



Rocaille

Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPAHO BEACH, FLORIDA 33062
BROWARD COUNTY, FLORIDA
December 9, 1993

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida
1965 S OCEAN BLVD, POMPAHO BEACH, FL. 33062

At the Annual Meeting of the Rocaille Condominium owners on Dec. 6, 1993 a resolution was offered to amend the Declaration of Condominium for the purpose of protecting the condominium against an undue number of absentee landlords, which would threaten to undermine the concept of condominium ownership.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item F, CONVEYANCES, Sub-section (1) Sale or Lease (p. 11) shall be amended by the addition of:

"New owners of units will not be permitted to lease their apartments during the first two years of ownership, except in cases of extreme hardship, as determined by the Board of Directors."

The above resolution was approved by six of the seven Directors and by 2/3 of the membership of the Association.

IN WITNESS THEREOF officers of the corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES:

Sandra Higgs

Sandra K. Higgs

Sally Ann Bell

SALLY ANN BELL

ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

Florence D. Tallman
President

FLORENCE D. TALLMAN

Emil J. Micusik
Treasurer

EMIL J. MICUSIK

STATE OF FLORIDA
COUNTY OF BROWARD

SEAL RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Florence D. Tallman and Emil J. Micusik, known to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 10th day of December, 1993.

My commission expires:

Notary Public, State of Florida
My Commission Expires June 12, 1994
Bonded Three Thousand Dollars

Sally Ann Bell
Notary Public SALLY ANN BELL
FL. LIC. NO. 61111
(Print)

IDENTIFICATION PROVIDED Condo Manual Book
(S)HE DID/DID NOT TAKE AN OATH Custom
they did

4755 N. Ocean Blvd.
Ft. Lauderdale
33308

SHELLY ANN BELL

Return To:
ROCAILLE CONDOMINIUM APTS.
1965 SO. OCEAN BLVD. (A1A)
POMPAHO BEACH, FL 33062
TEL: 305-946-0371

PROPERTY RIDER:
D-100

BR21507P60501

MLM

95-199779 T#001
05-12-95 11:14AM

BR23445PG0608

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title:

AMENDMENT OF COVENANT
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

ROCHILLE COND. APPT. INC. (and Supp of 116)
1965 V OCEAN BLVD.
POMPADOUR BEACH, FL. 33062

To:

Brief Legal Description:

(If applicable)

NON REFUNDABLE FEE FOR APPRAISING
PROFESSIONAL APPLICATION FOR
NEW BUYERS COVENANT

➡ Return Recorded Document to:

ROCHILLE COND APPT. INC
1965 OCEAN BLVD
POMPADOUR BEACH, FL. 33062



WFLA



Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPAHO BEACH, FLORIDA 33062

May 11, 1995

AMENDMENT THIRTEEN TO THE DECLARATION OF CONDOMINIUM OF
ROCAILLE CONDOMINIUM APARTMENTS, INC. IN UNINCORPORATED
BROWARD COUNTY, A NON-PROFIT ORGANIZATION UNDER THE LAWS
OF THE STATE OF FLORIDA.

At a General Meeting of the Rocaille Condominium owners on Feb. 14, 1995,
in order to incorporate into the Declaration of Condominium an action
approved by the Florida Condominium Law, the Board of Directors offered
a resolution to amend the Declaration to provide for the payment of
application fees by prospective buyers and renters.

RESOLVED, that Declaration of Condominium, Section 27, USE
RESTRICTIONS, Item F, CONVEYANCES, Sub-Section (1) Sale or
Lease, shall be amended by the addition of item (d):
(d) Application Fees
"The Association shall charge a non-refundable fee for pro-
cessing applications for new buyers and renters. This fee
shall not exceed \$100.00."

The above resolution was unanimously approved by the Directors and a
general vote of 19 FOR and 2 AGAINST, including proxies.

IN WITNESS THEREOF officers of the Corporation have executed these
resolutions and caused the Corporate Seal to be affixed.

WITNESSES:

ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

Sally A. Bell

Ada Masdonati
Ada Masdonati, Vice-President

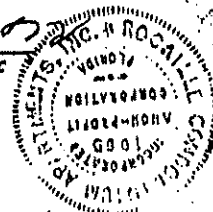
Emil J. Miousik

Emil J. Miousik
Emil J. Miousik, Treasurer

STATE OF FLORIDA
COUNTY OF BROWARD

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

SEAL



I HEREBY CERTIFY, that on this day personally appeared before me, two
officers duly authorized to administer oaths and take acknowledgements,
Ada Masdonati and Emil J. Miousik, known to be the Vice-President and
Treasurer of the Rocaille Condominium Apts., Inc.; that then and there
the said individuals acknowledged the seal affixed to the foregoing
instrument to be the seal of the said corporation; that their names are
officially subscribed thereto and that the foregoing is the free act
and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in
the County and State last aforesaid, this 12 day of April, 1995.

My commission expires:



ADAM MICHELLE GANNER
MY COMMISSION # 0024121 EXPIRES
October 17, 1997
BROWARD COUNTY, FLORIDA

Adam Michelle Ganner
Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

Return to:

BK23445PC0609

95-199795 TW001
05-12-95 11:17AM

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title:

PAID IN FULL TO DECLARATION OF CONDO
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

ROCKVILLE COND. ADV. INC., 1965 S OCEAN BLVD
POYPOUND BEACH, FL 33062 - OWNER
MEETING & BOARD OF DIR

To:

BK23445PG0634

Brief Legal Description:

(if applicable)

TO COMPLY WITH ANY OF TERMS OF COND
DOCUMENTS AND REGULATIONS BY
OWNER, LEASEE OR INVITEE

✓ *Actual*



Return Recorded Document to:

ROCKVILLE COND. ADV. INC.
1965 S OCEAN BLVD
POYPOUND BEACH, FL 33062

1965 S OCEAN BLVD A1A

②
CRM



Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPANO BEACH, FLORIDA 33062

May 11, 1995

AMENDMENT FOURTEEN TO THE DECLARATION OF CONDOMINIUM OF ROCAILLE CONDOMINIUM APARTMENTS, INC. IN UNINCORPORATED BROWARD COUNTY, A NON-PROFIT ORGANIZATION UNDER THE LAWS OF THE STATE OF FLORIDA.

At a General Meeting of the Rocaille Condominium owners on Feb. 14, 1995, in order to incorporate into the Declaration of Condominium an action approved by the Florida Condominium Law, the Board of Directors offered a resolution to amend the Declaration to provide authority to fine those who fail to comply with the terms of the condo documents and regulations.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Sub-Section (6) COMPLIANCE AND DEFAULT, shall be amended by the addition of item (e):

(e) Fines
(e) "Failure of a unit owner, its occupant, lessee or invitee, to comply with any of the terms of the condo documents and regulations adopted pursuant thereto may result in a fine being levied by the Board of Directors. The fine may be up to \$100. per day, per violation, up to a maximum of \$1000. The Board must give the accused notice of intent to fine, including the nature of the violation, and offer the opportunity for a hearing before a committee of non-board member owners. The decision of that committee will be binding."

The above resolution was unanimously approved by the Directors and a general vote of 17 FOR and 4 AGAINST, including proxies.

IN WITNESS THEREOF officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES:

ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

Sally Ann Bell
SALLY ANN BELL

Ada Masdonati
Ada Masdonati, Vice-President

Admir Michelle L. Gorden
ADMIR MICHELLE L. GORDEN

Emil J. Micusik
Emil J. Micusik, Treasurer

STATE OF FLORIDA
COUNTY OF BROWARD

SEAL

I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Ada Masdonati and Emil J. Micusik, known to be the Vice-President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 12 day of April, 1995.

My commission expires:



ADMIR MICHELLE GORDEN
MY COMMISSION # C0384181 EXPIRES
OCTOBER 17, 1997
BROWARD COUNTY FLORIDA

Admir Michelle L. Gorden
Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

PREPARED BY: EMIL J. MICUSIK
RETURN TO: Rocaille Condo Apts., Inc., 1965 S. Ocean Blvd., Pompano Beach
FL 33062

BR23445PG0635

CERTIFICATE OF AMENDMENT
OF

ROCAILLE CONDOMINIUM APARTMENTS, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation and By-Laws, exhibits to the Declaration of Condominium of Rocaille Condominium Apartments, as described in Official Records Book 3134 at Page 623 of the Public Records of Broward County, Florida were duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of JUNE, 1997, at Rocaille Condominium, Broward County, Florida.

By: Paul Gjemre

Print: PAUL G. GJEMRE

Attest: Rose Firlick

Print: ROSE FIRLICK

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16TH day of JUNE, 1997, by PAUL GJEMRE as Vice President and ROSE FIRLICK as Secretary of Rocaille Condominium Apartments, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced (PERSONALLY KNOWN) as identification and did take an oath.



