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Broward County Commission

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

912 VICTORIA Homeowner's Association

THIS DECLARATION, made this 20 day of May, 2021, by 912 VICTORIA, LLC, a Florida Limited Liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Broward County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant intends to construct a total of Ten (10) single-family townhome units and other improvements upon the Property, as illustrated on the site plan attached hereto as Exhibit "B"; and

WHEREAS, in order to develop and maintain the residential townhome project, and to preserve, protect, and enhance the values and amenities thereof, it is necessary to declare, commit, and subject the Property and each of the townhome units constructed thereon to covenants, conditions, restrictions and easements and to delegate and assign to the homeowner's association identified below certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property and each of the 10 townhome units and other improvements upon the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions und easements, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in a townhome units constructed thereon, their heirs, successors and assigns, shall in inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to 912 VICTORIA Homeowner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns formed or to be formed.

1.2 "Board" shall mean and refer to the Board of Directors of the Association.

1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is part of the Property but excluding those having such interest merely as security for the performance of an obligation.

1.4 "Property" shall mean and refer to that certain property described more particularly described on Exhibit "A" attached hereto and made a part hereof.

1.5 "Unit" shall mean and refer to a plot of land on which a townhouse unit has been constructed.

1.6 "Declarant" shall mean and refer to 912 VICTORIA, LLC, a Florida Limited Liability company, its successors and assigns.

1.7 "Roadway/Utility Easement" shall mean and refer to that property illustrated on Exhibit "C" attached hereto.

1.8 "Private/Pedestrian Easement" shall mean and refer to that property illustrated on Exhibit "C" attached hereto.

1.9 "Groups" shall be defined as follows: 1) Group "A" shall refer to the "owners" as defined in Article 1.3 above, of Units 1 thru 5; and 2) Group "B" shall refer to the "owners" as defined in Article 1.3 above, of Units 6 thru 10.

1.10 "Common Expenses" shall mean and refer to the expenses of the Association for which an Owner may be assessed, which shall include, but not be limited to, the following:

(a) Expenses of maintenance, repair and replacement of landscaping, sprinkler system and/or other improvements contained within the open yard area of a Unit.

(b) Expenses of repairing and cleaning the Private Easement/Utility Easement between the 2 buildings, as shown on Exhibit "C ", together with any improvements thereon, including but not limited to a driveway gate and fobs, if any;

(c) Expenses of repairing and cleaning (i) the Private Easement, Walking Path along the west side of the property, as shown on Exhibit "C ", (ii) the Right Away Easement, Walking Path along the east side of the property, as shown on Exhibit "C ", and (iii) Side Walk and Public Parking along 4th Street as shown on Exhibit " C ";

(d) Expenses incurred by the Association in obtaining any personal property purchased by the Association to enable it to carry out its duties;

(e) Expenses incurred in connection with the operation and management of the Association;

(f) Any reasonable expense of prosecuting or defending any lawful charge for or against the Association or its property;

(g) Any expense of, charge to assessment by the Association as provided for in this Declaration, the Articles of Incorporation or the By-Laws.

1.13 "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a Lender generally recognized in the community as an institutional Lender.

ARTICLE II

PROPERTY OWNERS' ASSOCIATION

For the purpose of enforcing this Declaration of Covenants, Conditions and Restrictions, and for performing the obligations created hereunder, a property owner's association known as 912 VICTORIA Homeowner's Association, Inc., a Florida corporation not-for-profit, either has been formed or shall be

formed prior to the issuance of the first certificate of occupancy on any townhouse to be built within the property. All owners of property which is subject to this Declaration or subsequently is made subject to this Declaration shall be members of the Association.

The Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, and obligations.

The Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "F" and "G" respectively.

ARTICLE III

MAINTENANCE

3.1 By the Association. The Association shall be responsible for the performance of and the expenses of the following:

(a) Administration, operation and management of the Association, including without limitation, the expense of prosecuting or defending any lawful charge for or against the Association and any expense of, charge to or assessment by the Association as provided for in this Declaration, the Articles of incorporation or the Bylaws.

(b) Expenses of maintenance, repair and replacement of landscaping, sprinkler system and/or other improvements contained within the open yard area of a Unit.

(c) Repairing and cleaning of the Private Easement between the 2 buildings, as shown on Exhibit "C", together with any improvements thereon, including but not limited to a driveway gate and fobs, if any;

(d) Repairing and cleaning repairing and cleaning (i) the Private Easement, Walking Path along the west side of the property, as shown on Exhibit " C", (ii) the Right Away Easement, Walking Path along the east side of the property, as shown on Exhibit "C ", and (iii) Side Walk and Public Parking along 4th Street as shown on Exhibit "C ";

(e) Notwithstanding the above responsibilities of the Association, the Association shall not be liable to a unit owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association.

(g) Notwithstanding the above responsibilities of the Association, the Association shall not be liable to a Unit Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

(i) Proviso. The Association shall not be responsible for the performance of or the expenses of the repair and/or replacement of any damage to the landscaping surrounding a Unit, which damage was caused by the willful or negligent act or failure to act on the part of an Owner, or Owners vendor. The Association may, however, in its sole discretion, cause such damage to be repaired, and may assess the individual Owner for the expenses of the repair.

3.2 By the Owner. Each owner shall be responsible for the performance of and the expenses of the maintenance, repair and replacement of all improvements except those referred to in paragraph 3.1 herein, including but not limited to:

(a) Maintenance, repair, and replacement of his or her Unit thereon, including without limitation, any and all fixtures and improvements attached thereto, including but not limited to (i) the Unit interior, including but not limited to the party wall, of the Unit; (ii) The exterior doors, windows, window awnings, and storm shutters of the Unit, if any (iii) the roof and exterior of the Unit.

(b) All utility services serving a Parcel, including without limitation, water, sewer, bulk rate cable and/or community antenna, and telephone.

(c) The maintenance, repair and replacement of any improvements to a Unit added by an Owner, even if prior approval has been obtained from the Association.

3.3 Owners Failure to Maintain. In the event an owner shall fail to maintain his Unit and surrounding area in the manner provided above, and, shall continue to fail to do so for a period often (10) days after a written request by the Association to so maintain such Unit and area, the Association shall have the right, but not the duty, to enter upon such Unit and/or area and perform any maintenance or act which should have been performed by the Owner. Any expense incurred by the Association in connection with such performance shall be immediately due and owing from the Owner and shall constitute an assessment against the Unit and area on which the work was performed, collectible in a lump sum and secured by a lien against the Unit as provided in paragraph 7.1 herein.

ARTICLE IV

PARTY WALLS

4.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units upon the property and placed on the dividing line between two or more Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4.2 **Sharing or Repair and Maintenance**. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

4.3 **Weatherproofing**. Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4.4 **Right to Contribution Runs with Land**. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.5 **Easements for Party Walls**. All party walls shall be subject to easements or encroachments, which now exist or hereafter exist; said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

ARTICLE V

EASEMENTS

5.1 Owner's Easements. A nonexclusive pedestrian and utility easement is hereby declared, granted and established over and across those portions of the Property, as more particularly described on Exhibit "C" attached hereto. The pedestrian easement is for use by the Parcel Owners as required by City of Fort Lauderdale Code Section 47-18.33. In addition to the foregoing, the Association, every Parcel Owner, their family members, tenants, guests, or invitees, and every holder of an Institutional Mortgage shall have, and there is hereby declared, granted and established, a permanent and perpetual nonexclusive easement for ingress and egress for pedestrian and vehicular traffic over and across the roadways, for use in common with all other such Parcel Owners, their family members, tenants, guests, or invitees, and holders of Institutional Mortgages, which easement shall be appurtenant to, and shall pass with, the title to each Parcel.

5.2 **Easements for Utility Facilities, Air Conditioning and Roofing Systems Maintenance and Repair.** A nonexclusive utility and maintenance access easement is hereby declared, granted and established over and across those portions of Each Unit which may contain pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities that service other Units. As such each portion of the Properties, including each Unit, shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Units and other portions of the Property. Said easement shall include the right of access upon reasonable notice to enter into each Unit to maintain, repair, alter and replace said pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities. Each Unit may be subject to easements in favor of utility providers as may become necessary in the future to provide utility facilities to each Unit and other Units located in the same building. It is hereby declared, granted and established, a permanent and perpetual nonexclusive easement to maintain, repair, alter and replace said pipes, wires, ducts, vents, cables, conduits, utility lines, roofs, air conditioners and similar or related facilities, as shown on Exhibit "D " underground utilities sketch and Exhibit "E " Fire Sprinkler sketch and Exhibit "H" Air Conditioning and Roofing Systems Access sketch.

5.3 **Existing Easements**. Nothing contained in this Declaration shall be deemed to affect any existing easements, including, but not limited to, easements for utilities, drainage, ingress and egress, or reservations which have been placed of record prior to the recording hereof.

5.4 **Easements for Utilities. Etc**. The Declarant reserves the right to modify existing easements or to grant additional easements for utilities, including, but not limited to, water, sewers, telephone, cable, gas and electricity, over, under, upon and across the property to any governmental, public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any member or of the Association, so long as the Declarant maintains any interest in any Unit within the property, and thereafter said rights shall be vested solely in the Board of Directors of the Association.

5.5 **Pedestrian Easement**. A nonexclusive pedestrian easement to the unit owners within each group as defined in Article 1.11 above, is hereby declared, granted and established over and across the Property and Units situated thereon, the location of which is more particularly identified in the Townhouse Site Plan attached hereto as Exhibit "B". Such nonexclusive pedestrian easements shall be for the use by the unit owners of 912 VICTORIA, as required by the City of Fort Lauderdale Unified Land Development Regulations, Sec. 47-18.33.

5.6 **Easement of Encroachment**. There shall be reciprocal appurtenant easements of encroachment between each Unit and adjacent Units, due to the un-willful placement or settling or shifting of the improvements constructed thereon. Provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenants or the Association.

5.7 **Right of Association to Enter Units**. There shall be an easement in favor of the Association to enter upon each portion of the property, including individual Units, for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

6.1 **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

6.2 **Voting.** Members shall be entitled to one vote for each Unit owned. Where there is more than one owner of a Unit, all such owners shall be members. The vote for such Unit shall be exercised as said owners determine, but in no event shall more than one vote be cast with respect to any Unit.

6.3 **Proviso.** Notwithstanding anything to the contrary contained in this Article VI, the first election of Directors shall not be held until after the Declarant has closed the sales of all Units within the Property, or until Declarant elects to terminate its control of the Association, whichever shall first occur. The Directors named in the Articles of Incorporation of the Association shall serve until the first election of Directors, and any vacancy in their number shall be filled by the remaining Directors.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 **Creation of the Lien and Personal Obligation for Assessments**. Except as provided in Section 7.6 of this Article VII, the Declarant, for all Units within the Property, hereby covenants and agrees, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for Common Expenses, including such reasonable reserves as the Association may deem necessary, special assessments, and all other charges and assessments referred to herein, all such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection,

shall also be the personal obligation of the owner of such property at the time when the assessment falls due, and all subsequent Owners until paid. Except as provided herein with respect to assessments which may be imposed on one or more Units and Owners to the exclusion of others, all assessment, both regular and special, shall be imposed against all Units equally.

7.2 **Effect of Non-Payment of Assessment: Remedies of the Association**. The Association may use any legal and/or equitable remedy to collect assessments past due. The Association shall have and is hereby given the right to impose a lien on each Unit subject to this Declaration for the amount of any unpaid assessments and late charges, together with interest thereon from the date the same is past due until paid. In addition, the Association shall have and is hereby given the right to accelerate payments of assessments for the remainder of the calendar year in which the default occurs. Said Claim of Lien shall also secure such accelerated payments of assessments, interest or other expenses and costs owed to the Association and attributable to the property indicated in the Claim of Lien. Said lien may be enforced in the same manner as a mortgage; provided, however, that any lien created pursuant to this Declaration or the Articles of Incorporation or By-Laws of the Association shall not exist until a Claim of Lien is filed by the Association in the Public Records of Broward County, Florida. All costs of collection, including court costs and attorneys' fees at all trial and appellate levels, incurred by the Association in enforcing the provisions of this Declaration shall be charged to the member against whom the lien is being enforced and shall be included in the lien as any other assessable item. All payments shall first be applied to payments and expenses incurred by the Association, then to interest, then to any unpaid assessment. Upon payment in full of all monies due the Association, the member shall be entitled to a Satisfaction of Lien.

7.3 **Purpose of Assessments**. Assessments shall be made for the purpose of payment of the Common Expenses, including but not limited to:

(a) the costs incurred by the Association in performing the maintenance obligations set out in paragraph 3.1 of this Declaration;

(b) the cost of any insurance purchased by the Association upon Roadway/Utility/Pedestrian Easement not limited to entrance roadways and walkways, if any , and fidelity bond coverage as is deemed necessary from time to time by the Board.;

(c) the cost of purchasing any equipment or machinery necessary for carrying out the purposes and duties of the Association;

(d) any such other costs incurred in the day-to-day operation of the Association as a corporate entity; and

(e) the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover projected costs of the Association and to cover any emergencies which may arise.

