

THE HEMISPHERES

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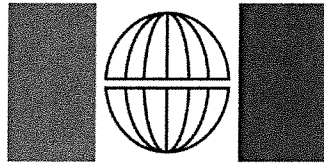
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THE HEMISPHERES

# FOREWORD

**BOARD OF DIRECTORS  
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.**

1985 South Ocean Drive  
Hallandale, Florida 33009  
Tel: (954) 457-9732

**FOREWORD TO CONDOMINIUM DOCUMENTS,  
RULES & REGULATIONS AND ADVISORIES**

The "condominium" form of ownership is a relative newcomer to the laws of real property. Nevertheless, this type of ownership has been flourishing and increasing in recent years, and it has been reliably predicted that by the year 2000, more than half of all Florida residents will reside in condominiums.

Condominium ownership and living have been aptly described as mini-governments. Like local municipalities, there is significant power of self-government. Whereas municipalities are governed by statutes, codes and ordinances, condominiums are similarly governed by existing laws and must comply with the provisions contained in Condominium Documents, as well as with adopted Rules and Regulations. Governing bodies of municipalities create necessary income by taxation, and a condominium's Board of Directors similarly creates necessary revenue by assessment. The latter is probably the single most awesome power and responsibility which an Association can delegate to any Board of Directors.

From condominium to condominium, the contents of condominium documents may vary to some extent, but in one respect they are all alike, in that they are comprised of three main parts, i.e., the Declaration of Condominium, The Articles of Incorporation and the Bylaws. In addition, condominium associations, acting through a Board of Directors, usually adopt reasonable Rules and Regulations which address the safety, welfare, comfort, health and convenience of all residents. In all probability, when you first purchased an apartment in The Hemispheres complex, you had decided "where" you were going to live. The Condominium Documents and Rules and Regulations, to a significant extent, determine "how" you live.

Years of experience in condominium living, changing concepts, new laws, administrative rulings and court decisions have all joined forces in making portions of our original Condominium Documents outmoded, inappropriate and/or unworkable. As one example, the purchase of our recreation lease in 1980, automatically made a large section of our original documents, relative to a Club Lease, archaic.

Approximately a year and a half ago, the Board of Directors, in conjunction with legal counsel, in addition to a retained, recognized authority in condominium living and condominium documents and a Committee for Condominium Documents Revisions, a task was undertaken which proved to be complex, laborious and time-consuming.

Almost two decades have passed since the Condominium Act (Chapter 718, Florida Statutes) was enacted. In its original form, the basic Act primarily defined a statutory form of real property -- "the Condominium". Since that time the original law has been amended and enlarged on many occasions, and now addresses topics far removed from the Act's original scope, including but not limited to, development and developers' responsibilities, construction, sales, recreation leases, enlarged responsibilities of members of a Board of Directors, reserve funds requirements, budgetary guidelines, insurance requirements and mandated time-tables for various types of Association notices and meetings. In addition to the Condominium Act (and amendments), the Condominium Association and its Board of Directors must comply with provisions of the Corporation Act (Sec. 607-007, F. S.), the Corporation Not-For-Profit Act (Chapter 617, F.S.), Administrative Rulings of the Division of Florida Land Sales and Condominiums, applicable Internal Revenue Service codes, as well as a great many court decisions relative to condominiums. It is the responsibility and duty of members of a Board of Directors to be thoroughly familiar with all of these in properly representing and conducting the affairs of a condominium association.

Experience has also taught us that Condominium Documents and Rules and Regulations should not be inflexibly cast in stone, but should be subject to perpetual review and modified as changing times, laws and Association members' needs and majority desires would dictate. For this reason, the format of an unalterable, bound volume, used in the original documents was abandoned in favor of a loose-leaf book format, which readily lends itself to the removal of outdated material and the inclusion of new material.

Future changes, as they may occur, relative to our revised Condominium Documents, Rules and Regulations, and Advisories will be periodically mailed to all unit owners of record with instructions as to which pages should be removed, substituted for and/or added to. It is the unit owner's responsibility to keep this volume up-to-date at all times.

This volume, in many respects, is The Hemispheres' residents "bible", governing many facets of your "way of life". It has been, and continues to be, the shared philosophy of your elected Board Members to avoid onerous, unreasonable, repressive and needlessly restrictive provisions in the documents and particularly in the accompanying Rules and Regulations.

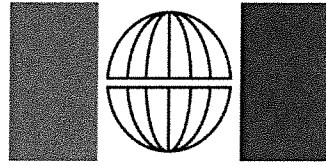
We wish to encourage as much personal choice and individual freedom of action as possible, within the framework of the reality of "condominium life". What has evolved is a series of changes in the original documents and Rules and Regulations, which protect the rights, welfare, safety, comfort, happiness and right to peaceful enjoyment of your fellow members, and most important of all -- TO YOURS!

Lawrence A. Lerner, Chairman  
Board of Directors

Hy Goldsmith, Vice President; Laura Maisel, Secretary/Treasurer;  
Lawrence Dank, Sol Davis, Percy Frank, Harry Leitstein, Lawrence Wilkov.

Republished; May, 2005

Mark Kiser, President; Ellie Otero, Vice President; Edward Lesen, Secretary;  
Anne Greenberger, Treasurer; Rodney Armor, Assistant Treasurer;  
Giraldo Gonzales, Director; Marta Hernandez, Director;  
David Jacovitz, Director; Gerald Williams, Director



THE HEMISPHERES

# DECLARATION

**CONDOMINIUM DECLARATION  
ESTABLISHING  
THE HEMISPHERES  
A CONDOMINIUM**

The Hemispheres Development Corporation, a Florida Corporation, makes the following declarations:

ARTICLE I

PURPOSE OF DECLARATION; SUBMISSION TO  
CONDOMINIUM OWNERSHIP; NAME

The purpose of this Declaration is to submit the land hereinafter described, and the improvements thereon and to be constructed thereon, to the condominium form of ownership and use pursuant to Chapter 711 of the Florida Statutes (hereinafter called the "Condominium Act"). Except where permissive variances therefrom appear in this Declaration, or in the Bylaws or the Charter (as those terms are hereinafter defined), or in lawful amendments to such instruments, the provisions of the Condominium Act, including the definitions therein contained, are adopted herein and made a part hereof. The Condominium Act, this Declaration, the Bylaws and the Charter, as they may be lawfully amended from time to time, shall govern the Condominium (as hereinafter defined) and the rights and duties of the Owners therein.

The Developer by this Declaration submits the Condominium to condominium ownership as recognized under the provisions of the Condominium Act and hereby declares the same to be a condominium to be known and identified as The Hemispheres, a Condominium.

ARTICLE II

DEFINITION OF TERMS

- 2.01. Association. The Hemispheres Condominium Association, Inc., a Florida Corporation not for profit, and its successors and assigns.
- 2.02. Apartment Building. Each of the four apartment buildings designated upon the Survey as Ocean North, Ocean South, Bay North and Bay South.
- 2.03. Bylaws. The Bylaws of the Association, as they may be from time to time amended. The Bylaws, adopted by the Association, which shall be effective until amended in the manner therein provided, are annexed hereto as Exhibit E.
- 2.04. Charter. Articles of Incorporation of the Association, a copy of which is annexed hereto as Exhibit D, as they may be from time to time amended.

- 2.05. Club Facilities. The land and the improvements thereon and which are more particularly described in Exhibit F as the "Yacht Club Parcel" and "Ocean Club Parcel".
- 2.06. Common Elements. All of the Condominium other than the Units.
- 2.07. Common Expenses. All expenses for the maintenance, operation, repair or replacement of the Common Elements and of those portions of Units which, under the terms of Article 8.011, are to be maintained or replaced by the Association; expenses of administration operation and management of the Condominium and of the Club facilities, including expenses under a Management Agreement and expenses of furnishing utility services such as hot and cold water, electric power (other than that for which the Owners are directly responsible), Sewage disposal and trash removal; expenses of the Association incurred in operating and maintaining the Club Facilities; expenses declared to be Common Expenses by the Declaration, or the Bylaws; and any valid charge against the Condominium as a whole.
- 2.08. Common Surplus. The excess amount of all receipts of the Association, including but not limited to assessments, rent, profits and revenue on account of Common Elements, over and above the Common Expense.
- 2.09. Condominium.
- 2.091. The land; and
- 2.092. The Apartment buildings, and all other structures and improvements on the Land and constructed thereon, substantially in conformance with plans and specifications therefore, prepared by Robert Canney West, architect, A.E.A., of South Miami, Florida, under order number 67100, copies of which plans are on file with the said architect, with the Association, and with the Building Department of the City of Hallandale, Florida; and
- 2.093. All tangible personal property previously furnished by the Developer or acquired by the Association, and
- 2.094. All improvements and additions to, and replacements of, the real and personal property described above made or acquired in accordance with this Declaration.
- 2.10. Developer. The Hemispheres Development Corporation, a Florida corporation.
- 2.11. Land. The real property described in Exhibit A annexed hereto.
- 2.12. Owner. An owner of a Unit.

- 2.13. Survey. A survey of the Land and a graphic description and plot plan of the Apartment Buildings and other structures and improvements now constructed on the Land showing the Units and Common Elements and their respective locations and approximate dimensions, copy of which is annexed hereto as Exhibit B.
- 2.14. Unit. A unit as defined in the Condominium Act of the State of Florida, referring herein to each of the separate and identified 1295 apartments and each of the commercial units delineated in the survey, and, when the context permits, the condominium parcel comprised of such Unit and the share of the Common Elements appurtenant thereto, which share is set forth in the schedule annexed hereto as Exhibit C, and the right to utilize an automobile parking space as more specifically described in Article 3.01. The physical boundaries of each Unit are more particularly described in Article III hereof.
- 2.15. Utility Services. Electric power, hot and cold water, telephone, garbage, trash and sewage disposal, master television antenna, gas, air conditioning, heating, closed circuit security television in certain public spaces, and all similar services which may from time to time be furnished in and to the Condominium.

