

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

INSTR # 114979153
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Broward County Commission
7 Page(s)
#1

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

The undersigned, as the President and Director of Harwick House, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Amended and Restated Declaration of Condominium (the "Declaration") of the Association, as set forth in the Declaration of the Association as described in O.R. Book 32222 at Page 0403, Instrument Number 101393493 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the members of the Association duly called and held on March 27, 2018, by a vote of not less than fifty-one (51%) percent of the of the members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established and by a majority of the of the Board of Directors.

IN WITNESS WHEREOF, the undersigned being the President and Director of this Association, has executed this Amendment to the Declaration this 27th day of March, 2018.

WITNESSED:

Harwick House, Inc.

By: Peter Mulligan
Print Name: Peter Mulligan
Its: President

Dianne Wessels
Witness
DIANNE Wessels
Printed Name of Witness

Melissa Wessman
Witness
Melissa Wessman
Printed Name of Witness

Dianne Wessels
Witness
DIANNE Wessels
Printed Name of Witness

Melissa Wessman
Witness
Melissa Wessman

By: John Ferrari
Print Name: John Ferrari
Its: Director

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of March, 2018, by Peter Mulligan, as President of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



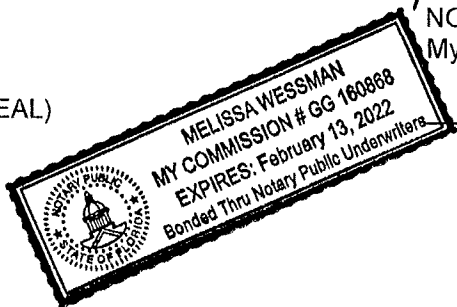
[Signature]
Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of March, 2018, by John Ferrari, as Director of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

(Additions are indicated by underline; deletions by ~~strikethrough~~)

Article VI of the Declaration of Condominium shall be amended as follows:

VI. OWNERSHIP OF CONDOMINIUM PARCELS, MAINTENANCE AND ALTERATIONS

D. **APPURTENANCES:** The ownership of each condominium parcel shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

1. **Limited Common Elements:** Each apartment owner shall have the exclusive right to use one (1) parking space. Each apartment owner shall have the exclusive right to use one storage compartment. **Once a parking space or storage compartment is assigned to an apartment owner by the Association for the apartment owner's exclusive use, said parking space and/or said storage compartment shall become a Limited Common Element appurtenant to that Unit. An apartment owner who is assigned a parking space and/or a storage compartment is prohibited from assigning, transferring or renting such parking space or storage compartment, however, the Association shall have the right to transfer, assign or rent such parking spaces and storage compartments. There shall be no recordation amongst the Public Records of Broward County, Florida of the transfer or assignment of the parking spaces or storage compartments. The Association shall have the right to promulgate rules and regulations in connection with the parking spaces and storage compartments, including without limitation the use and maintenance thereof and each apartment owner shall be subject to such rules and regulations. All parking spaces and storage compartments, unless assigned, are General Common Elements.**

[Remainder of Section not changed]

Article IX of the Declaration of Condominium shall be amended as follows:

IX. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. No apartment owner may lease an apartment without obtaining the Association's prior approval of his or her lease and lessee (and any occupant residing with lessee) and any lease entered into without this approval shall be void. Guests staying in a unit for more than fourteen (14) days in any twelve month period shall be considered to be tenants, subject to lease approval as provided herein and in paragraph F(1) of

this Article. If such guest is not approved by the Association at the conclusion of the 14-day guest period, the guest must vacate the unit immediately. Any guest that stays beyond the 14-day guest period without being approved as an occupant or tenant, shall be in violation of this Declaration and such violation shall be considered grounds for automatic disapproval if the guest later submits an application to lease or occupy a unit. The Association shall have the right to perform a background check and credit check against any and all prospective lessees and all occupants residing in the apartment. Only those lessees and occupants who are approved by the Association to reside in the apartment may do so. The Association has the right to deny a person from leasing and/or occupying an apartment without being obligated to provide a substitute lessee. The Association may consider the following grounds, without limitation, for automatic disapproval of any prospective lessee or occupant of an apartment:

1. The person or persons seeking approval has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders against person or persons;
2. The person or persons seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;
3. The person or persons seeking approval gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the condominium or neighborhood. By way of example, but not limitation, an apartment owner allowing a lessee to take possession of the apartment prior to approval by the Association as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;
4. The person or persons seeking approval has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;
5. The person or persons seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;
6. The owner of the apartment requesting the approval of the lease has monetary obligations, including without limitation any Assessment, due to the Association at the time approval is sought;
7. Applicant and/or any occupants is a registered sex offender; and/or
8. The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the Association and recorded in the Public Records before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances. In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land.

1. Sale or Lease. No apartment owner who becomes an owner of record after the Effective Date of these amendments may lease his or her apartment during the first two (2) years of ownership, measured from the date of recordation of the instrument of conveyance. If the apartment conveyed is subject to an existing approved lease, the two-year (2) period shall be measured from the expiration of the existing lease, which existing lease may not be extended or renewed. Subject to the foregoing, no apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than one year without approval of the Association. The Association is authorized to collect a reasonable transfer fee as may be determined by the Board of Directors from time to time to defray the expenses of approving a sale or lease. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the

name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all other information the Association may require, the Association must approve or deny the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser or lessee.

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. No occupant, including without limitation an heir, devisee, grantee or the personal representative of the estate of such deceased owner shall reside in an apartment without first obtaining the Association's prior written approval. Within thirty (30) days after receipt of such notice and all other information the Association may require, the Association must approve the occupancy of the apartment by such applicant.

(d) Business Entities. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the date of the recordation of these amendments in the Public Records on August 23, 2016, no transfer of an apartment to a business entity, including without limitation, a corporation, LLC, partnership or any other business entity shall be valid. The foregoing shall not apply to the acquisition by the Association of an apartment in the condominium or an institutional mortgagee of title to an apartment pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee. Ownership of an apartment in a trust shall be a valid provided that the beneficiary and/or trustee of the trust is a natural person and not an LLC or other business entity, however, all occupants (including without limitation any beneficiary or trustee) must be approved by the Association prior to being permitted to occupy the apartment.

(e) Multiple Ownership. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the Effective Date of these amendments, no transfer to a party who is already an owner of an apartment in this condominium, shall be valid, which shall include, without limitation, ownership of an apartment by a trustee or beneficiary who is/are a trustee or a beneficiary under a trust that owns an apartment in this condominium. The foregoing shall not apply to the Association or to the acquisition by an institutional mortgagee of title to an apartment pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

(f) Grounds to deny the sale or occupancy of an Apartment. Only those purchasers and/or occupants, who are approved by the Association to reside in the Apartment may do so. This restriction shall apply to a trustee or beneficiary who is/are a trustee or a beneficiary under a trust that owns an apartment in this condominium or any person who obtains title to an apartment or any right to reside therein through a similar type of instrument including, without limitation a will or a power of attorney. The Association has the right to deny any person from occupying an Apartment for the following reasons without being obligated to provide a substitute occupant or substitute purchaser of an Apartment:

1. The person or persons seeking approval has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders against person or persons;

2. The person or persons seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;

3. The person or persons seeking approval gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the condominium or neighborhood. By way of example, but not limitation, an apartment owner allowing a lessee to take possession of the apartment prior to approval by the Association as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

4. The person or persons seeking approval has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;

5. The person or persons seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;

6. The owner of the apartment requesting the approval of the lease has monetary obligations, including without limitation any Assessment, due to the Association at the time approval is sought;

7. Applicant and/or any occupants is a registered sex offender; and/or

8. The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.

G. Mortgage. Upon obtaining a mortgage for an apartment, the owner shall provide Association with the name, address, telephone and loan number of the mortgage, for Association insurance purposes.

H. Liens.

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

I. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding.

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

K. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to any action evict a tenant and any action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. If the Association hires an attorney to enforce compliance with the Association's Declaration, By-Laws, Articles or rules and regulations, the Association shall be entitled to reimbursement by the apartment owner for such attorneys' fees and costs incurred. Failure of an apartment owner to pay such attorneys' fees and costs when due shall permit the Association to record a lien against the apartment in the

amount of the outstanding attorneys' fees and costs and foreclose on that lien in accordance with this Declaration. In addition, in any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

L. Should the owners of the Recreation Unit, or their heirs or assigns, become the owners of any apartment unit by virtue of the foreclosure of the lien for delinquent rentals, then and in that event, the owners of said Recreation Unit, or their heirs or assigns, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said apartment and its interest in the common elements and transfer of said apartment and the leasehold interest in the Recreation Unit may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from owners of said Recreation Unit, or their heirs or assigns, shall be bound by the terms and conditions of this Article IX.

M. Washers and Dryers. Laundry equipment, including washer and dryer equipment, are not permitted to be installed or utilized in any apartment. Should an apartment owner install a washer and dryer in any apartment, the Association shall have the right, but not the obligation, to enter the apartment, remove the washer and/or dryer equipment and pass such removal costs on to the apartment owner. Any charge against the apartment or the apartment owner shall be considered an Assessment. Failure of an apartment owner to pay such Assessment when due shall permit the Association to record a lien against the Apartment in the amount of the outstanding Assessment and foreclose on that lien in accordance with Article VII of the Declaration. The Association shall also have any other rights and remedies as set forth in this Declaration or the Condominium Act.

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

The undersigned, as the President and Secretary of Harwick House, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Amended and Restated Declaration of Condominium (the "Declaration") of the Association, as set forth in the Declaration of the Association as described in O.R. Book 32222 at Page 0403, Instrument Number 101393493 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the members of the Association duly called and held on November 7, 2017, by a vote of not less than fifty-one (51%) percent of the of the members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established and by a majority of the of the Board of Directors.

IN WITNESS WHEREOF, the undersigned being the President and Secretary of this Association, has executed this Amendment to the Declaration this 7th day of November, 2017.

WITNESSED:

Arturo Castro
Witness
Arturo Castro
Printed Name of Witness

[Signature]
Witness
Melissa Wessman
Printed Name of Witness

Arturo Castro
Witness
Arturo Castro
Printed Name of Witness

[Signature]
Witness
Melissa Wessman

Harwick House, Inc.

By: Peter Mulligan
Print Name: Peter Mulligan
Its: President

By: [Signature]
Print Name: John DiFiore
Its: Secretary

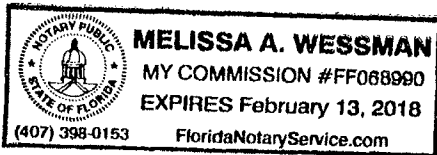
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Broward) ss:

The foregoing instrument was acknowledged before me this 7th day of November, 2017, by Peter Mulligan, as President of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

[Signature]
Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires: _____

(NOTARY SEAL)



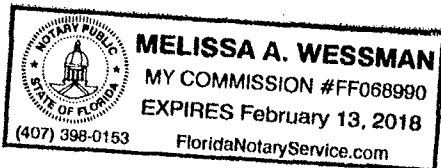
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Broward) ss:

The foregoing instrument was acknowledged before me this 7th day of November, 2017, by Deborah Nataloni, as Secretary of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

[Signature]
Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires: _____

(NOTARY SEAL)



**AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

(Additions are indicated by **underline**; deletions by ~~strikethrough~~)

Article IX of the Declaration of Condominium shall be amended as follows:

IX. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. No apartment owner may lease an apartment without obtaining the Association's prior approval of his or her lease and lessee (and any occupant residing with lessee) and any lease entered into without this approval shall be void. Guests staying in a unit for more than ~~two (2) consecutive weeks~~ **fourteen (14) days in any twelve month period** shall be considered to be tenants, subject to lease approval as provided herein and in paragraph F(1) of this Article. **If such guest is not approved by the Association at the conclusion of the 14-day guest period, the guest must vacate the unit immediately. Any guest that stays beyond the 14-day guest period without being approved as an occupant or tenant, shall be in violation of this Declaration and such violation shall be considered grounds for automatic disapproval if the guest later submits an application to lease or occupy a unit.** The Association shall have the right to perform a background check and credit check against any and all prospective lessees and all occupants of ~~lessee~~ residing in the apartment. Only those lessees and occupants who are approved by the Association to reside in the apartment may do so. The Association has the right to deny a person from leasing and/or occupying an apartment without being obligated to provide a substitute lessee. The Association may consider the following grounds, without limitation, for automatic disapproval of any prospective lessee or occupant of an apartment:

1. The person or persons seeking approval has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders against person or persons;
2. The person or persons seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;
3. The person or persons seeking approval gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the condominium or neighborhood. By way of example, but not limitation, an apartment owner allowing a lessee to take possession of the apartment prior to approval by the Association as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

4. The person or persons seeking approval has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;
5. The person or persons seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;
6. The owner of the apartment requesting the approval of the lease has monetary obligations, including without limitation any Assessment, due to the Association at the time approval is sought;
7. Applicant and/or any occupants is a registered sex offender; and/or
8. The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the Association and recorded in the Public Records before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances. In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as the apartment building in useful condition exits upon the land.