7.4 **Amount of Annual Assessment**. Commencement of Annual Assessment. Due Dates. The annual assessments provided for in this Article VII shall commence on the first day of the month next following the date of recordation of this Declaration. The due date of any special assessment under Section 7.5 hereof shall be fixed in the Board Resolution authorizing the assessment. The annual assessment for each Unit shall be determined by the Board of Directors. The annual assessment period shall be the calendar

year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. Assessments shall be payable in monthly installments due the first of each month. Delinquent assessments shall bear interest at the rate of 18% per annum. In addition, the Board of Directors may establish a late charge for monthly installments of assessments not received by the Association by the 10th day of the month in which the installment is due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance, and any purchaser or transferee shall have the right to rely on such statement.

7.5 **Special Assessments**. If the Assessment proves to be inadequate for any year, the Board may at any time levy a special assessment against all Owners; provided however, that prior to becoming effective, any special assessment shall be approved by a Two-thirds (2/3rds) vote of those present, in person or by proxy, at a special or annual meeting of the members, notice of which shall specify that purpose.

7.6 **Foreclosure/Deed in Lieu of Foreclosure**. When an Institutional Mortgagee of record or other purchaser of a Unit obtains title to a Unit as a result of foreclosure of a Mortgage owned by said Institutional Mortgagee, or when an Institutional Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title, his grantees, heirs, successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such Unit, or chargeable to the former Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the Unit Owners, including such acquire, his grantees, heirs, successors, and assigns. The Institutional Mortgagee, after acquiring the title, shall be responsible for all common expenses and assessments as the Unit Owner which shall accrue subsequent to its acquisition of title.

7.7 **Declarant Not Obligated for Assessments.** Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Declarant is the Owner of any Unit, neither Declarant nor its joint venture partner(s) shall be liable for assessments against such Unit(s) provided that Declarant or its joint venture partner(s) fund any deficit in operating expenses (exclusive of reserves). Declarant or its joint venture partner(s) may at any time, and from time to time commence paying such assessments as to Units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Units within the property are sold and conveyed to purchasers, neither Declarant nor its joint venture partner(s) shall have further liability of any kind to the Association for the payment of assessments or deficits.

7.8 **Funds Held by Association**. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. Such funds may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions.

7.9 **Budget.** The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and to fund reserves.

7.10 **Non-waiver**. The liability for assessments may not be avoided by waiver of the use and enjoyment of any common area or by the abandoning of the property for which the assessment is made.

ARTICLE VIII

TAXES AND INSURANCE

8.1 **Association.** The Association shall be responsible for real and personal property taxes assessed against the Association property, **if any**. The Association shall have the right to obtain insurance as is deemed necessary by the Board from time to time to afford protection against loss. Sums expended for taxes and/or insurance shall be considered Common Expenses. In the event the Association obtains such insurance, any termination and/or lapse of said insurance coverage shall be communicated to each unit owner, in writing, not less than sixty (60) days prior thereto of such result or anticipated result.

8.2 **Owner.** Each Owner shall have the obligation to obtain insurance upon his Unit and all improvements thereon. Such insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction necessitated by damage or destruction to a Unit. Every Owner shall be required to furnish the Association with proof of such coverage. In the event an Owner does not provide the Association with proof of insurance, the Association shall have the right to purchase insurance on said Owner's Unit and the improvements thereon, and to assess against said Owner the cost of such insurance.

ARTICLE IX

USE RESTRICTIONS

9.1 **Residential Use Only**. No commercial activity, trade or business shall be conducted in or upon any Unit.

9.2 **Occupancy**. The Units are designed to be single family residences. As such, no more than four (4) adults and their children, shall be permitted to permanently reside in any Unit.

9.3 **No Other Structures on Units or Common Areas**. No outbuilding, portable building, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Unit for storage or otherwise, without the prior written consent of the Board. In no event may any garage be converted into living space.

9.4 **Architectural Control**. No building, wall, screened-in enclosure, structure or other improvement shall be commenced, erected or maintained by any Owner upon any Unit, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors. Approval or disapproval of the same shall be made by the Board of Directors and returned to the applicant within a reasonable time, not to exceed forty-five (45) days from the date of receipt of said plans and specifications by the Board. In no event may any garage be converted into living space.

9.5 **Trash Facilities**. No garbage, trash, refuse or rubbage shall be deposited, dumped, or kept on any portion of a Unit or surrounding area or within the property except in closed containers, or other sanitary garbage collection facilities. All containers, and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be

allowed to accumulate. Each Unit Owner is responsible for the maintenance and care of that Unit's City provided trash receptacle and bear all costs of rubbish removal.

9.6 **Vehicles and Parking**. Each Owner shall be permitted to keep no more than two (2) permanent vehicles on the Property. All permanent vehicles must be parked in the unit owners garage. Damage to the City swale by unit owners (or guests) vehicles will be restored at unit owners expense. This restriction shall not prohibit the temporary (i.e. defined as 24 hours or less) parking of commercial vehicles making deliveries, or while used in connection with providing services to any Unit or building site. As used herein, the term "guest automobiles" means standard passenger cars which are owned by guests of unit owners. No vehicle shall be parked in a manner which would interfere with the ingress to or egress from the garage of any unit other than the Owner's. Any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle.

9.7 **Antennas.** No exterior antenna or aerial shall be erected or maintained on any Unit without the prior written consent of the Board. In no event may any large satellite dish be installed on any Unit, or any other part of the Property. Satellite dishes smaller than 24" are permitted., however, dishes must not be visible from the street.

9.8 **Animals and Pets**. No animals, livestock, or poultry of any kind shall be permitted in any Unit or upon any portion of the Property. This provision shall not apply with respect to common household pets owned by a Unit Owner. Any such pet (a) must not be kept or maintained for commercial purposes; (b) must not be an unreasonable nuisance or annoyance to other Unit Owners; and (c) shall be kept subject to any rules and regulations which may from time to time be promulgated by the Board.

9.9 **Nuisances**. No nuisances shall be allowed upon any property nor any use or practice which is a source of annoyance or to interfere with the peaceful possession and enjoyment of the residents of the Property.

9.10 **Signs.** No sign of any kind shall be permitted to be displayed on any portion of the Property including but not limited to Unit exteriors and windows, fences, perimeter walls and Common Areas, with the exception of small for sale signs in the yard of the Unit that is for sale and signs placed by Declarant or Declarant's agent .

9.11 **Chain Link Fences**. No chain link fences shall be permitted on any area around a Unit, unless installed by Declarant during construction periods.

9.12 **Painting.** Painting of any exterior doors, door frames, stucco, porch and railings. Any paint colors different from original, need to be approved by Association.

9.13 **Unlawful Use.** No immoral, improper, offensive or unlawful use shall be made of any Unit or other portion of the Property, and all laws, zoning ordinances, and regulations of all controlling governmental agencies and bodies shall be observed.

9.14 **Rules and Regulations**. Reasonable rules and regulations may be made and amended from time to time by the Association in the manner provided for in its Articles and By-Laws. Copies of such rules and regulations, and amendments thereto, shall be furnished by the Association to all Owners upon request.

9.15 **No Waiver**. In the event the Declarant, the Association, or any other person having authority to do so, grants any Owner permission to deviate from these restrictions, or grants any approval as provided therein, or fails to enforce any violation of these restrictions, such action or inaction shall not be deemed to prohibit the Declarant, the Association, the Board, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein, as the same may be applied in the future.

9.16 **Construction and Sale of Units**. Notwithstanding anything contained herein to the contrary, the restrictions contained in this Article shall not be deemed to prohibit or restrict the Declarant from participating in those activities associated with the construction of the improvements, or Units, or the sale of Units to the public.

ARTICLE X

FIRST MEETING OF THE MEMBERS OF THE ASSOCIATION

Until the Declarant terminates control of the Association, there shall be no annual or special meeting of the members of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of directors of the Association. However, the Declarant may waive this provision, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

The Declarant shall have the right to appoint all Directors of the Association until the Declarant has conveyed all Units subject to this Declaration, or earlier, at the option of Declarant.

After the turnover date, the Directors of the Association shall be elected in accordance with the provisions of the Articles of Incorporation and By-Laws.

ARTICLE XI

DEDICATIONS

The Declarant reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any easement therein, to any governmental or quasi-governmental agency, or private or public utility company, subject to acceptance of same, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Unit, and thereafter the right shall be solely vested in the Association.

ARTICLE XII

GENERAL PROVISIONS

12.1 **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, or any Owner of a Unit subject to this Declaration, and their respective heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be

automatically extended for successive periods often (10) years each unless an instrument signed by the then Owners of three-fourths (3/4ths) of the Units has been recorded, agreeing to revoke said covenants and restrictions. Provided, however that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Provided, further however, that such revocation shall not be effective as to Easements for Utilities as set forth in Section 5.4 above and for Pedestrian Easements as set forth in Section 5.5 above which are required by Section 47-18.33 of the Unified Land Development Regulations of the City of Fort Lauderdale unless such instrument is accompanied by a written certification in recordable form executed by the Zoning Administrator of the City of Fort Lauderdale certifying that such easements are no longer required by the applicable zoning regulations of the City of Fort Lauderdale.

12.2 **Enforcement and Severability**. Each and all of these covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, the Association, the Declarant, or its successors or assigns. Invalidation of any part of this Declaration of Covenants, Conditions and Restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

This Declaration may be enforced by any procedure at law or in equity against any person, or Owner violating or attempting to violate any provision herein, to restrain such violation and to require compliance with the provisions contained herein. The expense of any litigation at the trial and/or appellate levels to enforce this Declaration shall be borne by the person or Owner against whom enforcement is sought, provided such proceedings result in a finding that such person or Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees and include such fees incurred in any appellate proceedings. Any failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.3 **Amendment.** This Declaration of Covenants, Conditions and Restrictions may be amended, modified or altered, by instruments in writing recorded in the Public Records of Broward County, Florida, approved by two-thirds (2/3rds) of the members after the first meeting of the members. No amendment may change the ratio of assessments against Unit Owners without the prior written approval of all first mortgagees. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Public Records of Broward County, Florida. The provisions in this Declaration which are for the benefit of Institutional Mortgagees may not be amended without the consent of said Institutional Mortgagees.

Notwithstanding the foregoing, with respect to the easements required by City of Fort Lauderdale Unified Land Development Regulations Sect. 47-18.33, referenced in Article V, Section 5.4 above, this Declaration may not be amended, modified or repealed without the express written consent of the City of Fort Lauderdale Zoning Administrator, which such express written consent shall be in recordable form and which such consent shall only be given when the proposed amendment, modification or repeal is in accordance with the terms of the City of Fort Lauderdale's Unified Land Development Regulations.

12.4 **Liability.** The Declarant, or the Association, or their assigns or nominees shall not in any manner be held liable or responsible either directly or indirectly for any violation of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

Witnesses:

Dee Chopyak

MICHAEL E. LEACH

912 VICTORIA, LLC, a Florida limited liability company

BY: _____
DORON BROMAN, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of May, 2021, by means of ☒ physical presence or ☐ online notarization, by DORON BROMAN, as Manager of 912 VICTORIA, LLC, a Florida limited liability company, on behalf of the company on behalf of the company. He is personally known to me or has produced _____ as identification.

[Notary Seal]:

MICHAEL E. LEACH
MY COMMISSION # GG 306328
EXPIRES: March 10, 2023
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of FL at
Large Print Name: MICHAEL E. LEACH
My Commission Expires: _____

Mortgagee (Lender) Joinder and Consent

For Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Centennial Bank, an Arkansas banking corporation, the owner and holder of a mortgage dated November 19, 2020, given by 912 Victoria, LLC, a Florida limited liability company ("Declarant/Borrower") to Centennial Bank, an Arkansas banking corporation ("Mortgagee/Lender"), encumbering the real property described on Exhibit "A" recorded as Instrument Number 116876901, together with that certain Assignment of Rents and Leases recorded as Instrument Number 116876902 and that certain UCC-1 Financing Statement recorded as Instrument Number 116876903, all of the Public Records of Broward County, Florida (said mortgage, assignment of rents and leases, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration").

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder and Consent, is made this 14th day of May, 2021

Centennial Bank, an Arkansas banking corporation

By: _____

Print Name: Yuleisy Montalvo

Title: SVP

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 14 day of May, 2021, by means of ☒ physical presence or ☐ online notarization, by Yuleisy Montalvo, as SVP of Centennial Bank, an Arkansas banking corporation, on behalf of the company on behalf of the company. He is personally known to me or has produced Personally Known as identification.

_____ (Seal)

Notary Public

My Commission Expires:_____

JOAQUIN O. GUERRERO NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires December 27, 2023 No. GG 938766

Exhibit "A"
Legal Description of Property

Lots 19 and 20 and the East 41 feet of Lot 21, Block 9, RESUBDIVISION OF BLOCKS 9, 10, 11 & 12 OF HOLMBERG & MCKEES SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 3, Page 115, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

EXHIBIT "D"

BYLAWS

OF

912 VICTORIA TOWNHOMES ASSOCIATION, INC.

ARTICLE I

IDENTITY

The name of the corporation is 912 VICTORIA TOWNHOMES ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida (hereinafter the "Association"). The initial principal office of the Association shall be located at 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

2.1 "Association" shall mean and refer to 912 VICTORIA TOWNHOMES ASSOCIATION, INC. a Florida not-for-profit corporation, its successors and assigns.

2.2 "Board" shall mean and refer to the Board of Directors of the Association.

2.3 "Common Facilities Areas shall mean areas for the benefit and use of all members of the Association to be maintained by the Association even if located on property owned by a Unit Owner.

