without reference to the adequacy or inadequacy of the value of the property which is subject to the Landlord's lien, or to the solvency or insolvency of the Lessee, and without reference to the commission of waste.

24. Costs and Attorney's Fees. In any proceeding arising by reason of an alleged failure of the Lessee to perform any of its duties and obligations pursuant to the provisions hereof, or by reason of an alleged breach of any of the terms and/or conditions or covenants of this lease, or by reason of any default in the payment of any monies, rentals or sums due or becoming due under the terms and provisions hereof, or by reason of any action by the Lessor to require the Lessee to comply with its duties and obligations hereunder, the Lessor shall, in the event it shall prevail in such action, be entitled to recover its reasonable attorney's fees incurred, together with all costs, including those not normally allowable in actions at law, such as but not limited to copies of depositions, whether or not used at trial; travel expenses for

witnesses travelling from without Broward County for the purpose of testifying at trial or deposition; expert witness fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the Lessor in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify. In the event of any dispute or litigation between the Lessor and the Lessee in connection with any alleged breach or default upon the part of the Lessee wherein the Lessor deems it advisable or necessary to retain the services of an attorney, and which is settled prior to a judicial determination of the issues, or prior to litigation, by the Lessee paying the monies demanded, by the Lessee otherwise complying with the demands of the Lessor as to the Lessee's duties and obligations under the terms of this lease, the Lessor will be deemed to have prevailed in such dispute or controversy, and to be entitled to the recovery of his reasonable attorney's fees incurred in connection therewith.

25. Solvency of Lessee. If, during the term of this Lease, (a) the Lessee shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition shall be filed by or against the Lessee under any law having for its purpose the adjudication of the Lessee as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of the Lessee or the reorganization of the Lessee; or (c) a permanent receiver be appointed for the property of the Lessee; or (d) any governmental authority take possession of the lands described in the Declaration of Condominium of The Condominium, this lease, at the option of the Lessor, shall be terminated and shall expire as fully and completely as if the day of happening of such contingency coincided with the date specifically fixed as the expiration of the term hereof, the provisions relative to notice and grace notwithstanding, and the Lessee shall then quit and surrender the Demised Premises to the Lessor but the Lessee shall remain liable as hereinafter provided. If the Lessee shall contest any proceeding of an involuntary nature which would be grounds or cause for the termination under this section, and shall prosecute said defense with due diligence, provided all other covenants of the Lessee herein made are otherwise kept and performed, the right of termination in the Lessor under this section shall be suspended until the ultimate determination of said matters by a court of competent jurisdiction or until the Lessee shall abandon or fail to take suitable action to preserve its rights to contest the proceedings. The Lessee shall, every 20 days, notify the Lessor

of its continued intention to prosecute its defense and, further, advise the Lessor of the state of all litigation then pending, and the failure of the Lessee to do so shall be deemed a termination of the suspension of the Lessor's right to terminate as above provided. If a defense shall be brought by the Lessee and timely prosecuted and the Lessee shall comply with the above provision with regard to notice and information to the Lessor, then the right of the Lessor to terminate by reason of the provisions of this section shall be controlled by the outcome of such litigation, that is:

a. If such litigation be resolved in favor of the Lessee, the Lessor shall have no right to terminate by reason of the occurrence of the acts first listed.

b. If such litigation be resolved against the Lessee, the Lessor shall have the right to terminate as above provided, but nothing herein shall be construed as relieving the Lessee of the performance of any of its covenants herein which became performable prior to the determination of the outcome of such litigation or the earlier abandonment of defense by the Lessee.

26. Entire Agreement. This instrument constitutes the entire agreement between the parties, and neither party has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever in any way touching the subject matter of this agreement which are not expressly contained herein.

27. Notice. Whenever, under the terms of this lease agreement, reference is made to the giving of notice by one of the parties hereto to the other, or whenever either of the parties shall desire to give notice of any matter to the other, such notice shall be given and shall be deemed sufficient when given by written instrument sent by registered or certified mail, return receipt requested, addressed to the appropriate party, with postage prepaid. For the purposes of this paragraph and this lease, the addresses of the parties hereto are as follows: Lessor: c/o Meyer Weiss, Rose & Arkin, 407 Lincoln Road, Miami Beach, Florida 33139 Lessee: PARLIAMENT HOUSE CONDOMINIUM, INC., 405 North Ocean Boulevard, Pompano Beach, Florida. Either party may change the address for giving of notice hereunder by giving notice of such change to the other party in the manner above provided.