JOHN DAVIDIO
COMMISSION # CC 672047
EXPIRES JUL 26, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

My Commission Expires:

NOTARY PUBLIC:

sign John Davidio

print JOHN DAVIDIO

State of Florida at Large

BK266664PG0913

2
298

7 Randall K. Roger Kaye & Roger 6261 Northwest 6th Way Ste 103 Ft. Lauderdale, FL 33309

AMENDMENT TO THE
ARTICLES OF INCORPORATION AND
BY-LAWS OF
ROCAILLE CONDOMINIUM APARTMENTS, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE ARTICLES OF INCORPORATION

ARTICLE V
DIRECTORS

1. The affairs of the Association will be managed by a board of not less than three nor more than seven directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors. Except as provided in the By-Laws, only owners of Units at the Condominium qualify to serve on the Board as a director.

TO THE BY-LAWS

III. Directors.

1. The Board of Directors will consist of three members during the first corporation year and five (5) members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein or the owner of an unimproved apartment building site. In addition, individuals other than owners who meet the following criteria shall be eligible to serve on the Board:

a. Parents, children or sibling occupying the unit with the title holder for the purpose of providing care-giving services to the title holder;

b. Application must be made to and approval received from the Board in advance for a special circumstances eligibility; and

c. A valid power of attorney from the unit owner to the care-giver, and a written acknowledgment from the unit owner wherein he or she relinquishes the right to vote on Association matters.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK26664PC0914

65-109864

DECLARATION OF CONDOMINIUM

OF

ROCAILLE CONDOMINIUM APARTMENTS

RO-KI CORP., a Florida corporation (hereinafter referred to as Developer), hereby declares that it is the owner in fee simple of the land hereinafter described, and further states and declares:

1. SUBMISSION STATEMENT:

The land hereinafter described is hereby declared to be condominium property and is hereby submitted to condominium ownership, pursuant to the provisions of the 1963 Florida Condominium Act, as amended.

2. NAME:

The name by which this condominium is to be identified is:

ROCAILLE CONDOMINIUM APARTMENTS

3. LEGAL DESCRIPTION:

The legal description of the land included in said condominium is as follows:

A parcel of land lying in Section 7, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the East by the West right-of-way line of State Road A-1-A; on the North by the North line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 7 and the Easterly extension thereof; on the South by a line parallel to and 125 feet South of (as measured at right angles) the said North line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7 and the Easterly extension thereof; on the West by a line parallel to and 250 feet West of (as measured along the North and South lines thereof) the West right-of-way line of said State Road A-1-A; subject to easement for private road purposes over and across the North 20 feet thereof.

4. IDENTIFICATION OF UNITS:

The condominium has twenty-five units which are identified and referred to herein, and in the Exhibit attached hereto and made a part hereof, and referred to as arabic numerals 101, 201 to 208 both inclusive, 301 to 308 both inclusive, and 401 to 408 both inclusive.

Horizontal boundaries for the units are the entire unit wall where it does not adjoin another unit and one-half the unit wall where it adjoins another unit.

Vertical boundaries for the units are the bottom of the concrete floor slab and the bottom of the ceiling slab respectively.

5. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS:

There is being recorded simultaneously herewith a survey, plot plan and floor plan of the above described property, marked Exhibit A, and incorporated herein by reference, showing and identi-

*H. E. Jones
1776 E. Sunrise
City*

-1-

65 DEC 15 PM 10:06

4700

REC-3134 M-024

lying thereon the Common Elements and each Unit and their relative locations and approximate dimensions. The aforesaid Exhibit A has been certified by J. W. M. Laughlin, a surveyor authorized to practice in the State of Florida, and such certification is made pursuant to the requirements of Section 8 (1) (e)

6. UNDIVIDED SHARES:

A. Each Unit shall have as an appurtenance thereto an undivided one twenty-fifth interest in and to the Common Elements.

B. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements in this Condominium, which right shall be shared with all other Unit Owners and ROCAILLE CONDOMINIUM APARTMENTS, hereinafter referred to as "Association").

7. SHARING COMMON EXPENSES AND SURPLUS:

The common expenses shall be shared and the ownership of common surplus shall be in proportion to each Unit Owner's percentage of ownership of the Common Elements as set forth hereinbefore.

8. VOTING RIGHTS OF OWNERS OF UNITS:

A. Owners of a fee simple interest in each Unit shall collectively be entitled to one vote and the person entitled to cast such vote shall be determined as follows:

(1) A statement must be filed with the Secretary of the Association in writing signed under oath by members with an interest in a Unit and shall state:

(a) The respective percentage interest of every person (as recorded in the Public Records of Broward County, Florida) owning a vested present interest in the fee title of the Unit in which the affiant owns an interest.

(b) Which one of the Owners of the Unit in which the affiant owns an interest is to represent all of the Owners of that Unit at membership meetings and/or to cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the Voting Owner and shall be the only Owner owning an interest in that Unit eligible to cast the vote for said Unit. The person designated as the Voting Owner may continue to cast the binding vote for all owners owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the Voting Owner by those members owning the majority interest by a similar written statement filed with the Secretary.

B. There shall not be more than twenty-five Voting Owners at any one time and each may cast one vote. A corporation or any individual with an interest in more than one Unit may be designated the Voting Owner for each Unit in which he owns an interest. Failure by members of a Unit to file such statement under oath with the Secretary prior to a properly held vote or election will result in depriving the Owners with an interest in such Unit of a vote on such occasion.

9. METHOD OF AMENDMENT OF DECLARATION:

A. An amendment to change any condominium parcel, or a condominium Unit's proportionate share of the common expenses, or common surplus, or the voting rights pertinent to any Unit, shall not be valid unless all of the record owners thereof and all the record owners of any first mortgage liens thereon, and the Developer, in the event it retains any mortgage lien thereon, shall join in the execution

of the amendment prior to recording thereof.

B. All other modifications or amendments of this Declaration may be made by an instrument executed and recorded by all of the Owners of at least seventy-five (75%) per cent. of the Units, and by all Owners and holders of first mortgage liens on any Units and the Developer, in the event it retains any mortgage lien on any Unit.

10. BY-LAWS:

The operation of the condominium property shall be governed by the By-Laws, copy of which is annexed to this Declaration, made a part hereof and marked Exhibit B.

11. ASSOCIATION:

A. The operation of the condominium will be by ROCAILLE CONDOMINIUM APARTMENTS, INC., a corporation not for profit, organized and existing under the laws of the State of Florida (herein referred to as Association).

B. The Developer and all persons hereafter owning a vested present interest in any one of the Units, and which interest is evidenced by the recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and their memberships shall automatically terminate when they no longer own such interest.

12. COMMON ELEMENTS:

A. The Common Elements include all of the premises hereinbefore described, and all improvements therein and thereon not included within any of the Units.

B. This Condominium does not contain any limited Common Elements.

13. LIENS AND PENALTY INTEREST:

A. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the Unit Owner of such Condominium Parcel and reasonable attorney's fees incurred by the Association incident to the collection of assessments or enforcement of such lien.

B. Assessments and instalments thereon not paid when due shall bear interest from the date when due until paid, at the rate of eight per cent. (8%) per annum until paid.

14. SEVERABILITY:

A. If any of the provisions of this Declaration, or the Exhibits thereto, or deed of conveyance of a Condominium Parcel by the Developer, or any paragraph, sentence, clause, phrase or word therein, or the application thereof, is held invalid, the remainder of this Declaration, the Exhibits thereto, and the provisions of such conveyances shall not be affected thereby.

B. This Declaration, the By-Laws, and the Exhibits thereto, are made and executed by the Developer according to and pursuant to the provisions of the Florida Condominium Act, but in the event any provision, sentence, word, phrase, section or clause of said Act is, for any reason, declared by a Court decision to be invalid and, as a consequence thereof, the validity of any provision, word, phrase, paragraph or sentence of this Declaration shall be questioned by any-

one, then such questioned provision, word, phrase, paragraph or sentence shall be deemed to be valid and in full force and effect to the extent permitted under other Florida Statutes and the Common Law in effect in the State of Florida.

15. INTERPRETATION:

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

B. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof whether or not that person participates in the Association as a member.

C. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the 1963 Florida Condominium Act.

16. PROHIBITION OF FURTHER SUBDIVISION:

The space within any of the Units and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage, or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

17. EASEMENTS:

All of the condominium property shall be subject to easements as follows:

A. Encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

B. Maintenance, repair and replacement. Easements through the apartments and common facilities for maintenance, repair and replacement of the apartments and common facilities. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

C. Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments, common areas, and facilities in the building.