### ARTICLE III

#### GENERAL DESCRIPTION; BOUNDARIES OF UNIT: AMENDMENT OF PLANS

- 3.01. General Description. The Condominium includes four apartment buildings and other structures, improvements and facilities described in the Survey, Exhibit F - Club Facilities and in the plans and specifications heretofore referred to. The Association shall designate that portion of the Common Elements to be used for automobile parking and within such area shall assign to each Unit Owner or Lessee who owns or leases an automobile either (a) the exclusive right to utilize a designated parking space, or (b) the right, in common with other units, to utilize designated parking spaces. Such assignments shall be temporary and subject to revision by the Association at any time or times it shall deem appropriate.
- 3.02. Unit Boundaries. Each Unit shall consist of that part of the Apartment Building containing such Unit, which lies within the boundaries of the Unit, which boundaries are as follows:
- 3.021. Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

3.0211. Upper Boundaries - the plane of the lowest surfaces of the unfinished ceiling-slab and the plane of the lowest surfaces of the unfinished balcony ceiling slab.

3.0212. Lower Boundaries - the plane of the lowest surfaces of the unfinished floor slab and the plane of the lowest surfaces of the unfinished balcony floor slab.

3.022. Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

3.0221. Exterior Building Walls - the intersecting vertical plane(s) of the outermost unfinished surfaces of the exterior walls of the Apartment Building bounding such unit, and when there is attached to the Apartment Building a balcony, patio or terrace servicing only the Unit being bounded, such boundaries shall be the intersecting vertical planes which include all of such structures.

3.0222. Interior Apartment Building Walls - the vertical planes of the center line of walls bounding such Unit extended to intersections with other perimetrical boundaries.

3.023. Items Excluded from Unit. A Unit not be deemed to include (a) any pipes, ducts, wires, conduits or other facilities for the furnishing of Utility Services which may be contained within its boundaries but which are utilized to furnish Utility Services to Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained, or (b) columns, walls or partitions contributing to support of an Apartment Building. Such excluded items shall be deemed to be Common Elements.

3.03. Amendment of Floor Plans.

3.031. Alteration of Unit Plans. Upon the written approval of the General Manager, in accordance with the appropriate Rules and Regulations. The interior floor plan of a unit may be changed by its owner. No change in the boundaries shall encroach upon the Common Elements nor be effected except in accordance with plans prepared by a licensed architect and filed with the Association. All changes shall be made in accordance with the provisions of this Declaration concerning alteration of Units. No Owner may subdivide a unit into more than one unit.

3.032. Change in Boundaries. No changes in the boundaries between units shall be effected by unit owners. Irrespective of the foregoing provision, the Association may partition, combine, or subdivide, for rental or other purposes, any units designated for commercial usage which are owned by the Association, its successors and assigns, and shall not be required to set forth same in an amendment to the Declaration.

#### ARTICLE IV

Each owner shall be liable for that proportion of Common Expenses and shall own that proportion of Common Surplus as shall equal the proportionate ownership in the Common Elements appurtenant to his Unit as set forth in Exhibit C.

#### ARTICLE V

##### EASEMENTS

5.01. Perpetual Non-exclusive Easement in Common Elements. The Common Elements are hereby declared to be subject to perpetual non-exclusive easements (a) in favor of all Owners for their use and the use of their and their lessee's immediate families, guest and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, (b) Association and its members, their invitees, licensees, designees and assigns, for ingress to and egress from the Club Facilities and for the furnishing of Utility Services and other services and facilities, including reasonably adequate operation, use and benefit of the Club facilities.

5.02. Easements for Encroachments. An easement is here granted for encroachments which now exist or hereafter occur caused by settlement or movement of any of the Apartment Buildings or by inaccuracies in construction or reconstruction after casualty or condemnation whereby one Unit encroaches upon another Unit or upon any portion of the Common Elements, or whereby any portion of the Common Elements encroaches upon any Unit; a further easement is here granted for the maintenance of such encroachments so long as they may exist.

#### ARTICLE VI

##### ADMINISTRATION OF THE CONDOMINIUM

To provide for the Administration of the Condominium by the owners, the Association shall be organized. The Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the Declaration, the Charter and the Bylaws as amended from time to time.

In the administration and management of the Condominium, the Association may delegate part or all of its duties to a managing agent. (Evidence of the exercise of this right is set forth in Article VII below.)

## ARTICLE VII

### MANAGEMENT AGREEMENT

The Association shall have the power to enter into a management agreement for the operation of the condominium. Each Owner, his heirs, successors and assigns shall be bound by the management agreement to the same extent and effect as if he had executed the agreement for the purposes expressed, including but not limited to: adopting, ratifying and confirming the execution thereof by the Association, covenanting to perform each of the undertakings to be performed by owners as provided for therein, and agreeing that the individuals who are directors or officers of the Association when it enters into such management agreement are not in breach of any of their duties or obligations to the Association or to its present or future members. At the time a new management agreement is entered into, and approved by the Board of Directors, a copy will be available for inspection at the Administration Office.

## ARTICLE VIII

### MAINTENANCE, ALTERATION AND REPAIR OF CONDOMINIUM

#### 8.01. Maintenance and Repair of Units.

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

8.0111. All boundary walls and slabs of a Unit except interior surfaces, and all portions of a Unit contributing to the support of the Apartment Building, which portions to be maintained shall include but not be limited to the outside walls of the Apartment Building, boundary walls of Units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

8.0112. Balconies, including railings thereon, except the painting of floors and the inside of parapets;

8.0113. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services which are contained in those portions of a Unit required hereunder to be maintained by the Association;

8.0114. All incidental damage caused to a Unit by such work;

8.0115. Provided, however, that the Association shall have authority to require Owners to maintain, repair and replace windows and glass doors except in the case of damage for which insurance proceeds are paid under policies purchased by the Association;

8.0116. Should the maintenance, repair, or replacement of any of the above be made necessary because of the negligent act or omission of a unit owner, his family, lessees, invitees, or guests, the work shall be done by the Association at the expense of owner and the cost shall be secured as an assessment.

8.012. By the Owner. The responsibility of the Owner shall be as follows:

8.0121. To maintain, repair and replace at his expense, and without disturbing the rights of other Owners, all portions of his Unit except the portions hereinabove required to be maintained, repaired and replaced by the Association.

8.0122. The portions of a Unit to be maintained, repaired and replaced by the Owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, waste disposal, refrigerator, oven and range, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other interior wall finishes.

8.0123. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of an Apartment Building, except for installation of such hurricane shutters as shall be approved by the Association and such other installations as shall have received prior written approval of the Association.

8.0124. Except with the consent of the Association, to keep substantially all floors in his Unit, except bathrooms, kitchens and balconies, covered with wall-to-wall carpeting, or with such other covering as will similarly reduce transmission of sound.

8.0125. Promptly to notify the Association of any defect or need for repairs for which the Association is responsible.

8.0126. To promptly pay the Association all costs of maintenance, repair, or replacement levied pursuant to 8.0116, above.

8.02. Alteration and Improvement of Units. Except as elsewhere provided, neither an owner nor the Association shall make any alterations in the portions of a Unit which are required hereunder to be maintained by the Association, or remove any portion of same, or make any additions to them, or do anything that would jeopardize the safety or soundness of an Apartment Building, or impair any easement, without first obtaining approval in writing of owners of all Units in the Apartment Building in which such work is to be done and the approval of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

8.03. Maintenance, Alteration and Improvement of Common Elements.

8.031. By the Association. The maintenance, alteration, improvement and operation of the common Elements shall be the responsibility of the Association and the cost shall be a Common Expense.

8.032. Alteration and Improvement. Whenever in the judgment of the Board of Directors of the Association the Common Elements shall require additions, alterations or improvements costing in excess of \$50,000.00, and the making of such additions, alterations and improvements shall have been approved by not less than a majority of the votes of those units represented in person or by proxy at a duly called meeting of the Association at which a quorum is present, the Association shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost thereof as a Common Expense. No such addition, alteration or improvement, however, shall interfere with the substantial rights of any owner without his consent. Any additions, alterations or improvements of the Common Elements or Club Facilities costing \$50,000.00 or less may be made by the Association without approval of the Owners and the cost thereof shall constitute part of the Common Expenses and shall be assessed against all Owners.

8.04 Right to Enter and Repair in Emergencies. In case of any emergency originating in or threatening any Unit regardless of whether the Owner thereof is present at the time of such emergency, the Association or any person authorized by it shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of such emergency, each Owner, if required by the Association, shall deposit under the control of the Association a key to his Unit. If the repair thus made was one for which an Owner was responsible, the cost thereof shall be assessed against such Owner.

## ARTICLE IX

### USE RESTRICTIONS

9.01. Commercial Units. Each Unit described in the Survey as a Commercial Unit, and which is located on ground level, may be used for or in connection with any legally permitted commercial enterprise, including office use.

9.02. Residential Units. All units other than the commercial units described in Article 9.01., shall be used for residential purposes only. The term "residential purposes" as used in this Declaration shall be deemed to include, by way of illustration and not limitation, the leasing of units by owners to tenants for the production of income, whether such leases are made individually and directly or by means of a large scale common leasing program through a common entity or under the supervision and control of a managing agent, or otherwise.

9.03. LEASING OF UNITS: REVISED: DECEMBER 15, 1991

9.03. Leasing, Use and Occupancy. As of the date of this amendment, no unit shall be leased or rented for a term less than three (3) uninterrupted months, and no more than once during any consecutive twelve (12) month period. No individual rooms shall be rented and no transient occupants shall be accommodated in any unit. The lease or rental of any unit shall not release or discharge a unit owner thereof from compliance with any of his obligations and duties as a unit owner. Subleasing is prohibited, except in instances of undue hardship on the original lessee, which hardship shall not be self imposed. All requests for permission to sublease shall require the written approval of the General Manager and the written consent of the unit owner, which unit owner will be required to accept the same responsibilities for the approved sublessee as for the original lessee. The Association may, from time to time, adopt reasonable rules and regulations, or amend those previously adopted, pertaining to the leasing, use and occupancy of units. Furthermore, the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, lessee, invitee or guest to comply with any provision of the Declaration, the Association Bylaws or reasonable rules and regulations of the Association pertaining to leasing, use and occupancy. No fine may exceed the maximum allowed by Florida Statute 718 and no fine may be levied except after giving reasonable notice and opportunity for a hearing to the party against whom the fine is sought to be imposed as specified in section 18.06 of Article XVIII of this Declaration.