1. Sale or Lease. No apartment owner who becomes an owner of record after the Effective Date of these amendments may lease his or her apartment during the first two (2) years of ownership, measured from the date of recordation of the instrument of conveyance. If the apartment conveyed is subject to an existing approved lease, the two-year (2) period shall be measured from the expiration of the existing lease, which existing lease may not be extended or renewed. Subject to the foregoing, no apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than one year without approval of the Association. The Association is authorized to collect a reasonable transfer fee as may be determined by the Board of Directors from time to time to defray the expenses of approving a sale or lease. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all other information the Association may require, the Association must approve or deny the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser or lessee.

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. **No occupant, including without limitation an heir, devisee, grantee or the personal representative of the estate of such deceased owner shall reside in an apartment without first obtaining the Association's prior written approval.** Within thirty (30) days after receipt of such notice and all other information the Association may require, the Association must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee or grantee or the personal representative of the estate at the then market value of the apartment. In the event that the Association does not furnish a purchaser approved by the Association who will purchase said apartment from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the apartment within thirty (30) days after receipt of such notice, then and in that event, the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said occupant shall be entitled to occupy said apartment.

(d) Business Entities. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the date of the recordation of these amendments in the Public

Records on August 23, 2016, no transfer of an apartment to a business entity, including without limitation, a corporation, LLC, partnership or any other business entity shall be valid. The foregoing shall not apply to the acquisition by the Association of an apartment in the condominium or an institutional mortgagee of title to an apartment pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee. Ownership of an apartment in a trust shall be a valid provided that the beneficiary and/or trustee of the trust is a natural person and not an LLC or other business entity, **however, all occupants (including without limitation any beneficiary or trustee) must be approved by the Association prior to being permitted to occupy the apartment.**

(e) Multiple Ownership. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the Effective Date of these amendments, no transfer to a party who is already an owner of an apartment in this condominium, shall be valid, which shall include, without limitation, ownership of an apartment by a trustee or beneficiary who is/are a trustee or a beneficiary under a trust that owns an apartment in this condominium. The foregoing shall not apply to the Association or to the acquisition by an institutional mortgagee of title to an apartment pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

(f) **Grounds to deny the sale or occupancy of an Apartment. Only those purchasers and/or occupants, who are approved by the Association to reside in the Apartment may do so. This restriction shall apply to a trustee or beneficiary who is/are a trustee or a beneficiary under a trust that owns an apartment in this condominium or any person who obtains title to an apartment or any right to reside therein through a similar type of instrument including, without limitation a will or a power of attorney. The Association has the right to deny any person from occupying an Apartment for the following reasons without being obligated to provide a substitute occupant or substitute purchaser of an Apartment:**

1. **The person or persons seeking approval has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders again person or persons;**
2. **The person or persons seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;**
3. **The person or persons seeking approval gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the condominium or neighborhood. By way of example, but not limitation, an apartment owner allowing a lessee to take possession of the apartment prior to approval by the Association as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;**
4. **The person or persons seeking approval has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;**
5. **The person or persons seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;**
6. **The owner of the apartment requesting the approval of the lease has monetary obligations, including without limitation any Assessment, due to the Association at the time approval is sought;**
7. **Applicant and/or any occupants is a registered sex offender; and/or**
8. **The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.**

2. Mortgage. Upon obtaining a mortgage for an apartment, the owner shall provide Association with the name, address, telephone and loan number of the mortgage, for Association insurance purposes.

3. Liens.

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding.

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

6. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to any action evict a tenant and any action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. If the Association hires an attorney to enforce compliance with the Association's Declaration, By-Laws, Articles or rules and regulations, the Association shall be entitled to reimbursement by the apartment owner for such attorneys' fees and costs incurred. Failure of an apartment owner to pay such attorneys' fees and costs when due shall permit the Association to record a lien against the apartment in the amount of the outstanding attorneys' fees and costs and foreclose on that lien in accordance with this Declaration. In addition, In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

7. Should the owners of the Recreation Unit, or their heirs or assigns, become the owners of any apartment unit by virtue of the foreclosure of the lien for delinquent rentals, then and in that event, the owners of said Recreation Unit, or their heirs or assigns, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said apartment and its interest in the common elements and transfer of said apartment and the leasehold interest in the Recreation Unit may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from owners of said Recreation Unit, or their heirs or assigns, shall be bound by the terms and conditions of this Article IX.

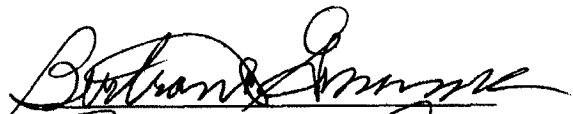
This instrument was prepared by
and should be returned to:
Matthew Zifrony, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301


**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**



The undersigned, as the President and Treasurer of Harwick House, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Amended and Restated Declaration of Condominium (the "Declaration") of the Association, as set forth in the Declaration of the Association as described in O.R. Book 32222 at Page 0403, Instrument Number 101393493 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the members of the Association duly called and held on 2/9, 2017, by a vote of not less than fifty-one (51%) percent of the of the members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established and by a majority of the of the Board of Directors.


IN WITNESS WHEREOF, the undersigned being the President and Treasurer of this Association, has executed this Amendment to the Declaration this 9th day of February, 2017.

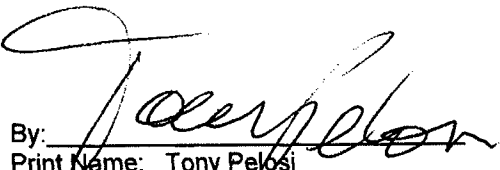
WITNESSED:


Witness
BERTRAND GENME
Printed Name of Witness


Witness
Melissa Wessman
Printed Name of Witness


Witness

Printed Name of Witness
Melissa Wessman
Witness

Harwick House, Inc.
By: 
Print Name: Peter Mulligan
Its: President

By: 
Print Name: Tony Pelosi
Its: Treasurer

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Broward) ss:

The foregoing instrument was acknowledged before me this 9th day of February, 2017, by Peter Mulligan, as President of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.



[Signature]
Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Broward) ss:

The foregoing instrument was acknowledged before me this 9th day of February, 2017, by Tony Pelosi, as Treasurer of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.



[Signature]
Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

**AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

(Additions are indicated by underline; deletions by ~~{strikethrough}~~)

(Sections A – C and E – F of Article IX of the Declaration of Condominium shall remain unchanged)

Section D of Article IX of the Declaration of Condominium shall be amended as follows:

IX. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

D. Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. No apartment owner may lease an apartment without obtaining the Association's prior approval of his or her lease and lessee (and any occupant residing with lessee) and any lease entered into without this approval shall be void. Guests staying in a unit for more than two (2) consecutive weeks shall be considered to be tenants, subject to lease approval as provided herein and in paragraph F(1) of this Article. The Association shall have the right to perform a background check and credit check against any and all prospective lessees and all occupants of lessee residing in the apartment. Only those lessees and occupants who are approved by the Association to reside in the apartment may do so. The Association has the right to deny a person from leasing and/or occupying an apartment without being obligated to provide a substitute lessee. The Association may consider the following grounds, without limitation, for automatic disapproval of any prospective lessee or occupant of an apartment:

1. The person or persons seeking approval has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders again person or persons;
2. The person or persons seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;
3. The person or persons seeking approval gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the condominium or neighborhood. By way of example, but not limitation, an apartment owner allowing a lessee to take possession of the apartment prior to approval by the Association as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;
4. The person or persons seeking approval has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct;

-
5. The person or persons seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;
 6. The owner of the apartment requesting the approval of the lease has monetary obligations, including without limitation any Assessment, due to the Association at the time approval is sought;
 7. Applicant and/or any occupants is a registered sex offender; and/or
 8. The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations, as amended from time to time.

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

The undersigned, as the President and Secretary of Harwick House, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Amended and Restated Declaration of Condominium (the "Declaration") of the Association, as set forth in the Declaration of the Association as described in O.R. Book 32222 at Page 0403, Instrument Number 101393493 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the members of the Association duly called and held on August 18, 2016, by a vote of not less than fifty-one (51%) percent of the of the members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established and by a majority of the of the Board of Directors.

IN WITNESS WHEREOF, the undersigned being the President and Vice President of this Association, has executed this Amendment to the Declaration this 19 day of August, 2016.

WITNESSED:

Dawn C Crossley
Witness
Dawn C Crossley
Printed Name of Witness

Micheline Ajayi
Witness
Micheline Ajayi
Printed Name of Witness

Kelly Chandler
Witness
Kelly Chandler
Printed Name of Witness

JOHN HUTT
Witness
JOHN HUTT
Printed Name of Witness

Harwick House, Inc.
Peter Mulligan
By: PETER MULLIGAN
Print Name: Peter Mulligan
Its: President

Deborah Nataloni
By: Deborah Nataloni
Print Name: Deborah Nataloni
Its: Secretary

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ ^{New York})
COUNTY OF ~~DeSoto~~ ^{Rensselaer}) ss:

The foregoing instrument was acknowledged before me this 18 day of August, 2016, by Peter Mulligan, as President of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced NYS ID as identification.

Michael Spaulding
Notary Public, State of New York
Qualified in Albany County
No. 01SP6332424
Commission Expires Nov. 02, 2019
(NOTARY SEAL)

Michael Spaulding
Print Name: Michael Spaulding
NOTARY PUBLIC, State of New York
My Commission Expires:
November 2, 2019

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ ^{NEW JERSEY})
COUNTY OF ~~DeSoto~~ ^{ATLANTIC}) ss:

The foregoing instrument was acknowledged before me this 19th day of August, 2016, by Deborah Nataloni, as Secretary of Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced NJ DL as identification.

JOHN J. HYATT
STATE OF NEW JERSEY
ATTORNEY AT LAW
(NOTARY SEAL)

JOHN J. HYATT
Print Name: JOHN J. HYATT
NOTARY PUBLIC, State of NEW JERSEY
My Commission Expires:
ATTORNEY AT LAW
STATE OF NEW JERSEY
BA# 04261988

**AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

(Additions are indicated by underline; deletions by ~~strickethrough~~)

Article VII. of the Declaration of Condominium shall be amended as follows:

VII. ASSESSMENTS

Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

A. SHARE OF EXPENSE, COMMON EXPENSE: The expense for the operation and maintenance of the common elements (including general common elements, limited common elements and the Recreation Unit) shall be a common expense and each apartment owner shall be liable for his portion of said expenses as provided in Article VI, D.2., except as provided in subparagraph D. of this Article VII.

B. ACCOUNTS: All sums collected from assessments shall be held in trust for the apartment owners and shall be credited to the apartment owner's account from which shall be paid the expenses for which the respective assessments are made.

C. ASSESSMENTS FOR RECURRING EXPENSES: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credited to such account. Assessments shall be made for the calendar year annually in advance of the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Notwithstanding the foregoing, beginning January 1, 2002, such assessments shall be due and payable quarterly in advance, on January 1, April 1, July 1, and October 1 in every calendar year. Upon default by any unit owner in the payment of any such assessments within fifteen (15) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such assessments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due on the first day of the next quarter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. ASSESSMENTS: A unit owner is jointly and severally liable with the previous owner for all assessments that came due up to the time of transfer.

1. Liability for payment in the event of foreclosure: In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or assigns shall be jointly and severally liable with the previous owner for the share of assessments, interest, late fees, fines, attorneys' fees and costs pertaining to such apartment chargeable to the former owner of such apartment, which became due prior to the foreclosure sale of such apartment.