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

18. OBLIGATION OF MEMBERS:

Every Owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

A. Promptly pay the assessments levied by the Association;

B. Maintain in good condition and repair his Unit and all

interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the Unit and Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with the Exhibits attached hereto, except for changes or alterations approved in writing by the Association;

C. Not use or permit the use of his Unit for any purpose other than as a single family residence, and maintain his Unit in a clean and sanitary manner; provided, however, that Unit 101 shall be used solely for vehicle parking and storage under regulations established by the Association.

D. Not make or cause to be made any structural addition or alteration to his Unit, or to the Common Elements, without prior written consent of the Association and all mortgagees holding a mortgage on his Unit;

E. Not permit, or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members, or annoy them by unreasonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

F. Conform to and abide by the By-Laws and Uniform Rules and Regulations in regard to the use of Units and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Owner's property by, through or under him do likewise;

G. Make no alteration, decoration, repair, replacement or change of the Common Elements, or to any outside or exterior portion of the building, whether within a Unit or part of the Common Elements;

H. Allow the officers of the Association to enter any Unit at any reasonable time for the purpose of determining compliance with the Declaration, the By-Laws and the Rules and Regulations of the Association;

I. Show no sign, advertisement or notice of any type on the Common Elements, or his Unit, and erect no exterior antennas and aerials except as provided under Uniform Regulations promulgated by the Association;

J. Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Elements.

19. DESTRUCTION OF IMPROVEMENTS AND INSURANCE:

A. The Association shall purchase and obtain the following insurance:

- (1) Fire and extended coverage insurance insuring all of the insurable improvements erected within the condominium property for the full insurable value;
- (2) Public liability insurance 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 Unit Owners as individuals or as a group to other Unit Owners;

- (3) Such other insurance deemed desirable by the Board of Directors of the Association.

The premiums for all such insurance shall be assessed against the Owners of each Unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustees, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee.

FIRST NATIONAL BANK IN FORT LAUDERDALE
is hereby appointed Insurance Trustee, which bank is referred to hereinafter as the Insurance Trustee, or Trustee. The Association shall have the right, from time to time, to change the Insurance Trustee to another trust company authorized to conduct business in the State of Florida. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds.

B. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it, and shall hold such proceeds in trust for the Association, Unit Owners and mortgagees under the following terms:

(1) In the event a loss occurs to any improvement within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to their Units. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or Common Elements, or both;

(2) In the event that a loss of \$3,000.00 or less occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association, provided the Trustee first obtains the written approval of all first mortgagees holding mortgages encumbering the Units. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within Owners' Units, as estimated by the insurance carrier, and the Owners owning interests in Units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Units.

(3) In the event all first mortgagees do not agree to the payment of the proceeds as provided in the preceding paragraph, or in the event the damage exceeds \$3,000.00, then the Insurance Trustee shall hold all insurance proceeds in trust and shall disburse same as follows:

(a) In the event any first mortgagee demands application of insurance proceeds to the payment of its loan, the Trustee shall divide the insurance proceeds into shares proportionate to the assessment percentages and shall promptly pay each share jointly to the Owners and mortgagees of each Unit. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the Unit Owners and their respective mortgagees, if any.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the Units, and provided all first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor.

(c) In the event first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements, and within the Units, a membership meeting of the Association shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each Unit and the Owners thereof to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units. In the event the majority of the Voting Owners vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event the majority of the Voting Owners are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with paragraph 19 B (3) (a) above, and the condominium shall be terminated as hereinafter provided.

(4) In the event, after complete repair and reconstruction, and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with paragraph 19 B (3) (a) above.

(5) All covenants contained herein for the benefit of any mortgagee of a Unit may be enforced by such mortgagee.

20. COMMON EXPENSES AND ASSESSMENTS:

A. The common expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and any other expenses designated or inferred to be a common expense in this Declaration, or in the By-Laws attached hereto.

B. The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, and such budgets shall project the anticipated common expenses for the ensuing year.

C. After adoption of a budget, and determination of the annual assessment against Unit Owners in accordance with the shares of the common expenses hereinbefore set forth, the Association shall assess such sums by promptly notifying all Owners by delivering or mailing notice thereof to the Voting Owner representing each Unit, at such Owner's most recent address as shown by the books and records of the Association. One-quarter of the annual assessment shall be due and payable, in advance, to the Association on the 1st day of January, April, July and October regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each Unit, if necessary, to cover additional common expenses, and shall have the power to levy other special assessments as provided herein, which may or may not be equal per Unit.

D. Liability for Assessments.

The Owner of a Unit 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 Unit for which the assessments are made. A purchaser of a Unit at a judicial sale, or grantee of a Unit in lieu of foreclosure, shall be liable only for assessments coming due after such sale or conveyance and for that portion of due assessments prorated for the period after the date of such sale.

E. 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 Unit 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 ten (10) 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 Unit except that such lien shall be subordinate to bona fide liens of record.

F. Collections.

(1) Interest, application of payments, assessments and instalments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of six per cent. (6%) per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, 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 suit and attorneys' fees.

G. The Association may, at any time, require Owners to maintain a minimum balance on deposit with the Association to cover future

assessments. Said deposits shall be proportionate to each Unit's interest in the Common Elements.

H. The Board of Directors of the Association shall provide for the preparation of a financial and operating statement and present same at least annually to each of the Members. Any Member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant.

21. SPECIAL COMMON EXPENSE:

A. Immediately following the recordation of this Declaration, the Developer shall convey Unit 101 to G. EARL JAMES AS TRUSTEE. As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the Association shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the Lessee to be observed and performed, as set forth in that certain long-term lease (hereinafter referred to as the "Lease") to be entered into immediately following such conveyance, between G. EARL JAMES AS TRUSTEE, as Lessor, and RO-KI CORP., as Lessee (a copy of which lease is hereto annexed as Exhibit B-1) leasing Unit 101 of ROCALLE CONDOMINIUM APARTMENTS, which said lease shall immediately thereafter be assigned to the Association, by assignment, a copy of which is hereto annexed as Exhibit C.

B. The monies to be paid by the Association in connection with its performance of the terms of said Lease shall be deemed a common expense, subject to the limitation of liability for this particular common expense as set forth in Paragraph 28 hereof.

22. DEVELOPER'S UNITS AND PRIVILEGES:

A. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sales of Units, including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and to show apartments. A sales office, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease, as contained in this paragraph. This right shall apply only to the initial sale or disposition of Developer's Units.

B. This paragraph 22, as well as the right of a first mortgagee of record, to sell or lease, after acquisition of an apartment unit, without the necessity of obtaining consent (as hereinafter set forth), and the necessity of obtaining the written consent of a first mortgagee of record to any amendment to this Declaration (also as hereinafter set forth), shall not be subject to amendment.

23. TERMINATION:

In addition to the method of termination provided in the Condominium Act, all owners of twenty-five (25) Units may remove the condominium property from the provisions of the condominium law by an instrument to that effect, duly recorded, provided that the holders of all first mortgage liens affecting any of the condominium parcels consent thereto, or agree, in either case, by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. In the event of any termina-

tion, the Directors of the Association shall then proceed to liquidate and dissolve the Association and distribute any surplus. Where more than one person has an interest in a Unit, the Association may elect to pay the share of surplus for said Unit jointly to the various owners of the Unit.

24. REMEDIES FOR VIOLATION:

Each Unit Owner shall be governed by and shall comply with the Florida Condominium Act, this Declaration, the By-Laws and the Rules and Regulations of the Association, as they may exist from time to time. Failure to do so shall entitle the Association, or any Unit Owner, or any first mortgagee holding a mortgage encumbering any Unit, to recover sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Unit Owner, or by such first mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement.

25. MAINTENANCE:

A. In the event Owners of a Unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Association shall have the right to levy at any time a special assessment against the Owners of such Unit for the necessary sums to put the improvements within the Unit in good condition and repair, or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors or officers of the Association to enforce compliance with the provisions hereof, and such entry shall not be deemed a trespass.

26. IMPROVEMENTS:

Subsequent to the original construction, improvements and additions to the Common Elements may be made by the Association levying a special assessment, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6th) of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Owners.

27. USE RESTRICTIONS:

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

A. Single-family residences:

Except for Unit 101 which shall be used for vehicle parking and storage, 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 Units 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 Units may be rented provided the occupancy is only by the Lessee and his family and is not for less than one month and not longer than one year. No rooms may be rented, and no transient tenants accommodated, except for Unit 101.

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 seventy-five (75%) per cent. 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 Unit Owners.

F. Conveyances:

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

(1) Sale or Lease: Except for Unit 101, no Unit Owner may dispose of a Unit, or any interest therein, by sale or by lease for a term of more than one year without approval of the Association, except to another Unit Owner. 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 Unit. The approval of the Association shall be obtained as follows:

(a) Notice to Association:

A Unit Owner intending to make a bona fide sale, or a bona fide lease, for a period of longer than one year, of his Unit, 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.