2.4 "Common Expenses" shall mean and refer to the expenses of the Association for which an Owner may be assessed, which if not paid can result in a lien against the Owner's Townhome.

2.5 "Property" shall mean and refer to the real property, comprising the ten (10) townhome properties of 912 VICTORIA TOWNHOMES, that is or will be subject to the Declaration of Covenants, Restrictions and Easements for 912 VICTORIA TOWNHOMES.

2.6 "Declarant" shall mean and refer to 912 Victoria LLC, a Florida limited liability company, whose post office address is 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301.

2.7 "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions and Easements for 912 VICTORIA TOWNHOMES, and any amendments thereto, written in the nature of covenants running with the land which subjects the land comprising the Property to the jurisdiction and control of the Association in which the Owners, or their association representatives, must be members.

2.8 "Member" shall mean and refer to a member of the Association, and may include, but is not limited to, an Owner or an association representing Townhome owners or a combination thereof.

2.9 "Owner" shall mean and refer to the record owner of legal title to a Unit.

2.10 "Unit" shall mean and refer to any one of the ten (10) parcels of real property located within the Property (a) which is capable of separate conveyance; and (b) of which the Unit owner, or an association in which the Unit owner must be a member, is obligated: (1) by the Declaration to be a member of the Association that serves the Property, and (2) to pay to the Association assessments that, if not paid, may result in a lien.

ARTICLE Ill MEMBERSHIP

3.1 **Membership.** The membership of the Association shall be limited to the Owners within the Property. Membership is automatically conferred upon acquisition of the fee simple interest to any Unit. Membership is an incident of ownership and is not separately transferable.

3.2 **Transfer of Membership**. Membership in the Association shall be transferred as an appurtenance to the transfer of the fee simple interest in any Unit and shall become effective upon the recording of a deed or other instrument establishing a record title to a Unit in the Public Records of Broward County, Florida.

3.3 **Member Roster**. The Association shall maintain a roster of the names and mailing addresses of the Owners, which shall likewise constitute the roster of Members. Each Member shall furnish to the Association a copy of the recorded deed or other instrument establishing a record title to the Owner's Unit.

ARTICLE IV

MEETINGS OF MEMBERS; QUORUMS; PROXIES

4.1 **Meetings of Members**. All meetings of the Corporation shall be held at such time and place as shall be stated in the notice thereof.

A. **Annual Meetings**. The annual Members' meetings shall be held at the office of the Association or at such other place and time of day as the Board may elect in its discretion, on each anniversary date following the date of transition of Association control from the Declarant to the Members for the purpose of electing directors and for the transacting any and all proper business that may come before the meeting; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. **Special Meetings**. Special meetings of the Members shall be held whenever called by the Board or on receipt by the President or Secretary of a written request from at least 25% of the total membership of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting. However, until Declarant terminates his control of the Board, no special members' meeting shall be convened without the prior written consent of Declarant.

4.2 **Notice of Meeting.** Written notice of each meeting of the Members, stating the time, the place, and the case of a special meeting, the objects for which the meeting is called, shall be given by the President or Secretary. Such notice must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a

conspicuous place in the community, such notice must be mailed or delivered to each Member at his/her address as it appears on the Member Roster at least seven (7) before the date of the meeting. Notice of meeting may be waived before or after meetings.

4.3 **Voting**. Members shall be entitled to cast one vote for each Unit owned, but in no event may more than one vote be cast with respect to any one Unit. Where a Unit is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate, executed by all of the owners of such Unit, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the owners of that Unit will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum.

4.4 **Quorum**. The presence, either in person or by proxy, at a Member's meeting of thirty percent (30%) of the total number of Members entitled to cast a vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these Bylaws.

4.5. **Proxy Voting**. At all meetings of Members, each Member entitled to vote may vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which the proxy was given, and must be signed by the authorized person who executed the proxy and filed with the Secretary. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires upon the earlier of (i) 90 days after the date of the meeting for which it was originally given, or (ii) the date of conveyance by a Member of his Unit. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 **Adjournment**. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting until a quorum shall be present. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

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

A. Election of chairperson of the meeting;

B. Calling of the role 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 elections;

H. Election of Directors;

I. Old business;

J. New business;

K. Adjournment.

4.8 **Minutes**. Minutes of all meetings of the Members must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Member present at a meeting must be recorded in the minutes.

4.9 **Proviso**. Provided however, that until the Declarant has completed all of the contemplated improvements and closed the sales of all of the Units within the Property or until the Declarant elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of Members of the Association shall have no effect unless approved by the Board.

ARTICLE V DIRECTORS

5.1 **Number of Directors**. Term of Office. The affairs of the Association shall be initially managed by a Board of not less than three (3) directors. After Declarant has ended its control of the Association, the Board of Directors shall consist of not less than three (3) Directors. Directors shall serve for terms of one year.

5.2 **Removal**. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote, at a Special Meeting called for that purpose. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

5.3 **Compensation**. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

5.4 **Action Taken Without a Meeting**. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

6.1 **Election**. The directors of the Association shall be elected at the annual meeting of the Members in the following manner:

A The Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. There shall be no cumulative voting.

B. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast.

6.2 **Vacancies**. Except as to vacancies created by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by a vote of the remaining Directors. Any vacancy in the Board created by the removal of a Director by the Members, shall be filled by a vote of the Members at the special meeting called for that purpose.

6.3 **Proviso**. Notwithstanding any provision to the contrary, the Developer shall have the right to elect the Board of Directors of the Association until such time as he no longer holds title to any Parcel, or until he elects to terminate his control of the Association, whichever shall first occur.

ARTICLE VII

MEETING OF DIRECTORS

7.1 **Organizational Meeting**. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

7.2 **Regular Meetings**. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

7.3 **Special Meetings**. Special meetings of the Board may be called by the President and must be called by the Secretary at the written direction of a majority of the Directors.

7.4 **Meetings Open to Members**. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

7.5 **Notice of Meetings**. Except in an emergency, notice of all regular Board meetings shall be given to each Director personally, by mail, by telephone, or facsimile at least three (3) days prior to the day named for such meeting. Except in an emergency meeting of the Board, notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before a meeting. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

7.6 **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.

7.7 **Quorum**. A quorum at Directors' meetings shall consist of a majority of the entire Board and the acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

7.8 **Vote by Proxy**. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

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

7.10 **Presiding Officer**. The presiding officer at Directors' meetings shall be the President. In his/her absence, either the Vice President, if any, or Secretary shall preside.

7.11 **Order of Business**. The order of business at Directors' meetings shall be as follows:

A. Calling of the roll;

B. Proof of due notice of the meeting;

C. Reading and disposal of any unapproved minutes;

D. Reports of officers and committees;

E. Election of officers;

F. Old business;

G. New business;

H. Adjournment.

7.12 **Minutes**. Minutes of all meetings of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the laws of the State of Florida, the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association shall be exercised exclusively by the Board of Directors, its Agents, contractors or employees, subject only to the approval by the Owners where such approval is specifically required. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

1. To exercise all common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these By-Laws, the Declaration, the Articles of Incorporation and the rules and regulations of the Association.

2. To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration, as amended from time to time.

3. To fix, levy, collect and enforce payment of charges and assessments pursuant to the terms of the Declaration.

4. To have a lien on Units within the Property to secure the payment of assessments or other charges due and to become due.

5. To foreclose lien(s) against Units for which assessments or other charges are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same.

6. To use the proceeds of the assessments and charges in the exercise of its powers and duties.

7. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the purposes of the Association.

8. To levy reasonable fines, not to exceed the maximum amount allowed under Chapter 617, Florida Statutes, against any Member and/or Member's tenants, guests, or invitees, for violation of any of the provisions contained in either the Declaration, Articles of Incorporation, these Bylaws or the rules and regulations adopted by the Association.

9. To provide, maintain, operate, repair, and replace the Common Facilities Areas and improvements, and all additional property, if any, acquired or leased by the Association for use by the Members.

10. To contract for the maintenance, operation, repair or replacement of the Common Area improvements, if any, and any additional property, if any, acquired or leased by the Association, and otherwise employ personnel to perform the services required to carry out the purposes of the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

11. To purchase casualty insurance and public liability insurance in such amounts as the Board of Directors may from time to time determine, insuring against any loss or liability arising out of, or incident to, the Common Facilities Areas, if any, and improvements thereon, if any, and any other property acquired or leased by the Association, if any. The Association shall specifically release, indemnify, and hold each any every Owner harmless from any and all liability arising out of that portion of Common Area, if any, and improvements thereon , if any, overlaying an Owner's Unit and shall defend any such Owner against all claims of any third party.

12. To pay real and/or personal property taxes assessed against the Common Facilities Areas, if any, and improvements thereon, if any. Caveat: Payment of the foregoing taxes will be the responsibility of the Association only in the event that (i) the Common Facilities Areas, if any, and improvements thereon, if any, are assessed as a taxable parcel(s) separate from the Units and (ii) the Units are not otherwise assessed for their proportionate (1/10th) interest in such property.

13. To provide, maintain, repair, and replace utility connections, including without limitation, water and sewer, serving the Property under a single, common meter(s) and to pay for the same as a Common Expense prorated among the Unit Owners.

14. To reconstruct and repair improvements on the Common Facilities Areas property, if any, after casualty, and to construct additional improvements, if necessary, on the said property.

15. To make, establish and enforce reasonable rules and regulations governing the Property and/or use of the Common Facilities Areas, if any, and improvements thereon, if any.

16. To keep a complete record of all of Association acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a majority of the Members who are entitled to vote.

17. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

18. To maintain bank accounts for the Association.

19. To call meetings of the Members.

ARTICLE IX

OFFICERS

9.1 **Enumeration of Officers**. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. A person may hold more than one office except that the President may not also be the Secretary.

9.2 **Election of Officers**. The election of officers shall take place at the first meeting of the Board following each annual meeting of Members.

9.3 **Term.** The officers shall be elected annually by the Board and each shall hold office for one (1) year, unless they shall sooner resign, or shall be removed, or otherwise disqualified.

9.4 **Resignation and Removal**. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time. Such resignation shall take effect on the date of receipt of

notice by the Board, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.5 **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.6 **President**. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes. In addition, the President shall have all the powers and duties usually vested in the office of the President of an Association, including, but not limited to, the power of to appoint committees from among the Members from time to time as he, in his sole discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

9.7 **Vice President**. The Vice President, if so created, shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

9.8 **Secretary**. The Secretary shall keep the minutes of all proceedings of the directors and Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and perform such other duties as required by the Board.

9.9 **Treasurer**. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by a resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members of the Association.

ARTICLE X CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "912 VICTORIA TOWNHOMES ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, incorporated in 2021."

ARTICLE XI AMENDMENTS

Prior to the first meeting of the Members, these Bylaws may be amended by a vote of a majority of the members of the Board. Subsequent to the first meeting of the Members, these Bylaws may be amended at a regular or special meeting of the Members, at which a quorum has been attained, by a vote of a majority of the Members present in person or by proxy.

ARTICLE XII MISCELLANEOUS

12.1 The fiscal year of the Association shall be the calendar year, except that the first fiscal year shall begin on the date of incorporation.

12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

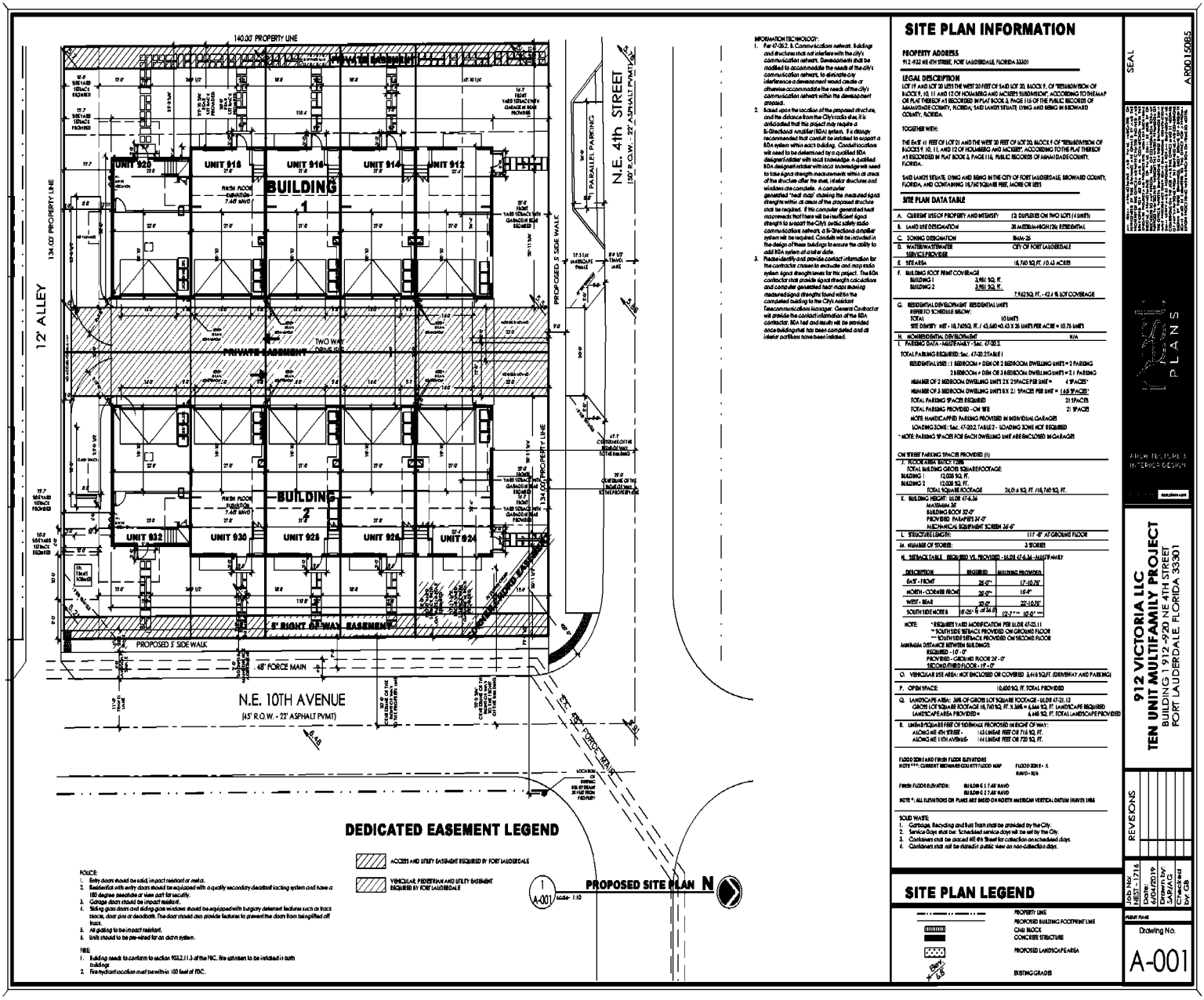
The foregoing were adopted as the Bylaws of 912 VICTORIA TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation, at the first meeting of the Board of Directors on the day of March, 2021.

BY: Doron Broman, Director

BY: Joselyn Ruiz, Director

BY: Howard Elfman, Director

Exhibit "B" - Site Plan



POLICE:
1. Entry doors should be solid, impact resistant or metal.
2. Residential units with entry doors should be equipped with a quality secondary deadbolt locking system and have a 180 degree peephole or view port for security.
3. Garage doors should be impact resistant.
4. Sliding glass doors and sliding glass windows should be equipped with burglary deterrent features such as track inserts, door pins or deadbolts. The door should also provide features to prevent the door from being lifted off track.
5. All glazing to be impact resistant.
6. Units should to be pre-wired for an alarm system.

FIRE:
1. Building needs to conform to section 903.2.11.3 of the FBC. fire sprinkers to be installed in both buildings
2. Fire hydrant location must be within 100 feet of FDC.

INFORMATION TECHNOLOGY:
1. Per 47-26.2. B. Communication network. Buildings and structures shall not interfere with the city's communication network. Development shall be modified to accommodate the needs of the city's communication network, to eliminate any interference a development would cause or otherwise accommodate the needs of the city's communication network within the development proposal.
2. Based upon the location of the proposed structure, and the distance from the City radio site, it is anticipated that this project may require a Bi-Directional Amplifier (BDA) system. It is strongly recommended that consult be retained to support a BDA system within each building. Consultant/s will need to be determined by a qualified BDA designer/installer with local knowledge. A qualified BDA designer/installer with local knowledge will need to take signal strength measurements within all areas of the structure, after the exterior structures and windows are complete. A computer generated "heat map" showing the measured signal strengths within all areas of the proposed structure shall be required. If this computer generated heat map reveals that there will be insufficient signal strength to support the City's public safety radio communication network, a Bi-Directional Amplifier system will be required. Conduits will be included in the design of these buildings to ensure the ability to add BDA system at a later date.
3. Please identify and provide contact information for the contractor chosen to evaluate and map radio system signal strength levels for this project. The BDA contractor that provide signal strength calculations and computer generated heat maps showing measured signal strengths found within the completed building to the City's Assistant Telecommunications Manager. General Contractor will provide the contact information of the BDA contractor. BDA test and results will be provided once building/unit has been completed and all interior partitions have been installed.

SITE PLAN INFORMATION

PROPERTY ADDRESS
912-932 NE 4TH STREET, FORT LAUDERDALE, FLORIDA 33301

LEGAL DESCRIPTION
LOT 19 AND LOT 20 LESS THE WEST 20 FEET OF SAID LOT 20, BLOCK 9, OF "RESUBDIVISION OF BLOCK 9, 10, 11 AND 12 OF HOLMBERG AND MCREE'S SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 116 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 11 FEET OF LOT 21 AND THE WEST 20 FEET OF LOT 20, BLOCK 9 OF "RESUBDIVISION OF BLOCKS 9, 10, 11, AND 12 OF HOLMBERG AND MCREE'S", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 116, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 18,760 SQUARE FEET, MORE OR LESS

SITE PLAN DATA TABLE

A.	CURRENT USE OF PROPERTY AND INTENSITY:	12 DUPLEXES ON TWO LOTS (4 UNITS)
B.	LAND USE DESIGNATION	38 MEDIUM-HIGH (38) RESIDENTIAL
C.	ZONING DESIGNATION	RMM-25
D.	WATER/WASTEWATER SERVICE PROVIDER	CITY OF FORT LAUDERDALE
E.	SITE AREA	18,760 SQ. FT. / 0.43 ACRES
F.	BUILDING ROOF PRINT COVERAGE BUILDING 1 BUILDING 2	3,981 SQ. FT. 3,981 SQ. FT. 7,962 SQ. FT. - 42.4 % LOT COVERAGE
G.	RESIDENTIAL DEVELOPMENT RESIDENTIAL UNITS PER RETO SCHEDULE BELOW: TOTAL SITE DENSITY: MET - 18,760 SQ. FT. / 43,560 =0.43 X 25 UNITS PER ACRE = 10.75 UNITS	10 UNITS
H.	NON-RESIDENTIAL DEVELOPMENT	N/A
I.	PARKING DATA - MULTI-FAMILY - Sec. 47-20.2.	
	TOTAL PARKING REQUIRED: Sec. 47-20.2 TABLE I	
	RESIDENTIAL USES: 1 BEDROOM + DEN OR 2 BEDROOM DWELLING UNITS = 2 PARKING 2 BEDROOM + DEN OR 3 BEDROOM DWELLING UNITS = 2.1 PARKING	
	NUMBER OF 2 BEDROOM DWELLING UNITS 2X 2 SPACES PER UNIT =	4 SPACES*
	NUMBER OF 3 BEDROOM DWELLING UNITS 8 X 2.1 SPACES PER UNIT =	16.8 SPACES*
	TOTAL PARKING SPACES REQUIRED	21 SPACES
	TOTAL PARKING PROVIDED - ON SITE	21 SPACES
	NOTE HANDICAPPED PARKING PROVIDED IN INDIVIDUAL GARAGES	
	LOADING ZONE: Sec. 47-20.2. TABLE 2 - LOADING ZONE NOT REQUIRED	
	* NOTE PARKING SPACES FOR EACH DWELLING UNIT ARE ENCLOSED IN GARAGES	
	ON STREET PARKING SPACES PROVIDED (1)	
J.	FLOOR AREA RATIO: FAR TOTAL BUILDING GROSS SQUARE FOOTAGE: BUILDING 1 12,028 SQ. FT. BUILDING 2 12,028 SQ. FT. TOTAL SQUARE FOOTAGE	24,056 SQ. FT. / 18,760 SQ. FT.
K.	BUILDING HEIGHT: RMM 47-6.36 MAXIMUM 50' BUILDING ROOF 32-0" PROVIDED PARAPET 34'-0" MECHANICAL EQUIPMENT SCREEN 36'-0"	
L.	STRUCTURE LENGTH:	111'-8" AT GROUND FLOOR
M.	NUMBER OF STORIES:	3 STORIES
N.	SETBACK TABLE - REQUIRED VS. PROVIDED - RMM 47-6.36 - MULTI-FAMILY	

DESCRIPTION	REQUIRED	BUILDING PROVIDED
EAST - FRONT	25'-0"	17'-10.75"
NORTH - CORNER SIDE	25'-0"	15'-4"
WEST - REAR	20'-0"	22'-10.75"
SOUTH SIDE NOTE 2	15'-0" / 25'-0"	12'-7" ** 10'-0" ***

NOTE:
* REQUIRES YARD MODIFICATION PER SEC 47-21.11
** SOUTH SIDE SETBACK PROVIDED ON GROUND FLOOR
*** SOUTH SIDE SETBACK PROVIDED ON SECOND FLOOR

MINIMUM DISTANCE BETWEEN BUILDINGS:
REQUIRED - 15'-0"
PROVIDED - GROUND FLOOR 24'-0"
SECOND/THIRD FLOOR - 17'-0"

O.	VEHICULAR USE AREA: NOT ENCLOSED OR COVERED	3,446 SQ.FT. (DRIVEWAY AND PARKING)
P.	OPEN SPACE:	10,600 SQ. FT. TOTAL PROVIDED
Q.	LANDSCAPE AREA: 35% OF GROSS LOT SQUARE FOOTAGE - SEC 47-21.13 GROSS LOT SQUARE FOOTAGE OF 18,760 SQ. FT. X 35% = 6,566 SQ. FT. LANDSCAPE REQUIRED LANDSCAPE AREA PROVIDED =	6,648 SQ. FT. TOTAL LANDSCAPE PROVIDED
R.	LINEAR FOOTAGE/SQUARE FEET OF SIDEWALK PROPOSED IN RIGHT OF WAY: ALONG NE 4TH STREET - ALONG NE 11TH AVENUE-	143 LINEAR FEET OR 716 SQ. FT. 144 LINEAR FEET OR 720 SQ. FT.

FLOOD ZONE AND FINISH FLOOR ELEVATIONS
NOTE ***: CURRENT BROWARD COUNTY FLOOD MAP — FLOOD ZONE = X; RMVD = N/A
FINISH FLOOR ELEVATION: BUILDING 1 7.48' NAVD; BUILDING 2 7.48' NAVD
NOTE *: ALL ELEVATIONS ON PLANS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 1988

SOLID WASTE:
1. Garbage, Recycling and fluits Trash shall be provided by the City.
2. Service Days shall be: Scheduled service days will be set by the City.
3. Curbtown shall be placed NE 4th Street for collection on scheduled days.
4. Curbtown shall not be obstructed public view on non-collection days.

SITE PLAN LEGEND

PROPERTY LINE
PROPOSED BUILDING FOOTPRINT LINE
CMU BLOCK
CONCRETE STRUCTURE
PROPOSED LANDSCAPE AREA
EXISTING GRADE

SEAL
AR0015085

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TEN UNIT MULTIFAMILY PROJECT
BUILDING 1 912-920 NE 4TH STREET
FORT LAUDERDALE, FLORIDA 33301

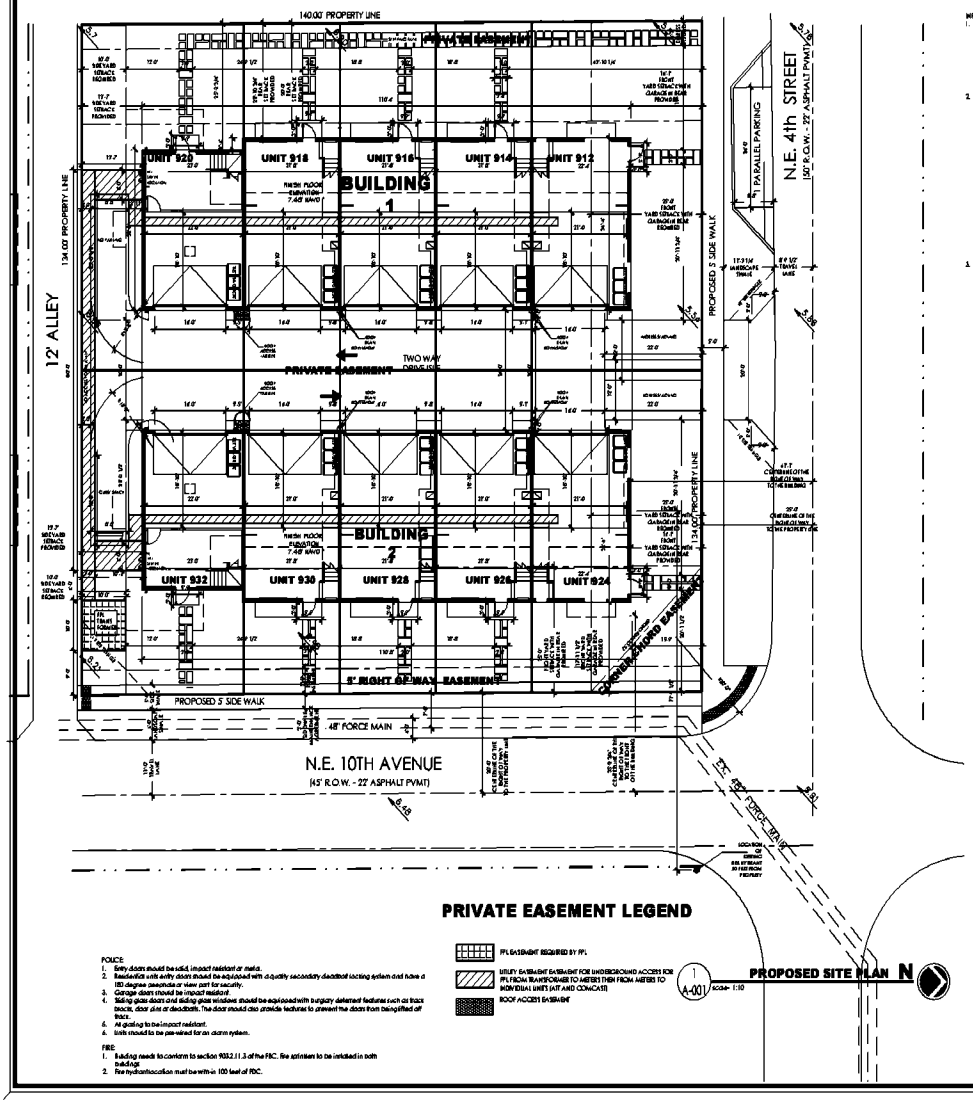
REVISIONS

Job No: 16-7216
Date: 6/04/2019
Drawn by: MJ
Checked by: GB

SITE PLAN

Drawing No.
A-001

Exhibit "C"
Easements



PRIVATE EASEMENT LEGEND

- PE EASEMENT REQUIRED BY PPL
- UTILITY EASEMENT EASEMENT FOR UNDERGROUND ACCESS FOR PPL FROM TRANSFORMER TO METERS THEN FROM METERS TO INDIVIDUAL UNITS (AT AND COMCAST)
- ROOF ACCESS EASEMENT

POLICE:
1. Entry doors should be solid, impact resistant or metal.
2. Residential unit entry doors should be equipped with a quality secondary deadbolt locking system and have a 180 degree peephole or view port for security.
3. Garage doors should be impact resistant.
4. Sliding glass doors and sliding glass windows should be equipped with burglary deterrent features such as track blocks, door pins or deadbolts. The door should also provide features to prevent the door from being lifted off track.
5. All glazing to be impact resistant.
6. Walls should to be pre-wired for an alarm system.

FIRE:
1. Building needs to conform to section 9.9.2.11.3 of the FBC. Fire sprinkler to be included in both buildings
2. Fire hydrant/location must be within 100 feet of FDC.

INFORMATION TECHNOLOGY:
1. Per 47-24.2, Communications network, Buildings and structures shall not interfere with the city's communication network. Developments shall be modified to accommodate the needs of the city's communication network, to eliminate any interference a development would create or otherwise accommodate the needs of the city's communication network within the development project.
2. Based upon the location of the proposed structure, and the distance from the City's radio site, it is anticipated that this project may require a Bi-Directional Amplifier (BDA) system. It is strongly recommended that conduit be installed to support a BDA system within each building. Conduit locations will need to be determined by a qualified BDA designer/installer with local knowledge. A qualified BDA designer/installer with local knowledge will need to take signal strength measurements within all areas of the structure after the shell, interior structures and windows are complete. A computer generated "heat map" showing the measured signal strengths within all areas of the proposed structure shall be required. If this computer generated heat map reveals that there will be insufficient signal strength to support the City's portal safety radio communications network, a Bi-Directional Amplifier system will be required. Conduits will be included in the design of these buildings to ensure the ability to add BDA system at a later date.
3. Please identify and provide contact information for the contractor chosen to evaluate and map radio system signal strength levels for this project. The BDA contractor shall provide signal strength calculations and computer generated heat maps showing measured signal strengths found within the completed building to the City's Assistant Telecommunications Manager. General Contractor will provide the contact information of the BDA contractor. BDA test and results will be provided once buildings shell has been completed and all interior partitions have been installed.

SITE PLAN INFORMATION

PROPERTY ADDRESS
912 -932 NE 4TH STREET, FORT LAUDERDALE, FLORIDA 33301

LEGAL DESCRIPTION
LOT 19 AND LOT 20 LESS THE WEST 20 FEET OF SAID LOT 20, BLOCK 9, OF "RESUBDIVISION OF BLOCK 9, 10, 11 AND 12 OF HOLMBERG AND MCKEE'S SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 116 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 41 FEET OF LOT 21 AND THE WEST 20 FEET OF LOT 20, BLOCK 9 OF "RESUBDIVISION OF BLOCKS 9, 10, 11, AND 12 OF HOLMBERG AND MCKEE'S", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 116, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 18,760 SQUARE FEET, MORE OR LESS

SITE PLAN DATA TABLE

A.	CURRENT USE OF PROPERTY AND INTENSITY:	(2) DUPLEXES ON TWO LOTS (4 UNITS)
B.	LAND USE DESIGNATION	36 MEDIUM-HIGH (36) RESIDENTIAL
C.	ZONING DESIGNATION	RMM-25
D.	WATER/WASTEWATER SERVICE PROVIDER	CITY OF FORT LAUDERDALE
E.	SITE AREA	18,760 SQ. FT. / 0.43 ACRES
F.	BUILDING FOOT PRINT COVERAGE BUILDING 1 3,981 SQ. FT. BUILDING 2 3,981 SQ. FT.	7,962 SQ. FT. - 42.4 % LOT COVERAGE
G.	RESIDENTIAL DEVELOPMENT RESIDENTIAL UNITS REFER TO SCHEDULE BELOW: TOTAL 10 UNITS SITE DENSITY: MIF - 18,760SQ. FT. / 43,560 =0.43 X 25 UNITS PER ACRE = 10.76 UNITS	
H.	NONRESIDENTIAL DEVELOPMENT	n/a
I.	PARKING DATA - MULTIFAMILY - Sec. 47-20.2	
	TOTAL PARKING REQUIRED: Sec. 47-20.2 TABLE I RESIDENTIAL USES: 1 BEDROOM + DEN OR 2 BEDROOM DWELLING UNITS = 2 PARKING 2 BEDROOM + DEN OR 3 BEDROOM DWELLING UNITS = 2.1 PARKING NUMBER OF 2 BEDROOM DWELLING UNITS 2 X 2 SPACES PER UNIT = 4 SPACES* NUMBER OF 3 BEDROOM DWELLING UNITS 8 X 2.1 SPACES PER UNIT = 16.8 SPACES* TOTAL PARKING SPACES REQUIRED 21 SPACES TOTAL PARKING PROVIDED - ON SITE 21 SPACES NOTE: HANDICAPPED PARKING PROVIDED IN INDIVIDUAL GARAGES LOADING ZONE: Sec. 47-20.2, TABLE 2 - LOADING ZONE NOT REQUIRED * NOTE: PARKING SPACES FOR EACH DWELLING UNIT ARE ENCLOSED IN GARAGES	
	ON STREET PARKING SPACES PROVIDED (1) TOTAL BUILDING GROSS SQUARE FOOTAGE BUILDING 1 12,008 SQ. FT. BUILDING 2 12,008 SQ. FT. TOTAL SQUARE FOOTAGE 24,016 SQ. FT. /18,760 SQ. FT.	
K.	BUILDING HEIGHT: ULDR 47-6.36 MAXIMUM 35' BUILDING ROOF 32'-0" PROVIDED PARAPET 34'-0" MECHANICAL EQUIPMENT SCREEN 36'-0"	
L.	STRUCTURE LENGTH:	111'-8" AT GROUND FLOOR
M.	NUMBER OF STORIES:	3 STORIES

N. SETBACK TABLE - REQUIRED VS. PROVIDED - ULDR 47-6.36 - MULTIFAMILY

DESCRIPTION	REQUIRED	BUILDING PROVIDED
EAST - FRONT	20'-0"	17'-10.75"
NORTH - CORNER SIDE	20'-0"	15'-4"
WEST - REAR	20'-0"	22'-10.75"
SOUTH SIDE NOTES	15'-0" @ 34'-0" H	12'-7" ** 10'-4" ***

NOTE: * REQUIRES VARIANCE MODIFICATION PER ULDR 47-21.11
** SOUTH SIDE SETBACK PROVIDED ON GROUND FLOOR
*** SOUTH SIDE SETBACK PROVIDED ON SECOND FLOOR
MINIMUM DISTANCE BETWEEN BUILDINGS
REQUIRED - 10'-0"
PROVIDED - GROUND FLOOR 21'-0"
SECOND/THIRD FLOOR - 19'-0"

O.	VEHICULAR USE AREA: NOT ENCLOSED OR COVERED	3,416 SQ.FT. DRIVEWAY AND PARKING
P.	OPEN SPACE	10,600 SQ. FT. TOTAL PROVIDED
Q.	LANDSCAPE AREA - 30% OF GROSS LOT SQUARE FOOTAGE - ULDR 47-21.13 18760 LOT SQUARE FOOTAGE /18,760 SQ. FT. X 30% = 6,648 SQ. FT. LANDSCAPE REQUIRED LANDSCAPE AREA PROVIDED =	6,648 SQ. FT. TOTAL LANDSCAPE PROVIDED
R.	LINEAR FOOTAGE FEET OF SIDEWALK PROPOSED IN RIGHT OF WAY: ALONG NE 4TH STREET -	143 LINEAR FEET OR 715 SQ. FT.
	ALONG NE 11TH AVENUE-	144 LINEAR FEET OR 720 SQ. FT.

FLOOD ZONE AND FINISH FLOOR ELEVATIONS
NOTE ***: CURRENT BROWARD COUNTY FLOOD MAP FLOOD ZONE= X
AVID - N/A
FINISH FLOOR ELEVATION: BUILDING 1 7.48' NAVD
BUILDING 2 7.48' NAVD
NOTE *: ALL ELEVATIONS ON PLANS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 1988

SOLID WASTE
1. Garbage, Recycling and Bulk Trash shall be provided by the City.
2. Service Days shall be: Scheduled service days will be set by the City.
3. Containers shall be placed NE 4th Street for collection on scheduled days.
4. Containers shall not be stored in public view or non-collection days.

SITE PLAN LEGEND

- PROPERTY LINE
- PROPOSED BUILDING FOOTPRINT LINE
- CMU BLOCK
- CONCRETE STRUCTURE
- PROPOSED LANDSCAPE AREA
- EXISTING GRADE

PROPOSED SITE PLAN N

1/A-001 SCALE: 1:10

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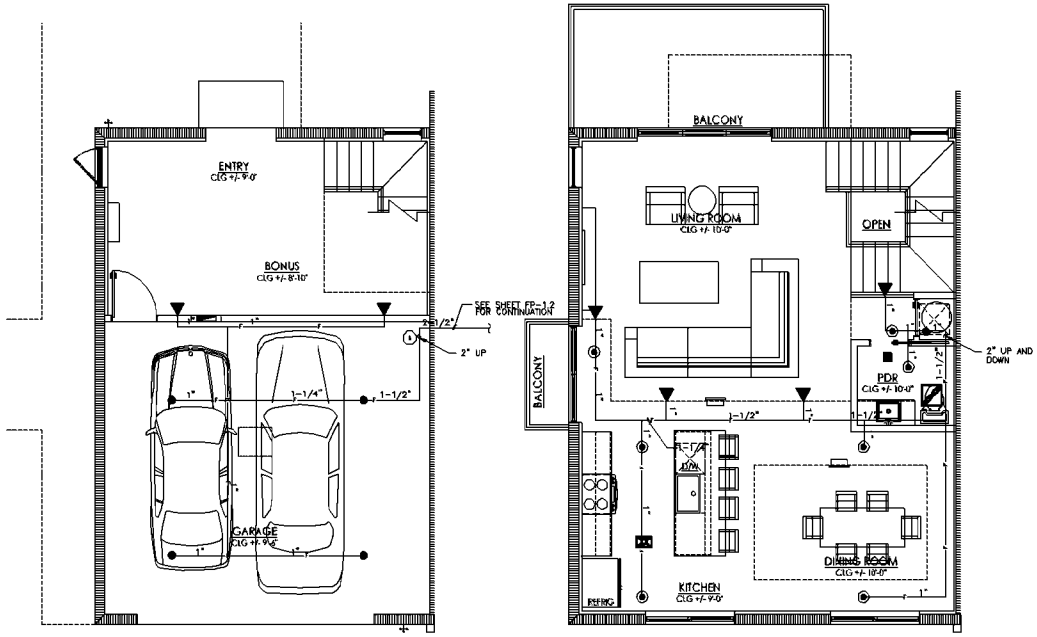
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TEN UNIT MULTIFAMILY PROJECT
BUILDING 1 912 -920 NE 4TH STREET
FORT LAUDERDALE, FLORIDA 33301

REVISIONS

Job No. 17-16
Date: 4/01/2019
Drawn by: CA/CG
Checked by: CB

Drawing No.
A-001

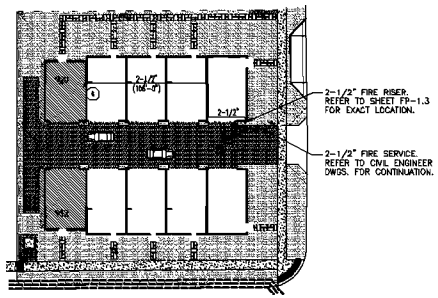
Exhibit "D" - Fire Sprinkler Easement



1 FP-1.1 **FIRST FLOOR PLAN - UNIT 920 REVERSE 932** N
scale: 1/4" = 1'-0"

2 FP-1.1 **SECOND FLOOR PLAN - UNIT 920 REVERSE 932** N
scale: 1/4" = 1'-0"

3 FP-1.1 **THIRD FLOOR PLAN - UNIT 920 REVERSE 932** N
scale: 1/4" = 1'-0"



4 FP-1.1 **LOCATION DIAGRAM** N
scale: NTS

UNITS - UNIT 920
REVERSE 932

RESIDENTIAL SPRINKLERS NOTES:

1.- PER NFPA 13 (2013 EDITION) SECTION 11.3.1.1 THE DESIGN AREA SHALL BE THE AREA THAT INCLUDES THE FOUR ADJACENT SPRINKLERS THAT PRODUCE THE GREATEST HYDRAULIC DEMAND.