E. ASSESSMENTS FOR EMERGENCIES: Assessments for common expenses for emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval by the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

F. ASSESSMENT FOR LIENS: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to the common areas.

G. ASSESSMENT ROLL: The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection by apartment owners at all reasonable times.

Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment rolls by the Treasurer or Assistant Treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

H. LIABILITY FOR ASSESSMENTS: The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of a grantee to recover, from the grantors, the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the apartment for which the assessments are made. ~~A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.~~

I. LIEN FOR ASSESSMENTS: The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C. hereof, shall be secured by a lien upon:

1. The apartment and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least thirty (30) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive, by virtue of the recordation.

2. All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

3. The Association's lien on each apartment to secure the payment of assessments is effective from and shall relate back to the recording of the original Declaration.

J. COLLECTIONS:

1. Interest, application of payments, assessments and installments paid on or before fifteen (15) days after due date shall not bear interest; but all sums not paid on or before fifteen (15) days after due date shall incur a late fee of twenty five (\$25.00) dollars. **Assessments and installments on assessment which are not paid when due shall bear interest at a rate not to exceed the rate allowed by law from the due date until paid.** All payments on account shall be applied first to **any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney fees incurred, and then to the most delinquent assessment** first due.

2. Suit: The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits and attorneys' fees.

Article IX, F. of the Declaration of Condominium shall be amended as follows:

IX. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance,

modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. No apartment owner may lease an apartment without obtaining the Association's prior approval of his or her lease and lessee (and any occupant residing with lessee) and any lease entered into without this approval shall be void. Guests staying in a unit for more than two (2) consecutive weeks shall be considered to be tenants, subject to lease approval as provided herein and in paragraph F(1) of this Article. The Association shall have the right to perform a background check and credit check against any and all prospective lessees and all occupants of lessee residing in the apartment.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the Association and recorded in the Public Records before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances. In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land.

1. Sale or Lease. No apartment owner who becomes an owner of record after the Effective Date of these amendments may lease his or her apartment during the first two (2) years of ownership, measured from the date of recordation of the instrument of conveyance. If the apartment conveyed is subject to an existing approved lease, the two-year (2) period shall be measured from the expiration of the existing lease, which existing lease may not be extended or renewed. Subject to the foregoing, no apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than one year without approval of the Association. The Association is authorized to collect a reasonable transfer fee as may be determined by the Board of Directors from time to time to defray the expenses of approving a sale or lease. ~~If the purchaser or lessee is a corporation the approval may be conditioned upon the approval of those individuals who will be occupants of the apartment.~~ The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all other information the Association may require, the Association must approve or deny the transaction ~~or furnish a purchaser or lessee approved by the Association, who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction.~~ The approval of the Association shall be in recordable form and delivered to the purchaser or lessee. ~~In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event, the seller shall be free to sell or lease his apartment to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.~~

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice and all other information the Association may require, the Association must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee or grantee or the personal representative of the estate at the then market value of the apartment. In the event that the Association does not furnish a purchaser approved by the Association who will purchase said apartment from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the apartment within thirty (30) days after receipt of such notice, then and in that event, the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said occupant shall be entitled to occupy said apartment.

(d) **Corporations Business Entities**. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the date of the recordation of these amendments in the Public Records (Effective Date), no transfer of an apartment to a **business entity, including without limitation, a corporation, LLC, partnership or any other business entity** shall be valid. The foregoing is not intended **shall not** apply to the acquisition by **the Association of an apartment in the condominium or an institutional mortgagee of title to an apartment** pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee. **Ownership of an apartment in a trust shall be a valid provided that the beneficiary and/or trustee of the trust is a natural person and not an LLC or other business entity.**

(e) **Multiple Ownership**. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the Effective Date of these amendments, no transfer to a party who is already an owner of an apartment in this condominium, shall be valid, **which shall include, without limitation, ownership of an apartment by a trustee or beneficiary who is/are a trustee or a beneficiary under a trust that owns an apartment in this condominium.** The foregoing is not intended **shall not apply to the Association or to** apply to the acquisition by an institutional mortgagee of title **to an apartment** pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

2. **Mortgage**. Upon obtaining a mortgage for an apartment, the owner shall provide Association with the name, address, telephone and loan number of the mortgage, for Association insurance purposes.

3. **Liens**.

(a) **Protection of property**. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) **Notice of lien**. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) **Notice of suit**. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

(d) **Failure to comply with this section concerning liens will not affect the validity of any judicial sale.**

4. **Judicial Sales**. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) **Approval of the Association**. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) **Public Sale**. The sale is a public sale with open bidding; or

~~(c) Should the interest of an apartment owner become subject to the first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said apartment may be accomplished without the prior approval of the Board of Directors of the Association notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.~~

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

6. **Compliance and Default**. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to any action **evict a tenant and any action** to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. **If the Association hires an attorney to enforce compliance with the Association's Declaration, By-Laws, Articles or rules and regulations, the Association shall be entitled to reimbursement by the apartment owner for such attorneys' fees and costs incurred. Failure of an apartment owner to pay such attorneys' fees and costs when due shall permit the Association to record a lien against the apartment in the amount of the outstanding attorneys' fees and costs and foreclose on that lien in accordance with this Declaration. In addition, in** any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

7. Should the owners of the Recreation Unit, or their heirs or assigns, become the owners of any apartment unit by virtue of the foreclosure of the lien for delinquent rentals, then and in that event, the owners of said Recreation Unit, or their heirs or assigns, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said apartment and its interest in the common elements and transfer of said apartment and the leasehold interest in the Recreation Unit may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from owners of said Recreation Unit, or their heirs or assigns, shall be bound by the terms and conditions of this Article IX.

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

~~SECRET~~ Treasurer

The undersigned, as the President and ~~Vice President~~ of Harwick House, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Amended and Restated Declaration of Condominium (the "Declaration") of the Association, as set forth in the Declaration of the Association as described in O.R. Book 32222 at Page 0403, Instrument Number 101393493 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the members of the Association duly called and held on April 7, 2015, by a vote of not less than sixty-six and two-thirds (66 2/3%) percent of the of the members of the Association and not less than sixty-six and two-thirds percent (66 2/3%) of the Board of Directors.

IN WITNESS WHEREOF, the undersigned being the President and Vice President of this Association, has executed this Amendment to the Declaration this 7th day of April, 2015.

WITNESSED:

Shirley Lab
Witness
Shirley Lab
Printed Name of Witness

Harwick House, Inc.
By: Peter Mulligan
Print Name: PETER MULLIGAN
Its: President

Dianne Wessels
Witness
Dianne Wessels
Printed Name of Witness

By: Deborah Nataloni
Print Name: Deborah Nataloni
Its: ~~Vice President~~
Treasurer

Shirley Lab
Witness
Shirley Lab
Printed Name of Witness

Dianne Wessels
Witness
Dianne Wessels

ACKNOWLEDGMENT

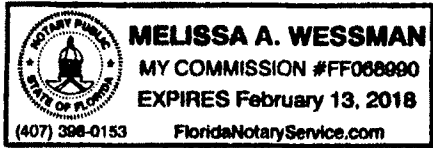
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of April, 2015, by Peter Mulligan, as President and Deborah Nataloni, ~~Vice President~~ Treasurer respectively Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification

M. A. Wessman

Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

(NOTARY SEAL)



**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.**

(Additions are indicated by underline; deletions by ~~strikethrough~~)

Article X, of the Declaration of Condominium shall be amended as follows:

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by ~~sixty-six and two-thirds percent (66 2/3%)~~ majority of the Board of Directors and by not less than ~~sixty-six and two-thirds percent (66 2/3%)~~ fifty-one (51%) percent of those members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of 100% of the owners.

3. Recording. A copy of each amendment shall be certified by two (2) officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and By-Laws. The Articles of Incorporation and the By-laws of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS
OF
HARWICK HOUSE, INC.**

Treasurer

The undersigned, as the President and ~~Vice President~~ *Treasurer* of Harwick House, Inc. (the "Association") certifies that the attached is a true and accurate copy of the Amendment to the Amended and Restated Bylaws (the "Bylaws") of the Association, as set forth in the Declaration of the Association as described in O.R. Book 32222 at Page 0403, Instrument Number 101393493 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the members of the Association duly called and held on April 7, 2015, by a vote of not less than sixty-six and two-thirds (66 2/3%) percent of the of the members of the Association.

IN WITNESS WHEREOF, the undersigned being the President and Vice President of this Association, has executed this Amendment to the Bylaws this 7th day of April, 2015.

WITNESSED:

Harwick House, Inc.

Shirley Lab
Witness
Shirley Lab
Printed Name of Witness

By: *Peter Mulligan*
Print Name: PETER MULLIGAN
Its: President

Dianne Wessels
Witness
Dianne Wessels
Printed Name of Witness

By: *Deborah Nataloni*
Print Name: Deborah Nataloni
Its: Vice President
Treasurer

Shirley Lab
Witness
Shirley Lab
Printed Name of Witness

Dianne Wessels
Witness
Dianne Wessels

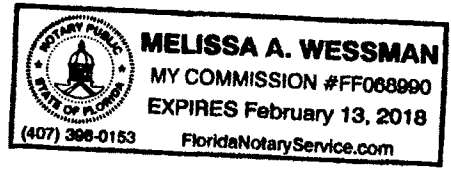
ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of April, 2015, by Peter Mulligan, as President and Deborah Nataloni, ~~President~~ Treasurer respectively Harwick House, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

[Signature]
Print Name: _____
NOTARY PUBLIC, State of _____
My Commission Expires: _____

(NOTARY SEAL)



**AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS
OF
HARWICK HOUSE, INC.**

(Additions are indicated by underline; deletions by {~~strikethrough~~})

Article IX, of the Bylaws shall be amended as follows:

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided however, that no amendment shall take effect unless approved by members representing at least ~~66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium~~ **fifty-one (51%) percent of those members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established.**

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least **fifty-one (51%) percent of those members of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established.**

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the predation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the circuit Court of Broward County, Florida.

This instrument was prepared by
and should be returned to:
Larry Z. Glickman, Esq.
Sachs, Sax & Klein, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037



INSTR # 101393493
OR BK 3222 PG 0403
RECORDED 10/10/2001 03:15 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1034

CERTIFICATE OF AMENDMENT
to
the DECLARATION, ARTICLES and BYLAWS
of
HARWICK HOUSE CONDOMINIUM

THIS CERTIFICATE OF AMENDMENT to the Declaration of Condominium of the Harwick House Condominium and to the Articles of Incorporation and By-Laws of Harwick House, Inc. ("Association"), the condominium association operating the said condominium, is made this 16th day of September, 2001, by the Vice President of Association, as follows:

WITNESSETH:

WHEREAS, the Declaration of Condominium of the Harwick House Condominium has been recorded at Official Records Book 4396, Page 882, *et seq.*, of the Public Records of Broward County, Florida, together with all amendments thereto ("Declaration"); and

WHEREAS, Article XII, Paragraph A (2) [hereinafter Article X, Paragraph A (2)] of the Declaration provides that the Declaration may be amended by the affirmative vote of not less than seventy-five (75%) percent of the members of Association together with the approval of seventy-five (75%) percent of the Board of Directors; and

WHEREAS, Article IX, Section 1 of the Articles of Incorporation of Association ("Articles") provides that the Articles may be amended by the affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of the members of Association together with the approval of a majority of the Board of Directors; and

WHEREAS, Article IX, Section 2 of the Bylaws of Association ("Bylaws") provides that the Bylaws may be amended by the affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of the members of Association; and

WHEREAS, amendments to the Declaration, Articles and Bylaws are to be certified of record as notice to the current and future owners of the property subject to the Declaration of the contents of said amendments.

NOW, THEREFORE, the Vice President of the Association hereby certifies the following:

1. That a meeting of the members of the Association was properly convened and conducted on August 11, 2001 for the purpose of adopting certain amendments to the Declaration, Articles of Incorporation and By-Laws. At said members' meeting, greater than seventy-five (75%) of all the members of Association approved and adopted said amendments to the Declaration, Articles of Incorporation and By-Laws.

2. That more than seventy-five (75%) percent of the entire Board of Directors has approved said amendments to the Declaration, and that a majority of the entire Board of Directors has approved said amendments to the Articles.