(c) In the event of the death of the Owner of a Unit, his heir, devisee or the grantee of 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 of 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 Unit by such applicant, or purchase the Unit, or furnish a purchaser who will purchase the Unit from said heir, devisee or grantee of the personal representative of the estate at the then market value of the Unit.

(2) Mortgage:

Except for Unit 101, no Unit Owner may mortgage his condominium parcel, or any interest therein, without the approval of the Association, except to a bank, life insurance company or a Federal savings and loan association. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a Unit.

(3) Liens:

(a) Protection of property:

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

(b) Notice of Lien:

A Unit Owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes and special assessments, within five (5) days after the lien attaches.

(c) Notice of Suit:

A Unit Owner shall give notice to the Association of every suit, or other proceeding, which may affect the title to his Unit; such notice to be given within five (5) days after the Unit 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 a Unit, 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 any Unit Owner become subject to a 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 Unit may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions here-

in 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 Unit 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 Unit 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 an 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 Unit Owner.

(b) Negligence:

A Unit 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 a Unit.

(c) Costs and Attorneys' Fees:

In any proceeding arising because of an alleged default by a Unit 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 Unit 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.

28. ADDITIONAL RIGHTS OF MORTGAGEES:

As provided in Paragraph 21 hereof, the Association is obligated to perform all obligations of the Lessee in the lease described in said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on an apartment unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said lease. The foregoing immunity and waiver of obligations to the mortgagees shall apply to all obligations arising from the lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale of such unit by said mortgagee-owner.

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Nothing herein contained shall require the Association or Owners of any other apartment units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above.

29. CONDOMINIUM DOCUMENTS:

The documents which shall govern the condominium are:

A. This Declaration of Condominium, herein referred to as "The Declaration", which sets forth the nature of the property rights of the various Owners of the property in the condominium, and the covenants running with the land which affect such rights. All condominium documents shall be subject to the provisions of this Declaration.

B. Articles of Incorporation of ROCAILLE CONDOMINIUM APARTMENTS, INC., a non-profit corporation, by which the Owners of apartments will administer the condominium.

C. By-Laws of ROCAILLE CONDOMINIUM APARTMENTS, INC.

30. Atlantic Federal Savings and Loan Association of Fort Lauderdale, Florida, the holder of a mortgage on the condominium property, joins in this Declaration for the sole purpose of amending the legal description of its first mortgage lien on the property covered by this Declaration of Condominium to include each and every Unit thereof in order to permit the releasing of such Units in accordance with the description of same contained in this Declaration of Condominium.

IN WITNESS WHEREOF, the Developer, RO-KI CORP. and ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION, by their respective appropriate officers have executed this Declaration, this 30th day of November 1965, and caused their respective corporate seals to be affixed.

Witnesses:

Amie H. ...
June B. Hallen

RO-KI CORP.,

a Florida corporation

By William E. ...
President

Attest: ...
Asst. Secretary

ATLANTIC FEDERAL SAVINGS AND LOAN
ASSOCIATION

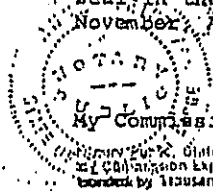
Carol A. Lessman By ...
Carol ... Vice Pres

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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared WILLIAM E. BLOMGREN and G. EARL JAMES, well known to me to be the President and Assistant Secretary of RO-KI CORP., a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the County and State last aforesaid, this 30th day of November, A. D. 1965.



My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 17, 1968
Bonded by Transamerica Insurance Co.

Ginne Weist

NOTARY PUBLIC

State of Florida at Large

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

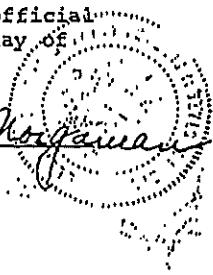
I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ROBERT W. FOX (Vice President) well known to me to be an officer of ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION; that then and there the said individual acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation, that his name is officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the County and State last aforesaid, this 6th day of December, A. D., 1965.

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 1, 1968
ADVISED THROUGH PAGE 14, 011-1111

Virginia Miller Morgan
NOTARY PUBLIC
State of Florida at Large



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COMMON ELEMENTS

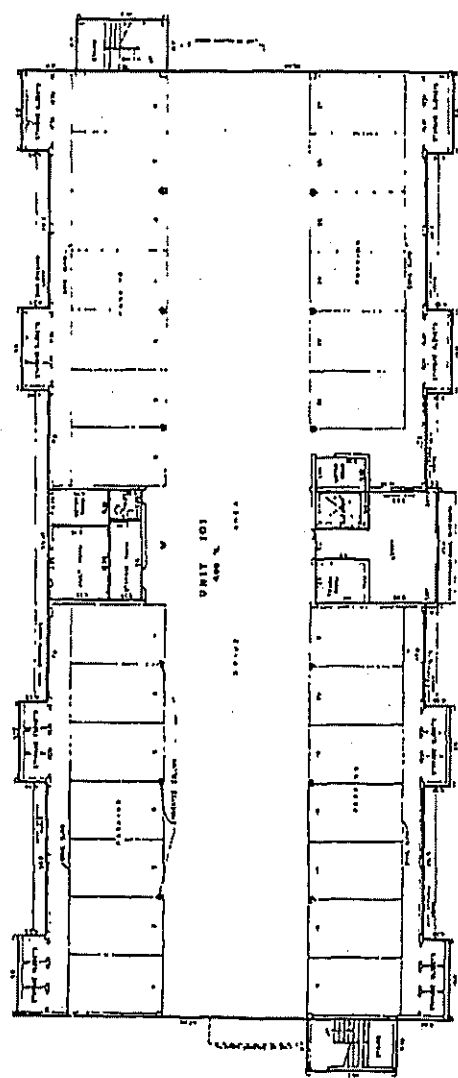
The Common Elements section of the purchase agreement documents, and the seller's property description, are the same in all of the reviewed documents. The seller's property description is identical in all of the reviewed documents, and the seller's property description is identical in all of the reviewed documents.

CAVEATS

The seller's property description is identical in all of the reviewed documents, and the seller's property description is identical in all of the reviewed documents.

[illegible]

EXHIBIT A
PAGE 2
ANNEXED TO AND MADE A PART OF
"DECLARATION"
BY RO-KI CORPORATION
DATE: 04.07.1984



CERTIFICATION
I, the undersigned, being a duly Licensed Architect, do hereby certify that the above is a true and correct copy of the original as submitted to me by the RO-KI CORPORATION, and that I am not aware of any fraud or deception in connection with the same.

By: *[Signature]*
Architect
Date: 04.07.1984

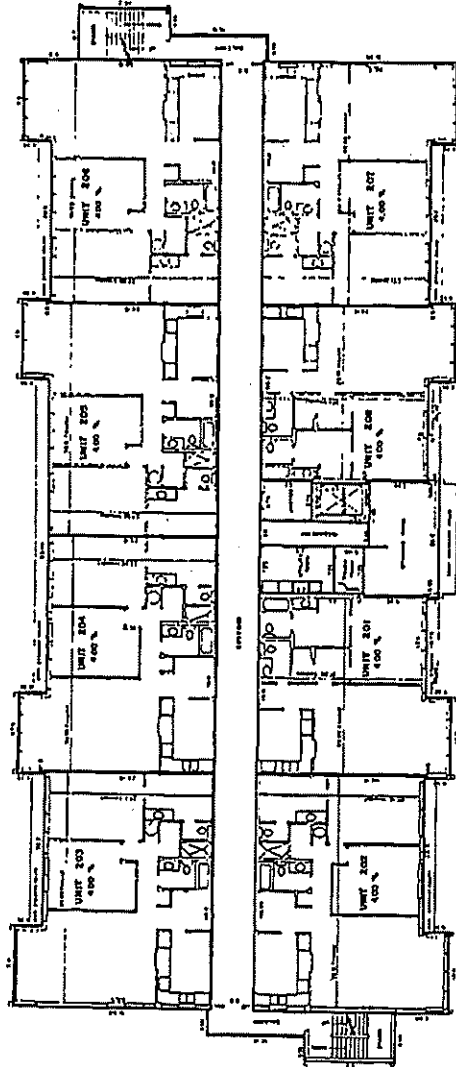
ROCAILLE CONDOMINIUM APARTMENTS	
FIRST FLOOR PLAN	
155 SOUTH BUCKLE DRIVE POMONA BEACH, FLORIDA 33462	
RO-KI CORPORATION MEMPHIS, TENNESSEE 38103	
DATE: 04.07.1984	SCALE: 1/8" = 1'-0"
PROJECT: 3134	ARCHITECT: RO-KI

NOTES:
1. The owner has been advised that the building is subject to the provisions of the Florida Condominium Act, Chapter 718, F.S., and that the owner should consult with legal counsel regarding the same.
2. The owner has been advised that the building is subject to the provisions of the Florida Condominium Act, Chapter 718, F.S., and that the owner should consult with legal counsel regarding the same.
3. The owner has been advised that the building is subject to the provisions of the Florida Condominium Act, Chapter 718, F.S., and that the owner should consult with legal counsel regarding the same.