28. Construction. This lease shall be construed and interpreted in accordance with the laws of the State of Florida.

29. Severability. The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word, or of any provision of this lease shall not affect the validity of the remaining portions thereof.

30. Captions and Titles. The captions and titles contained in this lease are for convenience and reference only and in no way shall serve to limit or describe the scope or intent of this lease or any part thereof.

31. Termination of Condominium. A voluntary or involuntary termination of the Lessee, or of the condominium created by virtue of the Declaration of Condominium of The Condominium, shall not terminate this lease. In the event of a voluntary or involuntary termination of the Lessee, wherein the Condominium is not likewise terminated, the successor association to the Lessee, organized or constituted according to the applicable statutes of the State of Florida as contained in the Condominium Act, shall assume and shall be charged, in any event, with all of the duties, obligations, and responsibilities of the Lessee hereunder. In the event of a voluntary or involuntary termination of the Condominium, all of those persons owning a condominium unit apartment as of the date of termination of the Condominium shall automatically and by operation of this lease, jointly and severally, constitute the Lessee hereunder and shall jointly and severally be obligated to perform each and every of the Lessee's covenants and promises and undertakings herein provided for. Upon an apartment unit owner acquiring an interest in the Lessee's rights under this lease, or becoming a Lessee under the terms of this lease, by reason of termination of the Condominium, his rights hereunder may thereafter be assigned only if there then be no default in any of the provisions of this lease and only if such assignment be in connection with a sale, transfer or hypothecation of all of his rights in the property which was, prior to termination of the Condominium, condominium property, excepting only and provided that any institutional first mortgagee which shall become an owner of an apartment unit or a tenant in common in what had been condominium property by foreclosure or deed in lieu of foreclosure, shall not be liable or obligated in any way by the provisions of this section, but the grantee of any such institutional mortgagee shall be fully liable and obligated hereunder, and such mortgagee shall be liable and obligated for the payment of a proportionate share of the rental due and attributable to such apartment during such period of time as the apartment shall be occupied by a tenant or lessee holding under, by or through such institutional first mortgagee.

32. Waiver of Rights. The failure of the Lessor to enforce any covenant, obligation or agreement of the Lessee herein contained shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce any other covenant, obligation or agreement herein contained.

33. Once recorded, this ninety-nine year lease may not be amended except by instrument in writing executed by the parties hereto, duly recorded in the Public Records of Broward County, Florida.

34. A copy of this ninety-nine year lease shall be exhibited or delivered to each person contracting to acquire a condominium apartment unit in the Condominium from the Developer, for the purpose of making full disclosure of all of the terms and provisions hereof. Each such person expressly agrees and consents that minor changes, deletions, additions and amendments may be made to this Lease prior to the recordation thereof, and without further advice or notice to such person, for the purpose of correcting typographical errors, complying with the requirements of an institutional mortgagee, or for other reason, provided such deletion, addition and amendment shall not materially adversely affect the rights of such person or of the Lessee hereunder.

35. Gender and Use of Singular or Plural. Wherever the context hereof so requires or permits, the use of the singular shall include the plural, and the use of the plural shall include the singular; and the use of any gender shall include all genders.

36. The improvements to be erected upon the demised property and the improvements upon the lands described on Exhibit B attached hereto will be mutually dependent upon each other for support. The parties hereto agree that neither party shall perform any act, or allow any event to occur which would deprive the respective improvements of the support required by the improvements erected or to be erected upon the demised premises and the improvements erected or to be erected upon the property described in Exhibit B. Cross-easements for such support are hereby granted by each of the parties hereto to the other. Cross-easements are hereby granted by each party hereto to the other for the purpose of maintaining and repairing the improvements upon the respective properties. The rights granted under this easement shall be utilized by each party in such a manner so that no damage results to the other party's property and so that there is no interference with the use of the other party's property. In the event any damage results from the exercise of the rights granted hereunder, the party causing such damage shall immediately repair same at its own cost and expense.

37. The Lessee shall not have any right to alter the improvements erected upon the demised premises on the commencement date of this lease or to add any further improvements thereto without the consent of the Lessor.