3. That the adoption of said amendments appears in the Minutes of the Association and is unrevoked.

4. That at the direction of the Board of Directors, the attached Amended and Restated Declaration, Amended and Restated Articles, and Amended and Restated Bylaws are hereby placed of record as notice to the current and future owners of the property subject to the Declaration, Articles and Bylaws of the contents of said documents, as amended through the date hereof.

5. That the attached documents bind the land subject to the Declaration and operate as covenants running with the land.

Witnesses:

HARWICK HOUSE, INC.

Myrtle T. Anderson

1st Witness

Myrtle T. Anderson

Printed Name

By: Wayne Turner
Wayne Turner, Vice-President

Diane Oliveira

2nd Witness

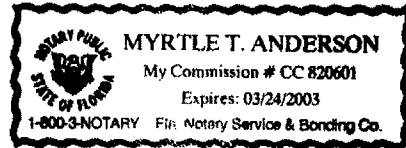
DIANE OLIVEIRA

Printed Name

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of September, 2001 by Wayne Turner, as Vice-President of HARWICK HOUSE, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally known to me.

Myrtle T. Anderson
NOTARY PUBLIC, State of Florida



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
HARWICK HOUSE, INC.
A Condominium
Fort Lauderdale, Florida

October, 2001

EXHIBITS TO THE DECLARATION AS ORIGINALLY RECORDED
AT OFFICIAL RECORDS BOOK 4396, AT PAGE 882
ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF

HARWICK DEVELOPMENT CORP., a Florida corporation, SAL C. MIRENDA and SHIRLEY G. MIRENDA, his wife, hereinafter referred to as "Owner," on behalf of themselves and their heirs, executors, successors, grantees and assigns, and to their heirs, successors, grantees and assigns, do hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provisions of Chapter 718, Florida Statutes (the "Condominium Act," or the "Act")" as same may be amended from time to time, in accordance with the terms and conditions of this Declaration of Condominium, as hereinafter set forth:

I. NAME

The name by which this condominium shall be entitled shall be HARWICK HOUSE, INC., a condominium.

II. DESCRIPTION

Lots 4 and 5, Block 18, BIRCH OCEAN FRONT SUBDIVISION #2, according to the plat thereof recorded in Plat Book 21, page 22, of the Public Records of Broward County, Florida.

SUBJECT TO the following:

1. An easement for ingress and egress and utilities reserved by SAL C. MIRENDA and SHIRLEY G. MIRENDA over and across the following portions of Lots 4 and 5, Block 18, BIRCH OCEAN FRONT SUBDIVISION #2, Plat Book 21, Page 22, Broward County Records, described as follows:

EXHIBIT "A"

Commencing at the Northeast corner of said Lot 4, thence due South along the East line of said Lot 4 a distance of 94 feet to the point of beginning; thence due West a distance of 38 feet; thence due South a distance of 12 feet; thence due East a distance of 38 feet; thence due North a distance of 12 feet to the point of beginning.

2. Any and all easements, restrictions, reservations or limitations of record.
3. Governmental zoning, building code laws, ordinances or regulations.

III. DEFINITIONS

A. Apartment means a condominium parcel utilized for residential purposes, together with the undivided share in the common elements which is appurtenant to said condominium parcel.

B. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

C. Association means HARWICK HOUSE, INC., a non-profit corporation responsible for the operation of the condominium.

D. Common elements means the portions of the condominium property not included in the units.

E. Common expenses means the expenses for which the unit owners are liable to the Association.

F. Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

G. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

H. Condominium parcel includes an apartment unit or the Recreation Unit, together with the undivided share in the common elements which is appurtenant to the unit.

I. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium.

J. Institutional first mortgage means a first mortgage executed and delivered to a bank, federal savings association, or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit together with any other interest or undivided share in the common elements appurtenant to such apartment unit.

K. Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

L. Majority, or majority of operating owners, means apartment owners with at least fifty (50%) percent plus one of the votes assigned in the condominium documents to the apartment owners for voting purposes.

M. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

N. Recreation Unit includes Recreation Room No. 105, and the recreational pool and patio area.

O. Insurance Trustee shall mean a bank or other institution with trust powers, as may be designated by the Board of Directors. Notwithstanding the foregoing, the Board of Directors may in its discretion determine that Association shall act as Insurance Trustee hereunder.

IV. CONDOMINIUM DOCUMENTS

The documents by which the condominium will operate are as follows:

This Declaration of Condominium, hereinafter called Declaration, sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to this Declaration are the following exhibits:

A. Plot plan of property, location plan, floor plan and elevation, submitted to the provisions of the Condominium Act, duly certified as required under said Act, which are marked Exhibit A- through A- , both inclusive, and are incorporated herein.

B. Articles of Incorporation of HARWICK HOUSE, INC., a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual apartments, which is marked Exhibit B.

C. By-laws of HARWICK HOUSE, INC., which is marked Exhibit C.

D. Rules and Regulations, which is marked Exhibit D.

E. Forms of condominium deeds by which the Developer will convey particular apartments, and appurtenances thereto, in the condominium to purchasers thereof, and which will describe the condominium apartments. A typical condominium deed is attached hereto as Exhibit E.

V. BASIC PROPERTY COMPONENTS

The real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plan:

A. LAND USE: The real property herein submitted shall be used solely for residential purposes and recreational activities associated therewith.

B. IMPROVEMENTS. The improvements upon the land submitted herein to the condominium form of ownership shall be as follows:

1. The condominium shall include one apartment building containing 36 individual apartments, which will contain 32 one-bedroom apartments and four two-bedroom apartments, constructed in accordance with plans and specifications prepared by ANSON, GROVE, HAACK & ASSOCIATES, Architects and Engineers, Fort Lauderdale, Florida. Said apartment building shall contain four floors. The first floor shall contain eight one-bedroom apartments. It shall also contain Recreation Room No. 105, storage lockers, laundry room, two (2) restrooms and office. The second floor shall contain 10 one-bedroom apartments. The third floor shall contain 10 one-bedroom apartments. The fourth floor shall contain four one-bedroom apartments and four two-bedroom apartments.

The individual apartment numbers are as follows: 101, 102, 103, 104, 107, 108, 109, 110, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 404, 405, 406, 407, all of which are one-bedroom apartments; and 401, 402, 409 and 410, all of which are two-bedroom apartments.

2. In addition to the individual apartments located in said apartment building, said condominium shall also include the necessary parking areas, driveways and sidewalks, and the Recreation Unit which consists of Recreation Room No. 105 and the recreational pool and patio area. Said Recreation Room and the recreational pool and patio area shall be referred to as the Recreation Unit, and has been assigned a percentage in the common elements and common surplus as set forth in Article VI, D.2. hereof.

C. EASEMENTS: Easements for public utilities will be granted, where necessary, to public utilities requiring the same, in order to service the real property which is a part of this condominium.

**VI. OWNERSHIP OF CONDOMINIUM PARCELS,
MAINTENANCE AND ALTERATIONS**

Each condominium parcel or apartment unit shall include the following interests, rights, easements and appurtenances in the condominium:

A. **REAL PROPERTY**: Each condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property subject only to the provisions of the condominium documents.

The Recreation Unit, together with all appurtenances thereto, shall also for all purposes constitute a separate parcel of real property in the same manner as an apartment unit and the same may be owned in fee simple and may be conveyed, transferred, leased and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property subject only to the provisions of the condominium documents.

B. **POSSESSION**: Each apartment unit owner shall be entitled to the exclusive possession of his apartment.

C. **BOUNDARIES**: Each apartment unit shall include all of the apartment building within the boundaries which shall be determined in the following manner:

APARTMENT BOUNDARIES: Each apartment unit shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

1. **Upper and Lower Boundaries**: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) **Upper Boundary**: The horizontal plane of the undercoat finished ceiling.

(b) **Lower Boundary**: The horizontal plane of the lower surfaces of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower apartment unit, said lower boundary shall be considered the same as the horizontal plane of the undercoat finished ceiling of said lower apartment.

2. **Perimetrical Boundaries:** The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) **Exterior building walls**—the intersecting vertical planes, adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terrace serving such apartment.

(b) **Interior building walls**—the vertical planes of center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(1) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

RECREATION UNIT BOUNDARIES: The Recreation Unit boundaries shall include all of the property described in the original recorded Declaration as Exhibit F. and made a part thereof. All improvements located thereon lying within said described area shall be considered as a part of the Recreation Units within the perimetrical and vertical boundaries set forth in Annex 1. to Exhibit F. of the original Declaration.

D. **APPURTENANCES:** The ownership of each condominium parcel shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

1. **Limited Common Elements:** Each apartment owner shall have the exclusive right to use one parking space. Each apartment owner shall have the exclusive right to use one storage compartment.

2. **General Common Elements:** The right to use in common with other apartment owners the general common elements which shall be all parts of the condominium

not included within an individual apartment or within a limited common element. The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the right, title and interest of an apartment owner in the condominium property. Each apartment unit shall have an undivided share in and to the common areas, facilities and elements of the condominium, and each apartment unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall have an undivided share in the common areas, facilities and elements of the condominium, and shall bear an undivided share of the common expenses of the condominium (which are to be paid, however, by the owners of the condominium apartment units) and shall have an undivided share in the common surplus of the condominium. The Recreation Unit shall not have any voting rights in the affairs of the condominium. The undivided share in the common areas, facilities and elements and the common expenses and common surplus assigned to each apartment and to the Recreation Unit are hereinafter set forth as a percentage, as follows:

[intentionally blank]

Apartment Number	Percentage of Common Expense, Including Recreation Unit	Percentage of Interest in Common Elements and Common Surplus
101	2.63	2.51
102	2.63	2.35
103	2.63	2.33
104	2.63	2.32
107	2.63	1.74
108	2.63	2.33
109	2.63	2.35
110	2.63	2.50
201	2.63	2.57
202	2.63	2.44
203	2.63	2.42
204	2.63	2.40
205	2.63	2.39
206	2.63	2.39
207	2.63	2.40
208	2.63	2.42
209	2.63	2.43
210	2.63	2.58
301	2.63	2.65
302	2.63	2.49
303	2.63	2.48
304	2.63	2.46
305	2.63	2.45
306	2.63	2.45
307	2.63	2.46
308	2.63	2.48
309	2.63	2.49
310	2.63	2.50
401	3.96	3.52
402	3.96	3.46
404	2.63	2.61
405	2.63	2.52
406	2.63	2.52
407	2.63	2.61
409	3.96	3.46
410	3.96	3.52
Recreation Unit	<u> </u> 100%	<u>8.00</u> 100%

In the event of the termination of the condominium, each owner's interest in the common facilities and the common surplus shall be in the proportion herein above set forth.

Each condominium apartment unit shall be entitled to one vote in the affairs of the condominium and in the Association. The Recreation Unit shall have no voting rights assigned to it.

E. EASEMENT TO AIR SPACE: The appurtenances shall include an exclusive easement to the use of the air space occupied by the apartment unit and the Recreation Unit as it exists at any particular time and as the apartment and the Recreation Unit may 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.

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each apartment owner to each other apartment and to the Association:

1. Ingress and Egress: Easements through the common areas for ingress and egress.

2. Maintenance, Repair and Replacement: Easements through the apartments and through the Recreation Unit and common elements for maintenance, repair and replacement of the apartments, Recreation Unit and common elements. Such access to the apartments and the Recreation Unit shall be only during reasonable hours except that access may be had at any time in case of emergency.

3. Support: Every portion of an apartment building and the Recreation Unit shall be burdened with an easement of support for the benefit of all other apartments, the Recreation Unit and common elements in the building.

4. Utilities: Easements through the apartments, the Recreation Unit and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments, the Recreation Unit and the common elements, provided, however, that such easements through an apartment and the Recreation Unit shall be only according to the plans and specifications for the apartment building unless approved in writing by the owner of the apartment unit and the owners of the Recreation Unit.

G. MAINTENANCE: The responsibility for the maintenance of an apartment shall be as follows:

1. By the Association: The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any apartment, except interior wall surfaces not contributing to the support of the apartment building, which portions shall include but not be limited to, the roof, outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(d) All portions of the Recreation Unit shall be maintained, repaired and replaced by the Association from assessments obtained from the apartment owners.