COMMON ELEMENTS:
The Common Elements of the Condominium Project, including, but not limited to, the following:
1. The exterior walls, roof, and foundation of the building.
2. The common areas, including the lobby, hallways, and stairways.
3. The common areas, including the lobby, hallways, and stairways.
4. The common areas, including the lobby, hallways, and stairways.

LEGAL DESCRIPTION:
The Condominium Project is located in the County of Broward, State of Florida, and is bounded by the following:
1. The exterior walls, roof, and foundation of the building.
2. The common areas, including the lobby, hallways, and stairways.
3. The common areas, including the lobby, hallways, and stairways.

BY RO-KI CORPORATION
DATE _____ DAY OF _____ 1997

[illegible]

LEGAL DISCLOSURE:
The information on this page is for informational purposes only. It is not intended to be used for medical diagnosis or treatment. The information is not a substitute for professional medical advice. Always consult your physician for medical advice. The information is not intended to be used for medical diagnosis or treatment. The information is not a substitute for professional medical advice. Always consult your physician for medical advice.

BY - LAWS

of the

ROCAILLE CONDOMINIUM APARTMENTS, INC.,
a corporation not for profit under
the laws of the State of Florida

I. Identity.

These are the By-laws of the Rocaille Condominium Apartments, Inc., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on _____. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida:

A parcel of land lying in Section 7, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the East by the West right-of-way line of State Road A-1-A; on the North by the North line of the $S\frac{1}{4}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 7 and the Easterly extension thereof; on the South by a line parallel to and 125 feet South of (as measured at right angles) the said North line of the $S\frac{1}{4}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 7 and the Easterly extension thereof; on the West by a line parallel to and 250 feet West of (as measured along the North and South lines thereof) the West right-of-way line of said State Road A-1-A; subject to easement for private road purposes over and across the North 20 feet thereof.

1. The office of the Association shall be at Rocaille Condominium Apartments, 1965 South Ocean Drive, Pompano Beach, Florida.

2. The fiscal year of the Association shall be the calendar year.

3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

-1-

EXHIBIT B

II. Members.

1. The annual members' meeting shall be held at the office of the corporation at 1965 South Ocean Drive, Pompano Beach, Florida, on February 10th of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

5. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by

the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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

9. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (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.

III. Directors.

1. The Board of Directors will consist of three members during the first corporation year and five (5) members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein or the owner of an unimproved apartment building site.

2. Election of directors shall be conducted at the annual meetings and shall be determined by the cumulative voting method. After the first corporation year, the directors shall be the five (5) nominees for office of director receiving the highest number of votes at each annual meeting of the members of the corporation.

3. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

6. Special meetings of the directors may be called by the

President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

8. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute 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 until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

9. The presiding officer of directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

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

11. A director may be removed for cause or for the failure to be either the owner of a condominium unit, have an interest therein, or, in the event of corporate ownership, to be an officer or designated agent thereof. The removal of a director pursuant to this paragraph

shall be by the majority vote of the remaining Board Members at a special meeting called for that purpose. In the alternative, directors may be removed upon the affirmative vote of two-thirds of the members of the Association at a special meeting called for that purpose.

IV. Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective: Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.
6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

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8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. Officers.

1. The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are

usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and service of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a

director for the management of the condominium.

VI. Fiscal management.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment and for each unimproved apartment building site. Such an 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 come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

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

(1) General expense budget:

(i) Maintenance and operation of general common areas:

Club house
Landscaping
Office and shop
Streets and walkways
Swimming pool

(ii) Utility services

(iii) Casualty insurance

(iv) Liability insurance

(v) Administration

(2) Apartment expense budget for each apartment building:

(i) General expense budget

(ii) Apartment building expense budget

(b) Copies of the budget and proposed assessments

shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

VII. Parliamentary rules.

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

VIII. Amendments.

Amendments to the By-laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.
3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.
4. Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

The foregoing were adopted as the By-laws of Rocaille Condominium Apartments, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on December 14, 1965.

Victor A. Maffey
Victor Maffey, Secretary

APPROVED:
William Blomgren
William Blomgren, President

INDEX TO LEASE

LESSOR: G. EARL JAMES, as Trustee

LESSEE: RO-KI CORP., a Florida corporation

DATED: December 14, 1965

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EXHIBIT B-1

REC-3134 MAR 655

NINETY-NINE YEAR LEASE

THIS LEASE, Made and entered into this 14th day of December, 1965, by and between G. EARL JAMES, as Trustee, hereinafter called LESSOR (which term shall include his heirs and assigns), and RO-KI CORP., a Florida corporation, hereinafter called LESSEE (which term shall include its successors and assigns),

WITNESSETH that:

LESSOR, for and in consideration of the payment of the rent and performance of the covenants and agreements by LESSEE, as hereinafter set forth, hereby demises, lets and leases the following described property situated in the County of Broward, State of Florida, to-wit: UNIT 101 of ROCAILLE CONDOMINIUM APARTMENTS at 1965 South Ocean Drive, Pompano Beach, Broward County, Florida.

TO HAVE AND TO HOLD, together with appurtenances, for a term of ninety-nine (99) years, commencing on the 1st day of January, 1966, and ending on the anniversary date, ninety-nine (99) years later, said Lease to be upon the following terms and conditions.

LEASE CONSIDERATION

~~ARTICLE I: As partial consideration for the execution of this Lease, LESSEE has this date paid LESSOR the sum of \$ _____, the receipt of which is hereby acknowledged; said sum representing the rental fee for the first lease period up to the date set forth in ARTICLE III below.~~

USE OF PREMISES

ARTICLE II: It is understood and agreed between the parties hereto that said premises during the continuance of this Lease may be used and occupied only for vehicle parking and storage, at all

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times subject to the rules and regulations promulgated by Rocaille Condominium Apartments, Inc., or its successors in interest and authority.

RENT

ARTICLE III: LESSEE shall pay and does hereby agree to pay LESSOR at such place or places as LESSOR may designate from time to time in writing, a lease payment or rent on the above described premises as follows:

A monthly rental of \$12.00 per unit commencing on the 15th day of January, 1966, and payable monthly, in advance, on the _____ day of each and every calendar month during the term of this Lease, ~~subject to the increase of such sum in accordance with the provisions of ARTICLE XXI below.~~ \$12.00

CARE OF PREMISES

ARTICLE IV: LESSEE shall not perform any acts or carry on any practices which may injure the improvements on the above described premises or be a nuisance or menace to the occupants of the building in which said unit is located.

UTILITY SERVICES

ARTICLE V: LESSEE agrees that LESSOR has no obligation to provide any utilities to the leased premises but rather LESSEE agrees that through membership in Rocaille Condominium Apartments, Inc., its successors or assigns, the necessary and desirable utilities for LESSEE'S own uses shall be paid for and provided.

MAINTENANCE OF PREMISES

ARTICLE VI: LESSEE agrees that LESSEE has the obligation to maintain the leased premises in good order, condition and repair and that LESSOR has no obligation whatever to maintain the leased premises or any of the improvements thereon. LESSEE agrees to permit no waste, damage or injury to said premises. At the expiration of the Lease

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created hereunder, LESSEE shall surrender the premises in good condition, reasonable wear and tear excepted. LESSEE agrees that the electrical systems, water systems, fixtures and equipment within and upon the leased premises, shall be under the full control of the LESSEE through membership in Rocaille Condominium Apartments, Inc., its successors or assigns, and that all operation, upkeep, repairs and replacements of such items shall be done by and at LESSEE'S expense.

COVENANT TO HOLD HARMLESS

ARTICLE VII: LESSOR shall be and is hereby held harmless by LESSEE from any liability for damages to any person or any property in or upon said leased premises, including the person and property of LESSEE, and LESSEE'S employees and all persons upon the leased premises at LESSEE'S invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at the risk of LESSEE only. LESSEE shall not suffer or give cause for the filing of any lien against the leased premises; and the existence of any such lien of any nature against the leased premises for thirty (30) days shall be a material breach of this Lease.

INSURANCE

ARTICLE VIII: LESSEE shall, during the entire term hereof, and in conjunction with the other unit owners in the building, cause to be kept in full force and effect a policy of public liability insurance covering the leased premises in which both LESSOR and LESSEE shall be named as parties covered thereby, and in which the limits of liability shall be not less than \$300,000.00 for one person, \$500,000.00 for more than one person and \$10,000.00 for property damage in any single incident. LESSEE shall cause to be furnished to LESSOR a certificate

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of insurance, or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by LESSEE within ten (10) days prior to the due date of same. LESSEE agrees to cause to be placed and maintained, for the benefit of the LESSOR, fire, casualty and comprehensive insurance covering the leased premises in amounts to assure the replacement of the leased premises.

ASSIGNMENT

ARTICLE IX: LESSEE may assign its interest in this Lease to Rocaille Condominium Apartments, Inc., but thereafter no assignment may be made without LESSOR'S consent.

It is expressly understood that LESSEE intends to grant to owners or occupants of other units in said condominium the right to use the demised premises for parking and storage.

NON-PAYMENT OF RENT

ARTICLE X: If any rent payable by LESSEE to LESSOR shall be and remain unpaid for more than fifteen (15) days after same is due and payable, or if LESSEE shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for LESSOR to declare this Lease forfeited and the said term ended, and to re-enter said premises, with or without process of law, using such force as may be necessary to remove LESSEE and its chattels therefrom, and LESSOR shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by LESSOR, the liability of LESSEE for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. And it is further understood that LESSEE will pay, in addition to the fees and other sums agreed to be paid hereunder, such

additional sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by LESSOR to enforce the provisions of this Lease or the collection of the rent due LESSOR hereunder.

BANKRUPTCY

ARTICLE XI: Neither this Lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

HOLDING OVER

ARTICLE XII: In the event LESSEE remains in possession of the leased premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said premises as a LESSEE from month to month, subject to all the conditions, provisions and obligations of this Lease.

WAIVER

ARTICLE XIII: One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR'S consent or approval shall not deem to waive or render unnecessary LESSOR'S consent or approval to or of any subsequent similar act by LESSEE.

NOTICES

ARTICLE XIV: Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice of LESSEE is in writing addressed to LESSEE at the last known post office address of LESSEE or to Rocaille Condominium Apartments, Inc., its successors or assigns at its last known address and sent by registered mail with postage prepaid, and if such

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notice to LESSOR is in writing, addressed to the last known post office address of LESSOR and sent by registered mail with postage prepaid.

CONSTRUCTION

ARTICLE XV: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used and the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

NON-LIABILITY

ARTICLE XVI: LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

CONSENT NOT UNREASONABLY WITHHELD

ARTICLE XVII: LESSOR agrees that whenever under this Lease provision is made for LESSEE securing the written consent of LESSOR such written consent shall not be unreasonably withheld.

ACCEPTANCE OF PREMISES

ARTICLE XVIII: It is agreed that by use of the subject premises as LESSEE, the LESSEE formally accepts the same and acknowledges that the LESSOR has complied with all requirements imposed upon it under

the terms of this Lease with respect to the condition of the premises at the time the LESSEE commences occupancy of the same.

TAXES

ARTICLE XIX: LESSEE agrees that, as part of the consideration of this Lease, it will pay any and all real estate taxes and assessments levied upon the land and improvements of the above described premises during the term of this Lease, and in the event that LESSEE shall fail to pay and cause discharge of the same when due, the LESSOR may pay the same and such amounts paid, including any penalties or interest, shall be added to the rental due hereunder and payable by LESSEE upon the next rental payment due.

IMPROVEMENTS AND ALTERATIONS

ARTICLE XX: LESSEE further covenants that it is leasing hereunder premises already improved for vehicle parking and storage purposes and, therefore, LESSOR does not contemplate the placing of improvements on or the making of alterations to the demised premises during the term of this Lease. However, should the LESSEE participate in the placing of any improvements or alterations to the above described premises, then it agrees that such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the LESSOR. And the LESSEE further agrees, in the event of the making such improvements or alterations, to indemnify and save harmless the LESSOR from all expense, liens, claims or damages to either

persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations or additions.

ARTICLE XXI: The LESSEE pledges with and assigns unto the LESSOR all of the rents, issues and profits which might otherwise accrue to the LESSEE for the use, enjoyment and operation of the Demised Premises and in connection with such pledging of the rents the LESSEE covenants and agrees with the LESSOR that if the LESSOR, upon default of the LESSEE, elects to file suit in chancery to enforce the Lease and protect the LESSOR'S right hereunder, then the LESSOR may, as Ancillary to said suit, apply to any Court having jurisdiction thereof for the appointment of a receiver of all and singular the Demised Premises, the improvements and buildings located therein; and, thereupon, it is expressly covenanted and agreed that the Court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to the LESSOR and without reference to the adequacy or inadequacy of the value of the property which is subject to the LESSOR'S lien or to the solvency or insolvency of the LESSEE, and without reference to the commission of waste.

ARTICLE XXII: The LESSEE is the Developer of a condominium apartment project known as ROCAILLE CONDOMINIUM APARTMENTS, a condominium, and the LESSEE proposes to construct on said lands ^{twenty four (24)} ~~twenty five (25)~~ residential apartment units under the Condominium Act, Chapter 63-35, Laws of Florida, 1963, and title to the individual condominium apartment units will initially vest in the LESSEE

EE3134 nat683

upon the filing of a Declaration of Condominium applicable to the lands described in said Lease. The improvements which the LESSEE contemplates constructing or causing to be constructed on the Demised Premises shall consist of certain buildings and other improvements for the common use and benefit of the owners of the individual condominium apartment units hereinabove described, which use shall be subject to the terms and conditions of this Lease.

It is, further, recognized by the parties that the aforesaid improvements to be constructed or placed upon the Demised Premises will be of a special character permitting the use and enjoyment of said improvements only by the owners of said condominium apartment units. It is, therefore, recognized between the LESSOR and the LESSEE that the payment of rentals and other charges imposed upon the LESSEE by the terms of this Lease, as well as the performance of all other terms and conditions of this Lease shall be further secured by a lien in favor of the LESSOR on all of the adjacent lands of the LESSEE upon which said condominium apartment project is to be constructed. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever, except the lien of any institutional first mortgagee of an individual condominium apartment unit.

An institutional first mortgagee lien is hereby defined as any such mortgage held by a bank, federal savings and loan association or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall

ME 3134 JUL 684

be superior to the lien of the LESSOR herein on said adjacent lands of the LESSEE.

The enforcement by the LESSOR of the lien herein created against the adjacent lands owned by the LESSEE may be by appropriate action for the enforcement of liens generally together with all other remedies elsewhere provided in this Lease.

ARTICLE XXIII: AND the said LESSEE hereby covenants and agrees:

1. To pay all and singular the sums of money payable by virtue of this Lease promptly on the days respectively the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature, including assessments on said lands described in this Lease, and if the same be not promptly paid the said LESSOR may, at any time, pay the same without waiving or affecting the option to foreclose, or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 10% per annum, and specifically to pay the principal and interest payments upon any mortgages as to which this Lease is subordinate.

3. To pay all and singular the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by said LESSOR because of the failure on the part of the said LESSEE to

perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of this Lease, and every such payment shall bear interest from date at the rate of 10% per annum.

4. To permit, commit or suffer no waste, impairment or deterioration of said lands described in this Lease, or any part thereof.

IN WITNESS WHEREOF, the LESSOR has hereunto set his hand and seal the day and year first above written, and the LESSEE has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Paul Thomas
June B. Hallen

G. Earl James (L.S.)
G. EARL JAMES, as Trustee
LESSOR

Paul Thomas
June B. Hallen

RO-KI CORP.

By:

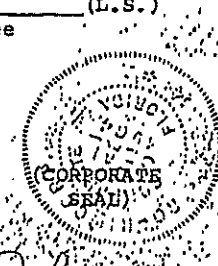
William E. Blount

President

Attest:

G. Earl James
Asst. Secretary

LESSEE

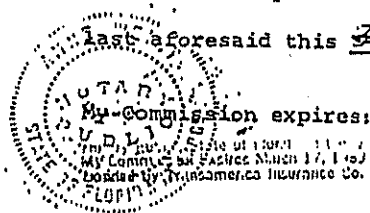


STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

EE-3134 page 668

I HEREBY CERTIFY that on this day before me, an officer
duly qualified to take acknowledgments, personally appeared
G. EARL JAMES, as Trustee, to me known to be the person described
as LESSOR in the foregoing Lease, and who acknowledged before me
that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State
last aforesaid this 14th day of December, A. D., 1965.

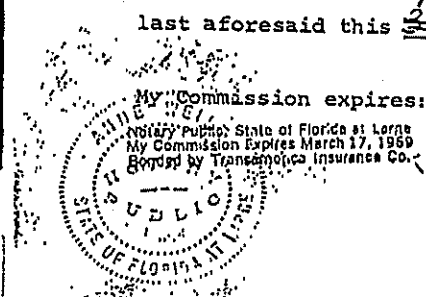


Wm. C. H. H. H.
NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgments, personally appeared WILLIAM
BLOMGREN and G. EARL JAMES, well known to me to be the President
and Assistant Secretary, respectively, of the corporation named
as LESSEE in the foregoing Lease, and that they severally acknow-
ledged executing the same in the presence of two subscribing wit-
nesses freely and voluntarily under authority duly vested in them
by said corporation, and that the seal affixed thereto is the true
corporate seal of said corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 14th day of December, A. D., 1965.



Wm. C. H. H. H.
NOTARY PUBLIC
State of Florida at Large

ASSIGNMENT OF LEASE

ME 3134 PAGE 667

KNOW ALL MEN BY THESE PRESENTS:

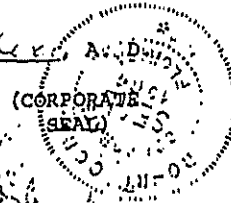
That RO-KI CORP., a Florida corporation, having its principal place of business in the City of Fort Lauderdale, Broward County, Florida, ASSIGNOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by ROCAILLE CONDOMINIUM APARTMENTS, INC., a non-profit Florida corporation, ASSIGNEE, hereby assigns to the said Assignee that certain Lease between G. EARL JAMES, AS TRUSTEE, as Lessor, and RO-KI CORP., a Florida corporation, as Lessee, dated the 14 day of December, 1965, and recorded in O. R. Book 3134, Pages 654 through 666 of the Public Records of Broward County, Florida, covering the following described premises:

That certain condominium parcel made up of Unit 101 and 1/25ths interest in and to those Common Elements appurtenant to said unit in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that Declaration of Condominium of ROCAILLE CONDOMINIUM APARTMENTS as recorded in O. R. Book 3134, Pages 623 through 653, of the Public Records of Broward County, Florida;

TO HAVE AND TO HOLD the same unto the Assignee, ROCAILLE CONDOMINIUM APARTMENTS, INC., a non-profit Florida corporation, its successors and assigns, from the 1st day of January, 1966 for all of the remainder of the term mentioned in the said Lease, subject to the rents, covenants and conditions therein contained.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto

duly authorized, this 14th day of December,
1965.



ATTEST G. Earl James
G. Earl James, Asst. Secy.
Signed, sealed and delivered
in the presence of:

RO-KY CORP.
By: William Blomgren
William Blomgren, President

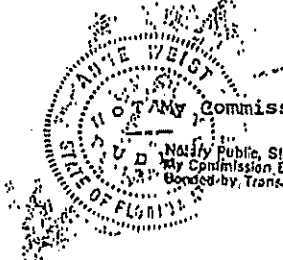
Clara Thomas

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgments personally appeared WILLIAM BLOMGREN and
G. EARL JAMES, well known to me to be the President and
Assistant Secretary, respectively, of the corporation named
as Assignor in the foregoing Assignment of Lease, and that
they severally acknowledged executing the same in the presence
of two subscribing witnesses freely and voluntarily under
authority duly vested in them by said corporation, and that
the seal affixed thereto is the true corporate seal of said
corporation.

WITNESS my hand and official seal in the County and
State last aforesaid this 14th day of December, A. D.

1965.
Commission expires:



Notary Public, State of Florida at Large
My Commission Expires March 17, 1969
Bonded by Transamerica Insurance Co.

Anita Weist
NOTARY PUBLIC
State of Florida at Large

RECORDED IN PUBLIC RECORDS DIVISION
OF BROWARD COUNTY FLORIDA
JACK WHEELER
CLERK TO CIRCUIT COURT



Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPANO BEACH, FLORIDA 33062

85- 39309

January 8, 1985

FEB 6 11 44 AM '85

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF

ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida

At the annual meeting of the Rocaille Apartment Owners, December 5, 1984, a resolution was offered to amend said Declaration of Condominium, Section 13 B and Section 20 F for the purpose of promoting timely payments for assessments and was processed as required by regulations set forth in Section 9 of Declaration of Condominium.

RESOLVED, that Section 13- LIENS AND PENALTY INTEREST- ITEM B, be amended to read:

" Assessments and installments thereon not paid within FIFTEEN (15) days of due date shall bear a \$25.00 (Twenty Five Dollars) LATE FEE plus TEN PERCENT (10%) interest per annum from the due date until paid.
(Assessments and installments thereon not paid within THIRTY (30) days of due date shall bear a \$50.00 (FIFTY DOLLARS) LATE FEE plus TEN PERCENT (10%) interest per annum from the due date until paid; "

RESOLVED, that Section 20- COMMON EXPENSE AND ASSESSMENTS- ITEM F COLLECTIONS (1), be amended to read;

" Interest, application of payments, assessments, installments, and LATE FEES not paid when due shall bear interest at the rate of TEN PERCENT (10%) per annum from the due date until paid. All payments on account shall be applied first to payment of LATE FEES, secondly to payment of interest, if accrued, and then to assessment payment first due. "

The above resolutions were approved by all of the Board of Directors, were offered and seconded, and approved by the vote of all Apartment Owners present, as well as those represented by proxy, UNANIMOUSLY.

IN WITNESS THEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

[Signature]
[Signature]

[Signature]
President

STATE OF FLORIDA
COUNTY OF BROWARD

Seal

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, M.J. Briche, to me well known and known to me to be the individual described in and who executed the foregoing Document and he acknowledged before me that he executed the same freely and voluntarily for the purposes herein expressed.

Witness my hand and official seal at Fort Lauderdale, County of Broward, and State of Florida this 9th day of January, 1985.

My Commission expires: 7/24/88

[Signature]
Notary Public

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

REC 12309 PAGE 365





Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPAHO BEACH, FLORIDA 33062

87-247651

May 5, 1987

AMENDMENT TO THE BYLAWS
of the
ROCAILLE CONDOMINIUM APARTMENTS, INC.
A non-profit corporation under the laws of
the State of Florida

An amendment processed as required by regulations set forth in section VIII of the By-laws of the said Corporation now becomes a Resolution governing children, amended to read as follows:

Resolution

No children under 16 years of age shall be residents in any apartment.

The foregoing Resolution was adopted according to the rules and regulations set up in the By-laws of the Rocaille Condominium Apartment procedure, which reads in part as follows (A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of Association.)

In witness thereof Officers of the Corporation have executed this Resolution and caused the Corporate Seal to be affixed.

Witnesses

Luzinda Castro By

Rocaille Condominium Apartments
Association, Inc., a Florida Corporation
T. Scott Taylor
Vice- President

Glenn S. Hester

Attest:

Glenn S. Hester
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Seal

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Scott Taylor and Kim Sierra, to me well known and known to be the individuals described in and who executed the foregoing Document and they acknowledged before me that they executed the same freely and voluntarily for the purposes expressed.

Witness my hand and official seal at Fort Lauderdale, County of Broward, and State of Florida this 13th day of May, 1987.

My commission expires:

Notary Public, State of Florida
Commission Expires Dec. 31, 1988

Glenn S. Hester
Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

REF 14516ME138

THIS IS NOT AN OFFICIAL COPY

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Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPANO BEACH, FLORIDA 33062

91209842

May 30, 1991

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
ROCAILLE CONDOMINIUM APARTMENTS, INC.
A non-profit organization under the laws of the State of Florida

In accordance with legal counsel, it was resolved at a special meeting of Rocaille Apartment Owners on March 19, 1991, to add to the Declaration of Condominium a restriction concerning second mortgages.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item F, CONVEYANCES, Sub-section (2), MORTGAGE (p.12) shall be expanded to include (a) and (b). The present entry will be designated as (a) and the following addition will become (b).
SECOND MORTGAGE:

"No owner may seek a second mortgage on his condominium parcel without first obtaining a current written professional appraisal of the unit's value, and the prior approval of the Board of Directors. The total indebtedness of an existing mortgage and a second mortgage will be limited to 80% of the appraised value of the unit."

The above resolution was approved unanimously by the Board of Directors and by 75% of the membership of the Association, including six proxies.

IN WITNESS THEREOF Officers of the corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

[Signature]
[Signature]

[Signature]
President
[Signature]
Treasurer

STATE OF FLORIDA
COUNTY OF BROWARD.

Seal

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Florence Tallman and Emil J. Micusik, to me well known and known to me to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal of the County and State last aforesaid, this 31st day of May.

My commission expires:

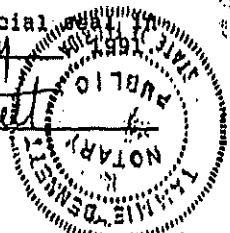
Notary Public, State of Florida
My Commission Expires July 22, 1991
Revised Due Date: July 22, 1991

[Signature]
Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

JUN 3 10 35 AM '91

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Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPANO BEACH, FLORIDA 33062

91209843

May 31, 1991

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND ARTICLES OF INCORPORATION AND BY-LAWS OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida

At a special meeting of the Rocaille Apartment Owners on March 19, 1991, a resolution was offered to amend said Declaration of Condominium and Articles of Incorporation and By-Laws for the purpose of lowering the percentage of owners' votes required to amend existing regulations concerning the use of the condominium property. Action was taken due to the difficulty of obtaining 75% approval, this being the result of an increasing number of absentee owners in the Association.

RESOLVED, that Declaration of Condominium, Section 27, USE RESTRICTIONS, Item E, REGULATIONS (p.11) be amended to read:

"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 2/3 (two-thirds) 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 Unit Owners."

RESOLVED, that Articles of Incorporation, IX, AMENDMENTS, 2. (p.6) be amended to read:

"A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by 2/3 (two-thirds) of the directors and by not less than 2/3 (two-thirds) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing."

RESOLVED, that By-Laws, Section VIII, AMENDMENTS, Sub-section 2 (p.11), be amended to read:

"A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 2/3 (two-thirds) of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing."

The above resolutions were approved unanimously by the Board of Directors and by 75% of the membership of the Association, including six proxies.

(Page 1 of 2 pages)

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Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPANO BEACH, FLORIDA 33062

(Page 2 of 2 pages dated May 31, 1991 re Amendments to the Declaration of Condominium and Articles of Incorporation and By-Laws of Rocaille Condominium Apartments, Inc.)

IN WITNESS THEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.

WITNESSES

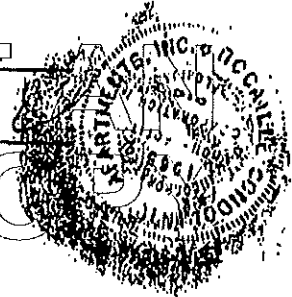
ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

[Signature]
[Signature]

[Signature]
President

[Signature]
Treasurer

THIS IS NOT
OFFICIAL COPY



STATE OF FLORIDA
COUNTY OF BROWARD

Seal

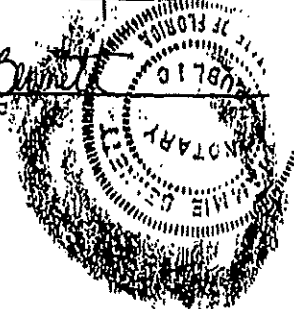
I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Florence Tallman and Emil J. Micusik, to me well known and known to me to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 31st day of May, 1991.

My commission expires:

Notary Public, State of Florida
My Commission Expires July 22, 1991
Revised Notary Seal & Commission Exp.

[Signature]
Notary Public



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

BR18434P60448



Rocaille Condominium Apartments

92218965

1965 South Ocean Boulevard (A-1-A)
POMPAHO BEACH, FLORIDA 33062

May 20, 1992

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND ARTICLES OF INCORPORATION AND BY-LAWS OF ROCAILLE CONDOMINIUM APARTMENTS, INC.

A non-profit organization under the laws of the State of Florida

At a general meeting of the Rocaille Apartment owners on May 5, 1992, a resolution was offered to amend said Declaration of Condominium and Articles of Incorporation and By-Laws, for the purpose of bringing them in line with the 1991 revision of the Florida State Condominium Law, specifically Chapter 718.112 (b) QUORUM, VOTING REQUIREMENTS, PROXIES, Sec. 3. The amendment format is also in line with Ch. 718.110.

RESOLVED, that Declaration of Condominium, Sec. 27, USE RESTRICTIONS Item E, REGULATIONS (p.11) as amended 5/31/91 be further amended to read:

"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 2/3 (two-thirds) of the votes of the entire membership of the Association by a majority of the voting interests represented at a meeting at which a quorum is present before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all Unit Owners."

RESOLVED, that Articles of Incorporation, IX, AMENDMENTS, 2. (p.6) as amended 5/31/91 be further amended to read:

"A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by 2/3 (two-thirds) of the directors and by not less than 2/3 (two-thirds) of the members of the Association by a majority of the voting interests represented at a meeting at which a quorum is present. Directors and members not present at the meetings considering the amendment may express their approval in writing."

RESOLVED, that By-Laws, Sec. VI11, AMENDMENTS, Sub-sec. 2 (p.11), be amended to read:

"A resolution adopting a proposed amendment must receive approval of two-thirds a majority of the votes of the entire membership of the Board of Directors, and 2/3 (two-thirds) a majority of the voting interests represented at a meeting at which a quorum is present. Directors and members not present at the meetings considering the amendment may express their approval in writing."

The above resolutions were approved unanimously by the Board of Directors and by 2/3 of the membership of the Association, including nine proxies.

(Page 1 of 2 pages)

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Rocaille Condominium Apartments

1965 South Ocean Boulevard (A-1-A)
POMPANO BEACH, FLORIDA 33062

(Page 2 of 2 pages dated May 20, 1992, re Amendments to the Declaration of Condominium and Articles of Incorporation and By-Laws of Rocaille Condominium Apartments, Inc.)

IN WITNESS THEREOF Officers of the Corporation have executed these resolutions and caused the Corporate Seal to be affixed.
WITNESSES

ROCAILLE CONDOMINIUM APARTMENTS, INC.
A Florida Corporation

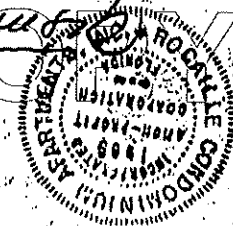
Gwendolyn Grace

Seal of William

Florence D. Tallman
President

Date: 5/21/92

Emil J. Micusik
Treasurer



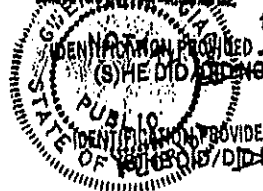
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day personally appeared before me, two officers duly authorized to administer oaths and take acknowledgements, Florence D. Tallman and Emil J. Micusik, known to me to be the President and Treasurer of the Rocaille Condominium Apts., Inc.; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

In witness whereof, I have hereunto set my hand and official seal in the County and State last aforesaid, this 21 day of May, 1992.

My commission expires:

Notary Public, State of Florida
My Commission Expires April 2, 1995



FLDLIC 1455
24619706
FLDLIC M82
21015446
IDENTIFICATION PROVIDED
(S) HE DID NOT TAKE AN OATH
IDENTIFICATION PROVIDED
(S) HE DID NOT TAKE AN OATH

Gwendolyn Grace
Notary Public Gwendolyn Grace

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

***CONDOMINIUM
GOVERNANCE FORM***

**DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes**

1940 North Monroe Street
Tallahassee, Florida 32399-1030
Telephone: (850) 488-1122
Facsimile: (850) 488-7149
Toll Free: (800) 226-9101 (in Florida only)

Web Address:
www.MyFlorida.com/dbpr/



This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

Role of the Board of Directors

General

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within five working days after receiving a written request.

Meetings and Notices

1. Except in the case of valid emergencies, Associations must provide at least 48 hours' notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting, the budget meeting, and any meetings at which the board will vote on a special assessment or changes to rules concerning unit use must be mailed, electronically transmitted or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notification of any special assessment must state the specific purpose of the special assessment.
4. A copy of the proposed annual budget must be mailed, electronically transmitted or delivered to each unit owner.
5. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
6. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
7. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine or suspension against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets, no less than 14 days prior to the election.

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments.

2. The board must prepare an annual budget of the revenues and expenses and hand deliver, electronically transmit or send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The report must be prepared as follows:
 - a. If the association consists of 75 units or fewer, or has revenues of less than \$100,000, it must prepare a financial report of actual receipts and expenditures.
 - b. If the association consists of more than 75 units and has revenues of at least \$100,000, it must prepare compiled financial statements; more than 75 units and revenues of \$200,000 to \$399,999, it must prepare reviewed financial statements; more than 75 units and revenues over \$400,000, it must prepare audited financial statements. Each must be prepared in accordance with generally accepted accounting principles.

Role of the Unit owners

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
5. Unit owner insurance policies must conform to the requirements of section 627.714, F.S.
6. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units;
 - c. To maintain the unit as required by the declaration of condominium; or
 - d. To prevent damage to the common elements or to a unit or units.
7. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners Rights

1. Unit owners may attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or

- pending litigation when the meeting is held for the purpose of seeking or rendering legal advice or board meetings at which the board is discussing personnel matters.
2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
 3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
 4. Exclusive ownership and possession of their condominium unit.
 5. Membership in the association and full voting rights as provided in the declaration of condominium. However an association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.
 6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
 7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. However, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property for a document or rule violation or when being more than 90 days delinquent in the payment of any monetary obligation due the association. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.
 8. The association may suspend for a reasonable period of time, the right of a unit owner or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.
 9. If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.
 10. If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the right to vote.
 11. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
 12. Attend and participate in unit owner meetings.
 13. Vote on issues presented for a unit owner vote and elections. Bring any concerns or problems to the board of directors' attention.
 14. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
 15. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
 16. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.

17. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.
2. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit www.MyFlorida.com/dbpr/ or contact the Division at the address on this brochure to obtain a copy of the statute or the administrative rules.

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