9.031. Leasing Procedure. No owner may lease his Unit without the prior written approval of the Board of Directors. An Owner intending to lease his Unit shall provide the Association with written notice of his intent to lease the Units, along with a copy of the proposed lease and a standard lease application form as promulgated by the Board of Directors from time to time. Within fourteen (14) days from receipt of the Owner's notice of intent to lease his Unit and any additional information which may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the lease. The Association may deny permission to lease the Unit upon any reasonable ground, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in the maintenance assessments for his Unit; (3) occupancy of the unit by the proposed tenant would violate any provision of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association; or (4) the Owner or proposed tenant makes any misrepresentation on any of the lease approval forms. No tenant may occupy the Unit prior to obtaining the Board of Directors' approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant occupies the Unit prior to receipt of approval from the Board of Directors. Every lease shall contain or be deemed to contain a provision that the lessee is subject to this Declaration, the Charter, Bylaws and Rules and Regulations of the Association. The unit owner shall provide the Association with a copy of the executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the unit owner (lessor) to provide the lessee with a copy of the Condominium Documents as well as the Rules and Regulations and Advisories. The Association shall have the authority to charge a non-refundable \$100.00 screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes as same may be amended from time to time. In order to determine that proposed tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with a proposed tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

9.032. Tenant Obligations. All of the provisions of this Declaration, the Charter, the Bylaws and Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a tenant, to the same extent as against an owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, the Declaration of Condominium, Charter and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event

of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

9.033. Tenants shall be required to place in Escrow with the Association a security deposit in a sum to be established by the Board of Directors which shall not exceed the highest sum permitted by Chapter 718, Florida Statutes as amended from time to time. The security deposit may be used by the Association to repair any damages to the common elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board of Directors). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Such security deposits shall be administered in accordance with Part II Chapter 83, Florida Statutes.

9.034. Lease Addendum. In connection with the leasing of a Unit, the Board of Directors shall have the right to require that Owners and their tenants execute a standard Lease Addendum as promulgated by the Board of Directors from time to time. In addition to other provisions which may be adopted by the Board of Directors, the standard Lease Addendum may provide that the Owner leasing his Unit shall be deemed to irrevocably appoint the Association as his agent or attorney-in-fact in his place and stead to terminate the tenancy of any tenant who violates any conditions of the Association's Declaration, Bylaws, Articles of Incorporation and Rules and Regulations as may be amended from time to time (the "Association's Governing Documents"). The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. The Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the tenant. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Owner of his obligation to terminate the Lease and evict the tenant for any violations of law or the Association's Governing documents. The standard Lease Addendum may further provide that if the Owner is delinquent in the payment of any regular or special assessments due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's tenant. Such rental payments shall be collected and applied in accordance with the procedures established by the Board of Directors.

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

9.05. Occupancy. No unit shall be used for any purpose other than as and for a single family residence or dwelling. No studio unit shall be permanently occupied by more than two individuals, one bedroom unit by more than three individuals, two bedroom unit by more than four individuals or three bedroom unit by more than six individuals. The ownership of a unit by a corporation, partnership or fiduciary does not give such unit owner greater use rights than those granted to individual unit owners.

9.06. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for the maintenance, modification or repair of the Condominium shall be that of the person required hereunder to maintain and repair the property concerned.

9.07. Regulations. Reasonable regulations concerning the use and appearance of the Condominium may be made and amended from time to time by the Association in the manner provided by the Charter and the Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents of the Condominium upon request.

9.08. Restraint Upon Separation and Partition of Common Elements. To assure Owners the continuance of this Condominium plan, the Common Elements shall remain undivided and no Owner shall bring any action for partition or division except as otherwise specifically permitted in this Declaration. No conveyance may be made separating the Units from the undivided interest of the owner in the Common Elements and Common Surplus. Any conveyance or action directly or indirectly effecting any conveyance or division prohibited by this paragraph shall be null and void.

9.09. Rights of Developer. Until the Developer has closed the sales or leases of all Units, neither the Owners nor the Association nor the use of the Condominium shall interfere with the sale or lease of the Units. The Developer or its assigns may make such use of unsold and unleased Units and of the Common Elements without charge as may facilitate such sale or lease, including but not limited to maintenance of a sales and rental office, the showing of such Units, and the display of signs.

## ARTICLE X

### ASSESSMENTS

10.01. Method Default. The Association shall determine and assess the Common Expenses in accordance with the provisions of the Bylaws. Each Owner shall pay his assessment to the Association at the times and in the manner designated by the Association in accordance with the provisions of the Bylaws. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment. Said payment(s), when in default, shall bear interest at the highest legal rate permitted by law per annum from due date until paid. Assessments or installments that are unpaid for over fifteen (15) days after due date shall be deemed to be in default and shall be subject to a late charge of \$25.00 per month of delinquency. Moreover, the defaulting owner shall be liable for all costs of collecting such assessment or installment thereof and the interest thereon, including a reasonable attorney's fee whether or not suit be brought.

10.02. Waiver. No Owner may exempt himself from liability for any assessment levied against such Owner or his Unit by waiver of the use or enjoyment of any of the Common Elements or the Club Facilities or by abandonment of the Unit or by any other action in any manner undertaken.

10.03. Lien to Secure Payment of Common Expenses. The Association is hereby given a lien securing payment or payments of assessments imposed by the Association pursuant to the terms of this Declaration and the Bylaws, together with penalty interest and all collection expenses, including attorney's fees, authorized in Article 10.01. Such lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure as an additional sum due, the Owner shall be required to pay the Association a reasonable rental for the Unit for the period from the default sued upon to the payment of all sums so due.

10.04. Certificate as to Assessments. Upon written request, any owner may require the Association to furnish a certificate showing the amount of unpaid assessments against him with respect to his unit; the holder of a mortgage or other lien upon a Unit shall have the same right as to such Unit. Any person other than the owner who relies upon such certificate shall be protected thereby.

10.05. Assessments Where Fewer Than Four Apartment Buildings. During any period of time in which fewer than four Apartment Buildings are being maintained and operated by the Association (as, for example, during reconstruction of an Apartment Building after a casualty), the Common Expenses shall be apportioned against owners in such manner, as the Board of Directors of the Association, in its sole discretion, shall determine to be fair and equitable.

10.06. Assessments. The Association may charge a use fee against any unit owner utilizing the marina facilities, at a reasonable rate to be determined by the Board of Directors. Such fee will be secured by a lien collectible in the same manner as any assessment imposed by the Association.

(Substantial rewording of Declaration. See Article X, 10.06 as amended on November 18, 1986, for present text).

## ARTICLE XI

### SALES; MORTGAGES

11.01. Payment of Assessments. No Owner shall be permitted to convey, mortgage, pledge or sell his Unit unless or until he shall have paid in full all due and unpaid Common Expenses theretofore assessed by the Association against his Unit.

11.02. Except With the Prior Written Consent of the Association. No owner shall mortgage his unit except by a mortgage made to a bank, trust company, insurance company, savings and loan association, pension fund, private or public investment or mutual fund, or other institutional lender, or by a purchase money mortgage, agreement for deed, or other contractual obligation to the Developer. A mortgage or encumbrance other than those as heretofore provided shall state that the lien rights of said instrument are subordinate to any existing or future lien rights of the Association. The lien of any encumbrance in violation of the provision shall be void and of no effect unless authorized by the Association by written recordable certificate of authorization.

## ARTICLE XII

### INSURANCE

12.01. Acquisition of Insurance by the Association. The Association shall obtain and maintain the following insurance:

12.011. Fire Insurance. Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring all Apartment Buildings and improvements (including the Units and the fixtures and other equipment initially installed therein by the Developer, but not including personal property supplied or installed by Owners), and all personal property included in the Common Elements, covering the interests of the Association and all owners and their mortgagees as their interests may appear in an amount equal to the full replacement value of the Apartment Buildings and other structures on the Land, without deduction for depreciation, but exclusive of excavation and foundation costs, and in an amount equal to the value of the personal property included in the Common Elements; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which

shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association and the Insurance Trustee hereinafter set forth. (Provisions for the designation of the Insurance Trustee and the terms under which such Trustee is to serve are provided below.)

12.012. Workmen's Compensation Coverage. Workmen's Compensation insurance sufficient to meet the requirements of the law in the State of Florida.

12.013. Public Liability Insurance. Public liability insurance in such limits as the Association may from time to time determine covering each member of the board of directors of the Association, the managing agent employed under the management agreement described above, each Owner and the Association; such public liability coverage shall also cover cross-liability claims of one insured against another; the Association shall review such limits once each year to determine the adequacy of the coverage.

12.014. Other Insurance. Such other insurance as the Association may from time to time determine to be necessary or desirable.

12.02. Mortgagees. Upon request, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment or premiums shall be delivered to all mortgagees at least ten days prior to expiration of the then current policies. Prior to obtaining any renewal policy of fire insurance, the Association shall obtain an appraisal from an appropriate source of the full replacement value of the Apartment Buildings, but exclusive of excavation and foundation costs, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

12.03. Adjustment of Loss. All policies of casualty insurance shall provide that adjustment of loss shall be made by the Association with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000 or less, shall be payable to the Association, and if more than \$50,000, shall be payable to the Insurance Trustee.

12.04. Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims there under.

12.05. Acquisition of Insurance by Owners. Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

12.06. Insurance Trustee. The Insurance Trustee shall be First National Bank of Hialeah, Hialeah, Florida, unless and until it shall be replaced by a bank or trust company in Dade County or Broward County, Florida, designated by the Association, provided that so long as Investment Properties International, Ltd., or a subsidiary or affiliate thereof, shall be the holder of any mortgage encumbering any Unit in the Condominium, then Investment Properties International, Ltd. shall have the right to approve the Insurance Trustee. In the event the insurance Trustee shall resign, it shall be replaced by a trustee similarly designated and meeting the qualifications set forth in the preceding sentence. The responsibilities of the Insurance Trustee shall be to receive all proceeds of insurance policies and to hold such proceeds in escrow in accordance with the following terms and conditions:

12.061. Trustee's Expenses. All expenses of the Insurance Trustee shall be first paid.

12.062. Damage Repaired. The Insurance Trustee shall disburse the net proceeds of all insurance policies arising out of such casualty pursuant to the terms of Article XIII hereof, and any balance of such proceeds remaining in its hands after payment in full of the cost of the repair or restoration, as aforesaid, shall be paid over by the Insurance Trustee to the Owners in proportion to their ownership interest in the Common Elements, after first paying out of the share of each Owner the amount of unpaid liens on his Unit in order of priority of such liens.

12.063. Certificate. In acting hereunder, the Insurance Trustee shall be entitled to rely on a certificate duly executed by the President or Vice President and Secretary or Assistant Secretary of the Association certifying as to the identity of the Owners and their respective interests in Common Elements, and as to such other matters as the Insurance Trustee shall have requested be certified.

### ARTICLE XIII

#### REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

In the event of damage to or destruction of the Condominium as a result of fire or other casualty the Association shall arrange for the prompt repair and restoration of the Condominium (including any damage Units and any kitchen or bathroom fixtures and other equipment initially installed therein by the Developer, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed therein by an Owner), and the Association or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repair and restoration in excess of the insurance proceeds shall be shared by the Owners in proportion to their respective interests in the Common Elements, and the Association shall assess each of the owners for such deficit accordingly.

## ARTICLE XIV

### CLUB FACILITIES

The Association, as fee owner of the Club Facilities described in Exhibit "F", shall do and perform each and every act and thing required for the maintenance, operation, alteration, improvement and repair of said premises. All expenses incurred by the Association thereto, including expenses of operating and maintaining Club Facilities, shall be assessed against the owners as a common expense.

## ARTICLE XV

### AMENDMENTS

Except as otherwise provided in Articles 3.032 and 16.05, this Declaration, the Charter and the Bylaws may be amended in the following manner:

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

15.02. Proposed Approval of Amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association. Members not present or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association prior to the meeting. Such approvals must be by a majority vote of unit owners present at a duly called meeting of the association, at which a quorum is present.

15.03. Protection of Owner. No amendment shall discriminate against any Owner or against any Unit or class or group of Units, unless the owners so affected shall consent; and no amendment shall change any Unit or the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses unless the record owner of the Unit concerned and all record owners of any mortgages on such Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "insurance" or in the section entitled "Repair or reconstruction after fire or other casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

15.04. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which said certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and the copy of the amendment are recorded in the Public Records of Broward County, Florida.

## ARTICLE XVI

### CONDEMNATION

16.01. Insurance Trustee. The taking of all or part of the Condominium by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. In the event that an award shall be payable to an Owner, he shall deposit the award with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment shall be made against him in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner.

16.02. Complete Condemnation. If the taking is of all or materially all of the Condominium, then the Condominium shall be terminated and the awards for the taking shall be distributed to the Owners in proportion to their interests in the Common Elements, such remittance being payable jointly to each Owner.

16.03. Partial Condemnation. If the taking is of less than all or materially all of the Condominium, then there shall be such division and application of the awards, and such adjustments of ownership in the Common Elements, and such other adjustments, as shall be fair and equitable under the circumstances, taking into account the following factors and guidelines:

16.031. If any Unit shall be reduced in size but remain tenantable, the portion of the award attributable to said Unit should be distributed jointly to the Owner of the Unit and his mortgagees, and such Owner's share in the Common Elements appurtenant to his Unit should be equitably reduced and the shares of the other Owners equitably increased.

16.032. If the taking destroys a Unit or reduces it so that it is no longer tenantable, then such taking shall terminate the interest of the Owner thereof in the Condominium; the portion of the Unit not taken shall become part of the Common Elements; the interest of the remaining Owners in the Common Elements shall be equitably adjusted. The award attributable to such unit shall be used to pay the Owner of such Unit its fair market value, such remittance to be made jointly to the Owner and his mortgagees, and any balance of the award should be applied to place the remaining portion of the Unit in condition for use by all of the Owners as a Common Element. Any deficiency in funds required to restore Common Elements shall be assessed as a Common Expense.

16.033. If the taking is of a portion of the Common Elements, without taking any part of a Unit, every reasonable effort shall be made to replace or restore same, and the award shall be applied for such purposes. If after restoration or replacement is completed there remains any unexpended portion of the award, it shall be distributed in such manner as shall be fair and equitable under the circumstances, taking into account the degree to which the various Owners have been adversely affected by such taking.

16.04. Arbitration. If the parties concerned are unable to agree upon what division or other adjustments are fair and equitable within sixty days after the condemnation award has been made, then the matters in dispute shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The cost of arbitration shall be assessed against all Owners in proportion to their shares in the Common Elements as they existed prior to the changes affected by the condemnation.

16.05. Amendment of Declaration. The changes in Units, in the Common Elements, and in the ownership of the Common Elements which are affected by eminent domain shall be evidenced by an amendment of this Declaration which need be approved only by a majority of the board of directors of the Association.

## ARTICLE XVII

### TERMINATION

17.01. The condominium plan of ownership may be terminated in the following manner:

17.011. Condemnation. Because of a taking described in Article 16.02.

17.012. Termination by Agreement. At any time by approval in writing of all record mortgagees of Units and at least eighty percent of all record owners.

17.02. Certificate Evidencing Termination. The termination of the condominium plan of ownership in either of the foregoing manner shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon recording in the Public Record of Broward County, Florida.

17.03. Interest of Owners After Termination. After termination of the condominium plan of ownership the owners shall own the Condominium and all assets of the Association as tenants in common. The percentage interest of each Owner as a tenant in common shall be the same as his percentage interest in the Common Elements prior to such termination.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall affect the application of this Declaration:

18.01. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

18.02. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

18.03. Captions. The captions herein are inserted only as a matter of convenience and for reference in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

18.04. Gender. The use of masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural and vice versa wherever the context so requires; the use of the masculine gender shall be deemed to include the neuter gender wherever the context so requires.

18.05. Approval. Wherever approval or consent is required of any person or entity, such approval and consent shall not be unreasonably withheld, and where action, approval or consent is required of the Association, it shall be by a majority of the board of directors of the Association, and evidence of such action, consent or approval by the Association shall be by certification of same by the appropriate officers of the Association.

18.06. Fines. In addition to all other remedies available, the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association as all may be amended from time to time. No fine shall exceed the maximum amount permitted by Chapter 718, Florida Statutes as amended from time to time, nor shall any fine be levied except after giving reasonable notice and an opportunity for a hearing to the party against whom the fine is sought to be imposed in accordance with the procedures specified in the Association's Rules and Regulations.

IN WITNESS WHEREOF, The Hemispheres Development Corporation has caused these presents to be executed in its name by its Vice President and its corporate seal to be hereto affixed and attested by the Secretary, this 12 day of March, 1970, at Hallandale, Florida.

The Hemispheres Development Corporation

By /s/ Herbert Rabin.

Vice President.

Attest: /s/ Gerald Katcher.

Secretary

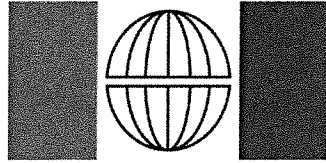
(Corporate Seal Impressed)

State of Florida  
County of Broward

Before me personally appeared Herbert Rabin and Gerald Katcher

to me well known and known to me to be the individuals described in and who executed the foregoing Condominium Declaration as Vice President and Secretary respectively of the Hemispheres Development Corporation, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, that the seal of said affixed to the foregoing instrument is the corporate seal of said corporation, that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal this 12 day of March, 1970.



THE HEMISPHERES

# LEGAL DESCRIPTION

Exhibit A to Condominium Declaration  
Establishing The Hemispheres

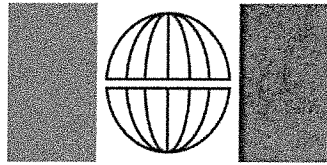
LEGAL DESCRIPTION OF REAL PROPERTY

The South 650 feet of the North 2350 feet of Tract 2, less the West 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida, less that portion described as follows:

Commencing at the Southwest corner of said South 650 feet, said point being located 50 feet East of the centerline of South Ocean Boulevard, run South 83 degree 48'04 " East along the South line of said parcel 506. 74 feet to a point of beginning for this description; thence, North 6 degree 11'56" East 168.83 feet; thence, North 83 degree 48'04" West 173.85 feet; thence, North 6°11'56" East 306.00 feet; thence, South 83°48'04" East 60.83 feet; thence, North 6 degree 11'56" East 4.67 feet; thence, South 83 degree 48'04" East 144.88 feet; thence, South 2°18'40" West 480.61 feet; thence, North 83 degree 48'04" West 63.98 feet to the point of beginning, and

The South 500 feet of the North 2350 feet of Tract 1 , less the East 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida, less that portion described as follows:

Commencing at the Southeast corner of said South 500 feet, said point being located 50 feet West of the centerline of South Ocean Boulevard, run North 83 degree 48'04" West along the South line of said parcel 331.01 feet to a point of beginning for this description; thence North 6 degree 11'56" East 69.33 feet; thence, North 83 degree 48'04" West 3.67 feet; thence, North 6°11'56" East 59.67 feet; thence, North 83 degree 48'04" West 123.33 feet; thence, North 6 degree 11'56 " East 67. 17 feet; thence, South 83 degree 48'04 " East 17. 78 feet; thence, North 6 degree 11'56" East 159.25 feet; thence, North 83 degree 48'04" West 176.00 feet; thence, North 6 degree 11'56" East 144.58 feet; thence, North 83 degree 48'04" West 39.18 feet; thence, South 6 degree 57'15" West 500.04 feet; thence, South 83 degree 48'04" East 328.05 feet to the point of beginning.



THE HEMISPHERES

# SURVEY

Exhibit B to Condominium Declaration  
Establishing The Hemispheres

CERTIFICATE OF SURVEYOR  
FOR  
THE HEMISPHERES  
A CONDOMINIUM

The undersigned hereby certifies:

1. That he is a duly registered and licensed land surveyor authorized to practice under the laws of the State of Florida;
2. That the attached survey, marked Exhibit B, together with the wording of the Condominium Declaration, is a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of the Common Elements and of each condominium unit therein; and
3. That the elevations shown on each floor plan are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey.

MAURICE E. BERRY II

Registered Land Surveyor No. 1122  
State of Florida  
(original signed and filed)

## GENERAL NOTES

### UNIT BOUNDARIES:

Each Unit shall consist of that part of the Apartment Building containing such Unit, which lies within the boundaries of the Unit, which boundaries are as follows:

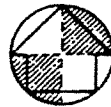
- (1) Upper and Lower Boundaries: The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.
  - (a) Upper Boundaries: The plane of the lowest surfaces of the unfinished ceiling slab and the plane of the lowest surfaces of the unfinished balcony ceiling slab.
  - (b) Lower Boundaries: The plane of the lowest surfaces of the unfinished floor slab and the plane of the lowest surfaces of the unfinished balcony floor slab.
  - (c) Floor Slab Thickness: Apartment floor slabs are six inches (6") thick.
  - (d) Balcony Floor Elevations: Balcony floor elevations are taken at the railings.
- (2) Perimetrical Boundaries: The perimetrical boundaries of a unit shall be the following boundaries extended to an intersection-with the upper and lower boundaries.
  - (a) Exterior Building Walls: The intersecting vertical plane(s) of the outermost unfinished surfaces of the exterior walls of the Apartment Building bounding such Unit, and when there is attached to the Apartment Building a balcony, patio or terrace serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes which include all of such structures.
  - (b) Interior Apartment Building Walls: The vertical planes of the center line of walls bounding such Unit extended to intersections with other perimetrical boundaries.
- (3) Excluded from Unit: The Unit shall not be deemed to include—Utility Services which may be contained within the boundaries of the Unit but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained, nor shall it include columns or partitions contributing to support of the Apartment Building. The items here identified are a part of the Common Elements.

# THE HEMISPHERES SURVEY FOR: A CONDOMINIUM

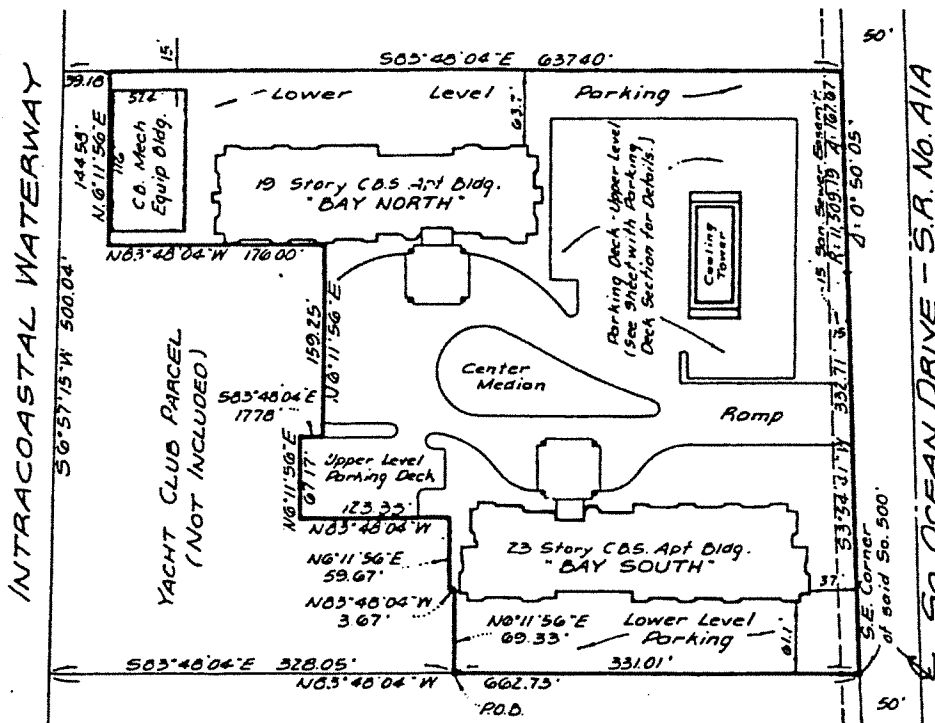
## DESCRIPTION

The south 500 feet of the north 2350 feet of Tract 1, less the east 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, page 19, of the public records of Broward County, Florida, less that portion described as follows:

Commencing at the southeast corner of said south 500 feet, said point being located 50 feet west of the centerline of S. Ocean Blvd., run N.83°48'04"W. along the south line of said parcel 331.01 feet to a point of beginning for this description: thence, N.6°11'56"E. 69.33 feet; thence, N.83°48'04"W. 3.67 feet; thence, N.6°11'56"E. 59.67 feet; thence, N.83°48'04"W. 123.33 feet; thence, N.6°11'56"E. 67.17 feet; thence, S.83°48'04"E. 17.78 feet; thence, N.6°11'56"E. 159.25 feet; thence, N.83°48'04"W. 176.00 feet; thence, N.6°11'56"E. 144.58 feet; thence, N.83°48'04"W. 39.18 feet; thence, S.6°57'15"W. 500.04 feet; thence, S.83°48'04"E. 328.05 feet to the point of beginning.



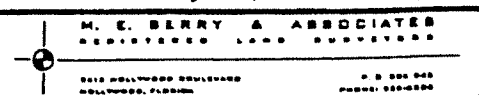
SCALE:  
1" = 100'



TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I, MAURICE E. BERRY II, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown. I further certify that the survey represented hereon meets the requirements of the Florida Land Title Association and that this plat is true and correct.

Dated at Hollywood, Broward County, Florida, this 9 day of FEB., A.D. 1970.



*Maurice E. Berry II*  
MAURICE E. BERRY II  
Registered Land Surveyor No. 1272  
STATE OF FLORIDA

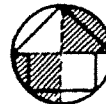
EXHIBIT B - SURVEY

SURVEY FOR: *THE HEMISPHERES*  
A CONDOMINIUM

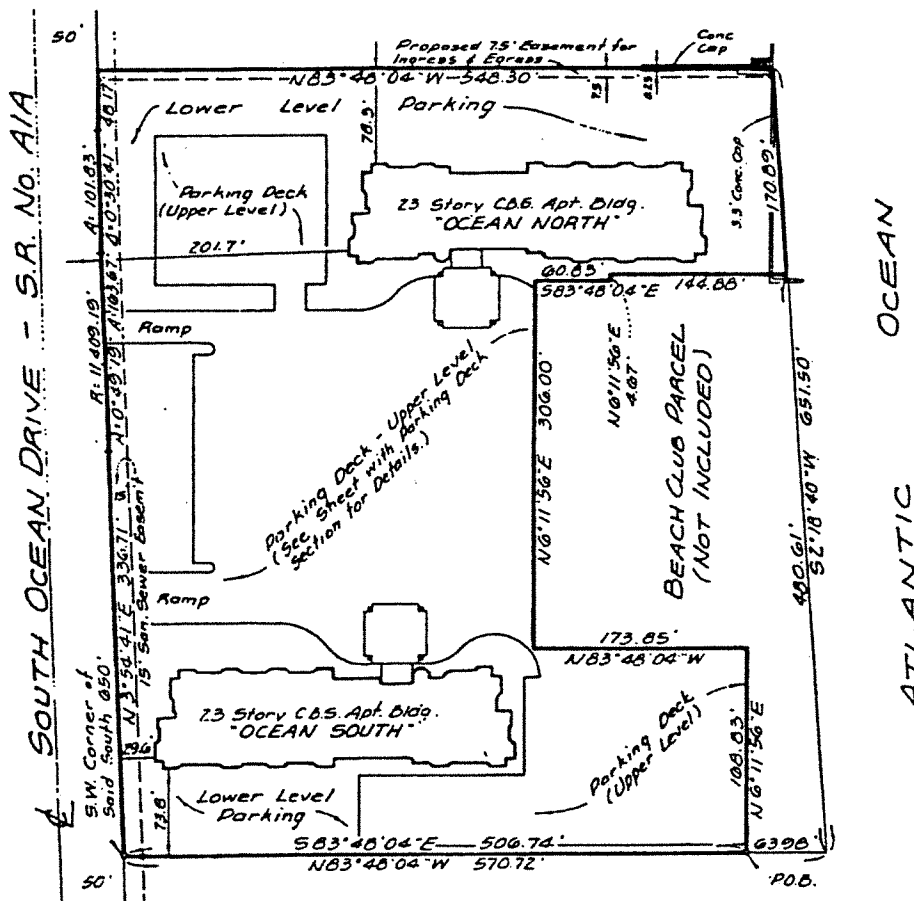
DESCRIPTION

The south 650 feet of the north 2350 feet of Tract 2, less the west 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, page 19, of the public records of Broward County, Florida, less that portion described as follows:

Commencing at the southwest corner of said south 650 feet, said point being located 50 feet east of the centerline of S. Ocean Blvd., run S. 83°48'04"E. along the south line of said parcel 506.74 feet to a point of beginning for this description: thence, N. 6°11'56"E. 168.83 feet; thence, N. 83°48'04"W. 173.85 feet; thence, N. 6°11'56"E. 306.00 feet; thence, S. 83°48'04"E. 60.83 feet; thence, N. 6°11'56"E. 4.67 feet; thence, S. 83°48'04"E. 144.88 feet; thence, S. 2°18'40"W. 480.61 feet; thence, N. 83°48'04"W. 63.98 feet to the point of beginning.



SCALE:  
1"=100'



TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

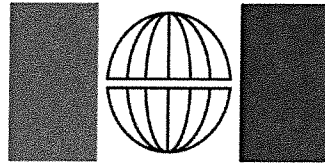
I, MAURICE E. BERRY II, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown. I further certify that the survey represented hereon meets the requirements of the Florida Land Title Association and that this plat is true and correct.

Dated at Hollywood, Broward County, Florida, this 9 day of FEB., A.D. 1970.

M. E. BERRY & ASSOCIATES  
2015 HOLLYWOOD BOULEVARD  
HOLLYWOOD, FLORIDA 33020  
PHONE: 933-6888

*Maurice E. Berry*  
MAURICE E. BERRY II  
Registered Land Surveyor No. 1721  
STATE OF FLORIDA

EXHIBIT B - SURVEY



THE HEMISPHERES

# OWNERSHIP INTEREST

Exhibit C to Condominium Declaration  
Establishing The Hemispheres

THE HEMISPHERES

ALLOCATION OF OWNERSHIP  
INTERESTS IN THE COMMON ELEMENTS

BAY NORTH BUILDING

	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	BN L – 1	.031007
Apartment	BN L – D	.056943
	BN L - E	.046803
	BN L - F	.093085
	BN L - G	.090940
MEZZANINE (LOBBY)		
Comm. Unit	BN M - 1	.005395
Apartment	BN M-D	.056943
	BN M-E	.046803
	BN M-F	.093085
	BN M-G	.090940
	BN M-J	.042642
	BN M-K	.081190
	BN M-L	.042642
	BN M-M	.056943
	BN M-N	.056943
	BN M-P	.056943
	BN M-Q	.056943
	BN M-R	.093085
	BN M-S	.093085

## BAY NORTH BUILDING (CONTINUED)

### FLOORS 2 THROUGH 18, INCLUSIVE

Each apartment unit whose  
identification in the Survey  
ends with the letter:

A	.042642
B	.056943
C	.056943
D	.056943
E	.056943
F	.093085
G	.093085
H	.042642
J	.042642
K	.084375
L	.042642
M	.056943
N	.056943
P	.056943
Q	.056943
R	.093085
S	.093085

### PENTHOUSE FLOOR

Apartment	BN PH -A	.042642
	BN PH-B	.058893
	BN PH-C	.058893
	BN PH-D	.058893
	BN PH-E	.058893
	BN PH-F	.098936
	BN PH-G	.098936
	BN PH-H	.042642
	BN PH-J	.042642
	BN PH-K	.088405
	BN PH-L	.042642
	BN PH-M	.058893
	BN PH-N	.058893
	BN PH-P	.058893
	BN PH-Q	.058893
	BN PH-R	.098936
	BN PH-S	.098936

## BAY SOUTH BUILDING

	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	BS L- I	.041147
	BS L-2	.031332
	BS L-3	.026717
	BS L-4	.044202
Apartment	BS L-M	.063054
	BS L-N	.059803
	BS L-P	.098676
	BS L-Q	.121947
MEZZANINE (LOBBY)		
Apartment	BS M-C	.063054
	BS MZN	.059554
	BS M-D	.053433
	BS M-E	.121947
	BS M-F	.098676
	BS M-H	.087625
	BS M-J	.087625
	BS M-K	.063054
	BS M-L	.063054
	BS M-M	.063054
	BS M-P	.098676
	BS M-Q	.121947
FLOORS 2 THROUGH 22, INCLUSIVE		
Each apartment unit whose identification in the Survey ends with the letter:		
	A	.063054
	B	.063054
	C	.063054
	D	.121947
	E	.098676
	F	.087625
	G	.087625

# BAY SOUTH BUILDING (CONTINUED)

H	.087625
J	.087625
K	.063054
L	.063054
M	.063054
N	.063054
P	.098676
Q	.121947

## PENTHOUSE FLOOR

### Apartment

BS PH-A	.065784
BS PH-B	.065784
BS PH-C	.065784
BS PH-D	.065784
BS PH-E	.130657
BS PH-F	.104916
BS PH-G	.091655
BS PH-H	.091655
BS PH-j	.091655
BS PH-K	.065784
BS PH-L	.065784
BS PH-M	.065784
BS PH-N	.065784
BS PH-P	.104916
BS PH-Q	.130657

# OCEAN NORTH BUILDING

	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	ON L-1	.009881
	ON L-2	.018071
	ON L-3	.026326
	ON L-4	.013001
	ON L-5	.108946
	ON L-6	.108946
Apartment	ON L-C	.050183
	ON L-D	.063054
	ON L-E	.121947
	ON L-F	.097896
MEZZANINE (LOBBY)		
Apartment	ON M-C	.050183
	ON M-D	.063054
	ON M-E	.121947
	ON M-F	.098676
	ON M-H	.087625
	ON M-J	.080865
	ON M-K	.059803
	ON M-L	.063054
	ON M-M	.063054
	ON M-N	.063054
	ON M-P	.098676
	ON M-Q	.121947

## FLOORS 2 THROUGH 22, INCLUSIVE

Each apartment unit whose  
identification in the Survey  
ends with the letter:

A	.063054
B	.063054
C	.063054
D	.063054

# OCEAN NORTH BUILDING (CONTINUED)

E	.121947
F	.098676
G	.087625
H	.087625
J	.087625
K	.063054
L	.063054
M	.063054
N	.063054
P	.098676
Q	.121947

## PENTHOUSE FLOOR

Apartment	ON PH-A	.065784
	ON PH-B	.065784
	ON PH-C	.065784
	ON PH-D	.065784
	ON PH-E	.130657
	ON PH-F	.104916
	ON PH-G	.091655
	ON PH-H	.091655
	ON PH-J	.091655
	ON PH-K	.065784
	ON PH-L	.065784
	ON PH-M	.065784
	ON PH-N	.065784
	ON PH-P	.104916
	ON PH-Q	.130657

# OCEAN SOUTH BUILDING

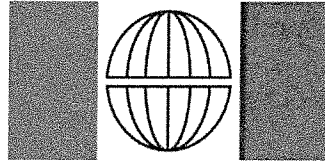
	Unit (as identified in the Survey)	Percentage Ownership
GROUND FLOOR (LANAI)		
Comm. Unit	OS L-1	.073584
	OS L-2	.021646
	OS L-3	-0-
MEZZANINE (LOBBY)		
Apartment	OS M-C	.063054
	OS M-D	.053433
	OS M-E	.121947
	OS M-F	.097896
	OS M-H	.087625
	OS M-J	.087625
	OS M-K	.059803
	OS M-L	.063054
	OS M-M	.063054
	OS M-N	.063054
	OS M-P	.098676
	OS M-Q	.121947
FLOORS 2 THROUGH 22, INCLUSIVE		
Each apartment unit whose identification in the Survey ends with the letter:		
	A	.063054
	B	.063054
	C	.063054
	D	.063054
	E	.121947
	F	.098676
	G	.087625
	H	.087625
	I	.087625
	K	.063054
	L	.063054
	M	.063054
	N	.063054
	P	.098676
	Q	.121947

## OCEAN SOUTH BUILDING

(Continued)

### PENTHOUSE FLOOR

Apartment	OS PH-A	.065784
	OS PH-B	.065784
	OS PH-C	.065784
	OS PH-D	.065784
	OS PH-E	.130657
	OS PH-F	.104916
	OS PH-G	.091655
	OS PH-H	.091655
	OS PH-J	.091655
	OS PH-K	.065784
	OS PH-L	.065784
	OS PH-M	.065784
	OS PH-N	.065784
	OS PH-P	.104916
	OS PH-Q	.130657



THE HEMISPHERES

# INCORPORATION

Exhibit D to the Condominium Declaration  
Establishing The Hemispheres

ARTICLES OF INCORPORATION OF  
THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.,

A corporation not for profit

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes and certify as follows:

ARTICLE I

Name of Corporation

The name of the corporation shall be THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity, pursuant to the Condominium Act of the State of Florida, which shall be responsible for the operation of a condominium, located in the City of Hallandale, Broward County, Florida, known as THE HEMISPHERES (hereinafter called the "Condominium"), which has been established by the recordation in the Public Records of Broward County, Florida, of a Condominium Declaration (hereinafter called the "Declaration") made by The Hemispheres Development Corporation, a Florida corporation. A complete description of the Condominium, including a legal description thereof, is contained in the Declaration.

ARTICLE III

Definitions

- A. Common Elements. All of the Condominium other than the units.
- B. Common Expenses. All expenses for the maintenance, operation, repair or replacement of the Common Elements and of those portions of the Units which, pursuant to the Declaration, are to be maintained or replaced by the Association, and any valid charge against or expenses of the Condominium as a whole, including but not limited to any other expense which is described in the Declaration as a Common Expense.
- C. Owner. An owner of a Unit.
- D. Unit. A Unit as defined in the Condominium Act of the State of Florida.

## ARTICLE IV

### Members

The Members of the Association shall consist of all of the record Owners of Units in the Condominium. After the Condominium and the Association shall have been created, change of membership in the Association shall be effected by the recordation in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a Unit in the Condominium and by the delivery to the Association of a certified copy of such instrument; the Owner designated by such instrument shall thereby become a Member of the Association and the membership of the prior Owner of such Unit shall thereby be terminated with respect to that Unit. If the Condominium shall be terminated, the Members of the Association shall consist of those persons who shall be Members at the time of such termination, and their successors and assigns. The share of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

## ARTICLE V

### Voting

On all matters on which the Members shall be entitled to vote, there shall be only one vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner or Owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any Member own more than one unit, such Member shall be entitled to exercise or cast such number of votes as shall equal the number of Units owned by him.

## ARTICLE VI

### Term

The Association shall have perpetual existence.

## ARTICLE VII

### Powers

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit which shall not conflict with the terms of these Articles.
- B. The Association shall have all of the powers and duties set forth in the Condominium Act and in the Declaration, and all of the powers reasonably necessary for the administration of the affairs of the Condominium, including but not limited to the following:

1. To make and establish reasonable rules and regulations governing the use of the Condominium or portions thereof;
2. To levy and collect assessments against Members of the Association to defray the Common Expenses of the Condominium, and to utilize the proceeds of assessments in the exercise of its powers and duties;
3. To maintain, repair, replace and operate the Condominium and the property comprising the same, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property;
4. To employ and dismiss personnel necessary for the maintenance and operation of the Condominium;
5. To contract for the operation and management of the Condominium and to delegate to the contracting party all of the powers and duties of the Association except those which may be specifically required to be exercised by the membership of the Association, those approvals specifically required of the Board of Directors and any powers whose delegation is expressly prohibited by the Declaration or these Articles.
6. To purchase, lease or otherwise acquire, in the name of the Association or its designee, Units offered for sale or lease or surrendered by their owners to the Association and to purchase Units at foreclosure or other judicial sales in the name of the Association or its designee;
7. To sell, lease, mortgage, vote the votes appurtenant to or otherwise deal with Units acquired by, and to sublease Units leased by, the Association or its designee;
8. To obtain insurance for the Condominium;
9. To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association, and the rules and regulations governing the use of the Condominium;
10. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Association requires, leaseholds, easements, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to land of the Condominium, to provide enjoyment, recreation or other use or benefits to the Owners of Units, all as may be deemed by the Board of Directors to be in the best interest of the Association;

11. To repair and improve or alter the Condominium, and to repair and restore the Condominium or portions thereof after damage or destruction as a result of condemnation or eminent domain proceedings.

## ARTICLE VIII

### Directors

The affairs of the Association shall be managed by a Board which shall consist of that number of directors (but not less than three) determined pursuant to the Bylaws; and, in the absence of such determination, shall consist of three directors. Directors need not be Members of the Association. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

LAWRENCE WILKOV

4510 Fillmore Street  
Hollywood, Florida

HERBERT RABIN

5106 Roosevelt Street  
Hollywood, Florida

FRANK TAYLOR

7904 West Drive, Apt. 308  
North Bay Village  
Miami Beach, Florida

## ARTICLE IX

### Officers

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall determine. The President shall be elected from among the members of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

LAWRENCE WILKOV

President

HERBERT RABIN

Vice President and Assistant Secretary

FRANK TAYLOR

Secretary and Treasurer

## ARTICLE X

### Subscribers

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

LAWRENCE WILKOV	4510 Fillmore Street Hollywood, Florida
HERBERT RABIN	5106 Roosevelt Street Hollywood, Florida
FRANK TAYLOR	7904 West Drive, Apt. 308 North Bay Village Miami Beach, Florida

## ARTICLE XI

### Bylaws

The original Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded only in such manner as the Bylaws may provide.

## ARTICLE XII

### Contracts

No contract or other transaction or act of the Association with or with relation to any person, firm, association or corporation (hereinafter collectively called "Contracting Party") shall, in the absence of fraud, be invalidated or otherwise affected by the fact that any Member, director or officer of the Association (hereinafter referred to as "Association Party") is a member, stockholder, director or officer of, or is otherwise interested in, such Contracting Party. Any Association Party, or any Contracting Party of which any Association Party may be a member, stockholder, director or officer, may be a party to or may be otherwise interested in any contract or other transaction with the Association, provided that the fact that he individually or as a member, stockholder, director or officer of such Contracting Party is a party or is so interested shall be disclosed or shall have been known to the Members of the Association. Any Association Party who is such a member, stockholder, director or officer of such Contracting Party, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Members of the Association which shall authorize any such contract or other transaction, and may vote or otherwise act thereat with like force and effect as if he were not such a member, stockholder, director or officer of such Contracting Party or not so interested.

### ARTICLE XIII

#### Indemnification

No member of the Board of Directors and no officer of the Association shall be liable to the Members of the Association or to the Association for any mistake of judgment, negligence or otherwise, except for his own individual willful misconduct or bad faith. Each director or officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, whether or not he is a director or officer at the time such expenses are incurred, 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, except when he is adjudged guilty of willful misconduct or bad faith in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and shall not be exclusive of all other rights to which such director or officer may be entitled.

### ARTICLE XIV

#### Amendments

Amendments to the Articles of incorporation shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association prior to the meeting. Such approvals or disapprovals must be by a majority vote of unit owners present at a duly called meeting of the Association, at which a quorum is present.
- C. Notwithstanding the foregoing provisions, no amendment shall make changes in the qualifications for membership or the voting rights of Members without the approval in writing of all Members and the joinder of all record owners of mortgages upon the Condominium, and no amendment shall be made which is in conflict with the Condominium Act or the Declaration.

D . A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

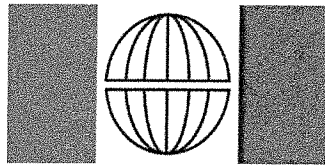
STATE OF FLORIDA

COUNTY OF DADE

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ . before me personally came Lawrence Wilkov, Herbert Rabin and Frank Taylor to me well known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they duly acknowledged to me that they executed the same for the purposes therein expressed.

---

Notary Public, State of Florida at Large  
My Commission Expires:



THE HEMISPHERES

# BYLAWS

EXHIBIT E TO CONDOMINIUM DECLARATION  
ESTABLISHING THE HEMISPHERES

(The following is a substantial rewording of sections VI (A) and VI (B) of Article VI of the Bylaws, see Sections VI(A) and VI (B) of the Bylaws as amended in Official Records Books 13194, at Page 742, of the Public Records of Broward County, Florida, of the 19th day of February 1986 for present text).

BYLAWS OF THE HEMISPHERES CONDOMINIUM ASSOCIATION. INC,

I. Identity. These are the Bylaws of The Hemispheres Condominium Association, Inc. (the "Association"), a corporation not for profit organized under the laws of the State of Florida for the purpose of administering the operation and management of a condominium pursuant to the Condominium Act of the State of Florida. Said condominium was established pursuant to a Condominium Declaration (the "Declaration") made by The Hemispheres Development Corporation (the "Developer"), is known as The Hemispheres (the "Condominium"), and is located in the City of Hallandale, Broward County, Florida.

II. Certain Definitions. The terms used in these Bylaws which are defined in the Condominium Act of the State of Florida and in the Declaration shall have the meanings (Except as herein expressly otherwise provided or unless the context otherwise required) assigned to such terms in the Condominium Act and in said Declaration; and, where a conflict in meanings shall exist, the Declaration shall control. The term "Member" as used herein shall mean a Member of the Association.

III. Office. The office of the Condominium and of the Board of Directors of the Association shall be located at 1980 South Ocean Drive, Hallandale, Florida, or at such other place in Broward County as may be designated by the Board.

IV. Fiscal Year. The fiscal year of the Association shall be the calendar year.

V. Seal. The seal of the Association shall be circular in form and shall contain the name of the Association, the year of incorporation, and the words "Corporation not for profit" "Florida" and "Seal".

VI. Directors.

A. Number, Qualifications and Term. The Board of Directors shall be comprised of nine (9) persons. Until such time as the developer shall no longer have the right, by law, to appoint one director, there shall be eight (8) directorships subject to the electoral process. When the developer no longer has a designated Director on the Board, all nine (9) directorships shall be filled by election. Each director position filled by the electoral process shall serve for one year or until such time as a successor shall be elected.

Except for the Director appointed by the Developer, all Directors shall be unit owners, spouses of unit owners, parents, grandparents or children of unit owners, as long as such qualified individuals are actually residents of the Hemispheres.

A.1. Nominations. The Board of Directors shall appoint a Nominating Committee consisting of three (3) unit owners or spouses, parents, grandparents or children of unit owners before the tenth (10th) day of January each year to present a slate of candidates to the Board of Directors as required. No sitting Director or member of the immediate family may serve on this Committee. The slate of candidates must be presented to the Board of Directors no later than the first (1st) day of February each year. All candidates nominated by the committee must have allowed at least a one year hiatus to expire subsequent to prior service on the Board of Directors. This one year hiatus does not apply to those individuals nominated, by petition or from the floor. Any qualified person as set forth in VI(A) and VI(A.1) who files a written petition signed by no fewer than sixty-five unit owners (which unit owners shall be designated as sponsor) shall automatically qualify as a nominee and candidate for a director position. The names of all individuals qualifying by Petition shall appear as nominees on all Proxy Forms and Ballots. Nominating Petitions shall be supplied by the Secretary, Board of Directors, upon request. Completed Nominating Petitions shall be filed with the Secretary no less than fifty (50) days prior to the Annual Meeting of the Members. Additional nominations for director ships may be made from the floor at the time of the Annual Meeting Election shall be by Proxy and/or Ballot. Each person voting shall be entitled to vote for no more nominees than there are Director positions to be filled.

B. Election of Directors. Commencing with the 1990 Annual Meeting and thereafter, the Board of Directors shall consist of (9) persons, reduced from the eleven person Board of Directors of the preceding year. Five (5) Members of the prior Board of Directors will continue to serve the one (1) remaining year of their original two (2) year term. Four (4) additional Directors shall be elected at this Meeting making a total of nine (9). The Nominating Committee shall present a slate of not more than seven (7) candidates which will be added to those candidates, if any, nominated by Petition or from the floor. The three candidates receiving the greatest number of votes shall serve for a two (2) year term and the fourth shall serve for a one (1) year term.

Commencing with the 1991 Annual Meeting, the nominating committee shall present a slate of not more than nine (9) candidates which shall be added to those candidates, if any, nominated by Petition or from the floor. Six (6) candidates will be elected; the three candidates receiving the greatest number of votes shall serve for a three (3) year term and the remaining three (3) shall serve for a two (2) year term.

Commencing with the 1992 Annual Meeting and thereafter, the Nominating Committee shall present a slate of not more than six (6) candidates which will be added to those candidates, if any, nominated by petition or from the floor. Three candidates shall be elected to serve for a three (3) year term.

C. Powers and Duties. The Board of Directors shall have all of the powers and duties which are necessary for the administration of the affairs of the Condominium, including all of the powers and duties of the Association provided by the Condominium Act, the Declaration, the Charter, and these Bylaws, subject only to the approval of the Members when such approval is specifically required.

C.1. Rules and Regulations. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units and common elements of the Condominium, and any other facilities or services made available to the unit owners. All Rules and Regulations shall be approved by a majority of the members of the Board. The costs and expenses, including attorneys fees, of enforcement of any of the Rules and Regulations shall be assessed against any unit owner violating said Rules and Regulations, in the same manner as provided in Section 10 of the Declaration of Condominium.

D. Manager. The Board of Directors may employ for the Condominium a managing agent or manager, at a compensation established by the Board, to perform such duties and services as it shall authorize. The Board of Directors may delegate to the managing agent or manager all of the powers granted to the Board other than those specifically required to be exercised by the membership of the Association those approvals specifically required of the Board and any powers whose delegation is expressly prohibited by the Declaration or the Charter.

E. Removal of Members of the Board. At any regular or special meeting of the Members, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Members and a successor may then and there, or thereafter, be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

F. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Members shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed or until a successor shall be elected at the next annual meeting of the Members.

G. Organization Meeting. The first meeting of the directors following the annual meeting of the Members shall be held within ten days at such time and place as shall have been fixed by the Members at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present thereat.

H. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of a regular meeting of the Board shall be given to each member of the Board, by mail or telegraph, at least three business days prior to the day named for such meeting.

I. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten business days' notice given to each member of the Board, by mail or telegraph, stating the time, place and purpose of the meeting. Special meetings of the Board shall also be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

J. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all of the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

K. Quorum and Required Vote. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

L. Compensation. Except for compensation of expenses incurred in connection with Association business, no compensation shall be paid to directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

M. Board Meetings Open to Unit Owners; Notice Required. All regular or special meetings of the Board of Directors shall be open to all unit owners and adequate notice of all such meetings shall be given in accordance with the Condominium Act. Notice of any meeting at which assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

## VII. Meetings of Members.

A. Annual Meetings. The annual meeting of the members shall be held within 90 days after the close of each succeeding calendar year, on a date fixed by the Board of Directors. At such meeting a new Board of Directors shall be elected by proxy and/or ballot of the members (unless dispensed with by unanimous consent) in accordance with the requirements of these Bylaws. The members may transact such other business at such meeting as may properly come before them.

B. Place of Meetings. Meetings of the Members shall be held at the Condominium or at such other place as may be designated by the Board of Directors.

C. Special Meetings. Special meetings of the Members shall be held whenever called by the President. It shall be the duty of the President to call a special meeting if so directed by a resolution of the Board of Directors or upon written request of a majority of the Members. Business transacted at such meeting shall be confined to the purposes set forth in the notice thereof.

D. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual and special meeting of the Members, at least 20 but not more than 30 days prior to such meeting, except for the annual meeting at which a proposed budget for common expenses is considered, which budget meeting shall require notice to Members not less than 30 days prior to the meeting and said notice shall be accompanied by a copy of the proposed annual budget of common expenses. The purpose of each meeting shall be included with the notice, as well as the time and place the meeting is to be held, and such notice shall be mailed to each member at his address as it shall appear on the books of the Association. The mailing of a notice of meeting in such manner shall be considered service of notice.

E. Adjournment of Meetings. If any meeting of Members cannot be held because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

F. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the vote appurtenant to such Unit at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or owners so designated. Any or all of such Owners may be present at any meeting of Members and (those constituting a group acting unanimously) may vote or take any other action as a Member either in person or by proxy. A fiduciary shall be the voting Member with respect to any Unit owned in a fiduciary capacity.

G. Quorum and Required Vote. The presence in person or by proxy of 40% of the unit owners shall constitute a quorum at all meetings of the Members. When a quorum is present at any meeting, action by the members at such meeting shall be by a plurality of the votes cast at the meeting unless the question is one upon which, under the provisions of the Declaration, the Charter, the Condominium Act or these Bylaws, a different vote shall be required in which case such requirements shall govern and control the decision of such question.

H. Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll call.
2. Proof of notice of meeting.
3. Reading of minutes of previous meeting.
4. Reports of officers.
5. Report of Board of Directors.
6. Reports of committees.
7. Election of inspectors of election (when so required).
8. Election of members of the Board of Directors (when so required)
9. Unfinished business.
10. New business
11. Adjournment

#### VIII. Officers

A. Election and Removal of Officers. Officers of the Association shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the directors at any meeting.

B. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a Florida non-profit corporation, including but not limited to the power to appoint committees from among the Members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.

C. Vice President. The Vice President shall take the place of the President and shall perform his duties, whenever the President shall be absent or be unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

D. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a Florida non-profit corporation. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have the responsibility of Condominium funds and securities and shall be responsible for keeping full and accurate books of account and financial records showing all receipt and disbursements and for preparing all required financial data.

F. Compensation of Officers. Except for Compensation of expenses incurred in connection with Association business, all officers of the Association shall serve without compensation.

IX. Fiscal Management. Provisions for fiscal management of the Association set forth in its Charter and in the Declaration shall be supplemented by the following provisions:

A. Determination of Common Expenses and Fixing of Assessments. The Board shall from time to time, and at least annually, review and adopt the budget of the Condominium and the determination of assessments among the members of common expenses. Copies of the proposed budget and proposed assessments shall be transmitted to each member. In the event that the budget shall be subsequently amended, a copy of the amended budget shall be furnished to each member concerned. Delivery of said documents to each member shall not affect the liability of any member for any such assessment nor shall delivery of such documents be considered a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to bear the costs and expenses of the operation or management, or in the event of emergencies. The budget shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following: amounts necessary for maintaining and operating Common Elements and Club Facilities, office expenses, Utility Services, casualty and liability insurance, administration and reserves (operating and replacement), management fees, amounts to be used for capital expenditures, for additional improvements or additional personal property to be part of the Common

Elements, and an amount for working capital, or to make up any deficits in Common Expenses for any prior year.

B. Assessments. Assessments against the Members for their shares of the Common Expenses shall be made promptly after the annual budget is prepared as aforesaid. Such assessment, if not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments of such assessments shall be due and payable in advance on the first day of each month until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, an amended budget and assessment may be approved by the Board of Directors.

C. Acceleration of Assessment Installments Upon Default. If a Member shall be in default in the payment of an installment upon an assessment for a period of 15 days, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Member, and the unpaid balance of the assessment shall then come due upon the date stated in the notice.

D. Assessments for Emergencies. Assessments for Common Expenses for emergencies which cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the members concerned. All assessments for emergencies must be approved by a majority of the Board of Directors.

E. Special Assessments. If any Member shall violate any provision of the Declaration, the Charter, these Bylaws, or the Rules and Regulations adopted by the Board of Directors, the costs of the Association in enjoining, abating or remediating such violation shall be collectible by the Association from said Member by such assessment or otherwise.

F. Depository. In the event that the funds of the Association are not placed under the control of the managing agent or manager, the depository of the Association shall be such bank or banks as shall be selected from time to time by the Board of Directors and in which the monies of the Association shall be deposited, and withdrawal of such monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

G. Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each Member no later than April 1 of the year following the year for which the audit shall be made.

X. Parliamentary Rules. Roberts Rules of Order shall govern the conduct of corporate proceedings, when not in conflict with the Charter and these Bylaws.

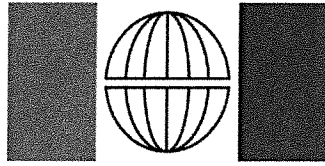
XI. Amendments. These Bylaws may be amended in the following manner.

A. Notice. Notice of the subject matter of a proposed amendment to these Bylaws shall be included in the notice of any meeting of the Members of the Association at which a proposed amendment is considered.

B. Proposed Approval of Amendment. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association prior to the meeting. Such approvals or disapprovals must be by not less than a majority of the votes of unit owners present at a duly called meeting of the Association, at which a quorum is present.

C. Proviso. Notwithstanding the foregoing provisions, no amendment shall make changes in the qualifications for membership or the voting rights of Members without the approval in writing of all Members and the joiner of all record owners of mortgages upon the Condominium, and no amendment shall be made which is in conflict with the Condominium Act or the Declaration.

D. Recording. A copy of each amendment shall be recorded in the Public Records of Broward County, Florida.



THE HEMISPHERES

# CLUB FACILITIES

Exhibit F to the Condominium Declaration  
Establishing the Hemispheres

CLUB FACILITIES

The Hemispheres Condominium Association, Inc., purchased the Hemispheres Club Lease on October 31, 1980, and is the Fee Owner of the Ocean Club and Yacht Club parcels, more particularly described as follows:

PARCEL A

YACHT CLUB PARCEL

That portion of the South 500 feet of the North 2350 feet of Tract 1, less the East 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeast corner of said South 500 feet, said point being located 50 feet West of the centerline of South Ocean Boulevard, run North 83°148'04" West along the South line of said parcel 331.01 feet to a point of beginning for this description; thence North, 6°11'56" East 69.33 feet; thence, North 83°48'04" West 3.67 feet; thence, North 6°11'56" East 59.67 feet; thence, North 83°48'04" West 123.33 feet; thence North, 6°11'56" East 67.17 feet; thence, South 83°48'04" East 17.78 feet; thence, North 6°11'56" East 159.25 feet; thence, North 83°48'04" West 176.00 feet; thence, North 6°11'56" East 144.58 feet; thence, North 83°48'04" West 39.18 feet; thence, South 6°57'15" West 500.04 feet; thence, South 83°48'04" East 328.05 feet to the point of beginning.

PARCEL B

OCEAN CLUB PARCEL

That portion of the South 650 feet of the North 2350 feet of Tract 2, less the West 17 feet thereof, of "SECOND AMENDED PLAT OF SEMINOLE BEACH", as recorded in Plat Book 15, Page 19, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said South 650 feet, said point being located 50 feet east of the centerline of South Ocean Boulevard, run South 83°48'04" East along the South line of said parcel 506.74 feet to a point of beginning for this description; thence, North 6°11'56" East 168.83 feet; thence, North 83°48'04" West 173.85 feet; thence, North 6°11'56" East 306.00 feet; thence, South 83°48'04" East 60.83 feet; thence, North 6°11'56" East 4.67 feet; thence, South 83°48'04" East 144.88 feet, thence, South 2°18'40" West 480.61 feet; thence, North 83°48'04" West 63.98 feet to the point of beginning.