2. By the Apartment Owner: The responsibility of the individual apartment owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the apartment, including storm and screen doors, except the portions to be maintained, repaired or replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the written consent of the Board of Directors of the Association.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

(d) The apartment owners shall be responsible for paying their proportionate share of the maintenance, repair and replacement of the Recreation Unit.

H. ALTERATION AND IMPROVEMENT: No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining unanimous approval of all owners of other apartments in the same building, and the approval of the Board of Directors of the Association.

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence, or until after the condominium is dissolved.

VII. ASSESSMENTS

Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

A. SHARE OF EXPENSE, COMMON EXPENSE: The expense for the operation and maintenance of the common elements (including general common elements, limited common elements and the Recreation Unit) shall be a common expense and each apartment owner shall be liable for his portion of said expenses as provided in Article VI, D.2., except as provided in subparagraph D. of this Article VII.

B. ACCOUNTS: All sums collected from assessments shall be held in trust for the apartment owners and shall be credited to the apartment owner's account from which shall be paid the expenses for which the respective assessments are made.

C. ASSESSMENTS FOR RECURRING EXPENSES: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credited to such account. Assessments shall be made for the calendar year annually in advance of the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Notwithstanding the foregoing, beginning January 1, 2002, such assessments shall be due and payable quarterly in advance, on January 1, April 1, July 1, and October 1 in every calendar year. Upon default by any unit owner in the payment of any such assessments within fifteen (15) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such assessments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due on the first day of the next quarter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. ASSESSMENTS: A unit owner is jointly and severally liable with the previous owner for all assessments that came due up to the time of transfer.

1. Liability for payment in the event of foreclosure: In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or

assigns shall be jointly and severally liable with the previous owner for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment, which became due prior to the foreclosure sale of such apartment.

E. ASSESSMENTS FOR EMERGENCIES: Assessments for common expenses for emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval by the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

F. ASSESSMENT FOR LIENS: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to the common areas.

G. ASSESSMENT ROLL: The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection by apartment owners at all reasonable times. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment rolls by the Treasurer or Assistant Treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

H. LIABILITY FOR ASSESSMENTS: The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of a grantee to recover, from the grantors, the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

I. LIEN FOR ASSESSMENTS: The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C. hereof, shall be secured by a lien upon:

1. The apartment and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least thirty (30) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive, by virtue of the recordation.

2. All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

J. COLLECTIONS:

1. Interest, application of payments, assessments and installments paid on or before fifteen (15) days after due date shall not bear interest; but all sums not paid on or before fifteen (15) days after due date shall incur a late fee of twenty five (\$25.00) dollars. All payments on account shall be applied first to the late fee, and then to the assessment payment first due.

2. Suit: The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits and attorneys' fees.

VIII. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of apartments required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

A. The Association has been incorporated as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, a copy of which is attached hereto as Exhibit B. Any other form of organization for the Association may be substituted upon the unanimous approval of the members.

B. The By-laws of the Association are attached hereto as Exhibit C, and shall remain in effect until such By-laws are amended as therein provided.

C. The duties and powers of the Association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice for a special meeting may be given by the Association to apartment owners and by apartment owners to the Association in the manner provided for notice to members by the By-laws of the Association.

E. Trust. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the apartment owners and for the purposes therein stated.

F. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association through a professional agent and shall be issued by an insurance company authorized to do business in Florida.

(b) Named insured. The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagees of apartments which are listed in the roster of mortgagees. Such policies shall provide that payment for losses thereunder by the Insurer shall be paid to the Insurance Trustee, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners should obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense. The Insurance Trustee, if not the Association, shall also be included as a named Insured.

2. Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the condominium property (which improvements and property shall be those required to be insured by the Association under Section 718.111.F.S., as amended from time to time), shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Notwithstanding the foregoing, under current F.S. 718.111(11), the Association shall not be required to insure unit floor coverings (carpeting, tile, etc.), wall coverings (paint, wallpaper, etc.) or ceiling coverings (textured ceiling, tiles, etc.) nor the following equipment if located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinets. The Association's insurance coverage shall be as described in F.S. 718.111 (or other applicable section of the Condominium Act) as it may be amended from time to time. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) 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 on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and the apartment owners, and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee. The Insurance Trustee, if not the Association, shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements—an undivided share for each apartment owner and for the owners of the Recreation Unit, such share being the same as the undivided share in the common elements appurtenant to his apartment or to the Recreation Unit.

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored—for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored—an undivided share for each apartment owner and for the owners of the Recreation Unit, such share being the same as the undivided share in the common elements appurtenant to his apartment or to said Recreation Unit.

(c) **Mortgagees.** In the event a mortgagee endorsement has been issued to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

(d) **Recreation Unit.** In the event of any damage to the Recreation Unit covered by insurance, the proceeds on account of such damage shall be held for the benefit of all of the owners of apartment units if said improvements are to be restored. If said improvements are not to be restored and the condominium is to be terminated as provided in Article XI hereof, then, and in that event, said insurance proceeds shall be held for the benefit of all of the owners of apartment units in the same manner as hereinabove provided in Article VIII.F.4.(a).

5. **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) **Expense of the Trust.** All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) **Reconstruction or repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them.

(c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them.

(d) **Certificate.** In making distribution to apartment owners and their mortgagees, the Insurance Trustee, if not the Association, may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

6. **Association as Agent.** The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment, and for each owner of any other interest in the condominium property to adjust all claims

arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Reconstruction or repair after casualty.

1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building.

(1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for the reconstruction and repair after casualty. In all

other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

The responsibility of the reconstruction and repair of the Recreation Unit shall be that of the various owners of apartments who shall be responsible for paying the percentage share of said costs of maintenance, repair or replacement. Said maintenance, repair or replacement shall be performed and coordinated by the Association.

4. Estimate of Costs. Immediately after a determination 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.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements. For the purposes of assessments as provided in this paragraph, the Recreation Unit shall be considered as part of the common elements.

6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee, if the Insurance Trustee is not the Association. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than

\$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Association—Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution to insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

(6) Recreation Unit. For the purposes set forth in this Article VIII.G., costs of reconstruction and repair after casualty of the Recreation Unit shall be treated as the responsibility of the Association, provided, however, that should the provisions of any

insurance policy or policies be insufficient to pay the costs of the same, the balance of any monies needed shall be assessed against the individual apartment owners in proportion to their share of expenses as provided in Article VI.D.2.

H. Taxes and Special Assessments.

1. **Anticipated taxes.** It is anticipated that taxes and special assessments upon the apartments and common facilities will be assessed by the taxing authorities to the apartment owners.

2. **Other assessments.** Any taxes and special assessments upon the condominium property including the Recreation Unit which are not assessed against the apartment owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the apartment owners as a common expense, subject to the provisions of Article XIV, hereof.

I. Fining.

1. **Enforcement - General:** Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity including, but not limited to, an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of Assessments including, but not limited to, a foreclosure proceeding.

2. **Levy of Fine for Non-Compliance:** In addition to all other remedies provided in this Declaration, the Association may levy a fine upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

(a) **Notice:** The Board of Directors shall notify the Owner of the infraction or infractions and the intention to levy a fine. Such notice must be received by the Owner at least fourteen (14) days in advance of a hearing before a committee of unit owners. Included in the Notice shall be the date and time of the hearing at which the Owner shall present testimony and reasons as to why the fine should not be imposed at least fourteen (14) days after receipt of the Notice.

(b) Determination: If the committee determines that a violation has occurred, the Board may levy a fine, not to exceed One Hundred Dollars (\$100.00) per violation against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, against any Owner or any tenant, guest, or invitee with a single notice and opportunity for a hearing, except that no such fine may exceed One Thousand Dollars (\$1,000.00) in the aggregate.

(c) Due Date of Fine: A fine as provided in this Article shall be due and owing immediately.

IX. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. No apartment owner may lease an apartment without obtaining the Association's prior approval of his or her lease and any lease entered into without this approval shall be void. Guests staying in a unit for more than two (2) consecutive weeks shall be considered to be tenants, subject to lease approval as provided herein and in paragraph F(1) of this Article.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the Association and recorded in the Public Records before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances. In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land:

1. Sale or Lease. No apartment owner who becomes an owner of record after the Effective Date of these amendments may lease his or her apartment during the first two (2) years of ownership, measured from the date of recordation of the instrument of conveyance. If the apartment conveyed is subject to an existing approved lease, the two-year (2) period shall be measured from the expiration of the existing lease, which existing lease may not be extended or renewed. Subject to the foregoing, no apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than one year without approval of the Association. The Association is authorized to collect a reasonable transfer fee as may be determined by the Board of Directors from time to time to defray the expenses of approving a sale or lease. If the purchaser or lessee is a corporation the approval may be conditioned upon the approval of those individuals who will be occupants of the apartment. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association, who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser or lessee. In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event, the seller shall be free to sell or lease his apartment to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee or grantee or the personal representative of the estate at the then market value of the apartment. In the event that the Association does not furnish a purchaser approved by the Association who will purchase said apartment from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the apartment within thirty (30) days after receipt of such notice, then and in that event, the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said apartment.

(d) Corporations. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the date of the recordation of these amendments in the Public Records (Effective Date), no transfer of an apartment to a corporation shall be valid. The foregoing is not intended to apply to the acquisition by an institutional mortgagee of title pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

(e) Multiple Ownership. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the Effective Date of these amendments, no transfer to a party who is already an owner of an apartment in this condominium, shall be valid. The foregoing is not intended to apply to the acquisition by an institutional mortgagee of title pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

2. Mortgage. Upon obtaining a mortgage for an apartment, the owner shall provide Association with the name, address, telephone and loan number of the mortgage, for Association insurance purposes.

3. Liens.

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of an apartment owner become subject to the first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said apartment may be accomplished without the prior approval of the Board of Directors of the Association notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

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

6. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to any action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

7. Should the owners of the Recreation Unit, or their heirs or assigns, become the owners of any apartment unit by virtue of the foreclosure of the lien for delinquent rentals, then and in that event, the owners of said Recreation Unit, or their heirs or assigns, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said apartment and its interest in the common elements and transfer of said apartment and the leasehold interest in the Recreation Unit may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from owners of said Recreation Unit, or their heirs or assigns, shall be bound by the terms and conditions of this Article IX.

X. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by sixty-six and two-thirds percent (66 2/3%) of the Board of Directors and by not less than sixty-six and two-thirds percent (66 2/3%) of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of 100% of the owners.

3. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and By-laws. The Articles of Incorporation and the By-laws of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

XI. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the apartment owners, and all mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts affecting the termination, which certificate shall be recorded among the Public Records of Broward County, Florida.

C. Shares of ownership after termination. After termination of the condominium the apartment owners shall own the condominium property as tenants in common in undivided shares in proportion to the percentage of ownership set forth opposite said apartment, in Article VI. D.2. Any mortgagee holding a mortgage or lienor holding a lien against any apartment unit shall have their respective mortgage and lien vest upon the respective shares of the apartment owner against whom said mortgagee or lienor holds said mortgage or lien.

XII. COVENANTS RUNNING WITH THE LAND

All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to, every apartment and the appurtenances thereto and every apartment owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XIII. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HARWICK HOUSE, INC.
A Condominium**

October, 20001

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes (the "Not For Profit Act") and Chapter 718, Florida Statutes (the "Condominium Act," or the "Act"), and certify as follows:

ARTICLE I.

NAME

The name of the corporation shall be HARWICK HOUSE, INC.

ARTICLE II.

PURPOSE

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

For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (apartment units) as the agent of said owners.

ARTICLE III.

POWERS

A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the condominium and the regulations of the condominium.

C. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the

EXHIBIT "B"

provisions of the Not For Profit Act, now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of the Condominium Act, now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

F. All funds and the titles of all properties acquired by this corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the land to be operated and administered by this corporation.

H. The corporation is expressly authorized to enter into a lease or leases or any other agreement authorized under the Act.

ARTICLE IV.

MEMBERSHIP

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

1. This corporation shall be organized without any capital stock.

2. All unit owners of condominium parcels in HARWICK HOUSE, INC., a condominium, shall be members of the corporation and no other persons or other entities shall be entitled to membership.

3. Membership in the corporation shall be established by the following method:

A. Persons shall become members of the corporation by the 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 (apartment unit) and the delivery to the corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the corporation, and the membership of the prior owner shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium parcel (apartment unit).