2.- PER NFPA 13 (2013 EDITION) SECTION 11.3.1.6 HOSE STREAM ALLOWANCE AND WATER SUPPLY DURATION REQUIREMENTS SHALL BE IN ACCORDANCE WITH THOSE FOR LIGHT HAZARD OCCUPANCIES IN TABLE 11.2.3.1.2.

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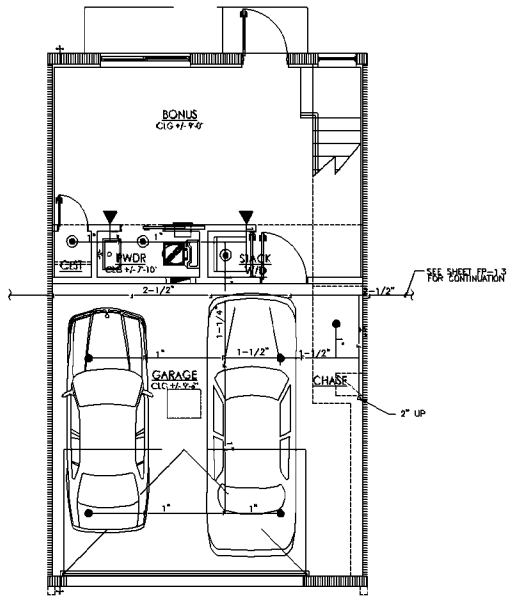
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Drawn by: SAR/AG
Checked by: GB

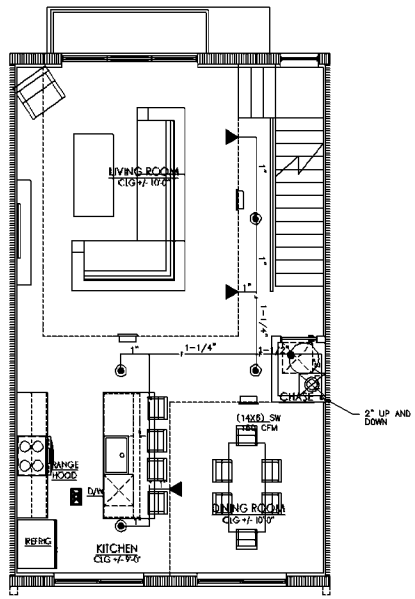
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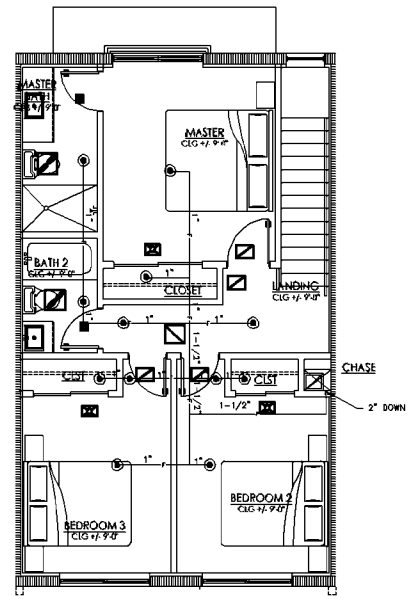
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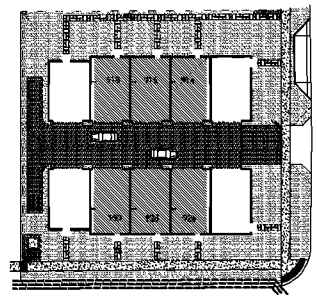
1 FP-1.2 **FIRST FLOOR PLAN - UNITS 914-916-918 N**
scale: 1/4" = 1'-0"
REVERSE UNITS 926-928-930



2 FP-1.2 **SECOND FLOOR PLAN UNITS 914-916-918 N**
scale: 1/4" = 1'-0"
REVERSE UNITS 926-928-930



3 FP-1.2 **THIRD FLOOR PLAN UNITS 914-916-918 N**
scale: 1/4" = 1'-0"
REVERSE UNITS 926-928-930



4 M-1.2 **LOCATION DIAGRAM N**
scale: NIC

UNITS - 914-916-918 REVERSE
926-928-930

RESIDENTIAL SPRINKLERS NOTES:

1.- PER NFPA 13 (2013 EDITION) SECTION 11.3.1.1 THE DESIGN AREA SHALL BE THE AREA THAT INCLUDES THE FOUR ADJACENT SPRINKLERS THAT PRODUCE THE GREATEST HYDRAULIC DEMAND.

2.- PER NFPA 13 (2013 EDITION) SECTION 11.3.1.6 HOSE STREAM ALLOWANCE AND WATER SUPPLY DURATION REQUIREMENTS SHALL BE IN ACCORDANCE WITH THOSE FOR LIGHT HAZARD OCCUPANCIES IN TABLE 11.2.3.1.2.

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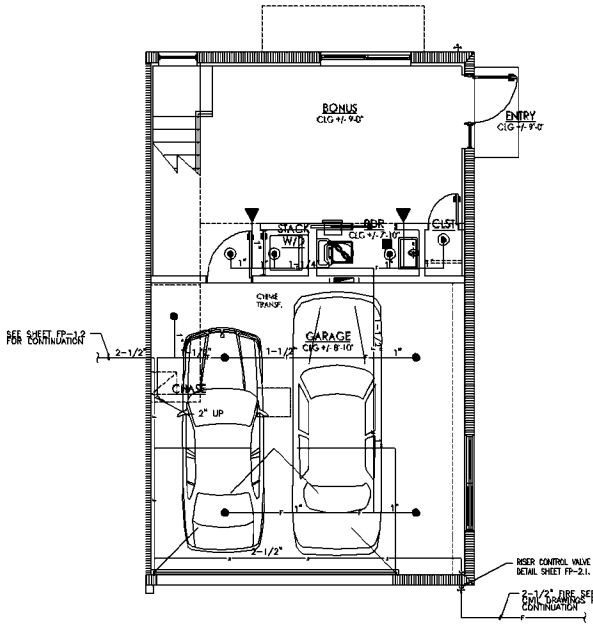
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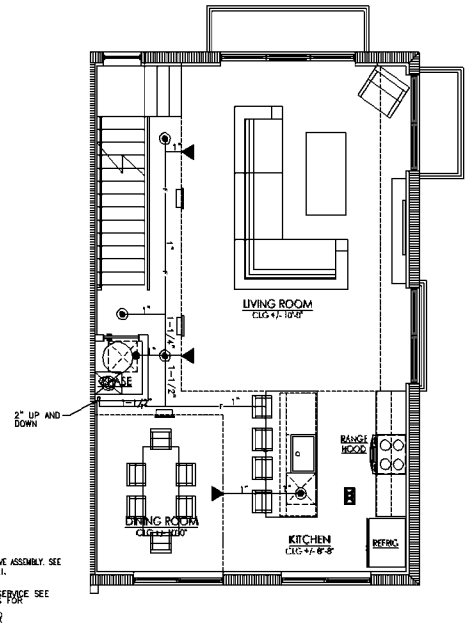
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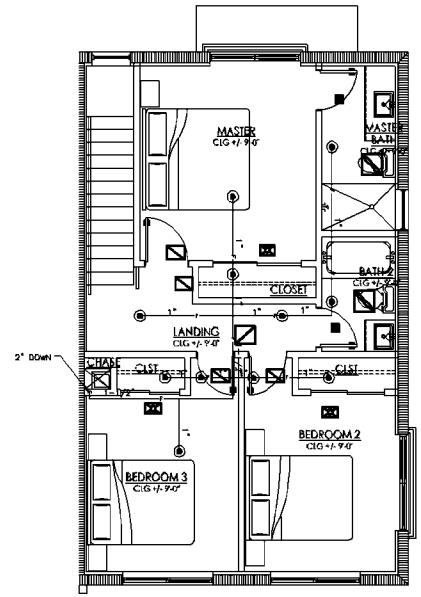
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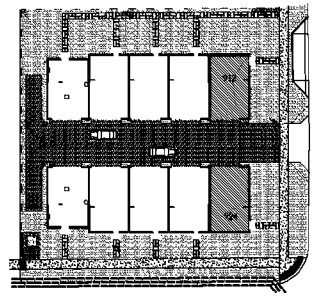
1 FP-1.3 **FIRST FLOOR PLAN - UNIT 912** N
scale: 1/4" = 1'-0" **REVERSE UNIT 924**



2 FP-1.3 **SECOND FLOOR PLAN UNIT 912** N
scale: 1/4" = 1'-0" **REVERSE UNIT 924**



3 FP-1.3 **THIRD FLOOR PLAN UNIT 912** N
scale: 1/4" = 1'-0" **REVERSE UNIT 924**



4 FP-1.3 **LOCATION DIAGRAM** N
scale: NTS

UNITS - 912 & REVERSE 924

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Job No: NEST - 1716
Date: 04/05/2019
Drawn by: SAR/AG
Checked by: GB

PERMIT SET

Drawing No.
FP-1.3

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1. THE FIRE PROTECTION SYSTEM INSTALLATION AND MATERIALS SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE, NFPA 13 (2010) ,14 (2010), 20 (2010) AND NFPA 24 (2010) REQUIREMENTS.
2. SPRINKLER SYSTEM TO BE INSTALLED BY A STATE CERTIFIED FIRE PROTECTION CONTRACTOR.
3. CONTRACTOR SHALL COORDINATE WITH STRUCTURE, CEILING GRID AND ELEVATION, AND OTHER MECHANICAL AND ELECTRICAL SERVICES BEFORE FABRICATING AND INSTALLING SPRINKLER PIPING. MAKE OFFSETS IN PIPING AS REQUIRED PER FIELD CONDITIONS. MAINTAIN 6" CLEARANCE BETWEEN PIPING AND 1 AND 2 HOUR RATED WALLS INCLUDING CORRIDOR WALLS.
4. ALL VALVES SHALL BE OF DOMESTIC MANUFACTURER, U.L. LISTED FOR FIRE PROTECTION SERVICE AND RATED FOR 175 PSI WORKING PRESSURE. PROVIDE U.L. LISTED/ FM APPROVED TAMPER SWITCHES, WHERE SHOWN, AT CONTROL VALVE LOCATIONS.
5. SPRINKLER HEADS SHALL BE U.L. LISTED AS INDICATED IN SCHEDULE RATED FOR 175 PSI WORKING PRESSURE, AND PROVIDED IN ACCORDANCE WITH SCHEDULE SHOWN ON THIS SHEET PROVIDE HEAD GUARDS ON UPRIGHT AND PENDENT SPRINKLER HEADS LOCATED IN MECHANICAL ROOMS, AND ELECTRICAL ROOMS. CONTRACTOR SHALL PROVIDE AND TURN OVER TO THE OWNER AT LEAST (6) SIX SPARE SPRINKLER HEADS OF EACH TYPE AND TEMPERATURE RATING BEING INSTALLED. PROVIDE OWNER WITH A COPY OF NFPA 13A.
7. ABOVE GROUND PIPING SHALL BE ALLIED "XL" THREADABLE U.L. LISTED 1" THRU 3" AND/OR SCHEDULE 10 BLACK STEEL PIPING 2" AND UP IN SIZE DRAIN RISER SHALL BE ALLIED "XL" STEEL PIPING EXPOSED TO WEATHER, SHALL BE SCHEDULE 40 ASTM A53 GALVANIZED. PROVIDE U.L. LISTED CLASS 125 CAST IRON THREADED FITTINGS, AND/OR U.L. LISTED GROOVED MECHANICAL PIPE FITTINGS FOR SIZE UP TO 2" ALL STEEL PIPE FITTINGS 2 1/2" AND LARGER SHALL BE U.L. LISTED GROOVED MECHANICAL PIPE FITTINGS. ALL GROOVED END 90° ELBOWS SHALL BE LONG RADIUS. CONTRACTOR TO MAKE ALL NECESSARY OFFSETS PER JOB CONDITION AND INSTALL PIPING TIGHT TO STRUCTURE WHERE POSSIBLE. PIPING MATERIAL SHALL BE LISTED FOR 175 PSI WWP. ALL MATERIALS SHALL BE OF DOMESTIC MANUFACTURER AND U.L. LISTED. ALL FITTINGS SHALL BE PROVIDED BY THE SAME MANUFACTURER.
8. SPRINKLER HEADS SHALL BE A MINIMUM OF 18" ABOVE ANY FLOOR OBSTRUCTION, SHELVES OR CABINETS.
9. INSPECTOR'S TEST AND DRAIN VALVE, SUPERVISED SHUTOFF VALVE, SHALL BE LOCATED A MAXIMUM OF 7'-0" AFF
10. PRESSURE TEST ABOVE GROUND PIPING HYDROSTATICALLY AT 200 PSIG FOR 2 HOURS IN ACCORDANCE WITH NFPA-13. FLUSH OUT ALL PIPING IN ACCORDANCE WITH NFPA-13. PROVIDE TYPED AND COMPLETED NFPA-13 TEST CERTIFICATE FOR ABOVEGROUND AND UNDERGROUND PIPING.
11. CONTRACTOR SHALL INSTALL SPRINKLERS UNDER DUCTS & OTHER OBSTRUCTIONS OVER 4 FEET IN WIDTH. INSTALL IN EQUIPMENT ROOMS WITH CEILINGS.
12. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED HYDRAULIC SPRINKLER CALCULATIONS.
13. CONTRACTOR SHALL SUBMIT SIGNED AND SEALED SHOP DRAWINGS TO THE CITY AND ENGINEER FOR APPROVAL WITHIN 30 DAYS OF SIGNING CONTRACT, A MINIMUM OF 5 COPIES OF FULLY DESCRIPTIVE, LITERATURE, INCLUDING BUT NOT LIMITED TO: SPRINKLER PIPING, AND SPRINKLER HEADS. NO WORK SHALL PROCEED WITHOUT THE APPROVAL OF THESE SUBMITTALS. CONTRACTOR SHALL PROVIDE A FLOW TEST (LESS THAN 6 MONTHS OLD) AS THE BASIS OF THE HYDRAULIC CALCULATIONS.
14. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO BID. ANY WORK NOT SHOWN IN THESE DOCUMENTS SHALL BE INCLUDED IN BID.

FIRE PROTECTION NOTES

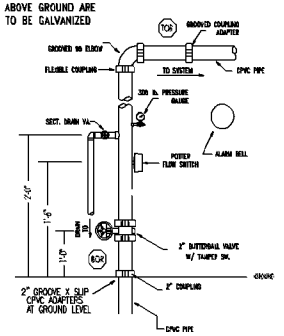
SPRINKLER LEGEND

- GROOVED CONTROL VALVE W/TAMPER SWITCH
- FLANGED CONTROL VALVE W/TAMPER SWITCH
- CHECK VALVE
- FLOW SWITCH
- HYDRAULIC REFERENCE NODE
- NEW SPRINKLER PIPING
- F.C. FLUSHING CONNECTION

SHOP DRAWING REQUIREMENTS

1. IF THE CONTRACTOR CHOOSES TO SUBMIT SHOP DRAWINGS, THEY SHALL BE SUBMITTED COMPLETE, TOGETHER AT ONE TIME AND MUST COME THROUGH THE ARCHITECT. ALL SUBMITTALS SHALL BE MADE WITHIN 30 DAYS OF NOTICE TO PROCEED.
2. ALL SUBMITTALS MUST CLEARLY INDICATE EXACTLY WHICH ITEMS ARE BEING PROPOSED FOR USE. IF NOT, THE SUBMITTAL SHALL BE REJECTED
3. SUBSTITUTIONS SHALL BE LIMITED TO ONE OF THE ULTIMATES LISTED IN THE CONSTRUCTION DOCUMENTS. PRODUCTS CONSIDERED TO BE EQUAL SHALL BE REVIEWED AND ACCEPTED BY THE ENGINEER, ARCHITECT AND OWNER (10) DAYS PRIOR TO BID DATE.
4. THE CONTRACTOR ASSUMES ALL DESIGN RESPONSIBILITY AND ALL FINANCIAL RISKS FOR PROCEEDING PRIOR TO SHOP DRAWINGS PROCESSING, AND ON ANY ITEM OR WORK THAT IS AT VARIANCE TO THE CONSTRUCTION DOCUMENTS.
5. SHOP DRAWINGS AND SUBMITTALS FOR EACH ITEM SHALL BE REVIEWED NO MORE THAN TWICE. A THIRD SUBMITTAL ON AN ITEM MUST BE ACCOMPANIED BY A PURCHASE ORDER FROM THE CONTRACTOR OR IT SHALL BE REJECTED.
6. CIRCUMSTANCES NECESSITATING A REVISION TO THE PERMITTED DOCUMENTS NOT PROCESSED PRIOR TO INSTALLATION MAY NOT BE ACCEPTED. IF ACCEPTED IT MUST BE LEGIBLE, ACCURATE AND ACCOMPANIED BY A PURCHASE ORDER ORDER FROM THE CONTRACTOR. THE PREVISION SHALL BE CHARGED TO THE CONTRACTOR AND DELIVERED TO HIM ON A C.O.D. BASIS.
7. SUBSTITUTIONS FROM THE BASE DESIGN OR VARIATIONS TO THE PERMITTED CONTRACT DOCUMENTS, WHETHER RESULTING FROM PROCESSED SHOP DRAWINGS OR NOT, THAT RESULT IN REQUIREMENTS IN LETTERS OF AUTHORIZATION AND/OR PERMIT CONTRACT DOCUMENT CHANGES MANDATED BY THE AUTHORITY HAVING JURISDICTION WILL NOT BE MADE BY THIS OFFICE UNLESS ACCOMPANIED BY A PURCHASE ORDER FROM THE CONTRACTOR, AND RELEASED ON A C.O.D. BASIS.

PIPE AND FITTINGS ABOVE GROUND ARE TO BE GALVANIZED



RISER DETAIL
N.T.S.

FIRE SPRINKLER HEAD SCHEDULE

SYM.	TYPE	ORIFICE SIZE	TEMP RATING	K FACTOR	MANUFACTURER & MODEL
●	SEMI-RECESSED	1/2"	200° F	5.6	VIKING VK300 MICROFAST QUICK RESPONSE
◀	HORIZONTAL	1/2"	155° F	5.8	VIKING VK480 FREEDOM RESIDENTIAL
◉	CONCEALED	1/2"	165° F	5.8	VIKING VK488 FREEDOM RESIDENTIAL

HANGER SCHEDULE

MAXIMUM DISTANCE BETWEEN HANGERS (FT.-IN.)

NOMINAL PIPE SIZE (NL)	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	4"	6"	8"
STEEL PIPE EXCEPT THREADED LIGHTWALL	12'-0"	12'-0"	15'-0"	15'-0"	15'-0"	15'-0"	15'-0"	15'-0"	15'-0"
THREADED LIGHTWALL STEEL PIPE	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	N/A	N/A	N/A

SEAL

AR0015085

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ALL PREPRINTED AND/OR WRITTEN NOTES ON THESE DRAWINGS ARE GENERAL AND SHALL BE USED BY CONTRACTOR ONLY WHERE APPLICABLE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL BE RESPONSIBLE FOR THE SAME. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION. THESE DRAWINGS ARE NOT TO BE SCALED. ALL DIMENSIONS SHALL BE CHECKED ON THE JOB. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES. ALL PREPRINTED AND/OR WRITTEN NOTES ON THESE DRAWINGS ARE GENERAL AND SHALL BE USED BY CONTRACTOR ONLY WHERE APPLICABLE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL BE RESPONSIBLE FOR THE SAME. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION. THESE DRAWINGS ARE NOT TO BE SCALED. ALL DIMENSIONS SHALL BE CHECKED ON THE JOB. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES. ALL PREPRINTED AND/OR WRITTEN NOTES ON THESE DRAWINGS ARE GENERAL AND SHALL BE USED BY CONTRACTOR ONLY WHERE APPLICABLE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL BE RESPONSIBLE FOR THE SAME. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION.

ARCHITECTURE & INTERIOR DESIGN

nestplanl.com

912 VICTORIA LLC
TEN UNIT MULTIFAMILY PROJECT
912 -932 NE 4TH STREET
FORT LAUDERDALE, FLORIDA 33301

REVISIONS

Job No: NEST - 1716
Date: 04/05/2019
Drawn by: SAR/AG
Checked by: GB

PERMIT SET

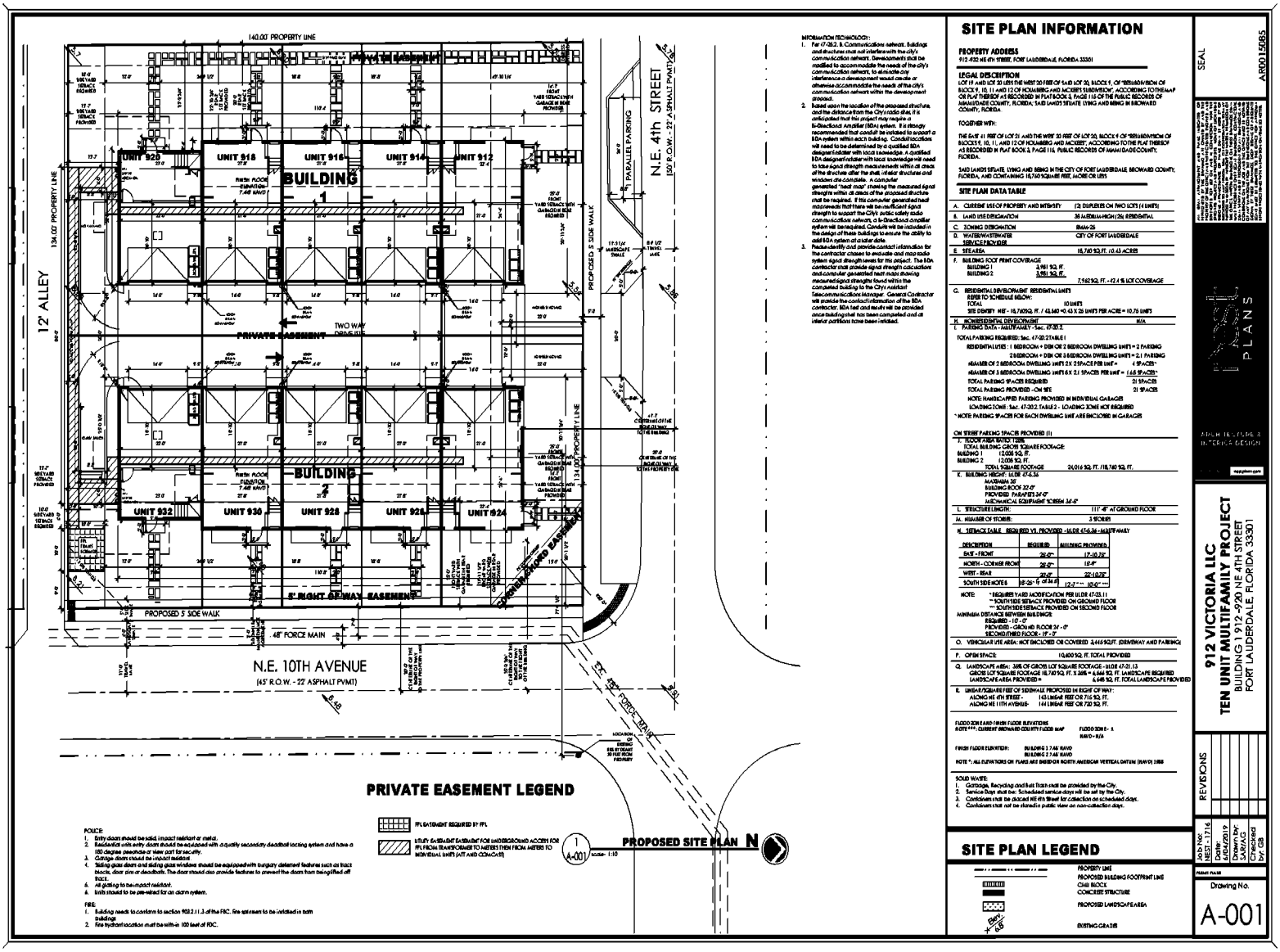
Drawing No.
FP-2.1

bach design engineering
3131 N. Federal Hwy. Suite
Ft. Lauderdale, FL 33306
P: (954) 461-4314
bach@bachengineering.com
CA # 28826
West Bach Nguyen, P.E.
Florida License # 69733

WEST BACH NGUYEN LICENSE No. 69733 STATE OF FLORIDA PROFESSIONAL ENGINEER

Instr# 117289402 , Page 31 of 39

Exhibit "E" Utility Easement



INFORMATION TECHNOLOGY:

1. Per 47-20.2. B Communications network. Buildings and structures shall not interfere with the city's communication network. Developments shall be modified to accommodate the needs of the city's communication network, to eliminate any interference a development would create or otherwise accommodate the needs of the city's communication network within the development provided.
2. Based upon the location of the proposed structure, and the distance from the City's radio sites, it is anticipated that this project may require a Bi-Directional Amplifier (BDA) system. It is strongly recommended that constructions will need to be retained to support a BDA system within each building. Constructions will need to be determined by a qualified BDA designer/installer with local knowledge. A qualified BDA designer/installer with local knowledge will need to take signal strength measurements within all areas of the structure after the shell, interior structures and windows are complete. A computer generated "heat map" showing the measured signal strength within all areas of the proposed structure that be required. If this computer generated heat map reveals that there will be insufficient signal strength to support the City's public safety radio communications network, a Bi-Directional Amplifier system will be required. Conduits will be included in the design of these buildings to ensure the ability to add BDA system at a later date.
3. Please identify and provide contact information for the contractor chosen to evaluate and map radio system signal strength levels for this project. The BDA contractor shall provide signal strength calculations and computer generated heat maps showing measured signal strengths found within the completed building to the City's Assistant Telecommunication Manager. General Contractor will provide the contact information of the BDA contractor. BDA test and results will be provided once building shell has been completed and all interior partitions have been installed.

POLICE:

1. Entry doors should be solid, impact resistant or metal.
2. Residential units entry doors should be equipped with a quality secondary deadbolt locking system and have a 180 degree peephole or view port for security.
3. Garage doors should be impact resistant.
4. Sliding glass doors and sliding glass windows should be equipped with burglary deterrent features such as track blocks, door pins or deadbolts. The door should also provide features to prevent the doors from being lifted off track.
5. All glazing to be impact resistant.
6. Units should to be pre-wired for an alarm system.

FIRE:

1. Building needs to conform to section 903.2.11.3 of the FBC. Fire sprinkler to be installed in both buildings
2. Fire hydrant location must be within 100 feet of FDC.

SITE PLAN INFORMATION

PROPERTY ADDRESS
912-932 NE 4TH STREET, FORT LAUDERDALE, FLORIDA 33301

LEGAL DESCRIPTION
LOT 19 AND LOT 20 LESS THE WEST 20 FEET OF SAID LOT 20, BLOCK 9, OF "SUBDIVISION OF BLOCKS 9, 10, 11 AND 12 OF HOUSMING AND MCKEE'S SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 116 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 41 FEET OF LOT 21 AND THE WEST 20 FEET OF LOT 20, BLOCK 9 OF "SUBDIVISION OF BLOCKS 9, 10, 11, AND 12 OF HOUSMING AND MCKEE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 116, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 18,760 SQUARE FEET, MORE OR LESS

SITE PLAN DATA TABLE

A.	CURRENT USE OF PROPERTY AND INTENSITY	(2) DUPLEXES ON TWO LOTS (4 UNITS)
B.	LAND USE DESIGNATION	SB-MEDIUM-HIGH (26) RESIDENTIAL
C.	ZONING DESIGNATION	RMM-25
D.	WATER/WASTEWATER SERVICE PROVIDER	CITY OF FORT LAUDERDALE
E.	SITE AREA	18,760 SQ. FT. / 0.43 ACRES
F.	BUILDING FOOT PRINT COVERAGE	BUILDING 1: 3,981 SQ. FT.; BUILDING 2: 3,981 SQ. FT.; 7,962 SQ. FT. - 42.4 % LOT COVERAGE
G.	RESIDENTIAL DEVELOPMENT: RESIDENTIAL UNITS ADDED TO SCHEDULE BELOW:	TOTAL 10 UNITS; SITE DENSITY: MIN - 18,760SQ. FT. / 43,560 =0.43 X 26 UNITS PER ACRE = 10.76 UNITS
H.	NON-RESIDENTIAL DEVELOPMENT	N/A
I.	PARKING DATA - MULTIFAMILY - Sec. 47-20.2.	
	TOTAL PARKING REQUIRED: Sec. 47-20.20 TABLE I	
	RESIDENTIAL USES: 1 BEDROOM + DEN OR 2 BEDROOM DWELLING UNIT = 2 PARKING	
	2 BEDROOM + DEN OR 3 BEDROOM DWELLING UNIT = 2.1 PARKING	
	MINIMUM OF 2 BEDROOM DWELLING UNITS 2 X 2 SPACES PER UNIT =	4 SPACES*
	MINIMUM OF 3 BEDROOM DWELLING UNITS 6 X 2.1 SPACES PER UNIT =	14.6 SPACES*
	TOTAL PARKING SPACES REQUIRED	21 SPACES
	TOTAL PARKING PROVIDED - ON SITE	21 SPACES
	NOTE: HANDICAPPED PARKING PROVIDED IN INDIVIDUAL GARAGES	
	LOADING ZONE: Sec. 47-20.2. TABLE 2 - LOADING ZONE NOT REQUIRED	
	* NOTE PARKING SPACES FOR EACH DWELLING UNIT ARE ENCLOSED IN GARAGES	
	ON STREET PARKING SPACES PROVIDED (1)	
J.	FLOOR AREA RATIO: T.B.B. TOTAL BUILDING GROSS SQUARE FOOTAGE: BUILDING 1: 12,008 SQ. FT.; BUILDING 2: 12,008 SQ. FT.; TOTAL SQUARE FOOTAGE	24,016 SQ. FT. / 18,760 SQ. FT.
K.	BUILDING HEIGHT: MUDF 47-6.36	MAXIMUM 35'; BUILDING ROOF 32'-0"; PROVIDED PARAPETS 34'-0"; MECHANICAL EQUIPMENT SCREEN 34'-6"
L.	STRUCTURE LENGTH:	111'-8" AT GROUND FLOOR
M.	NUMBER OF STORIES:	3 STORIES

N. SETBACK TABLE REQUIRED VS. PROVIDED - MUDF 47-6.36 - MULTIFAMILY

DESCRIPTION	REQUIRED	BUILDING PROVIDED
EAST - FRONT	20'-0"	17'-10.75"
NORTH - CORNER FRONT	20'-0"	18'-9"
WEST - REAR	20'-0"	22'-10.75"
SOUTH SIDE NOTE 5	10'-20'- 5' at 34'-6"	12'-1" *** / 10'-0" ***

NOTE: * REQUIRES YARD MODIFICATION PER MUDF 47-25.11
** SOUTH SIDE SETBACK PROVIDED ON GROUND FLOOR
*** SOUTH SIDE SETBACK PROVIDED ON SECOND FLOOR

MINIMUM DISTANCE BETWEEN BUILDINGS:
REQUIRED - 10'-0"
PROVIDED - GROUND FLOOR 24'-0"
SECOND/THIRD FLOOR - 19'-3"

O. VEHICULAR USE AREA: NOT ENCLOSED OR COVERED 3,445 SQ.FT. (DRIVEWAY AND PARKING)

P. OPEN SPACE: 10,600 SQ. FT. TOTAL PROVIDED

Q. LANDSCAPE AREA: 30% OF GROSS LOT SQUARE FOOTAGE - MUDF 47-21.13
GROSS LOT SQUARE FOOTAGE 18,760 SQ. FT. X 30% = 6,666 SQ. FT. LANDSCAPE REQUIRED
LANDSCAPE AREA PROVIDED = 6,668 SQ. FT. TOTAL LANDSCAPE PROVIDED

R. LINEAR FEET/SQUARE FEET OF SIDEWALK PROPOSED IN RIGHT OF WAY:
ALONG NE 4TH STREET - 163 Lineal FEET OR 715 SQ. FT.
ALONG NE 11TH AVENUE - 164 LINEAR FEET OR 720 SQ. FT.

FLOOD ZONE BASE FINISH FLOOR ELEVATIONS:
NOTE ***: CURRENT EFFECTIVE FLOOD INSURANCE RATE MAP FLOOD ZONE = X; BASE FLOOD ELEVATION = N/A

FINISH FLOOR ELEVATION: BUILDING 1 7.46 NAVD; BUILDING 2 7.46 NAVD

NOTE *: ALL ELEVATIONS ON PLANS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 1988

SOLID WASTE:
1. Garbage, Recycling and Bulk Trash shall be provided by the City.
2. Service Days shall be: Scheduled service days will be set by the City.
3. Containers shall be placed NE 4th Street for collection on scheduled days.
4. Containers shall not be stored in public view on non-collection days.

SITE PLAN LEGEND

PROPERTY LINE
PROPOSED BUILDING FOOTPRINT LINE
CMU BLOCK
CONCRETE STRUCTURE
PROPOSED LANDSCAPE AREA
EXISTING GRADE

SEAL
AR0015085

ARCH INTERIOR DESIGN
appplans.com

912 VICTORIA LLC
TEN UNIT MULTIFAMILY PROJECT
BUILDING 1 912-920 NE 4TH STREET
FORT LAUDERDALE, FLORIDA 33301

REVISIONS

Job No: NEST-1716
Date: 6/24/2019
Drawn by: CB
Checked by: CB

PERMIT PLANS

Drawing No.
A-001

Exhibit "F"
Articles of Organization

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 19, 2021

CAPITAL CONNECTION, INC.

,

The Articles of Incorporation for 912 VICTORIA TOWNHOMES ASSOCIATION, INC. were filed on March 18, 2021 and assigned document number N21000003071. Please refer to this number whenever corresponding with this office regarding the above corporation.

The certification you requested is enclosed.

PLEASENOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filedate or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Any charitable organization intending to solicit contributions in Florida from the public are required to register annually with the Division of Consumer Services. For more information, please go to www.freshfromflorida.com/division-offices/consumer-services/business-services/charitable-organizations.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Carlos E Rico, Regulatory Specialist III
New Filing Section

Letter Number: 321A00005848

ARTICLES OF INCORPORATION OF 912 VICTORIA TOWNHOMES ASSOCIATION, INC.

(A Florida Corporation Not-For-Profit)

The undersigned incorporator, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopts these Articles of Incorporation.

ARTICLE I: NAME

The name of the corporation is: 912 VICTORIA TOWNHOMES ASSOCIATION, INC., (the "Association").

ARTICLE II: PRINCIPAL ADDRESS

The initial place of business and mailing address of the Association shall be 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301

ARTICLE III: PURPOSE

The general nature, object and purpose for which the Association is organized is to provide an entity to improve, maintain, and operate the residential townhome development known as 912 VICTORIA TOWNHOMES (the "Community") within that certain tract of real property located in Broward County, Florida, more particularly described as follows:

> **Lots 19, 20 and the East 41 feet of Lot 21, Block 9, RE-SUBDIVISION OF BLOCKS 9, 10, 11 & 12 OF HOLMBERG & MCKEES SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 3, Page 115, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.**

ARTICLE IV: DEFINITIONS

The used in these Articles shall have the same definitions and meanings as those set forth in the Declaration terms of Covenants, Restrictions and Easements for 912 VICTORIA TOWNHOMES applicable to the Community (the "Declaration") unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V: POWERS AND DUTIES

In furtherance of its purposes, the Association shall have all the powers and duties, expressed or implied, existing under these Articles, the By-Laws as adopted from time to time by the Association (the "By-Laws"), the Declaration, or as otherwise provided by statute or law.

2021 AUG 18 PM 1:36

ARTICLE VI: MEMBERSHIP

The members of the Association (the "Members") shall consist of all of the record owners of Townhomes within the Community. Transfer of membership in the Association shall be in the manner provided by the By-Laws.

ARTICLE VII: BOARD OF DIRECTORS

7.1 The affairs of the Association will be managed by a Board of Directors (the "Board") consisting of not less than three (3) Directors. The initial members of the Board shall serve until the first annual meeting of the Members. So long as Declarant shall have a right to appoint all of the members of the Board, Directors need not be Members of the Association and need not be residents of the Community, thereafter, Directors shall be Members of the Association, except for those who are appointed by the Declarant.

7.2 The first annual meeting of the Members shall be at the call of the Declarant. At the first annual meeting of the Members, an election (or appointment, as the case may be) of the three (3) members of the Board shall be held. Election shall be in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

7.3 The names and addresses of the members of the first Board who shall hold office until the first annual meeting of the Members, and until their successors are elected and have qualified are as follows:

Doron Broman, 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301

Joselyn Ruiz, 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301

Howard Elfman, 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301

2021 MAR 18 PM 1:36

ARTICLE VIII: OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting and following each annual meeting of the Members and they shall serve at the Board's pleasure. The By-Laws may provide for the removal of officers, the filling of vacancies and the duties of the officers. The names and addresses of the officers who shall serve until their successors are duly qualified and elected are:

President:	Doron Broman
Secretary/ Treasurer:	Joselyn Ruiz

ARTICLE IX: INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding, or any settlement of any proceeding, to which he may be a party, or in which he may become involved by reason of his being, or having been, a Director or Officer of the Association; whether or not he is a Director or Officer at the time such expenses are incurred. However, said indemnification will not apply if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE X: BYLAWS

The first By-Laws of the Association shall be adopted by the members of the Board designated herein. Thereafter, the By-Laws may be altered, amended or rescinded by the directors and Members in the manner provided by the By-Laws. There shall be no change to the By-Laws, however, which shall abridge, amend or alter the rights of any Institutional Mortgagee without prior written consent of such Institutional Mortgagee.

ARTICLE XI: AMENDMENTS

These Articles may be amended in the following manner:

A. The Board, by majority vote, shall adopt a Resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the Members.

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the Members. Such notice shall set out in full the proposed amended article, section, subsection, or paragraph of a subsection.

C. Such proposed Amendment shall be submitted to and approved by the Members at such meeting. Any number of Amendments may be submitted to the Members and voted upon at one (1) meeting. The Proposed Amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present as such meeting or represented by proxy.

D. An Amendment to these Articles may be made, without a meeting, by a written statement signed by all Members eligible to vote in lieu of the above procedure.

E. These Articles shall not be amended in any manner which shall prejudice the rights of any institutional mortgagee without the prior written consent of such institutional mortgagee.

ARTICLE XII: DURATION

The Association shall have perpetual existence.

ARTICLE XIII: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Company in the State of Florida is 912 Victoria, LLC, whose street address is: 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301.

ARTICLE XIV: INCORPORATOR

The name and address of the Incorporator of these Articles: Doron Broman, 501 SW 2nd Avenue, Suite A, Fort Lauderdale, FL 33301.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on 16th day of March, 2021.

Doron Broman

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

BY: 912 VICTORIA, LLC, a Florida limited liability company

BY: _____

Doron Broman, Manager of 912 Victoria, LLC

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of 912 VICTORIA TOWNHOMES ASSOCIATION, INC., a Florida corporation, filed on March 18, 2021, as shown by the records of this office.

The document number of this corporation is N21000003071.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of March, 2021

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

State of Florida

Department of State

I certify from the records of this office that 912 VICTORIA TOWNHOMES ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 18, 2021.

The document number of this corporation is N21000003071.

I further certify that said corporation has paid all fees due this office through December 31, 2021, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of March, 2021

Laurel M. Lee

Secretary of State

CR2E022 (01-11)