5. Voting by the members of HARWICK HOUSE, INC., a condominium, in the affairs of the corporation shall be on the basis of one (1) vote per apartment.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the corporation.

ARTICLE V.

CORPORATE EXISTENCE

1. This corporation shall continue to exist so long as the condominium known as HARWICK HOUSE, INC., a condominium, shall be in existence.

The corporation may be terminated by termination of HARWICK HOUSE, INC., a condominium, in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VI.

DIRECTORS

1. The business of this corporation shall be conducted by a Board of Directors of not less than three (3) Directors nor more than nine (9) Directors, the exact number of Directors to be fixed by the By-Laws of the corporation.

2. The election of Directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the corporation.

ARTICLE VII.

DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Addresses</u>	<u>Title</u>
Mary Ellen Lucas	4770 N.W. 10 th Court Plantation, Florida	President and Director
Virginia Dail	5200 S.W. 4 th Court Plantation, Florida	Vice-President and Director
Frances Williams	1204 Mandarin Isle Fort Lauderdale, Florida	Secretary-Treasurer and Director

ARTICLE VIII.

BY-LAWS

The By-Laws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE IX.

AMENDMENTS TO ARTICLES OF INCORPORATION

Section 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least sixty-six and two-thirds (66 2/3%) percent of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel (apartment unit) in the general common elements of the condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the condominium.

Section 3. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

ARTICLE X.

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of HARWICK HOUSE, INC., a condominium, shall be utilized by the corporation to pay for the cost of said maintenance and operation. The corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The corporation shall make no distribution of income to its members, Directors or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

4. Upon termination of the condominium and dissolution, or final liquidation, of this corporation, the distribution to the members of this corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements, shall not constitute or be deemed to be a default or distribution of income.

ARTICLE XI.

INDEMNIFICATION

Every officer and every Director of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably 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 a Director or officer 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 interests 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.

AMENDED AND RESTATED
BY-LAWS
OF
HARWICK HOUSE, INC.

October, 2001

ARTICLE I. NAME AND LOCATION

Section 1. The name of this corporation shall be HARWICK HOUSE, INC.

Section 2. Its principal place of business shall be located at 625 Antioch Avenue, Fort Lauderdale, Florida.

ARTICLE II. DEFINITIONS

Section 1. Apartment means a condominium parcel utilized for residential purposes, together with the undivided share in the common elements which is appurtenant to said condominium parcel.

Section 2. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

Section 3. Association means HARWICK HOUSE, INC., a non-profit corporation responsible for the operation of this condominium.

Section 4. Common elements means the portions of the condominium property not included in the units.

Section 5. Common expenses means the expenses for which the unit owners are liable to the Association.

Section 6. Common surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

Section 7. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

Section 8. Condominium parcel includes an apartment unit or the Recreation Unit together with the undivided share in the common elements which is appurtenant to the unit.

Section 9. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included therein are the individual owners' rights in individual leases to the Recreation Unit which is a part of HARWICK HOUSE, INC. CONDOMINIUM.

Section 10. Institutional first mortgage means a first mortgage originally executed and delivered by a bank, a federal savings association or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit together with any other interest or undivided share in the common elements appurtenant to such apartment unit.

Section 11. Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Section 12. Majority, or majority of operating owners, means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

Section 13. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

Section 14. Recreation unit includes recreation room No. 105, and the recreational pool and patio area.

Section 15. Unit means a part of the condominium property which is subject to private ownership.

Section 16. Unit owner or apartment owner means the owner of a condominium parcel.

ARTICLE III. PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 718, Florida Statutes (the "Condominium Act," or the "Act") as same may be amended, from time to time, for the purpose of operating and managing HARWICK HOUSE, INC., a condominium. The condominium to be operated and managed by this corporation shall be located upon the lands described in the Declaration of Condominium.

Section 2. HARWICK HOUSE, INC., a condominium, was duly incorporated in the Office of the Secretary of State of Florida on the 12th day of February, 1969.

ARTICLE IV. MEMBERS

Section 1. All of the owners of condominium parcels (including both the owners of apartment units and the Recreation Unit) shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. Voting by the owners of the condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment unit.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs. Every member shall provide Association with an address in Broward County, Florida for purposes of notice and communication.

ARTICLE V. MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held in February of each year at the principal office of the corporation, or at such other place as may be set forth in the notice of said meeting, in Fort Lauderdale, Florida. At such meeting, the members shall elect directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

Section 2. A special meeting of the members to be held at the same place as the annual meeting or such other place in the City of Fort Lauderdale, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice-President, to call such a meeting whenever so requested by members holding thirty-three percent (33%) or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than fourteen (14) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President, or in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one percent (51%) of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium parcel.

Section 7. Annual or special meeting of the members may be held at any time or place without notice, with the written consent of sixty-six and two-thirds percent (66 2/3%) of all of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE VI. DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members by plurality vote. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall be necessary for any member of the Board of Directors to be the owner or spouse of an owner of an individual condominium parcel or the trustee of a trust owning an individual condominium parcel.

Section 2. The Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director.

Section 4. A Director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by

mail, telephone or telegram, at least forty-eight (48) hours prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the corporation and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted and published to all Directors.

Section 8. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice of at least three (3) Directors.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of the Act, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation and the Condominium Documents, subject only to such approval of the owners of the individual condominium parcels as may be required under these By-Laws, the Articles of Incorporation and the Condominium Documents.

Such powers shall include, but shall not be limited to, the following:

- A. Management and operation of the condominium.
- B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.
- C. The maintenance, repair and replacement of the condominium property.

D. The reconstruction of improvements after any casualty, and the further improvement of the property.

E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.

F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the corporation before such shall become effective.

G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.

H. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium parcels and the corporation against any casualty or any liability to third persons.

I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

J. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

K. To pay any taxes or special assessments against any condominium parcel where the same are in default and to assess the same against the condominium parcel, subject to said taxes and liens.

To pay any taxes or special assessments of any condominium parcel acquired by the corporation through the enforcement of any lien held by the corporation against said condominium parcel

ARTICLE VII. OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, whether with or without cause, and his successor

elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting who may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VIII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers,

employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. The Board of Directors of the corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 4. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the corporation, including the following items:

A. General expenses to be incurred in connection with the operation of the general common elements of the condominium.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

Copies of the proposed budget and assessment shall be transmitted to each member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

Section 5. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 6. All assessments paid by members to the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excessive monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the general elements shall be considered as general surplus and held for the benefit of all of the members, in proportion to each member's share in the general common elements.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

HARWICK HOUSE INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida.

86-174580

VERIFICATION OF RESULTS OF
ELECTION HELD AT SPECIAL MEMBER'S MEETING

The undersigned, as the Secretary of Harwick House, Inc., a Florida nonprofit corporation, hereby states that at the duly notified and held special member's meeting, which took place on April 30, 1986 at 7:30 p.m., an election took place to approve the proposed amendments to the bylaws, a copy of which is attached hereto, and the proposed amendment to the Declaration of Condominium, a copy of which is attached hereto.

At said election, 30 of the voting members voted to approve the proposed amendments, 3 members voted no to the proposals, while 3 members did not reply.

Accordingly, I hereby certify the results of the corporation as the Secretary, and state that the quorum requirements for this special member's meeting; as well as the greater than 75 percent majority for approval of bylaws amendments, took place, as well as the same majority voting approval for the amendment to the Declaration of Condo..

DATED this 2 day of MAY, 1986 at Fort Lauderdale, Florida.

E. Kraft
Secretary, Harwick House, Inc.

STATE OF FLORIDA :
COUNTY OF BROWARD: SS

BEFORE ME the undersigned authority personally appeared EDWARD KRAFT, who stated that he is the Secretary of the Florida nonprofit corporation known as Harwick House, Inc., and that he is authorized to certify the results of the corporation.

SWORN TO AND SUBSCRIBED to before me this 2 day of MAY, 1986.

[Signature]
Notary Public, State of Florida

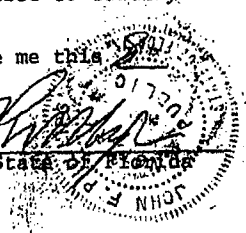
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 24, 1987
Revised This Year Form - Insurance, Inc.

Law Offices
COLT & PHILLIPS
1318 S.E. 2nd AVENUE
FT. LAUDERDALE, FLORIDA 33316

33 MAY 15 P 1: 57

REC 13402PO 332



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PH

HARWICK HOUSE, INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More Commonly known as 625 Antioch Avenue,
Pt. Lauderdale, Florida.

AMENDMENTS TO THE BY-LAWS OF
HARWICK HOUSE, INCORPORATED.

ARTICLE VI. DIRECTORS

Section 11.

F. To make and amend regulations respecting the use of the property in the condominium, provided, that such regulations and amendments thereto shall be approved by not less than 66 2/3 % of the votes of the entire membership of the corporation before such shall become effective.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF HARWICK HOUSE CONDOMINIUM.

XI. USE RESTRICTION.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 66 2/3% of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

REC 13402PG 334

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

The responsibility of the reconstruction and repair of the Recreation Unit shall be that of the various owners of apartments who shall be responsible for paying the percentage share of said costs of maintenance, repair or replacement. Said maintenance, repair or replacement shall be performed and coordinated by the Association.

4. Estimate of Costs. Immediately after a determination 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.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements. For the purposes of assessments as provided in this paragraph, the Recreation Unit shall be considered as part of the common elements.

\$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Association—Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution to insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

(6) Recreation Unit. For the purposes set forth in this Article VIII.G., costs of reconstruction and repair after casualty of the Recreation Unit shall be treated as the responsibility of the Association, provided, however, that should the provisions of any

insurance policy or policies be insufficient to pay the costs of the same, the balance of any monies needed shall be assessed against the individual apartment owners in proportion to their share of expenses as provided in Article VI.D.2.

H. Taxes and Special Assessments.

1. **Anticipated taxes.** It is anticipated that taxes and special assessments upon the apartments and common facilities will be assessed by the taxing authorities to the apartment owners.

2. **Other assessments.** Any taxes and special assessments upon the condominium property including the Recreation Unit which are not assessed against the apartment owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the apartment owners as a common expense, subject to the provisions of Article XIV, hereof.

I. Fining.

1. **Enforcement - General:** Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity including, but not limited to, an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of Assessments including, but not limited to, a foreclosure proceeding.

2. **Levy of Fine for Non-Compliance:** In addition to all other remedies provided in this Declaration, the Association may levy a fine upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

(a) **Notice:** The Board of Directors shall notify the Owner of the infraction or infractions and the intention to levy a fine. Such notice must be received by the Owner at least fourteen (14) days in advance of a hearing before a committee of unit owners. Included in the Notice shall be the date and time of the hearing at which the Owner shall present testimony and reasons as to why the fine should not be imposed at least fourteen (14) days after receipt of the Notice.

(b) Determination: If the committee determines that a violation has occurred, the Board may levy a fine, not to exceed One Hundred Dollars (\$100.00) per violation against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, against any Owner or any tenant, guest, or invitee with a single notice and opportunity for a hearing, except that no such fine may exceed One Thousand Dollars (\$1,000.00) in the aggregate.

(c) Due Date of Fine: A fine as provided in this Article shall be due and owing immediately.

IX. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. No apartment owner may lease an apartment without obtaining the Association's prior approval of his or her lease and any lease entered into without this approval shall be void. Guests staying in a unit for more than two (2) consecutive weeks shall be considered to be tenants, subject to lease approval as provided herein and in paragraph F(1) of this Article.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the Association and recorded in the Public Records before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances. In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land:

1. Sale or Lease. No apartment owner who becomes an owner of record after the Effective Date of these amendments may lease his or her apartment during the first two (2) years of ownership, measured from the date of recordation of the instrument of conveyance. If the apartment conveyed is subject to an existing approved lease, the two-year (2) period shall be measured from the expiration of the existing lease, which existing lease may not be extended or renewed. Subject to the foregoing, no apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than one year without approval of the Association. The Association is authorized to collect a reasonable transfer fee as may be determined by the Board of Directors from time to time to defray the expenses of approving a sale or lease. If the purchaser or lessee is a corporation the approval may be conditioned upon the approval of those individuals who will be occupants of the apartment. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association, who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser or lessee. In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event, the seller shall be free to sell or lease his apartment to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee or grantee or the personal representative of the estate at the then market value of the apartment. In the event that the Association does not furnish a purchaser approved by the Association who will purchase said apartment from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the apartment within thirty (30) days after receipt of such notice, then and in that event, the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said apartment.

(d) Corporations. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the date of the recordation of these amendments in the Public Records (Effective Date), no transfer of an apartment to a corporation shall be valid. The foregoing is not intended to apply to the acquisition by an institutional mortgagee of title pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

(e) Multiple Ownership. In order to discourage ownership of apartments for speculative purposes, and to prevent the leasing of apartments as an ongoing business in order to preserve the residential character of this condominium and for other lawful and valid purposes, from and after the Effective Date of these amendments, no transfer to a party who is already an owner of an apartment in this condominium, shall be valid. The foregoing is not intended to apply to the acquisition by an institutional mortgagee of title pursuant to a foreclosure or a deed in lieu of foreclosure, but it shall apply to the transferee of an institutional mortgagee.

2. Mortgage. Upon obtaining a mortgage for an apartment, the owner shall provide Association with the name, address, telephone and loan number of the mortgage, for Association insurance purposes.

3. Liens.

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of an apartment owner become subject to the first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said apartment may be accomplished without the prior approval of the Board of Directors of the Association notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

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

6. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to any action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

7. Should the owners of the Recreation Unit, or their heirs or assigns, become the owners of any apartment unit by virtue of the foreclosure of the lien for delinquent rentals, then and in that event, the owners of said Recreation Unit, or their heirs or assigns, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said apartment and its interest in the common elements and transfer of said apartment and the leasehold interest in the Recreation Unit may be accomplished without the prior approval of the Board of Directors of the Association, and without restriction whatsoever; provided, however, any subsequent transferee from owners of said Recreation Unit, or their heirs or assigns, shall be bound by the terms and conditions of this Article IX.

X. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by sixty-six and two-thirds percent (66 2/3%) of the Board of Directors and by not less than sixty-six and two-thirds percent (66 2/3%) of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of 100% of the owners.

3. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and By-laws. The Articles of Incorporation and the By-laws of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

XI. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the apartment owners, and all mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts affecting the termination, which certificate shall be recorded among the Public Records of Broward County, Florida.

C. Shares of ownership after termination. After termination of the condominium the apartment owners shall own the condominium property as tenants in common in undivided shares in proportion to the percentage of ownership set forth opposite said apartment, in Article VI. D.2. Any mortgagee holding a mortgage or lienor holding a lien against any apartment unit shall have their respective mortgage and lien vest upon the respective shares of the apartment owner against whom said mortgagee or lienor holds said mortgage or lien.

XII. COVENANTS RUNNING WITH THE LAND

All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to, every apartment and the appurtenances thereto and every apartment owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XIII. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HARWICK HOUSE, INC.
A Condominium

October, 20001

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes (the "Not For Profit Act") and Chapter 718, Florida Statutes (the "Condominium Act," or the "Act"), and certify as follows:

ARTICLE I.

NAME

The name of the corporation shall be HARWICK HOUSE, INC.

ARTICLE II.

PURPOSE

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

For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (apartment units) as the agent of said owners.

ARTICLE III.

POWERS

A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the condominium and the regulations of the condominium.

C. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the

EXHIBIT "B"

provisions of the Not For Profit Act, now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of the Condominium Act, now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

F. All funds and the titles of all properties acquired by this corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the land to be operated and administered by this corporation.

H. The corporation is expressly authorized to enter into a lease or leases or any other agreement authorized under the Act.

ARTICLE IV.

MEMBERSHIP

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

1. This corporation shall be organized without any capital stock.

2. All unit owners of condominium parcels in HARWICK HOUSE, INC., a condominium, shall be members of the corporation and no other persons or other entities shall be entitled to membership.

3. Membership in the corporation shall be established by the following method:

A. Persons shall become members of the corporation by the 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 (apartment unit) and the delivery to the corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the corporation, and the membership of the prior owner shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium parcel (apartment unit).

5. Voting by the members of HARWICK HOUSE, INC., a condominium, in the affairs of the corporation shall be on the basis of one (1) vote per apartment.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the corporation.

ARTICLE V.

CORPORATE EXISTENCE

1. This corporation shall continue to exist so long as the condominium known as HARWICK HOUSE, INC., a condominium, shall be in existence.

The corporation may be terminated by termination of HARWICK HOUSE, INC., a condominium, in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VI.

DIRECTORS

1. The business of this corporation shall be conducted by a Board of Directors of not less than three (3) Directors nor more than nine (9) Directors, the exact number of Directors to be fixed by the By-Laws of the corporation.

2. The election of Directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the corporation.

ARTICLE VII.

DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Addresses</u>	<u>Title</u>
Mary Ellen Lucas	4770 N.W. 10 th Court Plantation, Florida	President and Director
Virginia Dail	5200 S.W. 4 th Court Plantation, Florida	Vice-President and Director
Frances Williams	1204 Mandarin Isle Fort Lauderdale, Florida	Secretary-Treasurer and Director

ARTICLE VIII.

BY-LAWS

The By-Laws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE IX.

AMENDMENTS TO ARTICLES OF INCORPORATION

Section 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least sixty-six and two-thirds (66 2/3%) percent of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel (apartment unit) in the general common elements of the condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the condominium.

Section 3. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

ARTICLE X.

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of HARWICK HOUSE, INC., a condominium, shall be utilized by the corporation to pay for the cost of said maintenance and operation. The corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The corporation shall make no distribution of income to its members, Directors or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

4. Upon termination of the condominium and dissolution, or final liquidation, of this corporation, the distribution to the members of this corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements, shall not constitute or be deemed to be a default or distribution of income.

ARTICLE XI.

INDEMNIFICATION

Every officer and every Director of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably 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 a Director or officer 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 interests 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.

AMENDED AND RESTATED
BY-LAWS
OF
HARWICK HOUSE, INC.

October, 2001

ARTICLE I. NAME AND LOCATION

Section 1. The name of this corporation shall be HARWICK HOUSE, INC.

Section 2. Its principal place of business shall be located at 625 Antioch Avenue, Fort Lauderdale, Florida.

ARTICLE II. DEFINITIONS

Section 1. Apartment means a condominium parcel utilized for residential purposes, together with the undivided share in the common elements which is appurtenant to said condominium parcel.

Section 2. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

Section 3. Association means HARWICK HOUSE, INC., a non-profit corporation responsible for the operation of this condominium.

Section 4. Common elements means the portions of the condominium property not included in the units.

Section 5. Common expenses means the expenses for which the unit owners are liable to the Association.

Section 6. Common surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

Section 7. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

Section 8. Condominium parcel includes an apartment unit or the Recreation Unit together with the undivided share in the common elements which is appurtenant to the unit.

Section 9. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included therein are the individual owners' rights in individual leases to the Recreation Unit which is a part of HARWICK HOUSE, INC. CONDOMINIUM.

Section 10. Institutional first mortgage means a first mortgage originally executed and delivered by a bank, a federal savings association or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit together with any other interest or undivided share in the common elements appurtenant to such apartment unit.

Section 11. Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Section 12. Majority, or majority of operating owners, means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

Section 13. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

Section 14. Recreation unit includes recreation room No. 105, and the recreational pool and patio area.

Section 15. Unit means a part of the condominium property which is subject to private ownership.

Section 16. Unit owner or apartment owner means the owner of a condominium parcel.

ARTICLE III. PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 718, Florida Statutes (the "Condominium Act," or the "Act") as same may be amended, from time to time, for the purpose of operating and managing HARWICK HOUSE, INC., a condominium. The condominium to be operated and managed by this corporation shall be located upon the lands described in the Declaration of Condominium.

Section 2. HARWICK HOUSE, INC., a condominium, was duly incorporated in the Office of the Secretary of State of Florida on the 12th day of February, 1969.

ARTICLE IV. MEMBERS

Section 1. All of the owners of condominium parcels (including both the owners of apartment units and the Recreation Unit) shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. Voting by the owners of the condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment unit.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs. Every member shall provide Association with an address in Broward County, Florida for purposes of notice and communication.

ARTICLE V. MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held in February of each year at the principal office of the corporation, or at such other place as may be set forth in the notice of said meeting, in Fort Lauderdale, Florida. At such meeting, the members shall elect directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

Section 2. A special meeting of the members to be held at the same place as the annual meeting or such other place in the City of Fort Lauderdale, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice-President, to call such a meeting whenever so requested by members holding thirty-three percent (33%) or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than fourteen (14) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President, or in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one percent (51%) of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium parcel.

Section 7. Annual or special meeting of the members may be held at any time or place without notice, with the written consent of sixty-six and two-thirds percent (66 2/3%) of all of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE VI. DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members by plurality vote. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall be necessary for any member of the Board of Directors to be the owner or spouse of an owner of an individual condominium parcel or the trustee of a trust owning an individual condominium parcel.

Section 2. The Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director.

Section 4. A Director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by

mail, telephone or telegram, at least forty-eight (48) hours prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the corporation and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted and published to all Directors.

Section 8. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice of at least three (3) Directors.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of the Act, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation and the Condominium Documents, subject only to such approval of the owners of the individual condominium parcels as may be required under these By-Laws, the Articles of Incorporation and the Condominium Documents.

Such powers shall include, but shall not be limited to, the following:

- A. Management and operation of the condominium.
- B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.
- C. The maintenance, repair and replacement of the condominium property.

D. The reconstruction of improvements after any casualty, and the further improvement of the property.

E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.

F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the corporation before such shall become effective.

G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.

H. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium parcels and the corporation against any casualty or any liability to third persons.

I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

J. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

K. To pay any taxes or special assessments against any condominium parcel where the same are in default and to assess the same against the condominium parcel, subject to said taxes and liens.

To pay any taxes or special assessments of any condominium parcel acquired by the corporation through the enforcement of any lien held by the corporation against said condominium parcel

ARTICLE VII. OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, whether with or without cause, and his successor

elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting who may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VIII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers,

employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. The Board of Directors of the corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 4. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the corporation, including the following items:

A. General expenses to be incurred in connection with the operation of the general common elements of the condominium.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

Copies of the proposed budget and assessment shall be transmitted to each member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

Section 5. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 6. All assessments paid by members to the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excessive monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the general elements shall be considered as general surplus and held for the benefit of all of the members, in proportion to each member's share in the general common elements.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

HARWICK HOUSE INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida.

86-174580

VERIFICATION OF RESULTS OF
ELECTION HELD AT SPECIAL MEMBER'S MEETING

The undersigned, as the Secretary of Harwick House, Inc., a Florida nonprofit corporation, hereby states that at the duly notified and held special member's meeting, which took place on April 30, 1986 at 7:30 p.m., an election took place to approve the proposed amendments to the bylaws, a copy of which is attached hereto, and the proposed amendment to the Declaration of Condominium, a copy of which is attached hereto.

At said election, 30 of the voting members voted to approve the proposed amendments, 3 members voted no to the proposals, while 3 members did not reply.

Accordingly, I hereby certify the results of the corporation as the Secretary, and state that the quorum requirements for this special member's meeting; as well as the greater than 75 percent majority for approval of bylaws amendments, took place, as well as the same majority voting approval for the amendment to the Declaration of Condo..

DATED this 2 day of MAY, 1986 at Fort Lauderdale, Florida.

E. Kraft
Secretary, Harwick House, Inc.

STATE OF FLORIDA : SS
COUNTY OF BROWARD:

BEFORE ME the undersigned authority personally appeared EDWARD KRAFT, who stated that he is the Secretary of the Florida nonprofit corporation known as Harwick House, Inc., and that he is authorized to certify the results of the corporation.

SWORN TO AND SUBSCRIBED to before me this 2 day of MAY, 1986.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 24, 1987
Revised Troy Fair - Insurance, Inc.

Law Offices
COLT & PHILLIPS
1318 S.E. 2nd AVENUE
FT. LAUDERDALE, FLORIDA 33316

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HARWICK HOUSE, INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More Commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida. AMENDMENTS TO THE BY-LAWS OF HARWICK HOUSE, INCORPORATED.

ARTICLE VI. DIRECTORS

Section 11.

F. To make and amend regulations respecting the use of the property in the condominium, provided, that such regulations and amendments thereto shall be approved by not less than 66 2/3 % of the votes of the entire membership of the corporation before such shall become effective.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF HARWICK HOUSE CONDOMINIUM.

XI. USE RESTRICTION.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 66 2/3% of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

REC 13402 PG 334

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

Section 8. Condominium parcel includes an apartment unit or the Recreation Unit together with the undivided share in the common elements which is appurtenant to the unit.

Section 9. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included therein are the individual owners' rights in individual leases to the Recreation Unit which is a part of HARWICK HOUSE, INC. CONDOMINIUM.

Section 10. Institutional first mortgage means a first mortgage originally executed and delivered by a bank, a federal savings association or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit together with any other interest or undivided share in the common elements appurtenant to such apartment unit.

Section 11. Limited common elements means and includes the ...

Section 2. HARWICK HOUSE, INC., a condominium, was duly incorporated in the Office of the Secretary of State of Florida on the 12th day of February, 1969.

ARTICLE IV. MEMBERS

Section 1. All of the owners of condominium parcels (including both the owners of apartment units and the Recreation Unit) shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. Voting by the owners of the condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment unit.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs. Every member shall provide Association with an address in Broward County, Florida for purposes of notice and communication.

ARTICLE V. MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held in February of each year at the principal office of the corporation, or at such other place as may be set forth in the notice of said meeting, in Fort Lauderdale, Florida. At such meeting, the members shall elect directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

Section 2. A special meeting of the members to be held at the same place as the annual meeting or such other place in the City of Fort Lauderdale, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice-President, to call such a meeting whenever so requested by members holding thirty-three percent (33%) or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than fourteen (14) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President, or in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one percent (51%) of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium parcel.

Section 7. Annual or special meeting of the members may be held at any time or place without notice, with the written consent of sixty-six and two-thirds percent (66 2/3%) of all of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE VI. DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members by plurality vote. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall be necessary for any member of the Board of Directors to be the owner or spouse of an owner of an individual condominium parcel or the trustee of a trust owning an individual condominium parcel.

Section 2. The Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director.

Section 4. A Director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by

mail, telephone or telegram, at least forty-eight (48) hours prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the corporation and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted and published to all Directors.

Section 8. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice of at least three (3) Directors.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of the Act, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation and the Condominium Documents, subject only to such approval of the owners of the individual condominium parcels as may be required under these By-Laws, the Articles of Incorporation and the Condominium Documents.

Such powers shall include, but shall not be limited to, the following:

- A. Management and operation of the condominium.
- B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.
- C. The maintenance, repair and replacement of the condominium property.

D. The reconstruction of improvements after any casualty, and the further improvement of the property.

E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.

F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the corporation before such shall become effective.

G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.

H. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium parcels and the corporation against any casualty or any liability to third persons.

I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

J. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

K. To pay any taxes or special assessments against any condominium parcel where the same are in default and to assess the same against the condominium parcel, subject to said taxes and liens.

To pay any taxes or special assessments of any condominium parcel acquired by the corporation through the enforcement of any lien held by the corporation against said condominium parcel

ARTICLE VII. OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, whether with or without cause, and his successor

elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting who may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VIII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers,

employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. The Board of Directors of the corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 4. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the corporation, including the following items:

A. General expenses to be incurred in connection with the operation of the general common elements of the condominium.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

Copies of the proposed budget and assessment shall be transmitted to each member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

Section 5. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 6. All assessments paid by members to the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excessive monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the general elements shall be considered as general surplus and held for the benefit of all of the members, in proportion to each member's share in the general common elements.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

HARWICK HOUSE INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida.

86-174580

VERIFICATION OF RESULTS OF
ELECTION HELD AT SPECIAL MEMBER'S MEETING

The undersigned, as the Secretary of Harwick House, Inc., a Florida nonprofit corporation, hereby states that at the duly notified and held special member's meeting, which took place on April 30, 1986 at 7:30 p.m., an election took place to approve the proposed amendments to the bylaws, a copy of which is attached hereto, and the proposed amendment to the Declaration of Condominium, a copy of which is attached hereto.

At said election, 30 of the voting members voted to approve the proposed amendments, 3 members voted no to the proposals, while 3 members did not reply.

Accordingly, I hereby certify the results of the corporation as the Secretary, and state that the quorum requirements for this special member's meeting; as well as the greater than 75 percent majority for approval of bylaws amendments, took place, as well as the same majority voting approval for the amendment to the Declaration of Condo..

DATED this 2 day of MAY, 1986 at Fort Lauderdale, Florida.

x E. Kraft
Secretary, Harwick House, Inc.

STATE OF FLORIDA : SS
COUNTY OF BROWARD:

BEFORE ME the undersigned authority personally appeared EDWARD KRAFT, who stated that he is the Secretary of the Florida nonprofit corporation known as Harwick House, Inc., and that he is authorized to certify the results of the corporation.

SWORN TO AND SUBSCRIBED to before me this 2 day of MAY, 1986.

[Signature]
Notary Public, State of Florida

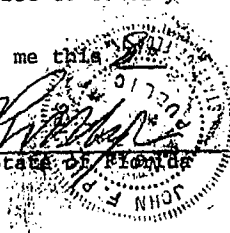
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 24, 1987
Reeded Troy Fair - Louisville, Va.

Law Offices
COLT & PHILLIPS
1318 S.E. 2nd AVENUE
FT. LAUDERDALE, FLORIDA 33316

MAY 15 11:57

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OH

HARWICK HOUSE, INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More Commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida. AMENDMENTS TO THE BY-LAWS OF HARWICK HOUSE, INCORPORATED.

ARTICLE VI. DIRECTORS

Section 11.

F. To make and amend regulations respecting the use of the property in the condominium, provided, that such regulations and amendments thereto shall be approved by not less than 66 2/3 % of the votes of the entire membership of the corporation before such shall become effective.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF HARWICK HOUSE CONDOMINIUM.

XI. USE RESTRICTION.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 66 2/3% of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. The Board of Directors of the corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 4. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the corporation, including the following items:

A. General expenses to be incurred in connection with the operation of the general common elements of the condominium.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

Copies of the proposed budget and assessment shall be transmitted to each member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

Section 5. The Board of Directors shall require that a fidelity bond be obtained from

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

HARWICK HOUSE, INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More Commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida.

AMENDMENTS TO THE BY-LAWS OF
HARWICK HOUSE, INCORPORATED.

ARTICLE VI. DIRECTORS

Section 11.

F. To make and amend regulations respecting the use of the property in the condominium, provided, that such regulations and amendments thereto shall be approved by not less than 66 2/3 % of the votes of the entire membership of the corporation before such shall become effective.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF HARWICK HOUSE CONDOMINIUM.

XI. USE RESTRICTION.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 66 2/3% of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

Section 8. Condominium parcel includes an apartment unit or the Recreation Unit together with the undivided share in the common elements which is appurtenant to the unit.

Section 9. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for

Section 2. HARWICK HOUSE, INC., a condominium, was duly incorporated in the Office of the Secretary of State of Florida on the 12th day of February, 1969.

ARTICLE IV. MEMBERS

Section 1. All of the owners of condominium parcels (including both the owners of apartment units and the Recreation Unit) shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. Voting by the owners of the condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment unit.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs. Every member shall provide Association with an address in Broward County, Florida for purposes of notice and communication.

ARTICLE V. MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held in February of each year at the principal office of the corporation, or at such other place as may be set forth in the notice of said meeting, in Fort Lauderdale, Florida. At such meeting, the members shall elect directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

Section 2. A special meeting of the members to be held at the same place as the annual meeting or such other place in the City of Fort Lauderdale, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice-President, to call such a meeting whenever so requested by members holding thirty-three percent (33%) or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than fourteen (14) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President, or in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one percent (51%) of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium parcel.

Section 7. Annual or special meeting of the members may be held at any time or place without notice, with the written consent of sixty-six and two-thirds percent (66 2/3%) of all of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE VI. DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members by plurality vote. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors. *

It shall be necessary for any member of the Board of Directors to be the owner or spouse of an owner of an individual condominium parcel or the trustee of a trust owning an individual condominium parcel.

Section 2. The Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director.

Section 4. A Director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present. *

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by

mail, telephone or telegram, at least forty-eight (48) hours prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the corporation and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted and published to all Directors.

Section 8. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice of at least three (3) Directors.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of the Act, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation and the Condominium Documents, subject only to such approval of the owners of the individual condominium parcels as may be required under these By-Laws, the Articles of Incorporation and the Condominium Documents.

Such powers shall include, but shall not be limited to, the following:

- A. Management and operation of the condominium.
- B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.
- C. The maintenance, repair and replacement of the condominium property.

D. The reconstruction of improvements after any casualty, and the further improvement of the property.

E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.

F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that such regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the corporation before such shall become effective.

G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.

H. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium parcels and the corporation against any casualty or any liability to third persons.

I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

J. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

K. To pay any taxes or special assessments against any condominium parcel where the same are in default and to assess the same against the condominium parcel, subject to said taxes and liens.

To pay any taxes or special assessments of any condominium parcel acquired by the corporation through the enforcement of any lien held by the corporation against said condominium parcel

ARTICLE VII. OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice-✱ President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, whether with or without cause, and his successor

elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting who may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VIII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers,

employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. The Board of Directors of the corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 4. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the corporation, including the following items:

A. General expenses to be incurred in connection with the operation of the general common elements of the condominium.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

Copies of the proposed budget and assessment shall be transmitted to each member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

Section 5. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 6. All assessments paid by members to the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excessive monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the general elements shall be considered as general surplus and held for the benefit of all of the members, in proportion to each member's share in the general common elements.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

HARWICK HOUSE, INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida.

**NOTICE OF FILING
AMENDMENTS TO THE BYLAWS OF
HARWICK HOUSE, INCORPORATED;
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF HARWICK HOUSE, INC..**

The undersigned, as President of Harwick House, Inc., a condominium located at 625 Antioch Avenue, Fort Lauderdale, Florida 33304, on behalf of the Board of Directors of the condominium, herewith files this Notice of Amendments to the Bylaws of Harwick House, Inc., and Notice of filing Amendment to the Declaration of Condominium.

SAID AMENDMENTS, having been duly made by a greater than 75 percent affirmative vote of the members of the condominium, at the duly constituted and held special member's meeting on April 30, 1986 at 7:30 p.m.

Attached hereto is a certificate and verification of the votes of said meeting by the secretary of Harwick House, Inc.; as well as the amendments to the bylaws, and the amendment to the Declaration of Condominium.

DATED this 8 day of May, 1986
at Fort Lauderdale, Florida.

By: Anna Pacca
President, Harwick House, Inc.

STATE OF FLORIDA : SS
COUNTY OF BROWARD:

BEFORE ME the undersigned authority personally appeared ANNA PACCA, who acknowledged that he is the President of Harwick House, Inc., a nonprofit corporation in Florida, and that he is authorized to execute the Notice of Amendment of Bylaws on behalf of the corporation, and the Notice of Amendment to the Declaration of Condominium.

SWORN TO AND SUBSCRIBED before me the undersigned authority this 8 day of May, 1986.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 24, 1987
Bonded Thru Troy Fair - Insurance, Inc.

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HARWICK HOUSE, INC., a condominium according to the Declaration thereof, recorded in Official Records Book 4396, at page 882, of the Public Records of Broward County, Florida, said lands situate, lying, and being in Broward County, Florida; More Commonly known as 625 Antioch Avenue, Ft. Lauderdale, Florida. AMENDMENTS TO THE BY-LAWS OF HARWICK HOUSE, INCORPORATED.

ARTICLE VI. DIRECTORS

Section 11.

F. To make and amend regulations respecting the use of the property in the condominium, provided, that such regulations and amendments thereto shall be approved by not less than 66 2/3 % of the votes of the entire membership of the corporation before such shall become effective.

ARTICLE IX. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 66 2/3% of the votes in the condominium as set forth in the Declaration of Condominium.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF HARWICK HOUSE CONDOMINIUM.

XI. USE RESTRICTION.

E. Regulations. Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 66 2/3% of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR