

12.15

65- 44156

OFF REC 3014 PAGE 467

DECLARATION OF CONDOMINIUM
of
GRANADA HOUSE
CONDOMINIUM APARTMENTS

Table of Contents

		<u>Page</u>
1)	PURPOSE	
	.1 Name	1
	.2 The land	1
	.3 Recreational facilities	1
2)	DEFINITIONS	1-A
	.1 Apartment	2
	.2 Apartment owner	2
	.3 Association	2
	.4 Common elements	2
	.5 Common expenses	2
	.6 Singular, plural, gender	2
	.7 Utility services	2
3)	DEVELOPMENT PLAN	
	.1 Plan	2
	.2 Easements	2
	.3 Improvements - Apartment building	2
	.4 Apartments - General provisions	3
	(a) Boundaries	3
	(b) Easements for Utilities	3
4)	THE BUILDING	
	.1 Plans	3
	.2 Apartments	3
	.3 Appurtenances to apartments	4
	(a) Common elements and common surplus	4
	(b) Association	4
	.4 Common expenses	4
5)	MAINTENANCE	
	.1 Apartments	5
	(a) By the Association	5
	(b) By the Apartment Owner	5
	(c) Alteration and Improvement	5
	.2 Common elements	5
	(a) By the Association	5
	(b) Alteration and Improvement	5
6)	ASSESSMENTS	
	.1 Share of common expense	6
	.2 Interest; application of payments	6
	.3 Lien for assessments	6
	.4 Rental pending foreclosure	6

85 MAY 12 PM 1:44

De.

3400

	<u>Page</u>
7) ASSOCIATION	
.1 Name	6
.2 Powers	6
.3 Members	6
(a) Qualification	7
(b) Change of membership	7
(c) Voting rights	7
(d) Designation of voting representative	7
(e) Approval or disapproval of matters	7
(f) Restraint upon assignment	7
.4 Board of Directors	7
.5 Indemnification	7
.6 Limitation of liability	7
.7 The By-Laws	8
.8 Agent to receive service of process	8
.9 Property in trust	8
8) INSURANCE	
.1 Authority to purchase	8
.2 Coverage	8
(a) Casualty	8
(1) Loss or damage by fire	9
(2) Other risks	9
(b) Public liability	9
(c) Workmens' Compensation	9
.3 Premiums	9
.4 Insurance trustee; shares of proceeds	9
(a) Common elements	9
(b) Apartments	9
(1) Building restored	9
(2) Building not restored	9
(c) Mortgagees	9
.5 Distribution of proceeds	9
(a) Expense of the trust	10
(b) Reconstruction or repair	10
(c) Failure to reconstruct or repair	10
(d) Certificate	10
.6 Association as Agent	10
9) RECONSTRUCTION OR REPAIR AFTER CASUALTY	
.1 Determination to reconstruct or repair	10
(a) Common element	10
(b) Apartment building	10
(1) Partial destruction	10
(2) Total destruction	10
(c) Plans and specifications	10
(d) Certificate	10
.2 Responsibility	11
.3 Estimates of costs	11
.4 Assessments	11
.5 Construction funds	11
(a) Association	11
(b) Insurance Trustee	11
(1) Apartment owner	11

RECEIVED

	<u>Page</u>
(2) Association - lesser damage	12
(3) Association - major damage	12
(4) Surplus	12
(5) Certificate	12
10) USE RESTRICTIONS	12
.1 Apartments	12
.2 Common elements	12
.3 Nuisances	12
.4 Lawful use	12
.5 Leasing	13
.6 Regulations	13
11) MAINTENANCE OF COMMUNITY INTERESTS	13
.1 Sale	13
(a) Notice to Association	13
(b) Approval by Association	13
(c) Approval of Corporate purchaser	13
(d) Disapproval by Association	14
(e) Failure to provide purchaser	14
.2 Lease	14
(a) Notice to Association	14
(b) Approval by Association	14
(c) Approval of corporate lessee	14
(d) Disapproval by Association	14
.3 Gift	14
(a) Notice to Association	14
(b) Approval by Association	15
(c) Approval of corporate Donee	15
(d) Disapproval by Association	15
(e) Failure to provide purchaser	15
.4 Devise or Inheritance	15
(a) Notice to Association	15
(b) Approval by Association	15
(c) Approval of corporate owner	16
(d) Disapproval by Association	16
(e) Failure to provide purchaser	16
.5 Other Transfers	16
(a) Notice to Association	16
(b) Approval by Association	16
(c) Approval of corporate Owner	16
(d) Disapproval by Association	16
(e) Failure to provide purchaser	17
.6 Mortgage	17
.7 Exceptions	17
.8 Unauthorized transactions	17
.9 Notice of lien or suit	17
(a) Notice of lien	17
(b) Notice of suit	17
(c) Failure to comply	18
.10 Provisions pertaining to Developer	18

GRANADA HOUSE - Declaration

		<u>Page</u>
12)	COMPLIANCE AND DEFAULT	
	.1 Negligence	18
	.2 Costs and attorney's fees	18
	.3 No waiver of rights	19
13)	AMENDMENT	
	.1 Notice	19
	.2 Resolution	19
	.3 Recording	19
	.4 Agreement	19
	.5 Proviso	19
14)	TERMINATION	
	.1 Destruction	19
	.2 Shares of owners after termination	19
15)	SEVERABILITY	20
16)	SIGNATURES	20
17)	ACKNOWLEDGMENT	20

EXHIBITS

- A Plans
- B By-Laws

DECLARATION OF CONDOMINIUM
of
GRANADA HOUSE CONDOMINIUM APARTMENTS
A Condominium

201 North Ocean Boulevard
Pompano Beach, Florida

MADE this 11th day of May, 1965, by GRANADA SALES CORPORATION, a Florida corporation, herein called "Developer", for itself, its successors, grantees and assigns.

WHEREIN the developer makes the following declarations:

- 1) PURPOSE: The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Florida Statutes, Chapter 711, herein called the "Condominium Act".
- 1. Name. The name by which this condominium is to be identified is GRANADA HOUSE CONDOMINIUM APARTMENTS, a condominium.
- 2. The Land. The lands owned by developer, which are hereby submitted to the condominium form of ownership, are the following described lands lying, situate and being in Broward County, Florida, to wit:

The North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying between Riverside Drive and State Road A-1-A, less the following described parcel:

Begin at the intersection of the South line of the said North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East (being coincident with the Northerly Right-of-Way line of Northeast 2nd Street) with the Westerly Right-of-Way line of State Road A-1-A (as now constructed and used); thence run Northeasterly, along said State Road A-1-A Right-of-Way line for 203.40 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street, for 53.84 feet; thence run Southwesterly, parallel with the aforesaid Westerly Right-of-Way line of State Road A-1-A for 68.48 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 122.88 feet; thence deflect 60° 00' 00" to the left and run Southwesterly for 118.70 feet; thence run Southerly, at right angles to the next described course for 30.01 feet; thence run Easterly, along the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 212.28 feet to the Point of Beginning, lying and being in Broward County, Florida.

.3 Recreational facilities. The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses.

The Association is expressly authorized to acquire by assignment the lessee's interest in that certain 99-Year Lease dated May 11, 1965, wherein Pompano Beach Bank & Trust Co., as Trustee, is Lessor, and Granada Sales Corporation is Lessee, wherein the following described lands situate, lying and being in Broward County, Florida, are demised, to wit:

A portion of the North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, being more particularly described as follows:

Begin at the intersection of the South line of the said North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East (being coincident with the Northerly Right-of-Way line of Northeast 2nd Street) with the Westerly Right-of-Way line of State Road A-1-A (as now constructed and used); thence run Northeasterly, along said State Road A-1-A Right-of-Way line for 203.40 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street, for 53.84 feet; thence run Southwesterly, parallel with the aforesaid Westerly Right-of-Way line of State Road A-1-A for 68.48 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 122.88 feet; thence deflect 60° 00' 00" to the left and run Southwesterly for 118.70 feet; thence run Southerly, at right angles to the next described course for 30.01 feet; thence run Easterly, along the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 212.28 feet to the Point of Beginning, lying and being in Broward County, Florida and containing 0.7 acre, more or less;

2) DEFINITIONS: The terms used herein and in the by-laws shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

- .1 Apartment means unit as defined by the Condominium Act.
- .2 Apartment owner means unit owner as defined by the Condominium Act,
- .3 Association means GRANADA HOUSE ASSOCIATION, and its successors.
- .4 Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, as well as the items stated in the Condominium Act.

.5 Common expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association.

(b) Expenses declared common expenses by provisions of this declaration or the by-laws.

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

.7 Utility services as used in the Condominium Act and construed with reference to this condominium, and as used in the declaration and by-laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal.

3) DEVELOPMENT PLAN: The condominium shall be developed in the following manner:

.1 Plan. The improvements shall be placed upon the land, and located substantially as depicted upon the plan which is attached as Exhibit A.

.2 Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium.

.3 Improvements. The improvements shall be constructed upon the land; include and are limited to the following:

(a) Apartment building. The condominium consists of an apartment building designated as "The Building" upon said plot plan, more particularly described in Section 4. Such apartment building shall be constructed substantially in accordance with the plan which is Exhibit A.

.4 Apartments - General Provisions. The following provisions shall apply to each apartment:

(a) Boundaries. Each apartment is composed of the apartment, less that portion of the basic building structure lying within each apartment's maximum dimensions shown on the plan attached hereto as Exhibit A.

The boundary lines of each apartment are the unfinished surfaces of ceilings and floors, perimeter walls and any interior walls that are shown within the maximum limits of each apartment that is shaded on the plan (Exhibit A) and described as common element.

All spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the perimeter walls, floors, bearing columns, bearing walls and bearing partitions, and above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment, as well as all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to the apartments and to the Common Elements, constitute part of the Common Elements.

(b) Easements for utilities. The easements through an apartment for utilities shall be only according to the plans and specifications for the building containing the apartment, or as the building is constructed, unless approved by the apartment owner.

4) THE BUILDING.

.1 Plans. The building consists of twelve floors and a penthouse floor, which are more particularly described upon Exhibit A which is attached hereto and which correctly represents the matters therein contained.

After completion, this Declaration may be amended in order to show the completion by filing a certificate of an architect, engineer, or surveyor, certifying that the building has been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such certificate when signed and acknowledged by Developer shall constitute an amendment of this Declaration, without approval of the Association and apartment owners elsewhere required for an amendment.

.2 Apartments. The apartments in the Building are identified and briefly described as follows:

Each apartment is identified by specific numerical designation on the attached plan which is Exhibit A, and no apartment bears the same designation as any other apartment.

Those apartments designated with the numerical suffix -03, -04, -07, -08, -11 and -12 are 2-bedroom, 2-bath apartments; and the numerical prefix 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 designates the floor on which each such apartment is located, the prefix PH designating the penthouse floor.

Those apartments designated with the numerical suffix -01, -02, -05, -06, -09 and -10 are 1-bedroom, 1-bath apartments and the numerical prefix 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 designates the floor on which each such apartment is located, the prefix PH designating the penthouse floor.

The locations and dimensions of said apartments are more particularly described upon the building plans of the Building which are attached hereto as exhibits.

The recreation room is designated as such on the plan (Exhibit A), and is located on the first floor, and is part of the Common Elements.

.3 Appurtenances to apartments. The appurtenances to said apartment include certain shares and interests in the condominium property, including but not limited to the following items which are appurtenant to the several apartments as indicated:

(a) Common elements and common surplus

An undivided .008200 share to each apartment with the numerical suffix -04, -08, and -12;

An undivided .007250 share to each apartment with the numerical suffix -03, -07, and -11;

An undivided .005367 share as to apartment 110;

An undivided .005371 share to each apartment with the numerical suffix -01, -02, -05, -06, -09, and -10, except apartment 110.

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

.4 Common expenses. Each apartment owner shall be liable for a proportionate share of common expenses, such share being the same

DACF 475

as the undivided share in the common elements which is appurtenant to his apartment.

5) MAINTENANCE: The responsibility for the maintenance of the condominium property shall be as follows:

. 1 Apartments.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floors, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

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

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

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

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Neither an apartment owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all other apartments affected thereby and the approval of the Board of Directors of the Association. A copy of the 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.

. 2 Common elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(b) Alteration and Improvement. There shall be no alteration nor improvement of common elements without prior approval in

writing by the record owners of all of the apartments; provided, however, that any alteration or improvements of the common elements bearing the approval in writing of the record owners of not less than 80 apartments, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

6) ASSESSMENTS: The making and collection of assessments against apartment owners for common expenses shall be pursuant to the by-laws and subject to the following provisions:

. 1 Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, including but not limited to the rent, taxes and other payments which the Association is bound to pay, and shall share in the common surplus, such shares being the same as his undivided share in the common elements, which shares are as follows:

An undivided .008200 share to each apartment with the numerical suffix -04, -08, and -12;

An undivided .007250 share to each apartment with the numerical suffix -03, -07, and -11;

An undivided .005367 share to apartment 110;

An undivided .005371 share to each apartment with the numerical suffix -01, -02, -05, -06, -09, and -10, except apartment 110.

. 2 Interest; application of payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

. 3 Lien for assessments. The Association shall have a lien against each apartment for such apartment's share of common expense. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

. 4 Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a Receiver to collect the same.

7) ASSOCIATION: The operation of the condominium shall be by an unincorporated association pursuant to Section 12 of the Condominium Act which shall be organized and shall fulfill its functions pursuant to the following provisions:

. 1 Name. The name of the Association shall be GRANADA HOUSE ASSOCIATION.

. 2 Powers. The powers and duties of the Association shall include those set forth in the Condominium Act, and those set forth in this Declaration and the by-laws of the Association.

. 3 Members.

(a) Qualification. The members of the Association shall consist of all of the record owners of apartments.

(b) Change of membership. Change of membership in the Association shall be established by the recording in the Public Records of Broward County, Fla., of a deed or other instrument establishing a record title to a condominium parcel and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(c) Voting rights. There shall be only 152 votes cast by Association members, there being one vote for each apartment. The vote for an apartment shall be cast by the owner thereof or the owner of a possessory interest therein, or in the case of a corporate owner by an officer or employee thereof. Owners of more than one apartment shall be entitled to cast one vote for each apartment owned.

(d) Designation of voting representative. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the officer or employee thereof entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. If such a certificate is not on file with the secretary of the Association for an apartment owned by more than one person or by a corporation, the membership or vote of the apartment concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the apartment. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

(e) Approval or disapproval of matters. Whenever the approval or disapproval of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this declaration.

(f) Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

. 4 Board of Directors. The affairs of the Association shall be conducted by a Board of five Directors, who shall be designated in the manner provided in the by-laws.

. 5 Indemnification. Every Director and every 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 in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director of officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

. 6 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

. 7 The By-Laws. The By-Laws of the Association shall be in the form attached hereto as Exhibit "B".

. 8 Agent to receive service of process. The following person, who is a resident of the State of Florida, is designated as agent to receive service of process upon the Association:

Name: HERMAN I. BRETAN
 Address: 16 Southwest First Avenue
 Miami, Florida

who may resign but who shall serve until his replacement has been designated by the Board of Directors of the Association and the name and residence address of the successor resident agent are filed in the Office of the Clerk of the Circuit Court in and for Broward County, Florida.

. 9 Property in trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the By-Laws. All funds in the hands of the Association at year end shall be deemed held by the Association as agent for the members.

8) INSURANCE: The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

. 1 Authority to purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements thereof shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, but all such insurance shall be obtained from an insurance company from which the Association purchases policies covering the same risk, liability or peril, upon the condominium property if the Association has such coverage.

. 2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall

GRANADA HOUSE

be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief,

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

(c) Workmens' compensation policy to meet the requirements of law,

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

. 4 Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to POMPANO BEACH BANK AND TRUST COMPANY, Pompano Beach, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements -- an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

(1) When the building is to be restored -- for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

(2) When the building is not to be restored -- an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartments.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

. 6 Association as Agent. The Association is hereby irrevocably appointed Agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

9) Reconstruction or repair after casualty:

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

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

(b) Apartment building.

(1) Partial destruction. If the damaged improvement is an apartment building, and if any apartment in the condominium is tenable, the damaged property shall be reconstructed or repaired.

(2) Total destruction. If none of the apartments in the condominium are tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within 60 days after the casualty the owners of 75 per cent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or according to plans and specifications approved by the Board of Directors of the Association, and if the building is an apartment building by the owners of all apartments therein, which approvals shall not be unreasonably withheld.

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

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

. 3 Estimates of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

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

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

(a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee.

In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the

Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and, further provided, that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10) USE RESTRICTIONS: The use of the property of the condominium shall be in accordance with the following provisions:

.1 Apartments. Each of the apartments shall be occupied only by a single family as a residence and for no other purpose.

.2 Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of

the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

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

.5 Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the Lessee and his family and guests. No rooms may be rented, and no transient tenants may be accommodated.

.6 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 90 votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

11) MAINTENANCE OF COMMUNITY INTERESTS: In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of apartments by any owner other than the developer shall be subject to the following provisions so long as the condominium exists:

.1 Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner. The approval of the Association shall be obtained in the following manner;

(a) Notice to Association. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonable require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Approval by Association. Within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the purchaser is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the proposed transaction, and if the notice thereof given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser, the price to be paid shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty days after the approval of the purchaser by the Association, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

. 2 Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner. The approval of the Association shall be obtained in the following manner:

(a) Notice to Association. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. It may be reasonably contemplated that any tenant occupancy would burden the association's maintenance of the common elements and may require additional costs and expenses, including but not limited to, licensing with state, county and municipal governmental agencies. As a condition precedent to the approval of any proposed lease, the Association may require the apartment owner to pay any actual as well as contemplated additional expenses incurred, or that might be incurred during the term of the lease.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the lessee.

(c) Approval of corporate lessee. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the lessee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the proposed lease is not approved by the Association, the owner shall be so advised in writing, and the lease shall not be made.

. 3 Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association, which shall be obtained in the following manner:

(a) Notice to Association. The donee shall give to the Association notice of the gift, together with such information concerning

the donee as the Association may reasonably require, and a certified copy of the deed evidencing donee's title.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the donee and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate donee. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the donee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, then within thirty days after receipt of such notice and information, the Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(e) Failure to provide purchaser. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment and shall fail to provide a purchaser as hereinabove required, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

. 4 Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association which shall be obtained in the following manner:

(a) Notice to Association. The apartment owner shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the donee and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate owner. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the apartment owner is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, then within thirty days after receipt of such notice and information, the Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(e) Failure to provide purchaser. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment and shall fail to provide a purchaser as hereinabove required, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

. 5 Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in this section entitled "Maintenance of Community Interests", the continuance of his ownership of his apartment shall be subject to the approval of the Association, which shall be obtained in the following manner:

(a) Notice to Association. The apartment owner shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary, in recordable form, and shall be delivered to the donee and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate owner. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the apartment owner is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, then within thirty days after receipt of such notice and information, the

D A C F A O 7

Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(e) Failure to provide purchaser. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment and shall fail to provide a purchaser as hereinabove required, then notwithstanding the disapproval, such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

. 6 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, federal savings and loan association, or an apartment owner. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

. 7 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

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

. 9 Notice of lien or suit.

(a) Notice of lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes, and special assessments within five days after the attaching of the lien.

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

D A C F A O O

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

.10 Provisions pertaining to developer. For so long as the developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve developer from any obligations of an apartment owner to pay assessments as to each apartment owned by it in accordance with the condominium documents.

(a) For so long as the developer owns any apartments, a majority of the Board of Directors of the Association shall be selected by the developer and such members as may be selected by the developer need not be residents in the apartment building.

(b) The developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

(c) Proviso. Provided that until the developer has completed and sold all of the apartments, or until December 31, 1968, whichever event shall occur first, neither the apartment owners, nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

12) COMPLIANCE AND DEFAULT: Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guest, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

.2 Costs and attorney's fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

. 3 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restrictions or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

13) AMENDMENTS: Until the Developer has sold all of the apartments, or until December 31, 1968, whichever occurs first, and subject always to the proviso of sub-paragraph . 5 hereof, the Developer may amend this Declaration of Condominium and the By-Laws of GRANADA HOUSE ASSOCIATION by recording such amendment in the Public Records of Broward County, Florida. Thereafter, this Declaration of Condominium and the By-Laws of GRANADA HOUSE ASSOCIATION may be amended in the following manner:

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

. 2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than three Directors and by not less than seventy-five per cent (75%) of the members of the Association.

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

. 4 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

. 5 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any condominium parcel nor increase the owner's liability for common expenses unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

14) TERMINATION: The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

. 1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

. 2 Shares of owners after termination. After termination of the condominium, the apartment owners shall own the condominium property as tenants in common in undivided shares, and their respective mortgagees and lienees shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

GRANADA HOUSE - Declaration

15) SEVERABILITY: The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANADA SALES CORPORATION, A Florida corporation;

Sherrill Butler

By *Joseph Cozen* President

Lee Cozen
Witnesses

Attest: *Lee Cozen* Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JOSEPH COGEN and LEE COGEN respectively as President and Secretary of GRANADA SALES CORPORATION, a Florida corporation, to me personally known, and this day acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Declaration of Condominium.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at FORT LAUDERDALE, said County and State, this 11th day of May, A. D. 1965.

My Commission expires: 7-1-67

Sherrill Butler
Notary Public, State of Florida at Large



EXHIBIT B

BY-LAWS

of

GRANADA HOUSE ASSOCIATION

Table of Contents

	<u>Page</u>
1) IDENTITY	
.1 Office	ii
.2 Fiscal year	1
2) MEMBERS' MEETINGS	
.1 Annual members' meeting	1
.2 Special members' meetings	1
.3 Notice of all members' meetings	1
.4 Quorum	1
.5 Proxies	1
.6 Adjourned meetings	1
.7 Order of business	2
3) BOARD OF DIRECTORS	
.1 Membership	2
.2 Designation of Directors	2
.3 Term	2
.4 Organization meeting	2
.5 Regular meetings	2
.6 Special meetings	3
.7 Waiver of notice	3
.8 Quorum	3
.9 Presiding officer	3
.10 Directors' fees	3
4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS	
.1 Maintenance	3
.2 To make and collect assessments	3
.3 To use the proceeds	3
.4 To purchase insurance	3
.5 Reconstruction	3
.6 To approve or disapprove of the transfer, mortgage and ownership	4
.7 To enforce	4
.8 To contract for management	4
.9 To employ personnel	4
5) OFFICERS	
.1 Executive Officers	4
.2 President	4
.3 Vice President	4
.4 Secretary	4
.5 Treasurer	4
.6 Compensation	4

GRANADA HOUSE - Declaration

EXHIBIT B (Cont'd.)

	<u>Page</u>
6) FISCAL MANAGEMENT	5
.1 Budget	5
.2 Assessments for recurring common expense	5
.3 Acceleration fo assessment installments	5
.4 Assessments for emergencies	5
.5 Depository	5
.6 Audit	5
.7 Fidelity bonds	6
7) PARLIAMENTARY RULES	6
8) AMENDMENTS	6
.1 Notice	6
.2 Resolution	6
.3 Recording	6
.4 Agreement	6
.5 Proviso	6

BY-LAWS

of

GRANADA HOUSE ASSOCIATION

1) IDENTITY:

These are the By-Laws of GRANADA HOUSE ASSOCIATION, an association organized pursuant to Florida Statutes, Chapter 711, herein called the Condominium Act, for the purpose of administering GRANADA HOUSE, a condominium located upon the following lands in Broward County, Florida:

The North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying between Riverside Drive and State Road A-1-A; less the following described parcel:

Begin at the intersection of the South line of the said North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East (being coincident with the Northerly Right-of-Way line of Northeast 2nd Street) with the Westerly Right-of-Way line of State Road A-1-A (as now constructed and used); thence run Northeasterly, along said State Road A-1-A Right-of-Way line for 203.40 feet; thence run Westerly,

GRANADA HOUSE - By-Laws

EXHIBIT B

parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street, for 53.84 feet; thence run Southwesterly, parallel with the aforesaid Westerly Right-of-Way line of State Road A-1-A for 68.48 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 122.88 feet; thence deflect 60° 00' 00" to the left and run Southwesterly for 118.70 feet; thence run Southerly, at right angles to the next described course for 30.01 feet; thence run Easterly, along the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 212.28 feet to the Point of Beginning, lying and being in Broward County, Florida.

. 1 The office of the Association shall be at the GRANADA HOUSE, 201 North Ocean Boulevard, Pompano Beach, Florida.

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

2) MEMBERS' MEETINGS:

. 1 The annual members' meeting shall be held at the office of the corporation at 8:00 o'clock p. m., Eastern Standard Time, on the first Wednesday in March of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day. The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

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

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

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

. 5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. When a quorum is present at any meeting, the holders of a majority of the voting right present in person or

EXHIBIT B

represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the Statutes, the Declaration of Condominium, or of the By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

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

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

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

3) BOARD OF DIRECTORS:

. 1 Membership. The affairs of the Association shall be managed by a Board of five Directors.

. 2 Designation of Directors shall be in the following manner:

- (a) The Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
- (b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- (c) Any Director may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

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

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

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

EXHIBIT B

of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three days prior to the day named for such meeting.

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

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

. 8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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

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

4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

. 1 The maintenance, repair, replacement and operation of the condominium property.

. 2 To make and collect assessments against members to defray the costs of the condominium.

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

. 4 The purchase of insurance upon the condominium property.

. 5 The reconstruction of improvements after casualty and the further improvement of the property.

GRANADA HOUSE - By-Laws

EXHIBIT B

. 6 To approve or disapprove of the transfer, mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

. 7 To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws, and the regulations for the use of the property in the condominium.

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

. 9 To employ personnel to perform the services required for proper operation of the condominium.

5) OFFICERS

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

. 2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

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

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

. 6 The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude

the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

6) FISCAL MANAGEMENT

. 1 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

. 2 Assessments for recurring common expense. Assessments for recurring common expense shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal consecutive monthly installments on the first day of each month for the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by a new assessment. The total of the assessments for recurring common expense shall be not more than 105 per cent of the assessments for this purpose for the prior year unless approved in writing by two-thirds of the apartment owners entitled to cast votes in the Association. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by two-thirds of the apartment owners entitled to cast votes in the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The first assessment shall be determined by the Board of Directors of the Association.

. 3 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

. 4 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half of such apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association may require.

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

. 6 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be

GRANADA HOUSE - By-Laws

EXHIBIT B

furnished to each member not later than April 1 of the year following the year for which the report is made.

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

7) PARLIAMENTARY RULES

Robert's Rules of Order (Latest Edition) shall govern the conduct of Association meetings, when not in conflict with the Declaration of Condominium or these By-Laws.

8) AMENDMENTS

These By-Laws may be amended in the following manner:

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

. 2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than three Directors and by not less than seventy-five per cent (75%) of the members of the Association.

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

. 4 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

. 5 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any condominium parcel nor increase the owner's liability for common expenses unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

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

D A C E 4 0 0

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

89142901

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as described in OR Book 3014 at Page 467 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 8 of the By-Laws, that is by proposal of the Board of Directors and approval by 66 2/3% of the members of the Association at a meeting held March 14, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 31st day of March, 1989, at the City of Pompano Beach, Broward County, Florida.

By: Robert C. Thompson
President

Attest: Clayton J. Brantley
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 31st day of March, 1989, personally appeared Robert C. Thompson and Clayton J. Brantley, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Donna S. Holden
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES SEP. 27, 1990.
BROWARD COUNTY NOTARY PUBLIC REGISTRATION

BK 16342PG0536

13
2 gm

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF GRANADA HOUSE CONDOMINIUM APARTMENTS
AND BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

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

1. Fifty-Sixth Amendment- Amendment to Paragraph 8) .1, Declaration of Condominium, as follows:

8) INSURANCE:

1. Authority to Purchase: . . . Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense. Apartment owners shall be responsible for insuring the floor coverings, wall coverings, and ceiling coverings within their Apartment, and these items shall not be covered by the Association's insurance policies on the condominium property.

2. Fifty-Seventh Amendment- Amendment to Paragraph 11), Declaration of Condominium, as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS: . . .

~~In addition a fee not to exceed the prevailing legal fee allowed by the Florida Condominium Act of October 17, 1974, shall be charged for each Board action involving the sale, lease, gift, devise or inheritance, and any other transfer of title. Notice to the Association of any transfer of an Apartment shall be accompanied by a transfer fee in the amount of \$50.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, or such other amount as provided in the Condominium Act, as amended from time to time, to cover costs incident to the determination of approval. The Notice shall not be complete unless the fee is paid, and no application for transfer shall be considered by the Board unless accompanied by the fee.~~

3. Fifty-Eighth Amendment- Amendment to Paragraph 11) .1(b), Declaration of Condominium, as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS: . . .

.1 Sale. . . .

(b) Approval by Association. Within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in the certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida. When the sale of an Apartment is completed, the new Apartment owner(s) shall provide to the Association a copy of the recorded warranty deed, in order to establish membership in the Association.

BR16342PG0537

4. Fifty-Ninth Amendment- Amendment to Paragraph 3) .2, By-Laws, as follows:

3) BOARD OF DIRECTORS: . . .

.2 Designation of Directors shall be in the following manner:

(c) Any Director may be removed from office, with or without cause, by concurrence of two-thirds a majority of the members of the Association at a special meeting of the members called for that purpose, or by agreement in writing. . . .

5. Sixtieth Amendment- Amendment to Paragraph 3) .3, By-Laws, as follows:

3) BOARD OF DIRECTORS:

.3 The term of each Director's service shall be from January 1st following election to December 31st and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided; ~~however, in no instance shall a Director serve more than two consecutive full one-year terms. A Director may be re-elected after there has been a one-year minimum interval following two consecutive one-year terms in office.~~

6. Sixty-First Amendment- Amendment to Paragraph 6) .7, By-Laws, as follows:

6) FISCAL MANAGEMENT:

.7 Fidelity Bonds shall be required ~~provided~~ by the Board of Directors, ~~from~~ for all officers, Directors, and employees of the Association and/or any contractor handling or responsible for Association funds. The amount of such bonds shall be determined ~~by the Directors in such amounts as are required by the Condominium Act, as amended from time to time.~~ The Premiums on such bonds shall be paid by the Association.

BR16342PG0538

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

92170078

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS
AND BYLAWS AND HOUSE RULES AND REGULATIONS
OF GRANADA HOUSE ASSOCIATION, INC.

APR 20 1 53 PM '92

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominiums, Bylaws and House Rules and Regulations, an exhibit to the Declaration of Condominium of Granada House Condominium Apartments as described in Book 3014, Page 467 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article 10, Sec. 6 and Article 13 of the Declaration of Condominium, and Article 8 of the Bylaws, that is by proposal of the Board of Directors and approved by 66 2/3% of the members of the Association by written agreement in lieu of a meeting.

IN WITNESS WHEREOF, Granada House Association, Inc. by its President and Secretary, duly authorized in the premises, have here unto executed same this 20th day of April, 1992.

GRANADA HOUSE ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

By C. Richard O'Neill
C. Richard O'Neill, President

Attest: Frank Zwaska
Frank Zwaska, Secretary

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

On this 20th day of April, 1992, personally appeared C. Richard O'Neill and Frank Zwaska, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Lanita Jean Brown
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: July 3, 1996
BROWARD COUNTY, FLORIDA

This Instrument was prepared by
Granada House Association, Inc.
By C. Richard O'Neill, President
201 North Ocean Boulevard
Pompano Beach, Fl. 33062

EX 1939980817

W. Bee

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Sixty-Second Amendment: Amendment to Article 6),
Section .2 of the Declaration of Condominium, as follows:

6) ASSESSMENTS: . . .

.2 Interest; Application of Payments; Administrative
Late Charge. Assessments and installments thereon paid on
or before 10 days after the date when due shall not bear
interest, but all sums not paid on or before 10 days after
the date when due shall bear interest at the rate of ten
(10%) percent per annum from the date when due until paid.
In addition to the interest, the Association shall charge an
administrative late fee, in the amount of \$15.00, or such
other amount as the Board of Directors shall determine from
time to time, up to the highest amount allowed by law, as
assessed from time to time, for each delinquent installment
that the payment is late. All payments upon account shall
be first applied to interest, then to late charges, any
costs and reasonable attorney's fees incurred in the collection
process, and then to the assessment payment first due.

Sixty-Third Amendment: Amendment to Declaration
of Condominium, Article 11), to add a new Section .2(e), as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS:

. . .

.2 Lease. . .

a1 Collection of Rental by Association. No
lease of any apartment shall be valid unless the owner and
each proposed lessee agree, in writing, that, should the
owner become delinquent in the payment of any assessment or
installment thereon due the Association, the lessee shall
pay directly to the Association, on demand, any rental
payments due to the owner. The Association shall be granted
the full right and authority to demand and receive the
entire rent due from the lessee(s) and deduct from the rent
all assessments, interest, costs and attorney's fees, if
any, due to the Association. The balance, if any, shall be
forwarded to the unit owner at such place as the owner may
designate in writing. At such time as the delinquency no
longer exists, the Association shall cease to demand any
payments directly from the lessee(s), until such time as the
owner again becomes delinquent in payment of assessments.
The Board of Directors shall have the authority to adopt a
form Lease Addendum which shall be executed by lessee(s) and
owner in order to implement this provision.

Sixty-Fourth Amendment: Amendment to By-Laws,
Article 3), Section .2(b), as follows:

(b) Except as to vacancies provided by removal of
Directors by members, vacancies in the Board of Directors
occurring between annual meetings of members shall be filled
by the remaining Directors, until then next annual meeting.
At that time, a replacement Director shall be elected to fill
the remaining term of the seat which has been vacated.

BR 79399P00512

Sixty-Fifth Amendment: Amendment to By-Laws,
Article 3), Section .3, as follows:

3) BOARD OF DIRECTORS:

...

3. Commencing with the annual members' meeting of 1992, directors shall be elected for the following terms:

The three (3) persons receiving the highest number of votes shall be elected as Directors for three (3) year terms. The two (2) persons receiving the next highest number of votes will be elected as Directors for two (2) year terms. The two (2) persons receiving the sixth and seventh highest number of votes shall be elected as Directors for one (1) year terms. Thereafter, all Directors shall be elected for three (3) year terms, as their respective terms expire. In the event of a tie, the final determination shall be made by draw of playing cards. One suit of the deck shall be used, with ace high, and any candidate involved in the tie, or in the event there are only seven (7) candidates for the Board seats, then the seven candidates, shall draw a card, and the terms shall be set according to the highest card drawn, with the three highest card holders winning the three-year term, the next two highest card holders winning the two-year term, and the lowest two card holders winning the one-year term if the entire slate is drawing. The term of each Director's service shall be from January 1st following election to December 31st of the year in which the Director's term expires and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Sixty-Sixth Amendment: House Rules and Regulations
Rule 14.f., as follows:

14. SWIMMING POOL:

...

f. Children under 5 1/2 years of age are not permitted in the pool. All other children must be closely supervised by owners or tenants or the parents of the children at all times responsible.

Sixty-Seventh Amendment: House Rules and Regulations
Amend Rule 3.B; repeal 3.F; substitute new paragraph for 3.f and add new paragraphs 3.G and 3.H as follows:

3. GUESTS AND VISITORS:

- B. Absentee Owners and lessees must notify office in writing and identify relatives or friends who will occupy their apartment be staying with them, giving their names and length of stay.
- F. Guest using any apartment for more than 30 days without the recorded owner being in residence must obtain approval from the Board of Directors. Immediate family members -- owner's parents, children or step-children, grandchildren or step-grandchildren, brothers, sisters, nieces, nephews and the respective spouses of the aforementioned, with owner's consent may occupy owner's apartment without owner being present providing they are over 18 years of age if no other adult is present and have been registered by owner with the office giving their full name and age of each prior to their taking occupancy of said owner's apartment. All of said immediate family members must notify office upon their arrival.
- G. No other relatives, friends or guests of the owner or lessee may occupy the apartment in the absence of owner or lessee.
- H. Immediate family members, other relatives, friends or guests of the owner staying longer than 30 cumulative days in any one calendar year must obtain the approval of the Board of Directors.

BR 1989980513

Sixty-Eighth Amendment: House Rules and Regulations
No. 4

4. LEASES

- A. All leases must be approved by the Board of Directors. They shall be for a minimum of four consecutive months in any one year period. Only one lease will be approved in any twelve-month period. All lessees must be approved by the Interview or Screening Committee and pay the usual application fee. An executed copy of all leases must be on file with the office before lessee takes possession of the leased apartment. ALL LESSEES MUST REGISTER AT THE OFFICE UPON ARRIVAL. Leasing of an apartment shall not be permitted until after two (2) years of occupancy-by-owner ownership of the apartment.
- B. Anyone found violating Rule 3.F, 3.G and 3.H and 4, by the Board of Directors, after proper notice to the alleged owner violator and hearing before said Board, may be fined up to Fifty Dollars (\$50.00) per day for each day they are found in violation up to a maximum of \$1,000.00, plus all attorney fees, costs and other expenses incurred by the Association to enforce said rules, including non-litigation and pre-litigation attorney's fees incurred in alternative dispute resolution.

Sixty-Ninth Amendment: House Rules and Regulations
Rule 14.1., as follows:

- i. Food, beverages, bottles, cans or glass articles, etc. are not to be used in the pool or patio area unless used in conjunction with an approved function EXCEPT that snacks, beverages, including alcoholic drinks, in non-breakable containers only, shall be permitted between 4:00 P.M. and 7:00 P.M., in the patio area only, but never in the pool at any time.

88126001

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an exhibit to the Declaration of Condominium of Granada House Condominium Apartments as described in Book 3014 at Page 457 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 8 of the By-Laws, that is by proposal of the Board of Directors and approval by 75% of the members of the Association by written agreement in lieu of a meeting.

IN WITNESS WHEREOF, We have affixed our hands this 26th day of March, 1988, at City of Pompano Beach, Broward County, Florida,

By: N. D. Weller
President

Attest: Clayton T. Baines
Secretary



STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 26 day of March, 1988, personally appeared N. D. Weller and Clayton T. Baines, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Walter S. G... ..
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES SEPT. 27, 1991.
POWERED THROUGH NOTARY PUBLIC UNDERWRITERS.

BR 15312PC 648

8/1/88

AMENDMENTS TO DECLARATION OF CONDOMINIUM
AND BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Fifty-Fourth Amendment:

Amendment to Article 13, Section .2 of Declaration of
Condominium, as follows:

13) AMENDMENTS:

.2 Resolution. . . . Such approvals must be by not
less than a majority of Directors and by not less than
~~seventy-five~~ sixty-six and two thirds per cent (~~75~~ 66-2/3%)
of the members of the Association.

Fifty-Fifth Amendment:

Amendment to Article 8, Section .2 of the By-Laws, as
follows:

8) AMENDMENTS

.2 Resolution. . . . Such approval must be by not less
than a majority of Directors and by not less than ~~seventy-~~
~~five~~ sixty-six and two thirds (~~75~~ 66-2/3%) percent of the
members of the Association.

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

BK 15312Pg 649

WILL CALL

This instrument was prepared by:
Ellen G. Hirsch, Esquire,
BECKER & POLLAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

93-38424-1700
08-22-93 10:50

CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium, By-Laws and House Rules and Regulations of Granada House Condominium Apartments, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as recorded in Official Records Book 3014 at Page 467 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium documents.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of August, 1993, at Pompano Beach, Broward County, Florida.

WITNESSES

GRANADA HOUSE ASSOCIATION, INC.

Sign Dorothy E. Hadden

Print Dorothy E. Hadden

Sign Beverly C. Loeber

Print Beverly C. Loeber

By: Judy Safewright
Judy Safewright
Assistant Vice President

Address: 2017 Ocean Blvd
Pompano Beach, FL 33062

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of August, 1993, by Judy Safewright, as Assistant Vice President of Granada House Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced proper name as identification.

NOTARY PUBLIC:

SIGN Dorothy E. Hadden

PRINT Dorothy E. Hadden
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: SEPT. 27, 1994.
BONDED THRU NOTARY PUBLIC UNIT



①
u

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Seventieth Amendment: To Declaration of Condominium,
Section 5).1(a)(3), as follows:

5) MAINTENANCE

.1 Apartments:

(a) By the Association

. . .

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association. This shall apply only to damaged portions of the common elements which are located within the apartment, and shall not include the floor, wall or ceiling coverings within an apartment. The costs of repairing floor, wall and ceiling coverings shall be paid by the owner of the apartment.

(EXPLANATION: The Condominium Act provides that floor, wall and ceiling coverings are not covered by the Association's insurance policies. There have been many questions over the years concerning whether or not the Association is responsible for such repairs when common elements within the apartment are repaired, and this amendment is intended to clarify the answers for everyone and to bring our Documents within the law.)

Seventy-First Amendment: To Declaration of Condominium,
Section 5).1(b)(1), as follows:

5) MAINTENANCE

.1 Apartments:

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners. Each apartment owner shall be responsible and obligated for the maintenance, repair and replacement, as the case may be, of all doors, windows, screens, screen doors, interior walls, floor, wall and ceiling coverings, air conditioning and heating equipment, ovens, ranges, refrigerators, fans and other appliances and equipment. Furthermore, each unit owner shall be responsible to maintain, repair, replace, and insure all pipes, ducts, and all appliances, water heaters, built-in cabinets, electrical connections and wiring, plumbing, conduits, drains, valves and fixtures and their connections, regardless of where same may be located within the owner's apartment, which are required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary services to his apartment.

(EXPLANATION: This amendment is intended to clarify the maintenance responsibilities of each apartment owner, to eliminate the many questions and disputes which have arisen over the years. It contains language which explains the current obligations in more detail, and which matches the

BKMN028PG0233

new language in the Condominium Act which relates to insurance coverage provisions and requirements, as well as follows the current trends in the insurance industry.)

Seventy-Second Amendment: To Declaration of Condominium, Section 5).2(b), as follows:

.2 Common elements.

(b) Alteration and Improvement.

There shall be no alteration nor improvement of common elements without prior approval in writing by the record owners of all the apartments; provided, however, that any alteration or improvements of the common elements bearing the approval in writing of the record owners of not less than 99 apartments, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof. two-thirds (2/3rds) of the voting interests in the Condominium.

(EXPLANATION: This provision of our Documents is a direct violation of the Condominium Act which provides that no owner may be excused from paying any portion of the common expenses unless all other owners are also excused. We need to correct this Document defect, and the Board felt that the approval of 2/3rds of the owners should be required for changes to the common elements.)

Seventy-Third Amendment: To the Declaration of Condominium, Section 8)2.(a), as follows:

8) INSURANCE:

2. Coverage.

(a) Casualty. All buildings and improvements, except as set forth below, upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Provided, however, the owner of each apartment shall, at his own expense, obtain insurance coverage for loss of or damage to furniture, floor, wall and ceiling coverings, furnishings, personal effects and other personal property belonging to such owner. Furthermore, each apartment owner shall insure, regardless of where same may be located, all electrical connections or wiring, plumbing, conduits, pipes, connections, and fixtures which serve only his or her unit and all appliances and built-in cabinets within his/her apartment.

(EXPLANATION: The Condominium Act was changed to provide that unit owners who were required to maintain appliances, built-ins, plumbing and so on for and in their apartments would be required to also insure these improvements. However, because of the way our Documents are written, we will have to adopt an amendment to allow the allocation of the insurance responsibility to the apartment owners. The Board believes this is more fair to all owners, since the Board has no control over the use of the appliances and so on inside the unit, but under the current requirements in our Declaration, all owners are being required to pay for repairs if a resident sets his cabinets on fire in the kitchen).

Seventy-Fourth Amendment: To the By-Laws of the Association, Section 3).6, as follows:

3) BOARD OF DIRECTORS:

BK2 H028P0291

.6 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. ~~The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.~~

(EXPLANATION: The new Condominium Act changes provide that the minutes of the board meetings must reflect the actual votes of all directors on all matters. Therefore, the provision of the By-Laws which allows Directors to be part of the quorum by signing the minutes after the meeting is concluded is no longer legal, and the Board would like it to be eliminated from the Documents to avoid any problem in the future.)

Seventy-Fifth Amendment: To the By-Laws of the Association, Section 4).7, as follows:

4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

.7 To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws, and the regulations for the use of the property in the condominium. In addition to the means for enforcement provided herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in such amounts and in the manner provided for in the Condominium Act, and according to the procedures set forth in the House Rules and Regulations, all as amended from time to time.

(EXPLANATION: The Condominium Law and the Condominium Documents provide that the Association can enforce the Documents by "legal means." At this point, legal means available include mandatory non-binding arbitration, and in certain circumstances, access to the Courts. From time to time, there are violations to the Condominium Documents, such as tenant violations, which would be long over by the time we were able to make our way through the arbitration process or the courts. The Condominium Law allows the Board of Directors to levy fines, after notice and an opportunity to be heard by an independent Grievance Committee, and sets dollar limits on the amount which may be fined. However, the authority to use the fining system must be in the By-Laws. The use of fines has been effective in other communities in encouraging habitual offenders to comply, without incurring a lot of legal fees in the process.)

Seventy-Sixth Amendment: To the By-Laws, Section 6).4, as follows:

6) FISCAL MANAGEMENT

.4 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half of such apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days notice thereof in such manner as the Board of Directors of the Association may require. This shall only apply to assessments for maintenance, repair or replacement of the

BR 1028PC0235

IN WITNESS WHEREOF, and in certification hereof, the Board of Directors of the Granada House Association, Inc., has executed these Amendments this day of January, 1980.

Signed, sealed and delivered in presence of:

GRANADA HOUSE ASSOCIATION, INC. a corporation not for profit.

Elwood K. Harry
Fredrick L. Smith

Elwood K. Harry
President
Fredrick L. Smith
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR



BEFORE ME, the undersigned authority, personally appeared ELWOOD K. HARRY and FREDRICK L. SMITH, respectively, as President and Secretary of GRANADA HOUSE ASSOCIATION, INC., a Florida corporation not for profit, to me personally known, and this day acknowledged before me that they executed the foregoing Amendments to the Declaration and By-Laws of Granada House Condominium Apartments, as such officers of such corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this day of January, 1980.

Margaret A. ...
Notary Public

Notary Public, State of Florida at Large
My Commission Expires March 11, 1983
My commission expires ~~1983~~ *1983*



This instrument prepared by
P. O. Chils
201 N. Ocean Blvd.
Pompano Beach, Florida 33062

118703 PAGE 900



This instrument was prepared by:
 Donna D. Berger, Esquire,
 BECKER & POLIAKOFF, P.A.
 3111 Stirling Road
 Fort Lauderdale, FL 33312

INSTR # 99724870
 OR BK 30064 PG 0985
 RECORDED 12/03/1999 11:06 AM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 1915

CERTIFICATE OF AMENDMENT
 TO THE BY-LAWS OF
 GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as recorded in Official Records Book 3014 at Page 471 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held November 4, 1999, which was adjourned in order to collect outstanding votes and reconvened on Dec 16, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of Dec. 1999, at POMPANO BEACH, Broward County, Florida.

WITNESSES

Sign [Signature]
 Print DERIS HAO NOLAN
 Sign [Signature]
 Print JAMES WELCH

GRANADA HOUSE ASSOCIATION, INC.

By [Signature]
 Beverly Koerber, President
 Address: GRANADA HOUSE ASSOCIATION
201 N. OCEAN BLVD
POMPANO BEACH, FLA 33062

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of December, 1999, by Beverly Koerber, as President of Granada House Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
 Produced Identification
 Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign [Signature]
 Print JOHN JOSEPH NOLAN II
 My Commission expires: Aug 2, 2003

540374_1.DOC



John Joseph Nolan, II
 Commission # 00 860255
 Expires Aug. 2, 2003
 Bonded Thru
 Atlantic Bonding Co., Inc.

AMENDMENTS TO THE
BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Section 2, subsection .1 of the By-Laws, as follows:

2) MEMBERS' MEETINGS:

.1 The annual members' meeting shall be held ~~at the office of the corporation at 8:00 o'clock p.m., Eastern Standard Time, on the second Wednesday in December of each year in the month of January of each year, at a date, time and location to be determined by the Board of Directors,~~ for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members, ~~provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day.~~ The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

2. Amendment to Section 3, subsection .1, of the By-Laws, as follows:

3) Board of Directors

.1 Membership: The affairs of the Association shall be managed by a Board of ~~seven (7)~~ five (5) Directors.

2017 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 719744

Entity Name: GRANADA HOUSE ASSOCIATION, INC.

Current Principal Place of Business:

201 N OCEAN BLVD
POMPANO BEACH, FL 33062

Current Mailing Address:

C/O PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7 SUITE 105
LAUDERDALE LAKES, FL 33319 US

FEI Number: 59-1118992

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7
SUITE 105
LAUDERDALE LAKES, FL 33319 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: SHELDON GOLDBERG

04/26/2017

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title: PRESIDENT
Name: CAPUZZI, GENE
Address: C/O PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7 SUITE 105
City-State-Zip: LAUDERDALE LAKES FL 33319

Title: SECRETARY
Name: GEORGE, KELLY
Address: C/O PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7 SUITE 105
City-State-Zip: LAUDERDALE LAKES FL 33319

Title: TREASURER
Name: HAWKINSON, BRENT
Address: C/O PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7 SUITE 105
City-State-Zip: LAUDERDALE LAKES FL 33319

Title: DIRECTOR
Name: BIANCHI, FRANK
Address: C/O PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7 SUITE 105
City-State-Zip: LAUDERDALE LAKES FL 33319

Title: VP
Name: HAIT, HOWARD
Address: C/O PHOENIX MANAGEMENT SERVICES
4800 N STATE ROAD 7 SUITE 105
City-State-Zip: LAUDERDALE LAKES FL 33319

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: EUGENE CAPUZZI

PRESIDENT

04/26/2017

Electronic Signature of Signing Officer/Director Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
GRANADA HOUSE ASSOCIATION, INC.

Filing Information

Document Number	719744
FE/EIN Number	59-1118992
Date Filed	11/24/1970
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	05/11/2007
Event Effective Date	NONE

Principal Address

201 N Ocean Blvd
Pompano Beach, FL 33062

Changed: 04/26/2017

Mailing Address

c/o Phoenix Management Services
4800 N State Road 7
Suite 105
Lauderdale Lakes, FL 33319

Changed: 04/30/2015

Registered Agent Name & Address

Phoenix Management Services
4800 N State Road 7
Suite 105
Lauderdale Lakes, FL 33319

Name Changed: 04/30/2015

Address Changed: 04/30/2015

Officer/Director Detail

Name & Address

Title President

CAPUZZI, GENE

c/o Phoenix Management Services

4800 N State Road 7

Suite 105

Lauderdale Lakes, FL 33319

Title Secretary

George, Kelly

c/o Phoenix Management Services

4800 N State Road 7

Suite 105

Lauderdale Lakes, FL 33319

Title Treasurer

Hawkinson, Brent

c/o Phoenix Management Services

4800 N State Road 7

Suite 105

Lauderdale Lakes, FL 33319

Title Director

BIANCHI, FRANK

c/o Phoenix Management Services

4800 N State Road 7

Suite 105

Lauderdale Lakes, FL 33319

Title VP

Hait, Howard

c/o Phoenix Management Services

4800 N State Road 7

Suite 105

Lauderdale Lakes, FL 33319

Annual Reports

Report Year	Filed Date
2015	02/05/2015
2016	02/05/2016
2017	04/26/2017

Document Images

[04/26/2017 - ANNUAL REPORT](#)

[View image in PDF format](#)

[02/05/2016 - ANNUAL REPORT](#)

[View image in PDF format](#)

[04/30/2015 - AMENDED ANNUAL REPORT](#)

[View image in PDF format](#)

[02/05/2015 - ANNUAL REPORT](#)

[View image in PDF format](#)

[02/07/2014 - ANNUAL REPORT](#)

[View image in PDF format](#)

[01/23/2013 - ANNUAL REPORT](#)

[View image in PDF format](#)

Detail by Entity Name

04/10/2012 -- ANNUAL REPORT	View image in PDF format
03/09/2011 -- ANNUAL REPORT	View image in PDF format
03/22/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
09/04/2008 -- ANNUAL REPORT	View image in PDF format
05/11/2007 -- REINSTATEMENT	View image in PDF format
02/11/2004 -- ANNUAL REPORT	View image in PDF format
02/10/2003 -- ANNUAL REPORT	View image in PDF format
02/25/2002 -- ANNUAL REPORT	View image in PDF format
03/19/2001 -- ANNUAL REPORT	View image in PDF format
08/03/2000 -- ANNUAL REPORT	View image in PDF format
06/01/1999 -- ANNUAL REPORT	View image in PDF format
05/29/1998 -- ANNUAL REPORT	View image in PDF format
03/20/1997 -- ANNUAL REPORT	View image in PDF format
03/25/1996 -- ANNUAL REPORT	View image in PDF format
04/20/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

GRANADA HOUSE CONDOMINIUM

REVISED RULES AND REGULATIONS

**GRANADA HOUSE
CONDOMINIUM APARTMENTS
201 N. OCEAN BLVD. (AIA)
POMPANO BEACH, FLORIDA 33062**

Table of Contents

1. PURPOSE:	2
2. RESPONSIBILITY:	2
3. GUESTS AND VISITORS:	2
4. LEASES	3
5. INSIDE YOUR APARTMENT	3
6. OUTSIDE YOUR APARTMENT:	5
7. TRASH AND GARBAGE ROOMS	5
8. LAUNDRY ROOMS	6
9. BIN STORAGE ROOMS	6
10. FIRE ESCAPE STAIRS	7
11. PETS	7
12. SOCIAL EVENTS – RECREATION ROOM	7
13. ELEVATORS	8
14. SWIMMING POOL	8
15. SHUFFLEBOARD COURT	9
16. PARKING SPACES AND DRIVEWAYS	9
17. GENERAL	10

**GRANADA HOUSE ASSOCIATION, INC.
REVISED RULES AND REGULATIONS**

1. PURPOSE:

These rules have been adopted to insure harmonious relationships among owners and to provide a well-managed facility with operating conditions conducive to comfort, convenience, and safety.

2. RESPONSIBILITY:

Each Owner, agent, or the property authorized and approved tenant shall be responsible for the conduct of all family members and guests in accordance with these rules and regulations.

3. GUESTS AND VISITORS:

a. Owners/Leases must notify the Management Company in writing of any overnight guests (including family) with name and their length of stay. Identification of guests' vehicles is to be listed in the office.

b. No apartment unit or portion thereof may be used as an abode for paid transients or for any other purpose whatsoever except as a personal residence owner, his immediate family, or other approved tenant. Apartment keys will not be issued to unregistered people without the owner's written authorization.

c. The owner is responsible for acquainting all tenants and guests of the Associations RULES AND REGULATIONS. Guests of owners may not invite other guests or visitors to use the facilities of the Granada House.

d. Immediate family members – owner's parents, children, grandchildren or brothers, sisters of the aforementioned with owner's consent may occupy owner's apartment without owner being present for no more than 30 days providing they are over 21 years of age if no other adult is present and have been registered by owner with the Management Company (in writing) giving their full name and age of each prior to their taking occupancy of said owner's apartment. All of said immediate family members must notify Management Company (in writing) upon their arrival.

e. No other relatives, friends, or guests of the owner or lessee may occupy the apartment in the absence of owner or lessee.

f. Immediate family members, friends or guests of the owner staying longer than 30 cumulative days in any one calendar year must obtain approval of the Board of Directors.

4. LEASES

a. All leases must be approved by the Board of Directors. They shall be for a minimum of four consecutive months in any one year period. Only one lease will be approved in any twelve month period. All lessees must be approved by the Interview or Screening Committee and pay the usual application fee plus a \$1000.00 security deposit. An executed copy of all leases must be on file with the Management Company before lessee takes possession of the leased apartment. ALL LESSEES MUST REGISTER WITH THE MANAGEMENT COMPANY (IN WRITING) UPON ARRIVAL. Leasing of an apartment shall not be permitted until after two (2) years of ownership of the apartment.

b. A lease **will not** be approved if a unit owner is delinquent or repairs to a unit are needed. If a unit owner becomes delinquent while a tenant is in unit, the association has the right to collect rent to cover the cost of the maintenance fee.

c. When renting your unit, you give up the rights to the use of the pool and parking within Granada House. Once your unit becomes vacant, you may use the common areas.

d. Anyone found violating Rules by the Board of Directors, after proper notice to the alleged owner violator and hearing before said Board, may be fined up to Fifty Dollars, (\$50.00) per day for each day they are found in violation up to a maximum of \$1000.00, plus all attorney fees, costs and other expenses incurred by the Association to enforce said rules, including non-litigation and pre-litigation attorney's fees incurred in alternative dispute resolution.

5. INSIDE YOUR APARTMENT

The inside of your apartment is your private home in the same sense as if it were a single dwelling. You own it and are responsible for maintaining it.

The only restrictions are those imposed by law, the Declaration of Condominium and By-Laws, and the House Rules and Regulations.

THE GRANADA HOUSE LIMITATIONS AND REGULATIONS ARE AS FOLLOWS:

- a. No resident may make or create unreasonable noises, odors, or other annoyances which interfere with the rights, comfort, health, or convenience of the other residents.
- b. New installation of doors, floor coverings (carpeting, tile, wood, laminate, etc.) or remodeling to the residence owner's must obtain building permit prior to any installation. Once permit is received please notify the Management Company for Architectural Review Board (ARB) approval.
- c. All unit owners must **have insurance naming** the Granada House as their additional insured.
- d. The maintenance and repair of all facilities, structural parts, equipment, electrical wiring and appliances within each apartment unit including doors, wall, windows, air conditioning, heaters, drains, plumbing fixtures, valves, etc. are the personal responsibility of the owner, and shall be repaired and/or replaced at the owner's expense. This includes all storm shutters, screen doors, or similar devices placed either inside or outside the windows or doors. Any water damage to any apartment is the responsibility of the person or owner of the apartment.
- e. Residents are responsible for taking precautions to prevent water damage through open windows and doors.
- f. Notify the Management Company when apartment is vacant for more than one week. During extended absence authorize someone to inspect apartment regularly and keep all water and sewer traps and drains filled with water to prevent sewer gas flow into apartment. Also, keep the water shut off into the apartment.
- g. Leave one set of keys to your apartment in the office, which will be kept in the Master Key File to use if an emergency arises. If your key is not on file or does not work and the Management Company representative has to access your unit for an emergency, you will be responsible for the lock to be changed and any damage that might occur.

h. Secure all windows and doors when leaving apartment for more than a short period of time. Also set timer on air condition to run a short period each day. All air conditioners must be serviced at least once a year. Consider installing a humidistat on the a/c. No flammable material may be stored in the apartment's air conditioning room.

6. OUTSIDE YOUR APARTMENT:

a. No owner may change the outside appearance of the apartment either structurally or by painting. Nothing shall be placed on the wall or floors of the entrance walkway.

b. Installation of balcony storm shutters must have prior approval of the board as to design and construction. They shall be the sole responsibility of the apartment owner. Leaks into other apartments through the walls due to their improper installation will be the responsibility of the apartment owner where they are installed.

c. Nothing is to be swept, poured, tossed, or shaken off the private balcony or public walkways including cigars, cigarettes or their ashes. Nothing may be placed on the floors, walls, balustrades or rails that could fall or cause injury, or that would diminish the architectural beauty or appearance of the building. Specifically no laundry, bathing suits, towels, carpets, wearing apparel, etc. are to be hung in any way from any balcony.

d. Carpeting is NOT permitted to be placed on balcony. During a hurricane alert, balconies shall be cleared of all movable objects.

7. TRASH AND GARBAGE ROOMS

The following items summarize the actions required to maintain the trash and garbage rooms in a clean and odor free state.

a. Wrap or bag trash or other disposables carefully before dropping down the chute. Nothing heavy shall be placed in the chute. **The chute hours are 8:00 A.M. to 9:00 P.M.**

b. Keep trash room clean and the door closed.

c. Do Not put any cardboard boxes or large kitchen trash bags in chutes that would cause an obstruction back up, fire, explosion, unusual noises, or odor.

d. Newspapers and magazines are to be placed in the basket on the floor next to trash barrel. Keep lid on trash barrel. Please keep the cardboard separate.

e. The large red metal paper container in the northwest portion of the property is **ONLY FOR PAPER AND MAGAZINES – NO CARDBOARD**

f. The large green metal trash container in the northwest portion of the property is for trash broken into manageable size pieces. No appliances, wood pieces, floor covering (carpet), carpet trimmings, or similar residue is permitted and must be taken off the premises. Please arrange for your contractor to remove all items.

g. Bottles, cans, and liquid containers should be cleaned and not thrown down the chute, but should be placed in the trash barrel.

h. No garbage is to be placed in the barrels in the trash room.

8. LAUNDRY ROOMS

a. Laundry Rooms Hours: 7:00 AM to 9:00 PM. Always empty washer and dryer promptly. When finished, clean washer and lint traps in dryers.

b. No clotheslines or racks are permitted. Turn lights off when room is not in use. Do not put sandy garments in washers. Rinse them thoroughly before washing.

c. Maintain a community sense of cleanliness and good order.

9. BIN STORAGE ROOMS

a. Absolutely no flammable material permitted in storage bins. Nothing shall be stored in area outside of bins

10. Management Company/Board of Directors will dispose of items left outside of bin.

10. FIRE ESCAPE STAIRS

Must be kept absolutely free of any objects other than association-installed fire extinguishing equipment. Doors on first level must remain closed and locked against outside entrance at all times. The first floor doors shall be used only as an emergency exit and never as an entrance.

11. PETS

No pets are permitted on the premises at any time. Usual fish or small birds are an exception providing they do not cause a nuisance or disturb the neighbors.

12. SOCIAL EVENTS – RECREATION ROOM

- a. The Recreation Room is your room to enjoy. From time to time it may be reserved for special parties not open to all owners.
- b. Anyone who uses the facilities of the Recreation Room for a private affair must be responsible for cleaning up afterward. At private parties or gatherings of any kind where outsiders participate, a non-refundable fee of \$50.00 will be expected to help cover the cost of electricity, wear and tear on furniture and equipment, and janitor service.
- c. All group functions must be approved by the Board of Directors. All events should be in good taste with a deadline not later than 11:00 PM.
- d. The pool is not included in private functions. The pool is opened to all members, therefore when a function is in progress, please be aware of all unit owners in the pool area.
- e. All reservations for reasonable use of the Recreation Room must be approved by the Board of Directors.

13. ELEVATORS

- a. No smoking permitted. Wear presentable attire. Bathers must wear robe, beach coat, or leisure shirt and foot wear. NO WET BATHING SUITS ALLOWED IN THE ELEVATORS.
- b. Do not delay service with hold button or obstruct door closure.
- c. SERVICE ELEVATOR - When moving or accepting deliveries, the following times are only permitted: Monday through Friday between 9:00 a.m. and 3:00 p.m. When moving furniture or appliances; the wall padding and floor covering must be installed in the service elevator. You must notify the maintenance staff when needed. Notice must be provided to the office or management company during the week with sufficient time for the pads to be installed in the elevators. **NO DELIVERIES OR MOVING IS PERMITTED (IN OR OUT) ON SATURDAY, SUNDAY OR HOLIDAYS.**

14. SWIMMING POOL

- a. Pool hours 8:00 AM to 9:00 PM. Do not use while pool is being serviced or is "Pool Closed" sign is displayed. Observe all posted signs in Pool Area.
- b. Anyone using Pool does so at his/her own risk.
- c. Before entering Pool a Pool Shower is required each time. No person with infectious disease may use pool or patio area.
- d. All suntan lotion must be removed with a soap shower before entering pool.
- e. A full length underlying towel must be used on all patio furniture. All chairs and lounges must be returned to their original place.
- f. Children under 3 years of age are not permitted in the pool. All other children must be closely supervised by owners, tenants, or the parent of the children at all times.

- g. No jumping or diving in the pool is permitted.
- h. Persons coming from the beach must remove tar from feet and sand from body (using outside shower) before entering pool.
- i. Food, beverages, etc are not to be used in the pool or patio area unless used in conjunction with an approved function EXCEPT that snacks, beverages, including alcoholic drinks, in non-breakable containers only shall be permitted in the patio area only, but never in the pool at any time.
- j. All bathers must wear acceptable bathing attire. At no time is a bather to use the lobby or elevator barefoot or in swimsuit only.
- k. No rafts, snorkels, goggles, balls, toys, etc may be used in the pool. All furniture must be kept at least 6 feet from the pool. Umbrellas must be closed when not in use.
- l. Shower Rooms open 8:00 AM to 9:00 PM.

15 SHUFFLEBOARD COURT

Children under 14 years of age must be accompanied by an adult. Any damage to equipment caused by misuse is the responsibility of the owner involved. All equipment must be returned to storage area in Recreation Room. Do not walk on the Shuffleboard Court. Use adjacent alleys.

16. PARKING SPACES AND DRIVEWAYS

a. Owners/renters are to use their designated space only. **Do not use Guest or Granada House spaces except in an emergency.** Parking spaces are intended for passenger car use only. No trucks, trailers, campers, buses, motor homes, recreation vehicles, boats or motorcycles may be parked on the Granada House grounds. If a unit owner or guest is in violation, they could be subject to have their vehicle towed. If vehicle is towed away, it will be at the owner's expense. The exceptions must be approved by the Board of Directors.

b. No commercial vehicles, non-running or unregistered vehicles may be parked in a unit owner's space.

- c. Spaces that are rented or allocated in trust must be documented in writing by the Board of Directors.
- d. Except in inclement weather, all deliveries and pickups shall be made at the rear entrance. Unattended parking is positively not allowed.
- e. All Guest must be registered with the Management Company and have a guest parking placard.
- f. The 15 minute parking spaces on the west side of the building are tow-away zones after the 15 minute period. The vehicle will be towed at the owner's expense.
- g. Cars shall not be wet-washed in parking spaces. Cars may be sponged, waxed, or dried in parking spaces providing no liquid runs or splashes on adjoining area or parked cars.
- h. Owners shall instruct guests where to properly park with Guest Placard.
- i. All cars shall be parked front end in.

17. GENERAL

- a. There shall be no solicitations regardless of cause either direct or otherwise in any part of the Granada House or on the grounds. Sales people or agents permitted by personal appointment only.
- b. Service people or domestic help shall not loiter in the lobby. The space is barely large enough for entrance, exit, and mail service and off business. The Recreation Room is available for visiting and long conversation.
- c. When selling or renting your unit, please contact Management Company to obtain application form. No lockboxes are permitted.
- d. All contractors must complete service form from the management company before performing work.
- e. All public doors shall be closed at all times.
- f. Violation of any of these rules and regulations should be reported to the Management Company/Board of Directors in writing.

- g. Any notifications to Board of Directors or Management Company can be dropped off in the office mail slot.
- h. If there is a problem in the building regarding blocked drainage from units please call the Management Company. The blockage may be the owner's responsibility. Any other general problems with the common areas, pool, grounds or building should also be referred to the Management Company.
- i. No contractor may start work prior to 8:00 a.m. or work after 5:00 p.m. Monday thru Friday. No work or construction may take place on Saturday, Sunday or Holidays.
- j. It is the responsibility of the contractors to dispose of all debris from a unit. **No debris can be disposed of on property**. The unit owner will be responsible for any extra pick-up for Waste Management.
- k. All unit owners must be in good standings with the association to have access to the common areas.
- l. All shopping baskets are not to be left on the floor but returned to the main trash room.

Granada House Association

Page: 1

Balance Sheet
As of 08/31/17

ASSETS

Valley National Bank Oper	\$ 68,516.86	
Valley National Bank Sec Dep.	18,000.00	
Wells Fargo Laundry Account	31,068.31	
Petty Cash	207.64	
Assessments Receivable	4,696.01	
Shortfall Special Assessment	1,186.72	
Refundable Deposits	750.00	
Unamortized Loan Payable	313,362.11	
	<hr/>	
TOTAL ASSETS		\$ 437,787.65
		=====

LIABILITIES & EQUITY

CURRENT LIABILITIES:

Accounts Payable	\$ 2,012.44	
1st United Loan Payable	313,362.11	
Exchange	479.32	
Prepaid Owner Assessments	35,327.09	
Security Rental Deposits	18,000.00	
	<hr/>	
Subtotal Current Liab.		\$ 369,180.96

RESERVES:

Subtotal Reserves	<hr/>	\$.00
-------------------	-------	--------

EQUITY:

Retained Earnings	\$ 40,940.17	
Current Year Net Income/(Loss)	27,666.52	
	<hr/>	
Subtotal Equity		\$ 68,606.69

TOTAL LIABILITIES & EQUITY		\$ 437,787.65
		=====

DECLARATION OF CONDOMINIUM
of
GRANADA HOUSE
CONDOMINIUM APARTMENTS

Table of Contents

		<u>Page</u>
1)	PURPOSE	1
	.1 Name	1
	.2 The land	1
	.3 Recreational facilities	1-A
2)	DEFINITIONS	2
	.1 Apartment	2
	.2 Apartment owner	2
	.3 Association	2
	.4 Common elements	2
	.5 Common expenses	2
	.6 Singular, plural, gender	2
	.7 Utility services	2
3)	DEVELOPMENT PLAN	2
	.1 Plan	2
	.2 Easements	2
	.3 Improvements - Apartment building	2
	.4 Apartments - General provisions	3
	(a) Boundaries	3
	(b) Easements for Utilities	3
4)	THE BUILDING	3
	.1 Plans	3
	.2 Apartments	4
	.3 Appurtenances to apartments	4
	(a) Common elements and common surplus	4
	(b) Association	4
	.4 Common expenses	4
5)	MAINTENANCE	5
	.1 Apartments	5
	(a) By the Association	5
	(b) By the Apartment Owner	5
	(c) Alteration and Improvement	5
	.2 Common elements	5
	(a) By the Association	5
	(b) Alteration and Improvement	5
6)	ASSESSMENTS	6
	.1 Share of common expense	6
	.2 Interest; application of payments	6
	.3 Lien for assessments	6
	.4 Rental pending foreclosure	6

65 MAY 12 PM 1:48

GRANADA HOUSE - Declaration

		<u>Page</u>
7)	ASSOCIATION	6
	.1 Name	6
	.2 Powers	6
	.3 Members	7
	(a) Qualification	7
	(b) Change of membership	7
	(c) Voting rights	7
	(d) Designation of voting representative	7
	(e) Approval or disapproval of matters	7
	(f) Restraint upon assignment	7
	.4 Board of Directors	7
	.5 Indemnification	7
	.6 Limitation of liability	8
	.7 The By-Laws	8
	.8 Agent to receive service of process	8
	.9 Property in trust	8
8)	INSURANCE	8
	.1 Authority to purchase	8
	.2 Coverage	8
	(a) Casualty	8
	(1) Loss or damage by fire	9
	(2) Other risks	9
	(b) Public Liability	9
	(c) Workmens' Compensation	9
	.3 Premiums	9
	.4 Insurance trustee; shares of proceeds	9
	(a) Common elements	9
	(b) Apartments	9
	(1) Building restored	9
	(2) Building not restored	9
	(c) Mortgagees	9
	.5 Distribution of proceeds	10
	(a) Expense of the trust	10
	(b) Reconstruction or repair	10
	(c) Failure to reconstruct or repair	10
	(d) Certificate	10
	.6 Association as Agent	10
9)	RECONSTRUCTION OR REPAIR AFTER CASUALTY	10
	.1 Determination to reconstruct or repair	10
	(a) Common element	10
	(b) Apartment building	10
	(1) Partial destruction	10
	(2) Total destruction	10
	(c) Plans and specifications	10
	(d) Certificate	11
	.2 Responsibility	11
	.3 Estimates of costs	11
	.4 Assessments	11
	.5 Construction funds	11
	(a) Association	11
	(b) Insurance Trustee	11
	(1) Apartment owner	11

GRANADA HOUSE - Declaration

	<u>Page</u>
(2) Association - lesser damage	12
(3) Association - major damage	12
(4) Surplus	12
(5) Certificate	12
10) USE RESTRICTIONS	12
.1 Apartments	12
.2 Common elements	12
.3 Nuisances	12
.4 Lawful use	13
.5 Leasing	13
.6 Regulations	13
11) MAINTENANCE OF COMMUNITY INTERESTS	13
.1 Sale	13
(a) Notice to Association	13
(b) Approval by Association	13
(c) Approval of Corporate purchaser	13
(d) Disapproval by Association	14
(e) Failure to provide purchaser	14
.2 Lease	14
(a) Notice to Association	14
(b) Approval by Association	14
(c) Approval of corporate lessee	14
(d) Disapproval by Association	14
.3 Gift	14
(a) Notice to Association	14
(b) Approval by Association	15
(c) Approval of corporate Donee	15
(d) Disapproval by Association	15
(e) Failure to provide purchaser	15
.4 Devise or Inheritance	15
(a) Notice to Association	15
(b) Approval by Association	15
(c) Approval of corporate owner	16
(d) Disapproval by Association	16
(e) Failure to provide purchaser	16
.5 Other Transfers	16
(a) Notice to Association	16
(b) Approval by Association	16
(c) Approval of corporate Owner	16
(d) Disapproval by Association	16
(e) Failure to provide purchaser	17
.6 Mortgage	17
.7 Exceptions	17
.8 Unauthorized transactions	17
.9 Notice of lien or suit	17
(a) Notice of lien	17
(b) Notice of suit	17
(c) Failure to comply	18
.10 Provisions pertaining to Developer	18

D A C E 4 6 9

GRANADA HOUSE - Declaration

		<u>Page</u>
12)	COMPLIANCE AND DEFAULT	18
	.1 Negligence	18
	.2 Costs and attorney's fees	18
	.3 No waiver of rights	19
13)	AMENDMENT	19
	.1 Notice	19
	.2 Resolution	19
	.3 Recording	19
	.4 Agreement	19
	.5 Proviso	19
14)	TERMINATION	19
	.1 Destruction	19
	.2 Shares of owners after termination	19
15)	SEVERABILITY	20
16)	SIGNATURES	20
17)	ACKNOWLEDGMENT	20

EXHIBITS

- A Plans
- B By-Laws

DECLARATION OF CONDOMINIUM
of
GRANADA HOUSE CONDOMINIUM APARTMENTS
A Condominium

301 North Ocean Boulevard
Pompano Beach, Florida

MADE this 11th day of May, 1985, by GRANADA SALES CORPORATION, a Florida corporation, herein called "Developer", for itself, its successors, grantees and assigns.

WHEREIN the developer makes the following declarations:

1) PURPOSE: The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Florida Statutes, Chapter 711, herein called the "Condominium Act".

1. Name. The name by which this condominium is to be identified is GRANADA HOUSE CONDOMINIUM APARTMENTS, a condominium.

2. The land. The lands owned by developer, which are hereby submitted to the condominium form of ownership, are the following described lands lying, situate and being in Broward County, Florida, to wit:

The North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying between Riverdale Drive and State Road A-1-A, less the following described parcel:

Begin at the intersection of the South line of the said North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East (being coincident with the Northerly Right-of-Way line of Northeast 2nd Street) with the Westerly Right-of-Way line of State Road A-1-A (as now constructed and used); thence run Northeasterly, along said State Road A-1-A Right-of-Way line for 203.40 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street, for 63.84 feet; thence run Southwesterly, parallel with the aforesaid Westerly Right-of-Way line of State Road A-1-A for 68.48 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 123.88 feet; thence deflect 60° 00' 00" to the left and run Southwesterly for 118.70 feet; thence run Southerly, at right angles to the next described course for 30.01 feet; thence run Easterly, along the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 212.28 feet to the Point of Beginning, lying and being in Broward County, Florida.

. 3 Recreational facilities. The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium; intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses,

The Association is expressly authorized to acquire by assignment the lessee's interest in that certain 99-Year Lease dated May 11, 1985, wherein Pompano Beach Bank & Trust Co., as Trustee, is Lessor, and Granada Sales Corporation is Lessee, wherein the following described lands situate, lying and being in Broward County, Florida, are demised, to wit:

A portion of the North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, being more particularly described as follows:

Begin at the intersection of the South line of the said North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East (being coincident with the Northerly Right-of-Way line of Northeast 2nd Street) with the Westerly Right-of-Way line of State Road A-1-A (as now constructed and used); thence run Northeasterly, along said State Road A-1-A Right-of-Way line for 203.40 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street, for 53.84 feet; thence run Southwesterly, parallel with the aforesaid Westerly Right-of-Way line of State Road A-1-A for 88.48 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 122.88 feet; thence deflect 60° 00' 00" to the left and run Southwesterly for 118.70 feet; thence run Southerly, at right angles to the next described course for 30.01 feet; thence run Easterly, along the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 212.28 feet to the Point of Beginning, lying and being in Broward County, Florida and containing 0.7 acre, more or less;

2) DEFINITIONS: The terms used herein and in the by-laws shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

- . 1 Apartment means unit as defined by the Condominium Act.
- . 2 Apartment owner means unit owner as defined by the Condominium Act.
- . 3 Association means GRANADA HOUSE ASSOCIATION, and its successors.
- . 4 Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, as well as the items stated in the Condominium Act.

. 5 Common expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association.

(b) Expenses declared common expenses by provisions of this declaration or the by-laws.

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

. 7 Utility services as used in the Condominium Act and construed with reference to this condominium, and as used in the declaration and by-laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal.

3) DEVELOPMENT PLAN: The condominium shall be developed in the following manner:

. 1 Plan. The improvements shall be placed upon the land, and located substantially as depicted upon the plan which is attached as Exhibit A.

. 2 Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium.

. 3 Improvements. The improvements shall be constructed upon the land; include and are limited to the following:

(a) Apartment building. The condominium consists of an apartment building designated as "The Building" upon said plot plan, more particularly described in Section 4. Such apartment building shall be constructed substantially in accordance with the plan which is Exhibit A.

.4 Apartments - General Provisions. The following provisions shall apply to each apartment:

(a) Boundaries. Each apartment is composed of the apartment, less that portion of the basic building structure lying within each apartment's maximum dimensions shown on the plan attached hereto as Exhibit A.

The boundary lines of each apartment are the unfinished surfaces of ceilings and floors, perimeter walls and any interior walls that are shown within the maximum limits of each apartment that is shaded on the plan (Exhibit A) and described as common element.

All spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the perimeter walls, floors, bearing columns, bearing walls and bearing partitions, and above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment, as well as all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to the apartments and to the Common Elements, constitute part of the Common Elements.

(b) Easements for utilities. The easements through an apartment for utilities shall be only according to the plans and specifications for the building containing the apartment, or as the building is constructed, unless approved by the apartment owner.

4) THE BUILDING.

.1 Plans. The building consists of twelve floors and a penthouse floor, which are more particularly described upon Exhibit A which is attached hereto and which correctly represents the matters therein contained.

After completion, this Declaration may be amended in order to show the completion by filing a certificate of an architect, engineer, or surveyor, certifying that the building has been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such certificate when signed and acknowledged by Developer shall constitute an amendment of this Declaration, without approval of the Association and apartment owners elsewhere required for an amendment.

.2 Apartments. The apartments in the Building are identified and briefly described as follows:

Each apartment is identified by specific numerical designation on the attached plan which is Exhibit A, and no apartment bears the same designation as any other apartment.

Those apartments designated with the numerical suffix -03, -04, -07, -08, -11 and -12 are 2-bedroom, 2-bath apartments; and the numerical prefix 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 designates the floor on which each such apartment is located, the prefix PH designating the penthouse floor.

Those apartments designated with the numerical suffix -01, -02, -05, -06, -09 and -10 are 1-bedroom, 1-bath apartments and the numerical prefix 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 designates the floor on which each such apartment is located, the prefix PH designating the penthouse floor.

The locations and dimensions of said apartments are more particularly described upon the building plans of the Building which are attached hereto as exhibits.

The recreation room is designated as such on the plan (Exhibit A), and is located on the first floor, and is part of the Common Elements.

.3 Appurtenances to apartments. The appurtenances to said apartment include certain shares and interests in the condominium property, including but not limited to the following items which are appurtenant to the several apartments as indicated:

(a) Common elements and common surplus.

An undivided .008200 share to each apartment with the numerical suffix -04, -08, and -12;

An undivided .007280 share to each apartment with the numerical suffix -03, -07, and -11;

An undivided .005367 share as to apartment 110;

An undivided .005371 share to each apartment with the numerical suffix -01, -02, -05, -06, -09, and -10, except apartment 110.

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

.4 Common expenses. Each apartment owner shall be liable for a proportionate share of common expenses, such share being the same

D A C E 4 7 5

as the undivided share in the common elements which is appurtenant to his apartment.

5) MAINTENANCE: The responsibility for the maintenance of the condominium property shall be as follows:

. 1 Apartments.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floors, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

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

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

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

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Neither an apartment owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all other apartments affected thereby and the approval of the Board of Directors of the Association. A copy of the 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.

. 2 Common elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association,

(b) Alteration and Improvement. There shall be no alteration nor improvement of common elements without prior approval in

writing by the record owners of all of the apartments; provided, however, that any alteration or improvements of the common elements bearing the approval in writing of the record owners of not less than 90 apartments, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

6) ASSESSMENTS: The making and collection of assessments against apartment owners for common expenses shall be pursuant to the by-laws and subject to the following provisions:

. 1 Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, including but not limited to the rent, taxes and other payments which the Association is bound to pay, and shall share in the common surplus, such shares being the same as his undivided share in the common elements, which shares are as follows:

An undivided .008200 share to each apartment with the numerical suffix -04, -08, and -12;

An undivided .007250 share to each apartment with the numerical suffix -03, -07, and -11;

An undivided .005367 share to apartment 110;

An undivided .005371 share to each apartment with the numerical suffix -01, -02, -05, -06, -09, and -10, except apartment 110.

. 2 Interest; application of payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

. 3 Lien for assessments. The Association shall have a lien against each apartment for such apartment's share of common expense. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

. 4 Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a Receiver to collect the same.

7) ASSOCIATION: The operation of the condominium shall be by an unincorporated association pursuant to Section 12 of the Condominium Act which shall be organized and shall fulfill its functions pursuant to the following provisions:

. 1 Name. The name of the Association shall be GRANADA HOUSE ASSOCIATION.

. 2 Powers. The powers and duties of the Association shall include those set forth in the Condominium Act, and those set forth in this Declaration and the by-laws of the Association.

. 3 Members.

(a) Qualification. The members of the Association shall consist of all of the record owners of apartments.

(b) Change of membership. Change of membership in the Association shall be established by the recording in the Public Records of Broward County, Fla., of a deed or other instrument establishing a record title to a condominium parcel and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(c) Voting rights. There shall be only 152 votes cast by Association members, there being one vote for each apartment. The vote for an apartment shall be cast by the owner thereof or the owner of a possessory interest therein, or in the case of a corporate owner by an officer or employee thereof. Owners of more than one apartment shall be entitled to cast one vote for each apartment owned.

(d) Designation of voting representative. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the officer or employee thereof entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. If such a certificate is not on file with the secretary of the Association for an apartment owned by more than one person or by a corporation, the membership or vote of the apartment concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the apartment. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

(e) Approval or disapproval of matters. Whenever the approval or disapproval of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this declaration.

(f) Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

. 4 Board of Directors. The affairs of the Association shall be conducted by a Board of five Directors, who shall be designated in the manner provided in the by-laws.

. 5 Indemnification. Every Director and every 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 in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director of officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

.6 Limitation of liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

.7 The By-Laws. The By-Laws of the Association shall be in the form attached hereto as Exhibit "B".

.8 Agent to receive service of process. The following person, who is a resident of the State of Florida, is designated as agent to receive service of process upon the Association:

Name: HERMAN I. BRETAN
Address: 16 Southwest First Avenue
Miami, Florida

who may resign but who shall serve until his replacement has been designated by the Board of Directors of the Association and the name and residence address of the successor resident agent are filed in the Office of the Clerk of the Circuit Court in and for Broward County, Florida.

.9 Property in trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the By-Laws. All funds in the hands of the Association at year end shall be deemed held by the Association as agent for the members.

8) INSURANCE: The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

.1 Authority to purchase: All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements thereof shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, but all such insurance shall be obtained from an insurance company from which the Association purchases policies covering the same risk, liability or peril, upon the condominium property if the Association has such coverage.

.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall

to insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief,

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

(c) Workmens' compensation policy to meet the requirements of law.

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

.4 Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to POMPANO BEACH BANK AND TRUST COMPANY, Pompano Beach, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements -- an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

(1) When the building is to be restored -- for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

(2) When the building is not to be restored -- an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartments.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

. 6 Association as Agent. The Association is hereby irrevocably appointed Agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

D) Reconstruction or repair after casualty:

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

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

(b) Apartment building.

(1) Partial destruction. If the damaged improvement is an apartment building, and if any apartment in the condominium is tenable, the damaged property shall be reconstructed or repaired.

(2) Total destruction. If none of the apartments in the condominium are tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within 60 days after the casualty the owners of 75 per cent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or according to plans and specifications approved by the Board of Directors of the Association, and if the building is an apartment building by the owners of all apartments therein, which approvals shall not be unreasonably withheld.

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

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

.3 Estimates of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

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

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

(a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee.

In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the

Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and, further provided, that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10) USE RESTRICTIONS: The use of the property of the condominium shall be in accordance with the following provisions:

.1 Apartments. Each of the apartments shall be occupied only by a single family as a residence and for no other purpose.

.2 Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of

the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

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

.5 Licensing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the Lessee and his family and guests. No rooms may be rented, and no transient tenants may be accommodated.

.6 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 80 votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

11) MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of apartments by any owner other than the developer shall be subject to the following provisions so long as the condominium exists:

.1 Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner. The approval of the Association shall be obtained in the following manner:

(a) Notice to Association. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonable require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Approval by Association. Within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the purchaser is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the proposed transaction, and if the notice thereof given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser, the price to be paid shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty days after the approval of the purchaser by the Association, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

3 Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner. The approval of the Association shall be obtained in the following manner:

(a) Notice to Association. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. It may be reasonably contemplated that any tenant occupancy would burden the association's maintenance of the common elements and may require additional costs and expenses, including but not limited to, licensing with state, county and municipal governmental agencies. As a condition precedent to the approval of any proposed lease, the Association may require the apartment owner to pay any actual as well as contemplated additional expenses incurred, or that might be incurred during the term of the lease.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the lessee.

(c) Approval of corporate leases. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the lessee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the proposed lease is not approved by the Association, the owner shall be so advised in writing, and the lease shall not be made.

3 Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association, which shall be obtained in the following manner:

(a) Notice to Association. The donee shall give to the Association notice of the gift, together with such information concerning

the donee as the Association may reasonably require, and a certified copy of the deed evidencing donee's title.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the donee and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate donee. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the donee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, then within thirty days after receipt of such notice and information, the Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(e) Failure to provide purchaser. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment and shall fail to provide a purchaser as hereinabove required, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

4. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association which shall be obtained in the following manner:

(a) Notice to Association. The apartment owner shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the donee and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate owner. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the apartment owner is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, then within thirty days after receipt of such notice and information, the Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(e) Failure to provide purchaser. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment and shall fail to provide a purchaser as heretofore required, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

. 5 Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in this section entitled "Maintenance of Community Interests", the continuance of his ownership of his apartment shall be subject to the approval of the Association, which shall be obtained in the following manner:

(a) Notice to Association. The apartment owner shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(b) Approval by Association. Within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary, in recordable form, and shall be delivered to the donee and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of corporate owner. Inasmuch as the condominium may be used only for residential purposes and a corporation can not occupy an apartment for such use, if the apartment owner is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment.

(d) Disapproval by Association. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, then within thirty days after receipt of such notice and information, the

Association shall furnish a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(c) Failure to provide purchaser. If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment and shall fail to provide a purchaser as hereinabove required, then notwithstanding the disapproval, such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

.6 Mortgages. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, federal savings and loan association, or an apartment owner. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.7 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

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

.9 Notice of lien or suit.

(a) Notice of lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes, and special assessments within five days after the attaching of the lien.

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

DECLARATION

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

.10 Provisions pertaining to developer. For so long as the developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve developer from any obligations of an apartment owner to pay assessments as to each apartment owned by it in accordance with the condominium documents.

(a) For so long as the developer owns any apartments, a majority of the Board of Directors of the Association shall be selected by the developer and such members as may be selected by the developer need not be residents in the apartment building.

(b) The developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

(c) Proviso. Provided that until the developer has completed and sold all of the apartments, or until December 31, 1968, whichever event shall occur first, neither the apartment owners, nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

12) COMPLIANCE AND DEFAULT: Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guest, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

.2 Costs and attorney's fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

.3 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restrictions or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

13) AMENDMENTS: Until the Developer has sold all of the apartments, or until December 31, 1966, whichever occurs first, and subject always to the proviso of sub-paragraph .5 hereof, the Developer may amend this Declaration of Condominium and the By-Laws of GRANADA HOUSE ASSOCIATION by recording such amendment in the Public Records of Broward County, Florida. Thereafter, this Declaration of Condominium and the By-Laws of GRANADA HOUSE ASSOCIATION may be amended in the following manner:

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

.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than three Directors and by not less than seventy-five per cent (75%) of the members of the Association.

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

.4 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

.5 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any condominium parcel nor increase the owner's liability for common expenses unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

14) TERMINATION: The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

.1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

.2 Shares of owners after termination. After termination of the condominium, the apartment owners shall own the condominium property as tenants in common in undivided shares, and their respective mortgagees and lienees shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

GRANADA HOUSE - Declaration

(6) **SEVERABILITY:** The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium the day and year first above written.

Signed, sealed and delivered in the presence of:

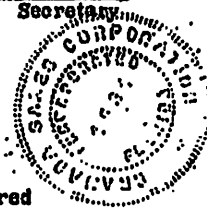
GRANADA SALES CORPORATION, A Florida corporation;

[Signature]

By *[Signature]* President

[Signature] Witnesses

Attest: *[Signature]* Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JOSEPH COGEN and LEE COGEN respectively as President and Secretary of GRANADA SALES CORPORATION, a Florida corporation, to me personally known, and this day acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Declaration of Condominium.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at FORT LAUDERDALE, said County and State, this 11th day of May, A. D. 1966.

My Commission expires: 7-1-67

[Signature]
Notary Public, State of Florida at Large



EXHIBIT B

BY- LAWS

of

GRANADA HOUSE ASSOCIATION

Table of Contents

	<u>Page</u>
1) IDENTITY	11
.1 Office	1
.2 Fiscal year	1
2) MEMBERS' MEETINGS	1
.1 Annual members' meeting	1
.2 Special members' meetings	1
.3 Notice of all members' meetings	1
.4 Quorum	1
.5 Proxies	1
.6 Adjourned meetings	2
.7 Order of business	2
3) BOARD OF DIRECTORS	2
.1 Membership	2
.2 Designation of Directors	2
.3 Term	2
.4 Organization meeting	2
.5 Regular meetings	2
.6 Special meetings	3
.7 Waiver of notice	3
.8 Quorum	3
.9 Presiding officer	3
.10 Directors' fees	3
4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS	3
.1 Maintenance	3
.2 To make and collect assessments	3
.3 To use the proceeds	3
.4 To purchase insurance	3
.5 Reconstruction	3
.6 To approve or disapprove of the transfer, mortgage and ownership	4
.7 To enforce	4
.8 To contract for management	4
.9 To employ personnel	4
5) OFFICERS	4
.1 Executive Officers	4
.2 President	4
.3 Vice President	4
.4 Secretary	4
.5 Treasurer	4
.6 Compensation	4

GRANADA HOUSE - Declaration

EXHIBIT B (Cont'd.)

	<u>Page</u>
0) FISCAL MANAGEMENT	5
.1 Budget	5
.2 Assessments for recurring common expense	5
.3 Acceleration to assessment installments	5
.4 Assessments for emergencies	5
.5 Depository	5
.6 Audit	5
.7 Fidelity bonds	5
7) PARLIAMENTARY RULES	6
8) AMENDMENTS	6
.1 Notice	6
.2 Resolution	6
.3 Recording	6
.4 Agreement	6
.5 Proviso	6

BY-LAWS

of

GRANADA HOUSE ASSOCIATION

1) IDENTITY:

These are the By-Laws of GRANADA HOUSE ASSOCIATION, an association organized pursuant to Florida Statutes, Chapter 711, herein called the Condominium Act, for the purpose of administering GRANADA HOUSE, a condominium located upon the following lands in Broward County, Florida:

The North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East, lying between Riverside Drive and State Road A-1-A; less the following described parcel:

Begin at the intersection of the South line of the said North 320 feet of the South 345 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 48 South, Range 43 East (being coincident with the Northernly Right-of-Way line of Northeast 2nd Street) with the Westerly Right-of-Way line of State Road A-1-A (as now constructed and used); thence run Northeastly, along said State Road A-1-A Right-of-Way line for 203.40 feet; thence run Westerly,

(11)

GRANADA HOUSE - By-Laws

EXHIBIT B

parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street, for 53.84 feet; thence run Southwesterly, parallel with the aforesaid Westerly Right-of-Way line of State Road A-1-A for 68.48 feet; thence run Westerly, parallel with the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 122.88 feet; thence deflect 60° 00' 00" to the left and run Southwesterly for 118.70 feet; thence run Southerly, at right angles to the next described course for 30.01 feet; thence run Easterly, along the aforesaid Northerly Right-of-Way line of Northeast 2nd Street for 212.28 feet to the Point of Beginning, lying and being in Broward County, Florida.

.1 The office of the Association shall be at the GRANADA HOUSE, 201 North Ocean Boulevard, Pompano Beach, Florida.

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

2) MEMBERS' MEETINGS:

.1 The annual members' meeting shall be held at the office of the corporation at 8:00 o'clock p. m., Eastern Standard Time, on the first Wednesday in March of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day. The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

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

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

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

.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. When a quorum is present at any meeting, the holders of a majority of the voting right present in person or

EXHIBIT B

represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the Statutes, the Declaration of Condominium, or of the By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

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

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

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

3) BOARD OF DIRECTORS:

. 1 Membership. The affairs of the Association shall be managed by a Board of five Directors.

. 2 Designation of Directors shall be in the following manner:

(a) The Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Any Director may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

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

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

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

RECEIVED

EXHIBIT B

of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three days prior to the day named for such meeting.

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

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

. 8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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

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

4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

. 1 The maintenance, repair, replacement and operation of the condominium property.

. 2 To make and collect assessments against members to defray the costs of the condominium.

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

. 4 The purchase of insurance upon the condominium property.

. 5 The reconstruction of improvements after casualty and the further improvement of the property.

D A C E 1 0 0

GRANADA HOUSE - By-Laws

EXHIBIT B

.6 To approve or disapprove of the transfer, mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

.7 To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws, and the regulations for the use of the property in the condominium.

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

.9 To employ personnel to perform the services required for proper operation of the condominium.

5) OFFICERS

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

.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

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

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

.6 The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude

the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

6) FISCAL MANAGEMENT

. 1 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

. 2 Assessments for recurring common expense. Assessments for recurring common expense shall be made for the calendar year annually in advance on or before December 30 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal consecutive monthly installments on the first day of each month for the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by a new assessment. The total of the assessments for recurring common expense shall be not more than 105 per cent of the assessments for this purpose for the prior year unless approved in writing by two-thirds of the apartment owners entitled to cast votes in the Association. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by two-thirds of the apartment owners entitled to cast votes in the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The first assessment shall be determined by the Board of Directors of the Association.

. 3 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

. 4 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half of such apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association may require.

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

. 6 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be

BACK PAGE

GRANADA HOUSE - By-Laws

EXHIBIT B

furnished to each member not later than April 1 of the year following the year for which the report is made.

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

7) PARLIAMENTARY RULES

Robert's Rules of Order (Latest Edition) shall govern the conduct of Association meetings, when not in conflict with the Declaration of Condominium or these By-Laws.

8) AMENDMENTS

These By-Laws may be amended in the following manner:

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

. 2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than three Directors and by not less than seventy-five per cent (75%) of the members of the Association.

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

. 4 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

. 5 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any condominium parcel nor increase the owner's liability for common expenses unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

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

D A C E 4 0 0

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
GRANADA HOUSE
CONDOMINIUM APARTMENTS

OFF. REC. 3152 PAGE 99

KNOW ALL MEN BY THESE PRESENTS:

That GRANADA SALES CORPORATION, a Florida corporation, the "Developer" which made that certain Declaration of Condominium of Granada House Condominium Apartments, which is recorded in Official Records Book 3014 at Page 467 of the Public Records of Broward County, Florida, does hereby amend said Declaration as follows:

FIRST AMENDMENT:

Paragraph 3) of the Declaration is hereby amended so as to read as follows:

3) DEVELOPMENT PLAN: The Condominium has been developed in the following manner:

.1 Plan. The improvements have been placed upon the land, and located substantially as depicted upon the Plan which is attached to the Declaration as Exhibit "A", with such modifications and changes as are depicted upon the Supplemental Plan, which is attached hereto as Exhibit "C".

.2 Easements. Easements are reserved through the Condominium property as may be required for utility services, in order to adequately serve the Condominium.

.3 Improvements. The improvements constructed upon the land include the following:

(a) Apartment building. The Condominium consists of an apartment building designated as "The Building" upon said Plan, more particularly described in Section 4. Such apartment building has been constructed substantially in accordance with the Plan, which is Exhibit "A" attached to the Declaration, with such changes and modifications as are depicted upon the Supplemental Plan, which is attached hereto as Exhibit "C".

.4 Apartments - General Provisions. The following provisions shall apply to each apartment:

(a) Boundaries. Each apartment is composed of the apartment, less that portion of the basic building structure lying within each apartment's maximum dimensions shown on the Plan attached to the Declaration as Exhibit "A", with such changes and modifications as depicted on the Supplemental Plan attached hereto as Exhibit "C".

The boundary lines of each apartment are the unfinished surfaces of ceilings and floors, perimeter walls and any interior walls that are shown within the maximum limits of each apartment that is shaded on the Plan (Exhibit "A") and Supplemental Plan (Exhibit "C") and described as "Common Elements".

All spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the perimeter walls, floors, bearing columns, bearing walls and bearing partitions, and above the undecorated

66 JAN 12 AM 11:49

D O

200

and/or unfinished inner surfaces of the ceilings of each apartment, as well as all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to the apartments and to Common Elements, constitute part of the Common Elements.

(b) Easements for Utilities. The easements through an apartment for utilities shall be only according to the Plans and Specifications for the building containing the apartment, or as the building is constructed, unless approved by the apartment owner.

(c) Other Improvements. The Condominium includes automobile parking areas, a two space loading zone, and storage spaces located substantially as shown upon the Supplemental Plans attached hereto as Exhibit "C", and which are part of the Common Elements.

SECOND AMENDMENT:

Paragraph 4). 2 of the Declaration is hereby amended so as to read as follows:

4) . 2 Apartments. The apartments in the building are identified and briefly described as follows:

Each apartment is identified by specific numerical designation on the Plan attached to the Declaration as Exhibit "A", and no apartment bears the same designation as any other apartment.

Those apartments designated with the numerical suffix -03, -04, -07, -08, -11 and -12 are two-bedroom, two-bath apartments; and those apartments designated with the numerical suffix -01, -02, -05, -06, -09, and -10 are one-bedroom, one-bath apartments. The numerical prefix 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 designates the floor on which each such apartment is located. The prefix PH designates the penthouse floor.

The locations and dimensions of said apartments are more particularly described upon the building plans of the building, which are attached to the Declaration as Exhibit "A", and hereto as Exhibit "C". The recreation room is designated as such on the Plan (Exhibit "A"), and is located on the first floor, and is part of the Common Elements.

The locations and dimensions of automobile parking spaces and of storage spaces are more particularly described upon the supplemental plans which are attached hereto as Exhibit "C", and designated by number, the loading zone being designated as such, as shown on said Exhibit "C".

THIRD AMENDMENT:

Paragraph 4). 3 of the Declaration is amended by adding thereto the following:

(c) Other common elements.

Automobile parking spaces. The location and dimensions of automobile parking spaces are as more particularly described upon the Supplemental Plans which are Exhibit "C" attached hereto, and are each identified numerically on such Supplemental Plans. One such parking space shall be assigned to the exclusive use of each apartment owner, and shall be part of and pass with the apartment owned by such owner as an appurtenance thereto, and shall not be separated therefrom except by lease, transfer or assignment to another apartment owner, by instrument recorded in the Public Records of Broward County, Florida. In any sale or other transaction by contract, operation of law, or otherwise, transferring the title of an apartment to which a parking space is appurtenant, the parking space shall pass as a part of such apartment.

whether or not separately described. If an owner shall own more than one apartment and have the exclusive use of one or more parking spaces, the recorded documents relating to such parking spaces shall indicate the apartment to which each parking space is appurtenant.

Storage space. The Common Elements include storage spaces more particularly described upon the Supplemental Plans which are Exhibit "C" attached hereto, and each is identified numerically on such Supplemental Plans. One such storage space having the identical numerical designation as the apartment to which it is appurtenant is hereby assigned to the exclusive use of the owner of such apartment and shall be part of and pass with the apartment owned by such owner as an appurtenance thereto.

FOURTH AMENDMENT:

Paragraph 2). 5 of the By-Laws of Granada House Association, which are attached to the Declaration as Exhibit "B", is hereby amended so as to read as follows:

2) .5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote, and shall be valid from the time the same are filed with the Secretary and shall continue in full force and effect until revoked in writing, and such writing is likewise filed with the Secretary. When any person entitled to vote is present at any meeting, any proxy made by such person shall be suspended for so long as such person remains personally present at that particular meeting. When a quorum is present at any meeting, the holders of a majority of the voting right present in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the Statutes, the Declaration of Condominium, or of the By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

FIFTH AMENDMENT:

Paragraph 11). 10 (a) and (c) of the Declaration, are hereby amended so as to read as follows:

11) .10 (a) For so long as the Developer owns any apartment, neither the apartment owners, nor the Association, nor the use of the condominium property shall interfere with the Developer's disposition of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such disposition, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

(c) Proviso. Provided that until the Developer has sold all of the apartments, or until December 31, 1968, whichever event shall occur first, a majority of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by the Developer need not be residents in the apartment building.

SIXTH AMENDMENT:

Paragraph 8). 1 of the Declaration is amended by adding thereto the following:

"Whenever and for so long as First Federal Savings and Loan Association of Broward County has a mortgage encumbering any apartment, all insurance policies upon the condominium property shall be purchased only in a company and through an agency approved by First Federal Savings and Loan Association of Broward County, and it shall be furnished evidence of payment of the insurance premiums when due." This is a covenant for the benefit of said mortgagee and may be enforced by it.

SEVENTH AMENDMENT:

OFF. REC. 3152 PAGE 102

Paragraph 1). 3 of the Declaration is hereby amended by adding thereto the following:

The lease of the last above described lands is recorded in Official Records Book 3014 at Page 449 of the Public Records of Broward County, Florida, and has been amended by an instrument in writing recorded simultaneously with this Amendment to the Declaration. The Assignment of the Lessee's interest shall be made to the Association and the Association reserves the right to assign undivided percentage interests in the leasehold to unit holders in Granada House Condominium Apartments, and to no one else, such percentage interest being equal to the percentage interest that such unit owner may have in the Common Elements of said Condominium. Commencing on the day on which the Lessee's interest in said Lease is assigned to Granada House Association, each apartment and apartment owner shall be bound by and shall fulfill and abide by each and every covenant, term, condition and provision of said Lease, as amended, in like manner and to the same extent as therein expressed or implied, as if such apartment owner were the assignee of an undivided percentage interest in such leasehold. Default by an apartment owner shall not impair the interest of the Association, or of other apartment owners, and the Lessor's recourse shall be against the defaulting apartment owner only, in proportion and to the extent of such apartment owner's percentage interest in the common elements of the Condominium, and such recourse may be had and taken in the name of the Association for the use and benefit of the Lessor.

Except as amended hereinabove, and in the Supplemental Plan which is attached hereto as Exhibit "C", the Declaration of Condominium of Granada House Condominium Apartments is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 7th day of January, 1966.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

GRANADA SALES CORPORATION, a Florida corporation,
By: *[Signature]* (Seal) President
ATTEST: *[Signature]* Secretary

STATE OF FLORIDA SS
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JOSEPH COGEN and LEE COGEN, respectively, as President and Secretary of GRANADA SALES CORPORATION, a Florida corporation, to me personally known, and this day acknowledged before me that they executed the foregoing Amendment to the Declaration of Condominium of Granada House Apartment Condominium Apartments, as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this 7th day of January, A. D. 1966.

[Signature]
Notary Public, State of Florida at Large
My Commission expires: 7-1-67

AMENDMENT TO
DECLARATION OF CONDOMINIUM AND BY-LAWS
OF
GRANADA HOUSE
CONDOMINIUM APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANADA HOUSE CONDOMINIUM APARTMENTS, a Florida Association, which is recorded in Official Records Book 3014 at Page 467 of the Public Records of Broward County, Florida, does hereby amend said Declaration and By-Laws follows:

EIGHTH AMENDMENT:

Paragraph 7) .4 and .8 of the Declaration is hereby amended so as to read as follows:

7) Association:

.4 Board of Directors: The affairs of the Association shall be conducted by a Board of nine Directors, who shall be designated in the manner provided in the By-Laws.

NINTH AMENDMENT:

.8 Agent to receive service of process. The Agent to receive service of process upon the Association shall be appointed by the Board of Directors to serve until replaced by the Board of Directors. The following person, who is a resident of the State of Florida, is designated as Agent to receive service of process upon the Association:

Name. David T. Price
Address. 2601 E. Oakland Park Blvd.
Fort Lauderdale, Fla. 33308

The agent to receive service of process upon the association may resign but shall serve notice of his resignation upon the Board of Directors of the Association.

TENTH AMENDMENT:

Paragraph 8) .1 of the Declaration is hereby amended so as to read as follows:

8) Insurance:

1. Authority to Purchase: All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the Apartment owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements thereof shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense. Whenever and for so long as First Federal Savings and Loan Association of Broward County has a mortgage encumbering any apartment, all insurance policies upon the condominium property shall be purchased only in a company and thru an agency approved by First Federal Savings and Loan Association of Broward County, and it shall be furnished evidence of payment of the insurance premiums when due. This is a covenant for the benefit of said mortgagee and may be enforced by it.

ELEVENTH AMENDMENT:

Paragraph 10) .1 and .6 of the Declaration is hereby amended so as to read as follows:

- 1 -

THIS INSTRUMENT PREPARED BY DAVID T. PRICE, ATTY AT LAW
3601 EAST OAKLAND PARK BLVD, FT. LAUDERDALE

68 MAR 6 AM 10:13

10) Use Restrictions:

.1 **Apartments:** Each of the apartments shall be occupied only by a single family as a residence and for no other purpose. The ownership of one assigned parking space must be retained as a part of each apartment at all times. It is contemplated that the condominium apartments will be occupied by adults only, therefore owners shall not permit children under the age of sixteen (16) years as permanent residents or permanent guests upon their premises and owners shall not permit children under the age of sixteen (16) years to reside upon their premises for a total period in excess of thirty (30) days occurring either intermittently or consecutively in any twelve (12) month period. Nor shall owners lease their premises to tenants with children. The above restriction shall apply to owners premises whether the same are occupied by the owner or not, and this regulation and all regulations shall be enforced against owners, tenants, guests and residents alike.

TWELFTH AMENDMENT:

6. **Regulations:** Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by a vote of not less than sixty per cent (60%) of the members of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all current or future apartment owners and residents of the condominium upon request.

THIRTEENTH AMENDMENT:

Paragraph 13) .2 of the Declaration is hereby amended so as to read as follows:

13) Amendments:

.2 **Resolution:** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and after being proposed and approved by one of such bodies to become effective it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than a majority of Directors and by not less than seventy-five per cent (75) of the members of the Association.

FOURTEENTH AMENDMENT:

Paragraph 2) .1, .2 and .5 of the By-Laws of Granada House Association, which are attached to the Declaration as Exhibit "B", is hereby amended so as to read as follows:

2) Members' Meetings:

.1 The annual members' meeting shall be held at the office of the Association at 8:00 o'clock P.M., Eastern Standard Time, or at a place in Pompano Beach, Florida as designated by the Board of Directors on the first Wednesday in March of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day.

FIFTEENTH AMENDMENT:

.2 **Special Members' Meetings** shall be held whenever called by a majority of the Board of Directors, and must be called by such Directors upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

SIXTEENTH AMENDMENT:

.5 **Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. When a quorum

of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association, and as may be required by the Directors or the President. He shall also furnish absent Directors with a copy of the minutes. The Assistant Secretary shall perform the duties of the Secretary, when the Secretary is absent.

TWENTY FIFTH AMENDMENT:

Paragraph 6) .2, .4, .5, .6, and .7, of the By-Laws of Granada House Association, which are attached to the Declaration as Exhibit "B" is hereby amended so as to read as follows:

6) Fiscal Management:

.2 Assessments for Recurring Common Expense: Assessments for recurring common expense shall be made for the calendar year annually in advance on or before December 20 preceeding the year for which the Assessments are made. Such assessments shall be due in twelve (12) equal consecutive monthly installments on the first day of each month for the year for which the assessments are made. If any annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by a new assessment. The total of the assessments for recurring common expense shall be not more than 105 per cent of the assessments for this purpose for the prior year unless approval in writing by two-thirds of the apartment owners entitled to cast votes in the Association. In the event such an annual assessment proves to be insufficient it may be amended at any time after approval in writing by two-thirds of the apartment owners, entitled to cast votes in the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made.

TWENTY SIXTH AMENDMENT:

.5 The Depository of the Association shall be such bank or banks as shall be designated by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by any two of the following officers, President, Vice-President, Treasurer and/or one of the remaining Directors, covered by a fidelity bond.

TWENTY SEVENTH AMENDMENT:

.6 An Audit of the accounts of the Association shall be made annually by a certified public accountant or by an auditing committee appointed by the Board of Directors excluding the Treasurer.

TWENTY EIGHTH AMENDMENT:

.7 Fidelity Bonds shall be required by the Board of Directors, from all officers and employees of the Association and/or from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The Premiums on such bonds shall be paid by the Association.

TWENTY NINTH AMENDMENT:

Paragraph 8) .2 of the By-Laws of Granada House Association, which are attached to the Declaration as Exhibit "B" is hereby amended so as to read as follows:

8) Amendments:

.2 Resolution, A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approval must be by not less than a majority of Directors and by not less than seventy-five (75%) per cent of the members of the Association.

THIRTIETH AMENDMENT:

The following is added as an addition to the By-Laws and is to be known as Paragraph nine(9) under heading of Committees and is hereby stipulated to read as follows:

9) COMMITTEES:

.1 (a) Standing committees which shall include a House Committee, Maintenance Committee, Finance Committee and such other standing committees as designated by the Board of Directors shall be elected by the Board of Directors. Such committees shall be chaired by a Director designated by the Board of Directors with another Director designated as the alternate chairman.

THIRTY FIRST AMENDMENT:

(b) Ad hoc committees shall be appointed by the President.

THIRTY SECOND AMENDMENT:

(c) Actions of all committees shall be subject to review and approval by the Board of Directors.

THIRTY THIRD AMENDMENT:

.2 The House Committee shall recommend amendments to the Regulations to the Board of Directors and take such action as necessary to insure that all Regulations are complied with.

THIRTY FOURTH AMENDMENT:

.3 The Maintenance Committee shall inspect and supervise the physical maintenance of the common elements of the Condominium.

THIRTY FIFTH AMENDMENT:

.4 The Finance committee shall prepare budgets for the approval of the Board of Directors and maintain continuous supervision of all fiscal matters.

THIRTY SIXTH AMENDMENT:

Paragraph 5) .1 (a) (1) of the Declaration is hereby amended so as to read as follows:

5) Maintenance

.1 Apartments:

(a) By the Association

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof except storm shutters or other fixtures installed by the individual apartment owners. Said portions to also include boundary walls of apartments, floors, load-bearing columns and load-bearing walls.

Except as amended hereinabove, the Declaration of Condominium and By-Laws of Granada House Condominium is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Board of Directors of the Granada House Condominium Apartments has executed this Amendment this 26 day of February 19 68.

Signed, sealed and delivered in the presence of:

GRANADA HOUSE CONDOMINIUM APARTMENTS, a Florida Association,

C. Cratty

Pearl O. Childs

C. J. Fogarty (Seal)
C. J. Fogarty - President
F. R. House (Seal)
F. R. House - Secretary



STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME, the undersigned authority, personally appeared C. J. Fogarty and F. R. House, respectively President and Secretary of the Granada House Condominium Apartments, to me personally known, and this day acknowledged before me that they executed the foregoing Amendments to the Declaration of Condominium and By-Laws of Granada House Apartment Condominium Apartments, as such officers of said Association, and that they affixed thereto the official seal of said Association, and I further certify, that I know the said persons making said acknowledgements to be the individuals described in and who executed the said Amendments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this 26 day of February A. D. 19 68.



Paula Childs
Notary Public, State of Florida

Notary Public, State of Florida at Large
Commission Expires Dec. 30, 1970
My Commission expires -
Issued by American Title & Casualty Co.

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

AMENDMENT TO
DECLARATION OF CONDOMINIUM AND BY-LAWS
OF
GRANADA HOUSE
CONDOMINIUM APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANADA HOUSE ASSOCIATION, INC., a Florida corporation not for profit, formerly Granada House Association, referred to and described in that certain Declaration of Condominium of Granada House Condominium Apartments, which is recorded in Official Records Book 3014 at Page 467 of the Public Records of Broward County, Florida, does hereby amend said Declaration as follows:

THIRTY-SEVENTH AMENDMENT

Paragraph 2) .3 of the Declaration is hereby amended so as to read as follows:

Association means Granada House Association, Inc., and its successors.

THIRTY-EIGHTH AMENDMENT

Paragraph 7), .1 and .2 of the Declaration are hereby amended so as to read as follows:

Association. The operation of the Condominium shall be by a corporation not for profit pursuant to Section 12 of the Condominium Act (also known as Section 711.12 of Florida Statutes) which shall be organized and shall fulfill its functions pursuant to the following provisions:

.1 Name. The name of the Association shall be Granada House Association, Inc.

.2 Powers. The powers and duties of the Association shall include those set forth in the Condominium Act, those set forth in the Declaration, as amended, and the By-Laws of the Association, as amended, and those set forth in the attached Articles of Incorporation.

THIRTY-NINTH AMENDMENT

Paragraph 7) .8 of the Declaration is hereby amended so as to read as follows:

.8 Agent to receive service of process. The Agent to receive service of process upon the Association shall be appointed by the Board of Directors to serve until replaced by the Board of Directors. The following person, who is a resident of the State of Florida, is designated as Agent to receive service of process upon the Association.

Name. Albert J. Clark
Address. 6500 N. E. 21st Drive
Fort Lauderdale, Florida
33308

The agent to receive service of process upon the association may resign, but shall serve notice of his resignation upon the Board of Directors of the Association.

FORTIETH AMENDMENT

Paragraph 1) of the By-Laws of the Granada House Association, which are attached to the Declaration as Exhibit "B" is hereby

70-150264

RECORDED

REC 4364 PAGE 867

(over)

1/4/68

amended and Paragraph 1) .3 is added so as to read as follows:

Identity. These are the By-Laws of Granada House Association, Inc., a Florida corporation not for profit, for the purpose of administering Granada House, a condominium located upon the following lands in Broward County, Florida:

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words, "corporation not for profit" and the year of incorporation.

Except as amended hereinabove, the Declaration of Condominium and By-Laws of Granada House Condominium Apartments are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, and in certification hereof, the Board of Directors of the Granada House Association, Inc., has executed this Amendment this 3rd day of December, 1970.

Signed, sealed and delivered in the presence of:

GRANADA HOUSE ASSOCIATION, INC.
a corporation not for profit

Albert J. Clark

G. Bruce Wallace (Seal)
G. Bruce Wallace President

Sarah E. Davis

Daphne C. Rickman (Seal)
Daphne C. Rickman Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared G. BRUCE WALLACE and DAPHNE C. RICKMAN, respectively, as President and Secretary of GRANADA HOUSE ASSOCIATION, INC., a Florida corporation not for profit, to me personally known, and this day acknowledged before me that they executed the foregoing Amendments to the Declaration and By-Laws of Granada House Condominium Apartments, as such officers of such corporation, and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this 3rd day of December, 1970.

Margaret A. O'Reilly
Notary Public, State of Florida
at large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 15, 1974
BONDED THROUGH FRED W. DIESTELHORST.

This instrument was prepared by:

Albert J. Clark, Esq.
6500 N. E. 21st Drive
Fort Lauderdale, Florida 33308



OFF 4364 PAGE 868

.1 The office of the Association shall be at the GRANADA HOUSE, 201 North Ocean Boulevard, Pompano Beach, Florida.

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

R40A .3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words, "corporation not for profit" and the year of incorporation.

2) MEMBERS' MEETINGS:

R14A

R41A Paragraph 2) .1 of the By-Laws of Granada House Association, Inc., as amended by the Fourteenth Amendment, is hereby further amended so as to provide that the annual members' meeting shall be held on the second Wednesday in December of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted.

R15A

.2 Special Members' Meetings shall be held whenever called by a majority of the Board of Directors, and must be called by such Directors upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

38 votes

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

76- 81354

AMENDMENT TO DECLARATION
OF CONDOMINIUM AND BY-LAWS
OF
GRANADA HOUSE CONDOMINIUM APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANADA HOUSE ASSOCIATION, INC., a Florida Corporation not for profit, formerly Granada House Association, referred to and described in that certain Declaration of Condominium of Granada House Condominium Apartments, which is recorded in Official Records Book 3014 at Page 467 of the Public Record of Broward County, Florida, does hereby amend said Declaration and By-Laws as follows:

FORTY-SECOND AMENDMENT:

Paragraph 7).8 and Amendment IX are hereby deleted from the Declaration of Condominium.

FORTY-THIRD AMENDMENT:

The opening statement of Paragraph 11) of the Declaration of Condominium is hereby amended as follows:

In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of an apartment by any member shall be subject to the provisions of Paragraph 11).1 through 11).10.

In addition a fee not to exceed the prevailing legal fee allowed by the Florida Condominium Act of October 1, 1974, shall be charged for each Board action involving the sale, lease, gift, devise or inheritance, and any other transfer of title.

FORTY-FOURTH AMENDMENT:

The opening statement of Paragraph 11).2 of the Declaration of Condominium is hereby amended as follows:

No member may dispose of an apartment or any interest therein by lease without the approval of the Board of Directors, except to an Association member. Apartments may be leased only once during a twelve (12) month period, beginning with the date of occupancy. Said lease shall be for a minimum period of four (4) months and a maximum period of twelve (12) months.

FORTY-FIFTH AMENDMENT:

Paragraph 3).3 of the By-Laws as amended by Amendment XIX is hereby repealed and replaced as follows:

The term of each Director's service shall be from January 1st following election through December 31st and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided, however, in no instance shall a Director serve more than two consecutive full one-year terms. A Director may be re-elected after there has been a one year minimum interval following two consecutive one year terms in office.

FORTY-SIXTH AMENDMENT:

Paragraph 3).4 of the By-Laws is hereby amended as follows:

The organization meeting of a newly-elected Board of Directors shall be held within three (3) business days of their election at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, providing a quorum is present.

FORTY-SEVENTH AMENDMENT:

Paragraph 3).6 of the By-Laws as amended by the XXI Amendment is hereby further amended as follows:

Ret to: J. O'Brien 20/No. Ocean Blvd. Pompano Bch. 33062

76 MAY 4 AM 10:00

REC 6573 PAGE 799

92

Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a meeting shall be given to all Board members personally, or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting. In the event of an emergency, the three-day period may be waived.

FORTY-EIGHTH AMENDMENT:

Paragraph 6).1 of the By-Laws is hereby amended as follows:

The Board of Directors shall adopt a budget for each calendar year. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. A copy of the proposed budget shall be furnished member-owners not less than thirty (30) days prior to the meeting at which the budget will be acted upon.

Except as amended hereinabove, the Declaration of Condominium and By-Laws of Granada House Condominium Apartments (and any previous Amendments to same) are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, and in certification hereof, the Board of Directors of the Granada House Association, Inc., has executed these Amendments this _____ day of April, 1976.

Signed, sealed and delivered in the presence of:

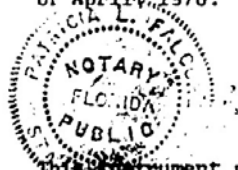
Carla Acquarria
Kelly P. [Signature]

GRANADA HOUSE ASSOCIATION, INC.
a corporation not for profit
Thomas M. O'Brien 34 Seal
Thomas M. O'Brien, President
Margaret Morris (Seal)
Margaret Morris, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME, the undersigned authority, personally appeared THOMAS M. O'BRIEN and MARGARET MORRIS, respectively, as President and Secretary of GRANADA HOUSE ASSOCIATION, INC., a Florida corporation not for profit, to me personally known, and this day acknowledged before me that they executed the foregoing Amendments to the Declaration and By-Laws of Granada House Condominium Apartments, as such officers of such corporation, and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this 3rd day of April, 1976.



Patricia L. Falco
Notary Public Notary Public, State of Florida at Large
My Commission Expires Aug. 4, 1979
Bonded by American Fire & Casualty Co.
My Commission expires _____

This instrument prepared by
P. O. Childs,
201 N. Ocean Blvd.
Pompano Beach, Florida 33062

REC 6573 REG 800

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

AMENDMENT TO DECLARATION
OF CONDOMINIUM AND BY-LAWS
OF

80- 32878

GRANADA HOUSE CONDOMINIUM APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANADA HOUSE ASSOCIATION, INC., a Florida Corporation not for profit, formerly Granada House Association, referred to and described in that certain Declaration of Condominium of Granada House Condominium Apartments, which is recorded in Official Records Book 3014 at page 467 of the Public Record of Broward County, Florida, does hereby amend said Declaration and By-Laws as follows:

FORTY-NINTH AMENDMENT:

Portions of Paragraph 11, namely .1 (d), (1), (2) and (3) are hereby deleted from the Declaration of Condominium.

FIFTIETH AMENDMENT:

Paragraph .7) .4 of Declaration of Condominium and Eighth Amendment to same are hereby amended as follows:

The affairs of the Association shall be conducted by a Board of seven (7) Directors, who shall be designated in the manner provided in the By-Laws.

FIFTY-FIRST AMENDMENT:

Portions of Paragraph 3 of By-Laws and Seventeenth Amendment to same are amended as follows:

3) Board of Directors

.1 Membership: The affairs of the Association shall be managed by a Board of seven (7) Directors.

FIFTY-SECOND AMENDMENT:

The Forty-Third Amendment to Paragraph 11 of Declaration of Condominium is amended as follows:

The phrase "except to a present owner" is added.

FIFTY-THIRD AMENDMENT:

An addition is made to Forty-Fourth Amendment to Declaration of Condominium (Paragraph .11) .2) as follows:

Leasing of apartments will not be permitted until after two (2) years of occupancy by owner. A majority of the Board of Directors may rule otherwise because of extenuating circumstances. Present owners are excepted.

Except as amended hereinabove, the Declaration of Condominium and By-Laws of Granada House Condominium Apartments (and any previous amendments to same) are hereby ratified and confirmed in all respects.

98 JAN 31 PM 12:12

HEB/03 REC 899

700

IN WITNESS WHEREOF, and in certification hereof, the Board of Directors of the Granada House Association, Inc., has executed these Amendments this day of January, 1980.

Signed, sealed and delivered in presence of:

GRANADA HOUSE ASSOCIATION, INC. a corporation not for profit,

Mustang
Robert D. Taylor

Edward K. Harry
President
Fredrick L. Smith
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR



BEFORE ME, the undersigned authority, personally appeared ELWOOD K. HARRY and FREDRICK L. SMITH, respectively, as President and Secretary of GRANADA HOUSE ASSOCIATION, INC., a Florida corporation not for profit, to me personally known, and this day acknowledged before me that they executed the foregoing Amendments to the Declaration and By-Laws of Granada House Condominium Apartments, as such officers of such corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this day of January, 1980.

Margaret C. C.
Notary Public
Notary Public, State of Florida at Large
My commission expires March 11, 1983
My commission expires March 11, 1983



This instrument prepared by
P. O. Chils
201 N. Ocean Blvd.
Pompano Beach, Florida 33062

FILED 1/03 PAGE 900

88126001

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-laws, an exhibit to the Declaration of Condominium of Granada House Condominium Apartments as described in Book 3014 at Page 467 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 8 of the By-Laws, that is by proposal of the Board of Directors and approval by 75% of the members of the Association by written agreement in lieu of a meeting.

IN WITNESS WHEREOF, we have affixed our hands this 26th day of March, 1988, at City of Pompano Beach, Broward County, Florida.

By: N. D. Miller
President
Attest: Cheryl L. Baker
Secretary



STATE OF FLORIDA }
COUNTY OF BROWARD } SS

On this 26 day of March, 1988, personally appeared N. D. Miller and Cheryl L. Baker, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Walter S. Hall
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 27, 1989.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

BR15312PC 648

LAW OFFICES
BACKER, POLAKOFF & STREITFIELD, P.A. POST OFFICE BOX 9057 - FORT LAUDERDALE, FL 33310-9057
TELEPHONE (904) 911-1134

19.50
DA

AMENDMENTS TO DECLARATION OF CONDOMINIUM
AND BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Fifty-Fourth Amendment:

Amendment to Article 13, Section .2 of Declaration of
Condominium, as follows:

13) AMENDMENTS

.2 Resolution. . . . Such approvals must be by not
less than a majority of Directors and by not less than
seventy-five ~~sixty-six and two thirds~~ per cent (75 66-2/3%)
of the members of the Association.

Fifty-Fifth Amendment:

Amendment to Article 8, Section .2 of the By-Laws, as
follows:

8) AMENDMENTS

.2 Resolution. . . . Such approval must be by not less
than a majority of Directors and by not less than ~~seventy-~~
~~five~~ sixty-six and two thirds (75 66-2/3%) percent of the
members of the Association.

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

BR15312PG.649

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

89142901

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as described in OR Book 3014 at Page 467 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 9 of the By-Laws, that is by proposal of the Board of Directors and approval by 66 2/3% of the members of the Association at a meeting held March 14, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 31st day of March, 1989, at the City of Pompano Beach, Broward County, Florida.

By: Robert C. Thompson
President
Attest: Cheryl S. Bantini
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 31st day of March, 1989, personally appeared Robert C. Thompson and Cheryl S. Bantini, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Donna S. Haldeman
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES SEPT. 27, 1989.
HOWEVER THIS NOTARY PUBLIC LICENSED 1984

BR16342PC0536

13
2

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF GRANADA HOUSE CONDOMINIUM APARTMENTS
AND BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

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

1. Fifty-Sixth Amendment- Amendment to Paragraph 8) .1, Declaration of Condominium, as follows:

8) INSURANCE:

1. Authority to Purchase . . . Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense. Apartment owners shall be responsible for insuring the floor coverings, wall coverings, and ceiling coverings within their Apartment, and these items shall not be covered by the Association's insurance policies on the condominium property.

2. Fifty-Seventh Amendment- Amendment to Paragraph 11), Declaration of Condominium, as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS: . . .

In addition a fee not to exceed the prevailing legal fee allowed by the Florida Condominium Act of October 17, 1974, shall be charged for each Board action involving the sale, lease, gift, devise or inheritance, and any other transfer of title. Notice to the Association of any transfer of an Apartment shall be accompanied by a transfer fee in the amount of \$50.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, or such other amount as provided in the Condominium Act, as amended from time to time, to cover costs incident to the determination of approval. The Notice shall not be complete unless the fee is paid, and no application for transfer shall be considered by the Board unless accompanied by the fee.

3. Fifty-Eighth Amendment- Amendment to Paragraph 11) .1(b), Declaration of Condominium, as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS: . . .

.1 Sale . . .

(b) Approval by Association. Within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in the certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida. When the sale of an Apartment is completed, the new Apartment owner(s) shall provide to the Association a copy of the recorded warranty deed, in order to establish membership in the Association.

BK15342P61537

4. Fifty-Ninth Amendment- Amendment to Paragraph 3) .2, By-Laws, as follows:

3) BOARD OF DIRECTORS: . . .

.2 Designation of Directors shall be in the following manner:

(c) Any Director may be removed ~~from office, with or without cause,~~ by concurrence of two-thirds ~~a majority~~ of the members of the Association at a special meeting of the members called for that purpose, ~~or by agreement in writing. . . .~~

5. Sixtieth Amendment- Amendment to Paragraph 3) .3, By-Laws, as follows:

3) BOARD OF DIRECTORS:

.3 The term of each Director's service shall be from January 1st following election to December 31st and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided, ~~however, in no instance shall a Director serve more than two consecutive full one-year terms. A Director may be re-elected after there has been a one-year minimum interval following two consecutive one-year terms in office.~~

6. Sixty-First Amendment- Amendment to Paragraph 6) .7, By-Laws, as follows:

6) FISCAL MANAGEMENT:

.7 Fidelity Bonds shall be required ~~provided~~ by the Board of Directors, ~~from for~~ all officers, ~~Directors,~~ and employees of the Association and/or any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by ~~the Directors in such amounts as are required by the Condominium Act, as amended from time to time.~~ The Premiums on such bonds shall be paid by the Association.

BK 16342P03538

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

82270078

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS
AND BYLAWS AND HOUSE RULES AND REGULATIONS
OF GRANADA HOUSE ASSOCIATION, INC.

APR 21 1992

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominiums, Bylaws and House Rules and Regulations, an exhibit to the Declaration of Condominium of Granada House Condominium Apartments as described in Book 3014, Page 467 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article 10, Sec. 6 and Article 13 of the Declaration of Condominium, and Article 8 of the Bylaws, that is by proposal of the Board of Directors and approved by 66 2/3% of the members of the Association by written agreement in lieu of a meeting.

IN WITNESS WHEREOF, Granada House Association, Inc. by its President and Secretary, duly authorized in the premises, have here unto executed same this 20th day of April, 1992.

GRANADA HOUSE ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

By C. Richard O'Neil
C. Richard O'Neil, President

Attest: Frank Zwaska
Frank Zwaska, Secretary

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

On this 20th day of April, 1992, personally appeared C. Richard O'Neil and Frank Zwaska, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Janice Dawn Brown
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXPIRES ON July 7, 1995
BROWARD COUNTY, FLORIDA

This Instrument was prepared by
Granada House Association, Inc.
By C. Richard O'Neil, President
201 North Ocean Boulevard
Pompano Beach, Fl. 33062

BR 1934980517

[Handwritten signature]

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Sixty-Second Amendment: Amendment to Article 6),
Section .2 of the Declaration of Condominium, as follows:

6) ASSESSMENTS: . . .

.2 Interest; Application of Payments; Administrative
Late Charge. Assessments and installments thereon paid on
or before 10 days after the date when due shall not bear
interest, but all sums not paid on or before 10 days after
the date when due shall bear interest at the rate of ten
(10%) percent per annum from the date when due until paid.
In addition to the interest, the Association shall charge an
administrative late fee, in the amount of \$15.00, or such
other amount as the Board of Directors shall determine from
time to time, up to the highest amount allowed by law, as
amended from time to time, for each delinquent installment
that the payment is late. All payments upon account shall
be first applied to interest, then to late charges, any
costs and reasonable attorney's fees incurred in the collection
process, and then to the assessment payment first due.

Sixty-Third Amendment: Amendment to Declaration
of Condominium, Article 11), to add a new Section .2(e), as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS:

.2 Lease. . .

a) Collection of Rental by Association. No
lease of any apartment shall be valid unless the owner and
each proposed lessee agree, in writing, that, should the
owner become delinquent in the payment of any assessment or
installment thereon due the Association, the lessee shall
pay directly to the Association, on demand, any rental
payments due to the owner. The Association shall be granted
the full right and authority to demand and receive the
entire rent due from the lessee(s) and deduct from the rent
all assessments, interest, costs and attorney's fees, if
any, due to the Association. The balance, if any, shall be
forwarded to the unit owner at such place as the owner may
designate in writing. At such time as the delinquency no
longer exists, the Association shall cease to demand any
payments directly from the lessee(s), until such time as the
owner again becomes delinquent in payment of assessments.
The Board of Directors shall have the authority to adopt a
form Lease Addendum which shall be executed by lessee(s) and
owner in order to implement this provision.

Sixty-Fourth Amendment: Amendment to By-Laws,
Article 3), Section .2(b), as follows:

(b) Except as to vacancies provided by removal of
Directors by members, vacancies in the Board of Directors
occurring between annual meetings of members shall be filled
by the remaining Directors, until then next annual meeting.
At that time, a replacement Director shall be elected to fill
the remaining term of the seat which has been vacated.

BR19339980512

Sixty-Fifth Amendment: Amendment to By-Laws,
Article 3), Section .3, as follows:

3) BOARD OF DIRECTORS:

3. Commencing with the annual members' meeting of 1992, directors shall be elected for the following terms:

The three (3) persons receiving the highest number of votes shall be elected as Directors for three (3) year terms. The two (2) persons receiving the next highest number of votes will be elected as Directors for two (2) year terms. The two (2) persons receiving the sixth and seventh highest number of votes shall be elected as Directors for one (1) year terms. Thereafter, all Directors shall be elected for three (3) year terms, as their respective terms expire. In the event of a tie, the final determination shall be made by draw of playing cards. One suit of the deck shall be used, with ace high, and any candidate involved in the tie, or in the event there are only seven (7) candidates for the Board seats, then the seven candidates, shall draw a card, and the terms shall be set according to the highest card drawn, with the three highest card holders winning the three-year term, the next two highest card holders winning the two-year term, and the lowest two card holders winning the one-year term if the entire slate is drawing. The term of each Director's service shall be from January 1st following election to December 31st of the year in which the Director's term expires and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Sixty-Sixth Amendment: House Rules and Regulations
Rule 14.f., as follows:

14. SWIMMING POOL:

f. Children under 5 1/2 years of age are not permitted in the pool. All other children must be closely supervised by owners or tenants or the parents of the children at all times responsible.

Sixty-Seventh Amendment: House Rules and Regulations
~~Rule 3.B;~~ repeal 3.F; substitute new paragraph for 3.f and add new paragraphs 3.G and 3.H as follows:

3. GUESTS AND VISITORS:

B. Absentee Owners and lessees must notify office in writing and identify relatives or friends who will occupy their apartment be staying with them, giving their names and length of stay.

F. Guest-using-any-apartment-for-more-than-30-days-without-the-recorded-owner-being-in-residence-must-obtain-approval-from-the-Board-of-Directors. Immediate family members -- owner's parents, children or step-children, grandchildren or step-grandchildren, brothers, sisters, nieces, nephews and the respective spouses of the aforementioned, with owner's consent may occupy owner's apartment without owner being present providing they are over 18 years of age if no other adult is present and have been registered by owner with the office giving their full name and age of each prior to their taking occupancy of said owner's apartment. All of said immediate family members must notify office upon their arrival.

G. No other relatives, friends of guests of the owner or lessee may occupy the apartment in the absence of owner or lessee.

H. Immediate family members, other relatives, friends or guests of the owner staying longer than 30 cumulative days in any one calendar year must obtain the approval of the Board of Directors.

811966960971

Sixty-Eighth Amendment: House Rules and Regulations
No. 4

4. LEASES

- A. All leases must be approved by the Board of Directors. They shall be for a minimum of four consecutive months in any one year period. Only one lease will be approved in any twelve-month period. All leases must be approved by the Interview or Screening Committee and pay the usual application fee. An executed copy of all leases must be on file with the office before lessee takes possession of the leased apartment. ALL LESSEES MUST REGISTER AT THE OFFICE UPON ARRIVAL. Leasing of an apartment shall not be permitted until after two (2) years of secretary-by-owner ownership of the apartment.
- B. Anyone found violating Rule 3.F, 3.G and 3.H and 4, by the Board of Directors, after proper notice to the alleged owner violator and HEARING BY THE SAID BOARD, may be fined up to fifty dollars (\$50.00) per day for each day they are found in violation up to a maximum of \$1,000.00, plus all attorney fees, costs and other expenses incurred by the Association to enforce said rules, including non-litigation and pre-litigation attorney's fees incurred in alternative dispute resolution.

Sixty-Ninth Amendment: House Rules and Regulations
Rule 14.i., as follows:

1. Food, beverages, bottles, cans or glass articles, etc. are not to be used in the pool or patio area unless used in conjunction with an approved function EXCEPT that snacks, beverages, including alcoholic drinks, in non-breakable containers only, shall be permitted between 4:00 P.M. and 7:00 P.M., in the patio area only, but never in the pool at any time.

WILL CALL

This instrument was prepared by:
Ellen G. Hirsch, Esquire,
BECKER & POLIAROFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

93-38123-1800
08-25-93

CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium, By-Laws and House Rules and Regulations of Granada House Condominium Apartments, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as recorded in Official Records Book 3014 at Page 467 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium documents.

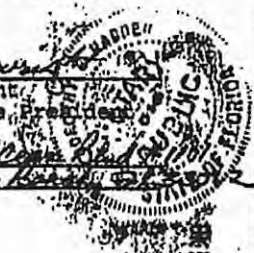
IN WITNESS WHEREOF, we have affixed our hands this 12 day of August, 1993, at Planters Beach, Broward County, Florida.

WITNESSES

GRANADA HOUSE ASSOCIATION, INC.

Sign Nancy S. Gable
Print Dorothy E. Hadden
Sign Beverly C. Koerber
Print Beverly C. Koerber

By Judy Safewright
Judy Safewright,
Assistant Vice President
Address: 2017 N. Ocean Blvd.
Planters Beach, FL 33424



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of August, 1993, by Judy Safewright, as Assistant Vice President of Granada House Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced Personal Name as identification.

NOTARY PUBLIC:

SIGN Dorothy E. Hadden
PRINT Dorothy E. Hadden
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: SEPT. 27, 1994.
BOWEN THRU NOTARY PUBLIC STATE OF FLORIDA

93028860232

6
u

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Seventieth Amendment: To Declaration of Condominium,
Section 5).1(a)(3), as follows:

5) MAINTENANCE

.1 Apartments:

(a) By the Association

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association. This shall apply only to damaged portions of the common elements which are located within the apartment, and shall not include the floor, wall or ceiling coverings within an apartment. The costs of repairing floor, wall and ceiling coverings shall be paid by the owner of the apartment.

(EXPLANATION: The Condominium Act provides that floor, wall and ceiling coverings are not covered by the Association's insurance policies. There have been many questions over the years concerning whether or not the Association is responsible for such repairs when common elements within the apartment are repaired, and this amendment is intended to clarify the answers for everyone and to bring our Documents within the law.)

Seventy-First Amendment: To Declaration of Condominium,
Section 5).1(b)(1), as follows:

5) MAINTENANCE

.1 Apartments:

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners. Each apartment owner shall be responsible and obligated for the maintenance, repair and replacement, as the case may be, of all doors, windows, screens, screen doors, interior walls, floor, wall and ceiling coverings, air conditioning and heating equipment, ovens, ranges, refrigerators, fans and other appliances and equipment. Furthermore, each unit owner shall be responsible to maintain, repair, replace, and insure all pipes, ducts, and all appliances, water heaters, built-in cabinets, electrical connections and wiring, plumbing, conduits, drains, valves and fixtures and their connections, regardless of where same may be located within the owner's apartment, which are required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary services to his apartment.

(EXPLANATION: This amendment is intended to clarify the maintenance responsibilities of each apartment owner, to eliminate the many questions and disputes which have arisen over the years. It contains language which explains the current obligations in more detail, and which matches the

REMOVED 233

new language in the Condominium Act which relates to insurance coverage provisions and requirements, as well as follows the current trends in the insurance industry.)

Seventy-Second Amendment: To Declaration of Condominium, Section 5)2(b), as follows:

.2 Common elements.

(b) Alteration and Improvement.

There shall be no alteration nor improvement of common elements without prior approval in writing by the record owners of all the apartments, provided, however, that any alteration or improvements of the common elements bearing the approval in writing of the record owners of not less than 98 apartments, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further approved, whether or not the apartment owner contributes to the cost thereof, two-thirds (2/3rds) of the voting interests in the Condominium.

(EXPLANATION: This provision of our Documents is a direct violation of the Condominium Act which provides that no owner may be excused from paying any portion of the common expenses unless all other owners are also excused. We need to correct this Document defect, and the Board felt that the approval of 2/3rds of the owners should be required for changes to the common elements.)

Seventy-Third Amendment: To the Declaration of Condominium, Section 8)2.(a), as follows:

8) INSURANCE:

2. Coverage.

(a) Casualty. All buildings and improvements, except as set forth below, upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Provided, however, the owner of each apartment shall, at his own expense, obtain insurance coverage for loss of or damage to furniture, floor, wall and ceiling coverings, furnishings, personal effects and other personal property belonging to such owner. Furthermore, each apartment owner shall insure, regardless of where same may be located, all electrical connections or wiring, plumbing, conduits, pipes, connections, and fixtures which serve only his or her unit and all appliances and built-in cabinets within his/her apartment.

(EXPLANATION: The Condominium Act was changed to provide that unit owners who were required to maintain appliances, built-ins, plumbing and so on for and in their apartments would be required to also insure these improvements. However, because of the way our Documents are written, we will have to adopt an amendment to allow the allocation of the insurance responsibility to the apartment owners. The Board believes this is more fair to all owners, since the Board has no control over the use of the appliances and so on inside the unit, but under the current requirements in our Declaration, all owners are being required to pay for repairs if a resident sets his cabinets on fire in the kitchen).

Seventy-Fourth Amendment: To the By-Laws of the Association, Section 3)8, as follows:

3) BOARD OF DIRECTORS:

BR21028P60231

.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. ~~The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.~~

(EXPLANATION: The new Condominium Act changes provide that the minutes of the board meetings must reflect the actual votes of all directors on all matters. Therefore, the provision of the By-Laws which allows Directors to be part of the quorum by signing the minutes after the meeting is concluded is no longer legal, and the Board would like it to be eliminated from the Documents to avoid any problem in the future.)

Seventy-Fifth Amendment: To the By-Laws of the Association, Section 4).7, as follows:

4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

.7 To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws, and the regulations for the use of the property in the condominium. In addition to the means for enforcement provided herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in such amounts and in the manner provided for in the Condominium Act, and according to the procedures set forth in the House Rules and Regulations, all as amended from time to time.

(EXPLANATION: The Condominium Law and the Condominium Documents provide that the Association can enforce the Documents by "legal means." At this point, legal means available include mandatory non-binding arbitration, and in certain circumstances, access to the Courts. From time to time, there are violations to the Condominium Documents, such as tenant violations, which would be long over by the time we were able to make our way through the arbitration process or the courts. The Condominium Law allows the Board of Directors to levy fines, after notice and an opportunity to be heard by an independent Grievance Committee, and sets dollar limits on the amount which may be fined. However, the authority to use the fining system must be in the By-Laws. The use of fines has been effective in other communities in encouraging habitual offenders to comply, without incurring a lot of legal fees in the process.)

Seventy-Sixth Amendment: To the By-Laws, Section 6).4, as follows:

6) FISCAL MANAGEMENT

.4 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half of such apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days notice thereof in such manner as the Board of Directors of the Association may require. This shall only apply to assessments for maintenance, repair or replacement of the

BK21028PE0235

common elements of the Condominium, or other ordinary common expenses which are within the scope of the Board's authority to levy assessments. This section shall not apply to assessments for alterations or improvements to the common elements which require a vote of the membership as provided in the Declaration of Condominium.

(EXPLANATION: The Condominium Act requires that the Board of Directors assess to pay all known or anticipated common expenses. The requirement that the membership approve such assessments causes delay, and in the event the approval is not received, puts the Board in the position of being unable to carry out its duties. The amendment is worded to provide the emergency assessment discretion to the Board only for ordinary common expenses, and not for any alterations or improvements to the common elements.)

Seventy-Seventh Amendment: To the House Rules and Regulations, Rule 5.c., to delete the final sentence, as follows:

5. INSIDE YOUR APARTMENT:

- c. The maintenance and repair of all facilities, structural parts, equipment, electrical wiring and appliances within each apartment unit including doors, walls, windows, air conditioning, heaters, drains, plumbing fixtures, valves, etc. are the personal responsibility of the owner, and shall be repaired and/or replaced at the owner's expense. This includes all storm shutters, screen doors, or similar devices placed either inside or outside the windows or doors. ~~Any water damage to any apartment is the responsibility of the person or owner of the apartment where the water leak or overflow originated.~~

(EXPLANATION: Today's insurance policies and the approach of the insurance industry is to refuse coverage for and payment on claims against neighboring units for damage of this kind. Since coverage is unavailable, and since this Rule is unenforceable, the Board recommends eliminating it from our Documents.)

Seventy-Eighth Amendment: To the House Rules and Regulations, Rule 6.b., as follows:

6. OUTSIDE YOUR APARTMENT:

- b. Installation of storm shutters must have prior approval of the Board as to design and construction. They shall be the sole responsibility of the apartment owner. Leaks into other apartments through the walls due to their improper installation will be the responsibility of the apartment owner where they are installed. All shutters shall be shades of white to match the exterior of the condominium building, and shall be installed by licensed and insured contractors. Apartment owners shall be responsible for repair of any damage to the common elements or the apartment which are a result of the installation or removal of the storm shutters. All storm shutters shall meet the specifications adopted by the Board of Directors, as amended from time to time. These specifications shall be available for review in the condominium office.

(EXPLANATION: The Condominium Act provides that all owners have the right to install "hurricane shutters," and requires that the Board of Directors adopt hurricane shutter specifications for all shutter installations on the condominium property. Since that is the case, the Board must integrate the reference to the specifications into the Rules and Regulations for future reference.)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

This instrument was prepared by:
Donna D. Berger, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

INSTR # 99724870
OR BK 30064 PG 0985
RECORDED 12/03/1999 11:05 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1915

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as recorded in Official Records Book 3014 at Page 471 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held November 4, 1999, which was adjourned in order to collect outstanding votes and reconvened on Dec 16, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of Dec, 1999, at POMPANO BEACH, Broward County, Florida.

WITNESSES

GRANADA HOUSE ASSOCIATION, INC.

Sign Doris Mae Nolan
Print DORIS MAE NOLAN
Sign J. Welch
Print James Welch

By Beverly Koerber
Beverly Koerber, President
Address: GRANADA HOUSE ASSOCIATION
301 N. OCEAN BLVD
POMPANO BEACH, FLA 33062

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of December, 1999, by Beverly Koerber, as President of Granada House Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification
Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign John Joseph Nolan, II
print JOHN JOSEPH NOLAN, II
My Commission expires: Aug 2, 2003

846874 1.DOC



John Joseph Nolan, II
Commission # CU 860293
Expires Aug. 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

AMENDMENTS TO THE
BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Section 2, subsection .1 of the By-Laws, as follows:

2) MEMBERS' MEETINGS:

.1 The annual members' meeting shall be held ~~at the office of the corporation at 8:00 o'clock p.m., Eastern Standard Time, on the second Wednesday in December of each year in the month of January of each year, at a date, time and location to be determined by the Board of Directors,~~ for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members, ~~provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day.~~ The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

2. Amendment to Section 3, subsection .1, of the By-Laws, as follows:

3) Board of Directors

.1 Membership: The affairs of the Association shall be managed by a Board of seven ~~(7)~~ five (5) Directors.

This instrument was prepared by:
KAYE BENDER REMBAUM, P.L.
Andrew B. Black, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CFN # 110836801
OR BK 48855 Pages 1837 - 1839
RECORDED 06/25/12 02:18:57 PM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3305
#1, 3 Pages

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
GRANADA HOUSE CONDOMINIUM APARTMENTS,
A CONDOMINIUM**

**Kaye Bender Rembaum, P.L.
WILL CALL #109**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Granada House Condominium Apartments, A Condominium, as described in Official Records Book 3014 at Page 471 of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of JUNE, 2012, at _____, Broward County, Florida.

Granada House Association, Inc.

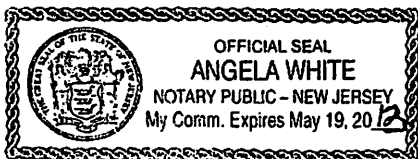
By: [Signature], President

Print Name: Francis Bianchi

STATE OF NEW JERSEY
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 11th day of June, 2012 by Francis Bianchi as President of Granada House Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced NJ Drivers License as identification.

NOTARY PUBLIC



My Commission Expires:

sign [Signature]
print Angela White
State of New Jersey, at Large

Granada House Association, Inc.

Attest: Beverly C. Koeber, Secretary

Print Name: Beverly C. Koeber

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of June, 2012 by Beverly Koeber as Secretary of Granada House Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:



SEBASTIAN J. PARISI
MY COMMISSION # DD 849247
EXPIRES: January 19, 2013
Bonded Thru Budget Notary Services

sign [Signature]

print Sebastian J Parisi
State of Florida at Large

My Commission Expires:

AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM
OF
GRANADA HOUSE CONDOMINIUM APARTMENTS,
A CONDOMINIUM

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

10) USE RESTRICTIONS;

. . .

.1 Apartments. Each of the apartments shall be occupied only by a single family as a residence and for no other purpose. Notwithstanding anything to the contrary contained in this Declaration, title to any apartment may not be in the name of more than two (2) separate families, as defined herein. In accordance with Article 11 of this Declaration, the Board of Directors shall not approve any application for sale or other conveyance if the proposed transaction reflects that more than two (2) separate families will be on the title to the apartment. For the purpose of this Section, the term "separate families" is defined as an individual or individuals who are not the parents, children, grandparents, grandchildren, brother, sister (and/or the respective spouses of the foregoing persons) of any other individual or individuals on the title to the apartment, or that is listed on the application materials for the transfer of title to an apartment.

. . .

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

89142901

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as described in OR Book 3014 at Page 467 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 8 of the By-Laws, that is by proposal of the Board of Directors and approval by 66 2/3% of the members of the Association at a meeting held March 14, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 31st day of March, 1989, at the City of Pompano Beach, Broward County, Florida.

By: Robert C. Thompson
President

Attest: Cheryl J. Bauer
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 31st day of March, 1989, personally appeared Robert C. Thompson and Cheryl J. Bauer, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Dorothy S. Hadden
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES SEPT. 27, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

BK 16342PG0536

13
24

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF GRANADA HOUSE CONDOMINIUM APARTMENTS
AND BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

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

1. Fifty-Sixth Amendment- Amendment to Paragraph 8) .1, Declaration of Condominium, as follow:

8) INSURANCE:

1. Authority to Purchase: . . . Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense. Apartment owners shall be responsible for insuring the floor coverings, wall coverings, and ceiling coverings within their Apartment, and these items shall not be covered by the Association's insurance policies on the condominium property.
. . .

2. Fifty-Seventh Amendment- Amendment to Paragraph 11), Declaration of Condominium, as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS: . . .

~~In addition a fee not to exceed the prevailing legal fee allowed by the Florida Condominium Act of October 1, 1974, shall be charged for each Board action involving the sale, lease, gift, devise or inheritance, and any other transfer of title.~~ Notice to the Association of any transfer of an Apartment shall be accompanied by a transfer fee in the amount of \$50.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, or such other amount as provided in the Condominium Act, as amended from time to time, to cover costs incident to the determination of approval. The Notice shall not be complete unless the fee is paid, and no application for transfer shall be considered by the Board unless accompanied by the fee.

3. Fifty-Eighth Amendment- Amendment to Paragraph 11) .1(b), Declaration of Condominium, as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS: . . .

.1 Sale. . . .

(b) Approval by Association. Within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in the certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida. When the sale of an Apartment is completed, the new Apartment owner(s) shall provide to the Association a copy of the recorded warranty deed, in order to establish membership in the Association.

BK 16342P60537

4. Fifty-Ninth Amendment- Amendment to Paragraph 3) .2, By-Laws, as follows:

3) BOARD OF DIRECTORS: . . .

.2 Designation of Directors shall be in the following manner:

(c) Any Director may be removed from office, with or without cause, by concurrence of two-thirds-a majority of the members of the Association at a special meeting of the members called for that purpose, or by agreement in writing. . . .

5. Sixtieth Amendment- Amendment to Paragraph 3) .3, By-Laws, as follows:

3) BOARD OF DIRECTORS:

.3 The term of each Director's service shall be from January 1st following election to December 31st and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided; ~~however, in no instance shall a Director serve more than two consecutive full one-year terms. A Director may be re-elected after there has been a one-year minimum interval following two consecutive one-year terms in office.~~

6. Sixty-First Amendment- Amendment to Paragraph 6) .7, By-Laws, as follows:

6) FISCAL MANAGEMENT:

.7 Fidelity Bonds shall be ~~required~~ provided by the Board of Directors, ~~from for~~ all officers, Directors, and employees of the Association and/or any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors in such amounts as are required by the Condominium Act, as amended from time to time. The Premiums on such bonds shall be paid by the Association.

BK 16342PG 0538

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

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Seventieth Amendment: To Declaration of Condominium,
Section 5).1(a)(3), as follows:

5) MAINTENANCE

.1 Apartments:

(a) By the Association

. . .

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association. This shall apply only to damaged portions of the common elements which are located within the apartment, and shall not include the floor, wall or ceiling coverings within an apartment. The costs of repairing floor, wall and ceiling coverings shall be paid by the owner of the apartment.

(EXPLANATION: The Condominium Act provides that floor, wall and ceiling coverings are not covered by the Association's insurance policies. There have been many questions over the years concerning whether or not the Association is responsible for such repairs when common elements within the apartment are repaired, and this amendment is intended to clarify the answers for everyone and to bring our Documents within the law.)

Seventy-First Amendment: To Declaration of Condominium,
Section 5).1(b)(1), as follows:

5) MAINTENANCE

.1 Apartments:

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners. Each apartment owner shall be responsible and obligated for the maintenance, repair and replacement, as the case may be, of all doors, windows, screens, screen doors; interior walls, floor, wall and ceiling coverings; air conditioning and heating equipment, ovens, ranges, refrigerators, fans and other appliances and equipment. Furthermore, each unit owner shall be responsible to maintain, repair, replace, and insure all pipes, ducts, and all appliances, water heaters, built-in cabinets, electrical connections and wiring, plumbing, conduits, drains, valves and fixtures and their connections, regardless of where same may be located within the owner's apartment, which are required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary services to his apartment.

(EXPLANATION: This amendment is intended to clarify the maintenance responsibilities of each apartment owner, to eliminate the many questions and disputes which have arisen over the years. It contains language which explains the current obligations in more detail, and which matches the

BK2M028PE0233

new language in the Condominium Act which relates to insurance coverage provisions and requirements, as well as follows the current trends in the insurance industry.)

Seventy-Second Amendment: To Declaration of Condominium, Section 5).2(b), as follows:

.2 Common elements.

(b) Alteration and Improvement.

There shall be no alteration nor improvement of common elements without prior approval in writing by the record owners of all the apartments, provided, however, that any alteration or improvements of the common elements bearing the approval in writing of the record owners of not less than 90 apartments, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof: two-thirds (2/3rds) of the voting interests in the Condominium.

(EXPLANATION: This provision of our Documents is a direct violation of the Condominium Act which provides that no owner may be excused from paying any portion of the common expenses unless all other owners are also excused. We need to correct this Document defect, and the Board felt that the approval of 2/3rds of the owners should be required for changes to the common elements.)

Seventy-Third Amendment: To the Declaration of Condominium, Section 8)2.(a), as follows:

8) INSURANCE:

2. Coverage.

(a) Casualty. All buildings and improvements, except as set forth below, upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Provided, however, the owner of each apartment shall, at his own expense, obtain insurance coverage for loss of or damage to furniture; floor, wall and ceiling coverings; furnishings, personal effects and other personal property belonging to such owner. Furthermore, each apartment owner shall insure, regardless of where same may be located, all electrical connections or wiring, plumbing, conduits, pipes, connections, and fixtures which serve only his or her unit and all appliances and built-in cabinets within his/her apartment.

(EXPLANATION: The Condominium Act was changed to provide that unit owners who were required to maintain appliances, built-ins, plumbing and so on for and in their apartments would be required to also insure these improvements. However, because of the way our Documents are written, we will have to adopt an amendment to allow the allocation of the insurance responsibility to the apartment owners. The Board believes this is more fair to all owners, since the Board has no control over the use of the appliances and so on inside the unit, but under the current requirements in our Declaration, all owners are being required to pay for repairs if a resident sets his cabinets on fire in the kitchen).

Seventy-Fourth Amendment: To the By-Laws of the Association, Section 3).8, as follows:

3) BOARD OF DIRECTORS:

BKZ 1028PC0234

.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. ~~The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.~~

(EXPLANATION: The new Condominium Act changes provide that the minutes of the board meetings must reflect the actual votes of all directors on all matters. Therefore, the provision of the By-Laws which allows Directors to be part of the quorum by signing the minutes after the meeting is concluded is no longer legal, and the Board would like it to be eliminated from the Documents to avoid any problem in the future.)

Seventy-Fifth Amendment: To the By-Laws of the Association, Section 4).7, as follows:

4) POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

.7 To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws, and the regulations for the use of the property in the condominium. In addition to the means for enforcement provided herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in such amounts and in the manner provided for in the Condominium Act, and according to the procedures set forth in the House Rules and Regulations, all as amended from time to time.

(EXPLANATION: The Condominium Law and the Condominium Documents provide that the Association can enforce the Documents by "legal means." At this point, legal means available include mandatory non-binding arbitration, and in certain circumstances, access to the Courts. From time to time, there are violations to the Condominium Documents, such as tenant violations, which would be long over by the time we were able to make our way through the arbitration process or the courts. The Condominium Law allows the Board of Directors to levy fines, after notice and an opportunity to be heard by an independent Grievance Committee, and sets dollar limits on the amount which may be fined. However, the authority to use the fining system must be in the By-Laws. The use of fines has been effective in other communities in encouraging habitual offenders to comply, without incurring a lot of legal fees in the process.)

Seventy-Sixth Amendment: To the By-Laws, Section 6).4, as follows:

6) FISCAL MANAGEMENT

.4 Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, ~~and upon approval in writing of more than one-half of such apartment owners concerned,~~ the assessment shall become effective, and it shall be due after 30 days notice thereof in such manner as the Board of Directors of the Association may require. This shall only apply to assessments for maintenance, repair or replacement of the

common elements of the Condominium, or other ordinary common expenses which are within the scope of the Board's authority to levy assessments. This section shall not apply to assessments for alterations or improvements to the common elements which require a vote of the membership as provided in the Declaration of Condominium.

(EXPLANATION: The Condominium Act requires that the Board of Directors assess to pay all known or anticipated common expenses. The requirement that the membership approve such assessments causes delay, and in the event the approval is not received, puts the Board in the position of being unable to carry out its duties. The amendment is worded to provide the emergency assessment discretion to the Board only for ordinary common expenses, and not for any alterations or improvements to the common elements.)

Seventy-Seventh Amendment: To the House Rules and Regulations, Rule 5.c., to delete the final sentence, as follows:

5. INSIDE YOUR APARTMENT:

- c. The maintenance and repair of all facilities, structural parts, equipment, electrical wiring and appliances within each apartment unit including doors, walls, windows, air conditioning, heaters, drains, plumbing fixtures, valves, etc. are the personal responsibility of the owner, and shall be repaired and/or replaced at the owner's expense. This includes all storm shutters, screen doors, or similar devices placed either inside or outside the windows or doors. ~~Any water damage to any apartment is the responsibility of the person or owner of the apartment where the water leak or overflow originated.~~

(EXPLANATION: Today's insurance policies and the approach of the insurance industry is to refuse coverage for and payment on claims against neighboring units for damage of this kind. Since coverage is unavailable, and since this Rule is unenforceable, the Board recommends eliminating it from our Documents.)

Seventy-Eighth Amendment: To the House Rules and Regulations, Rule 6.b., as follows:

6. OUTSIDE YOUR APARTMENT:

- b. Installation of storm shutters must have prior approval of the Board as to design and construction. They shall be the sole responsibility of the apartment owner. Leaks into other apartments through the walls due to their improper installation will be the responsibility of the apartment owner where they are installed. All shutters shall be shades of white to match the exterior of the condominium building, and shall be installed by licensed and insured contractors. Apartment owners shall be responsible for repair of any damage to the common elements or the apartment which are a result of the installation or removal of the storm shutters. All storm shutters shall meet the specifications adopted by the Board of Directors, as amended from time to time. These specifications shall be available for review in the condominium office.

(EXPLANATION: The Condominium Act provides that all owners have the right to install "hurricane shutters," and requires that the Board of Directors adopt hurricane shutter specifications for all shutter installations on the condominium property. Since that is the case, the Board must integrate the reference to the specifications into the Rules and Regulations for future reference.)

92170078

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS
AND BYLAWS AND HOUSE RULES AND REGULATIONS
OF GRANADA HOUSE ASSOCIATION, INC.

APR 20 1 59 PM '92

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominiums, Bylaws and House Rules and Regulations, an exhibit to the Declaration of Condominium of Granada House Condominium Apartments as described in Book 3014, Page 467 of the Official Records of Broward County, Florida, were duly adopted in the manner provided in Article 10, Sec. 6 and Article 13 of the Declaration of Condominium, and Article 8 of the Bylaws, that is by proposal of the Board of Directors and approved by 66 2/3% of the members of the Association by written agreement in lieu of a meeting.

IN WITNESS WHEREOF, Granada House Association, Inc. by its President and Secretary, duly authorizes in the premises, have here unto executed same this 20th day of April, 1992.

GRANADA HOUSE ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

By C. Richard O'Neil
C. Richard O'Neil, President

Attest: Frank Zwaska
Frank Zwaska, Secretary

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

On this 20th day of April, 1992, personally appeared C. Richard O'Neil and Frank Zwaska, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Lanita Jane Bowen
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: July 7, 1995.
BONDED BY THE STATE OF FLORIDA UNDERWRITERS.

This Instrument was prepared by
Granada House Association, Inc.
By C. Richard O'Neil, President
201 North Ocean Boulevard
Pompano Beach, Fl. 33062

BK 19399PE0511

Handwritten signature/initials

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS AND HOUSE RULES AND REGULATIONS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Sixty-Second Amendment: Amendment to Article 6),
Section .2 of the Declaration of Condominium, as follows:

6) ASSESSMENTS: . . .

.2 Interest; Application of Payments; Administrative Late Charge. Assessments and installments thereon paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. In addition to the interest, the Association shall charge an administrative late fee, in the amount of \$15.00, or such other amount as the Board of Directors shall determine from time to time, up to the highest amount allowed by law, as amended from time to time, for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, then to late charges, any costs and reasonable attorney's fees incurred in the collection process, and then to the assessment payment first due.

Sixty-Third Amendment: Amendment to Declaration of Condominium, Article 11), to add a new Section .2(e), as follows:

11) MAINTENANCE OF COMMUNITY INTERESTS:

. . .

.2 Lease. . .

e) Collection of Rental by Association. No lease of any apartment shall be valid unless the owner and each proposed lessee agree, in writing, that, should the owner become delinquent in the payment of any assessment or installment thereon due the Association, the lessee shall pay directly to the Association, on demand, any rental payments due to the owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from the lessee(s) and deduct from the rent all assessments, interest, costs and attorney's fees, if any, due to the Association. The balance, if any, shall be forwarded to the unit owner at such place as the owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease to demand any payments directly from the lessee(s), until such time as the owner again becomes delinquent in payment of assessments. The Board of Directors shall have the authority to adopt a form Lease Addendum which shall be executed by lessee(s) and owner in order to implement this provision.

Sixty-Fourth Amendment: Amendment to By-Laws, Article 3), Section .2(b), as follows:

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, until then next annual meeting. At that time, a replacement Director shall be elected to fill the remaining term of the seat which has been vacated.

BR 19399P60512

Sixty-Fifth Amendment: Amendment to By-Laws,
Article 3), Section .3, as follows:

3) BOARD OF DIRECTORS:

3. Commencing with the annual members' meeting of 1992, directors shall be elected for the following terms:

The three (3) persons receiving the highest number of votes shall be elected as Directors for three (3) year terms. The two (2) persons receiving the next highest number of votes will be elected as Directors for two (2) year terms. The two (2) persons receiving the sixth and seventh highest number of votes shall be elected as Directors for one (1) year terms. Thereafter, all Directors shall be elected for three (3) year terms, as their respective terms expire. In the event of a tie, the final determination shall be made by draw of playing cards. One suit of the deck shall be used, with ace high, and any candidate involved in the tie, or in the event there are only seven (7) candidates for the Board seats, then the seven candidates, shall draw a card, and the terms shall be set according to the highest card drawn, with the three highest card holders winning the three-year term, the next two highest card holders winning the two-year term, and the lowest two card holders winning the one-year term if the entire slate is drawing. The term of each Director's service shall be from January 1st following election to December 31st of the year in which the Director's term expires and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Sixty-Sixth Amendment: House Rules and Regulations
Rule 14.f., as follows:

14. SWIMMING POOL:

f. Children under 5 1/2 years of age are not permitted in the pool. All other children must be closely supervised by owners or tenants or the parents of the children at all times responsible.

Sixty-Seventh Amendment: House Rules and Regulations
amend Rule 3.B; repeal 3.F; substitute new paragraph for 3.f and add new paragraphs 3.G and 3.H as follows:

3. GUESTS AND VISITORS:

B. Absentee Owners and lessees must notify office in writing and identify relatives or friends who will occupy their apartment be staying with them, giving their names and length of stay.

F. Guest-using-any-apartment-for-more-than-30-days-without-the-recorded-owner-being-in-residence-must-obtain-approval-from-the-Board-of-Directors. Immediate family members -- owner's parents, children or step-children, grandchildren or step-grandchildren, brothers, sisters, nieces, nephews and the respective spouses of the aforementioned, with owner's consent may occupy owner's apartment without owner being present providing they are over 18 years of age if no other adult is present and have been registered by owner with the office giving their full name and age of each prior to their taking occupancy of said owner's apartment. All of said immediate family members must notify office upon their arrival.

G. No other relatives, friends or guests of the owner or lessee may occupy the apartment in the absence of owner or lessee.

H. Immediate family members, other relatives, friends or guests of the owner staying longer than 30 cumulative days in any one calendar year must obtain the approval of the Board of Directors.

BR 19399PE0513

Sixty-Eighth Amendment: House Rules and Regulations
No. 4

4. LEASES

- A. All leases must be approved by the Board of Directors. They shall be for a minimum of four consecutive months in any one year period. Only one lease will be approved in any twelve-month period. All lessees must be approved by the Interview or Screening Committee and pay the usual application fee. An executed copy of all leases must be on file with the office before lessee takes possession of the leased apartment. ALL LESSEES MUST REGISTER AT THE OFFICE UPON ARRIVAL. Leasing of an apartment shall not be permitted until after two (2) years of occupy-by-owner ownership of the apartment.
- B. Anyone found violating Rule 3.F, 3.G and 3.H and 4, by the Board of Directors, after proper notice to the alleged owner violator and hearing before said Board, may be fined up to Fifty Dollars (\$50.00) per day for each day they are found in violation up to a maximum of \$1,000.00, plus all attorney fees, costs and other expenses incurred by the Association to enforce said rules, including non-litigation and pre-litigation attorney's fees incurred in alternative dispute resolution.

Sixty-Ninth Amendment: House Rules and Regulations
Rule 14.i., as follows:

- i. Food, beverages, bottles, cans or glass articles, etc. are not to be used in the pool or patio area unless used in conjunction with an approved function EXCEPT that snacks, beverages, including alcoholic drinks, in non-breakable containers only, shall be permitted between 4:00 P.M. and 7:00 P.M., in the patio area only, but never in the pool at any time.



This instrument was prepared by:
 Donna D. Berger, Esquire,
 BECKER & POLIAKOFF, P.A.
 3111 Stirling Road
 Fort Lauderdale, FL 33312

INSTR # 99724870
 OR BK 30064 PG 0985
 RECORDED 12/03/1999 11:06 AM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 1915

CERTIFICATE OF AMENDMENT
 TO THE BY-LAWS OF
 GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as recorded in Official Records Book 3014 at Page 471 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held November 4, 1999, which was adjourned in order to collect outstanding votes and reconvened on Dec 16, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of Dec, 1999, at POMPANO BEACH, Broward County, Florida.

WITNESSES

Sign James Welch
 Print JAMES HAE NOLAN
 Sign [Signature]
 Print JAMES WELCH

GRANADA HOUSE ASSOCIATION, INC.

By [Signature]
 Beverly Koerber, President
 Address: GRANADA HOUSE ASSOC
201 N. OCEAN BLVD
POMPANO BEACH, FLA 33062

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of December, 1999, by Beverly Koerber, as President of Granada House Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
 Produced Identification
 Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]
 print JOHN JOSEPH NOLAN II
 My Commission expires: Aug 2, 2003



John Joseph Nolan, II
 Commission # CG 260295
 Expires Aug. 2, 2003
 Bonded Thru
 Atlantic Bonding Co., Inc.

AMENDMENTS TO THE
BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Section 2, subsection .1 of the By-Laws, as follows:

2) MEMBERS' MEETINGS:

.1 The annual members' meeting shall be held ~~at the office of the corporation at 8:00 o'clock p.m., Eastern Standard Time, on the second Wednesday in December of each year~~ in the month of January of each year, at a date, time and location to be determined by the Board of Directors, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members, ~~provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day~~. The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

2. Amendment to Section 3, subsection .1, of the By-Laws, as follows:

3) Board of Directors

.1 Membership: The affairs of the Association shall be managed by a Board of ~~seven (7)~~ five (5) Directors.



This instrument was prepared by:
Donna D. Berger, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

INSTR # 99724870
OR BK 30064 PG 0985
RECORDED 12/03/1999 11:06 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1915

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an Exhibit to the Declaration of Condominium of Granada House Condominium Apartments, as recorded in Official Records Book 3014 at Page 471 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held November 4, 1999, which was adjourned in order to collect outstanding votes and reconvened on Dec 16, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of Dec, 1999, at POMPANO BEACH, Broward County, Florida.

WITNESSES

GRANADA HOUSE ASSOCIATION, INC.

Sign Doris Mae Nolan

Print DORIS MAE NOLAN

Sign [Signature]

Print JAMES WELCH

By [Signature]
Beverly Koerber, President

Address: GRANADA HOUSE ASSOC
201 N. OCEAN BLVD
POMPANO BEACH, FLA 33062

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of December, 1999, by Beverly Koerber, as President of Granada House Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign [Signature]
print JOHN JOSEPH NOLAN II

My Commission expires: Aug 2, 2003



John Joseph Nolan, II
Commission # CG 260295
Expires Aug. 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

AMENDMENTS TO THE
BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Section 2, subsection .1 of the By-Laws, as follows:

2) MEMBERS' MEETINGS:

.1 The annual members' meeting shall be held ~~at the office of the corporation at 8:00 o'clock p.m., Eastern Standard Time, on the second Wednesday in December of each year~~ in the month of January of each year, at a date, time and location to be determined by the Board of Directors, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members, ~~provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next business day~~. The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

2. Amendment to Section 3, subsection .1, of the By-Laws, as follows:

3) Board of Directors

.1 Membership: The affairs of the Association shall be managed by a Board of ~~seven (7)~~ five (5) Directors.

AMENDMENT TO DECLARATION
OF CONDOMINIUM AND BY-LAWS
OF
80- 32878 GRANADA HOUSE CONDOMINIUM APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANADA HOUSE ASSOCIATION, INC., a Florida Corporation not for profit, formerly Granada House Association, referred to and described in that certain Declaration of Condominium of Granada House Condominium Apartments, which is recorded in Official Records Book 3014 at page 467 of the Public Record of Broward County, Florida, does hereby amend said Declaration and By-Laws as follows:

FORTY-NINTH AMENDMENT:

Portions of Paragraph 11, namely .1 (d), (1), (2) and (3) are hereby deleted from the Declaration of Condominium.

FIFTIETH AMENDMENT:

Paragraph .7) .4 of Declaration of Condominium and Eighth Amendment to same are hereby amended as follows:

The affairs of the Association shall be conducted by a Board of seven (7) Directors, who shall be designated in the manner provided in the By-Laws.

FIFTY-FIRST AMENDMENT:

Portions of Paragraph 3 of By-Laws and Seventeenth Amendment to same are amended as follows:

3) Board of Directors

.1 Membership: The affairs of the Association shall be managed by a Board of seven (7) Directors.

FIFTY-SECOND AMENDMENT:

The Forty-Third Amendment to Paragraph 11 of Declaration of Condominium is amended as follows:

The phrase "except to a present owner" is added.

FIFTY-THIRD AMENDMENT:

An addition is made to Forty-Fourth Amendment to Declaration of Condominium (Paragraph .11) .2) as follows:

Leasing of apartments will not be permitted until after two (2) years of occupancy by owner. A majority of the Board of Directors may rule otherwise because of extenuating circumstances. Present owners are excepted.

Except as amended hereinabove, the Declaration of Condominium and By-Laws of Granada House Condominium Apartments (and any previous amendments to same) are hereby ratified and confirmed in all respects.

80 JAN 31 PM 12:12

REC 8/03 PAGE 899

100

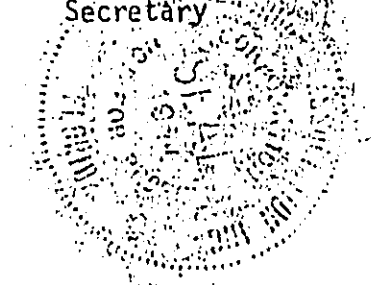
IN WITNESS WHEREOF, and in certification hereof, the Board of Directors of the Granada House Association, Inc., has executed these Amendments this _____ day of January, 1980.

Signed, sealed and delivered in presence of:

GRANADA HOUSE ASSOCIATION, INC. a corporation not for profit.

[Signature]
[Signature]

Elwood K. Harry President
Fredrick L. Smith Secretary



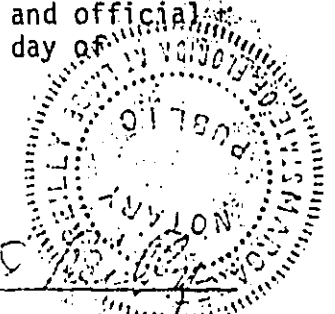
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

BEFORE ME, the undersigned authority, personally appeared ELWOOD K. HARRY and FREDRICK L. SMITH, respectively, as President and Secretary of GRANADA HOUSE ASSOCIATION, INC., a Florida corporation not for profit, to me personally known, and this day acknowledged before me that they executed the foregoing Amendments to the Declaration and By-Laws of Granada House Condominium Apartments, as such officers of such corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this _____ day of January, 1980.

Margaret A. O. [Signature]
Notary Public



Notary Public, State of Florida at Large
My Commission Expires March 11, 1983
My commission expires _____ American Fire & Casualty Company

This instrument prepared by
P. O. Chils
201 N. Ocean Blvd.
Pompano Beach, Florida 33062

REC 8703 PAGE 900

This instrument was prepared by:
KAYE BENDER REMBAUM, P.L.
Andrew B. Black, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

Kaye Bender Rembaum, P.L.
WILL CALL #109

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
GRANADA HOUSE CONDOMINIUM APARTMENTS,
A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Granada House Condominium Apartments, A Condominium, as described in Official Records Book 3014 at Page 471 of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of JUNE, 2012, at _____, Broward County, Florida.

Granada House Association, Inc.

By: [Signature]
_____, President

Print Name: FRANCIS BIANCHI

STATE OF NEW JERSEY
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 11th day of June, 2012 by Francis Bianchi as President of Granada House Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced NJ Drivers License as identification.

NOTARY PUBLIC:



My Commission Expires:

sign [Signature]
print Angela White
State of New Jersey at Large

Granada House Association, Inc.

Attest: Beverly C. Koerber
Secretary

Print Name: Beverly C. Koerber

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of June, 2012 by Beverly Koerber as Secretary of Granada House Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:



SEBASTIAN J. PARISI
MY COMMISSION # DD 849247
EXPIRES: January 19, 2013
Bonded thru Budget Notary Services

sign [Signature]

print Sebastian J Parisi
State of Florida at Large

My Commission Expires:

AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM
OF
GRANADA HOUSE CONDOMINIUM APARTMENTS,
A CONDOMINIUM

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

10) USE RESTRICTIONS;

. . .

.1 Apartments. Each of the apartments shall be occupied only by a single family as a residence and for no other purpose. Notwithstanding anything to the contrary contained in this Declaration, title to any apartment may not be in the name of more than two (2) separate families, as defined herein. In accordance with Article 11 of this Declaration, the Board of Directors shall not approve any application for sale or other conveyance if the proposed transaction reflects that more than two (2) separate families will be on the title to the apartment. For the purpose of this Section, the term "separate families" is defined as an individual or individuals who are not the parents, children, grandparents, grandchildren, brother, sister (and/or the respective spouses of the foregoing persons) of any other individual or individuals on the title to the apartment, or that is listed on the application materials for the transfer of title to an apartment.

. . .

88126001

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
GRANADA HOUSE CONDOMINIUM APARTMENTS AND
BY-LAWS OF GRANADA HOUSE ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an exhibit to the Declaration of Condominium of Granada House Condominium Apartments as described in Book 3014 at Page 467 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article 13 of the Declaration of Condominium and Article 8 of the By-Laws, that is by proposal of the Board of Directors and approval by 75% of the members of the Association by written agreement in lieu of a meeting.

IN WITNESS WHEREOF, we have affixed our hands this 26th day of March, 1988, at City of Pompano Beach, Broward County, Florida.

By: W.D. Weller
President

Attest: Cheryl Z. Bauer
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 26 day of March, 1988, personally appeared W.D. Weller and Cheryl Z. Bauer, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Barbara E. Gaddis
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES SEPT. 27, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

BK15312PG 648

9
11.50
DK

AMENDMENTS TO DECLARATION OF CONDOMINIUM
AND BY-LAWS OF
GRANADA HOUSE ASSOCIATION, INC.

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

Fifty-Fourth Amendment:

Amendment to Article 13, Section .2 of Declaration of
Condominium, as follows:

13) AMENDMENTS:

. . .

.2 Resolution. . . . Such approvals must be by not
less than a majority of Directors and by not less than
seventy-five sixty-six and two thirds per cent (75 66-2/3%)
of the members of the Association.

Fifty-Fifth Amendment:

Amendment to Article 8, Section .2 of the By-Laws, as
follows:

8) AMENDMENTS

. . .

.2 Resolution. . . . Such approval must be by not less
than a majority of Directors and by not less than seventy-
five sixty-six and two thirds (75 66-2/3%) percent of the
members of the Association.

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

BK 15312Pg 649

Granada House



GH

GRANADA HOUSE

CONDOMINIUM APARTMENTS

201 NORTH OCEAN BLVD. (A1A)

POMPANO BEACH, FL 33062

RULES & REGULATIONS

REVISED - FEBRUARY 2002

GRANADA HOUSE ASSOCIATION, INC.
REVISED RULES AND REGULATIONS
APPROVED OCTOBER 28, 1980 AND
AMENDED APRIL 14, 1992

1. PURPOSE:

These rules have been adopted to insure harmonious relationships among owners and to provide a well-managed facility with operating conditions conducive to comfort, convenience, and safety.

2. RESPONSIBILITY:

Each owner, agent, or the property authorized and approved tenant shall be responsible for the conduct of all family members and guests in accordance with these rules and regulations.

3. GUESTS AND VISITORS:

a. Residents are required to notify the office of any overnight guests and their length of stay. Identification of guests' vehicles is to be listed in the office.

R67A

b. Owners and Lessees must notify office in writing and identify relatives or friends who will be staying with them, giving their names and length of stay.

c. Children under 16 years of age are only permitted a 30-day stay within one calendar year.

d. No apartment unit or portion thereof may be used as an abode for paid transients or for any other purpose whatsoever except as a personal residence of the

owner, his immediate family, or other approved tenant. Apartment keys will not be issued to unregistered people without the owner's written authorization.

e. The owner is responsible for acquainting all tenants and guests of the Association's RULES AND REGULATIONS. Guests of owners may not invite other guests or visitors to use the facilities of the Granada House.

R67A

f. Immediate family members -- owner's parents, children or step-children, grandchildren or step-grandchildren, brothers, sisters, nieces, nephews and the respective spouses of the aforementioned, with owner's consent may occupy owner's apartment without owner being present providing they are over 18 years of age if no other adult is present and have been registered by owner with the office giving their full name and age of each prior to their taking occupancy of said owner's apartment. All of said immediate family members must notify office upon their arrival.

g. No other relatives, friends, or guests of the owner or lessee may occupy the apartment in the absence of owner or lessee.

h. Immediate family members, other relatives, friends or guests of the owner staying longer than 30 cumulative days in any one calendar year must obtain approval of the Board of Directors.

R68A 4. LEASES:

a. All leases must be approved by the Board of Directors. They shall be for a

minimum of four consecutive months in any one year period. Only one lease will be approved in any twelve-month period. All lessees must be approved by the Interview or Screening Committee and pay the usual application fee. An executed copy of all leases must be on file with the office before lessee takes possession of the leased apartment. ALL LESSEES MUST REGISTER AT THE OFFICE UPON ARRIVAL. Leasing of an apartment shall not be permitted until after two (2) years of ownership of the apartment.

- b. Anyone found violating Rule 3.F, 3.G and 3.H and 4, by the Board of Directors, after proper notice to the alleged owner violator and hearing before said Board, may be fined up to Fifty Dollars (\$50.00) per day for each day they are found in violation up to a maximum of \$1,000.00, plus all attorney fees, costs and other expenses incurred by the Association to enforce said rules, including non-litigation and pre-litigation attorney's fees incurred in alternative dispute resolution.

5. INSIDE YOUR APARTMENT:

The inside of your apartment is your private home in the same sense as if it were a single dwelling. You own it and are responsible for maintaining it. The only restrictions are those imposed by law, the Declaration of Condominium and By-Laws, and the House Rules and Regulations.

THE BASIC GRANADA HOUSE LIMITATIONS AND REGULATIONS ARE AS FOLLOWS:

- a. No resident may make or create unreasonable noises, odors, or other

R 77A

Original damage to any apartment is the responsibility of the owner. This and continue for her details (R 77A) and

annoyances which interfere with the rights, comfort, health, or convenience of the other residents.

- b. Carpeting with pad is an absolute requirement for all floors above the first floor, the only exceptions being the kitchen, foyer, and bath.
- c. The maintenance and repair of all facilities, structural parts, equipment, electrical wiring and appliances within each apartment unit including doors, walls, windows, air conditioning, heaters, drains, plumbing fixtures, valves, etc. are the personal responsibility of the owner, and shall be repaired and/or replaced at the owner's expense. This includes all storm shutters, screen doors, or similar devices placed either inside or outside the windows or doors. Any water damage to any apartment is the responsibility of the person or owner of the apartment where the water leak or overflow originated.
- d. Residents are responsible for taking precautions to prevent water damage through open windows and doors.
- e. Notify office when apartment is vacant for more than one day. During extended absence authorize someone to inspect apartment regularly and keep all water and sewer traps and drains filled with water to prevent sewer gas flow into apartment.
- f. Place one set of keys in Master Key File in the Office to use if an emergency arises.

delete

- g. Secure all windows and doors when leaving apartment for more than a short period of time. Also set timer on air conditioning unit to run a short period each day or have condensate drain checked every thirty days. No flammable material may be stored in the apartment's air conditioning room.

6. OUTSIDE YOUR APARTMENT:

- a. No owner may change the outside appearance of the apartment either structurally or by painting. Nothing shall be placed on the walls or floors of the entrance walkway other than a suitable door mat on the floor. Floor mats shall not extend beyond the width of the apartment's entrance door and not beyond the center line of the walkway. Floor covering at end apartments shall not extend into the area in front of the fire escape door.
- b. Installation of storm shutters must have prior approval of the Board as to design and construction. They shall be the sole responsibility of the apartment owner. Leaks into other apartments through the walls due to their improper installation will be the responsibility of the apartment owner where they are installed.
- c. Nothing is to be swept, poured, tossed, or shaken off the private balcony or public walkways including cigars, cigarettes or their ashes. Nothing may be placed on the floors, walls, balustrades or rails that could fall or cause injury, or that would diminish the architectural beauty or appearance of the building. Specifically no laundry, bathing suits, towels, carpets, wearing

apparel, etc. are to be hung in any way from any balcony.

- d. No cooking shall be done on any balcony. During a hurricane alert, balconies shall be cleared of all movable objects including rugs and carpets that have not been secured to the floor.

7. TRASH AND GARBAGE ROOMS:

Wrap or bag trash or other disposables carefully before dropping down the chute. Keep trash room clean. Keep door closed. Put nothing in chutes that would cause an obstruction, fire, explosion, unusual noise, or odor. Newspapers and magazines are to be piled on the floor next to trash barrel. Bottles, cans, and liquid containers should be cleaned and not thrown down chute, but should be placed in the trash barrel. Nothing heavy shall be placed in the chute. Keep lid on trash barrel. All carpeting, trimmings, or other similar residue from carpeting installation or other apartment repairs must be taken to first floor but not placed in the trash room. All installers must remove such residue from the premises. Obey any other notices posted in trash rooms. Always turn light off when leaving room. Do not use trash chute before 8:00 A.M. or after 9:00 P.M.

8. LAUNDRY ROOMS:

- a. Laundry Room Hours: 7:00 A.M. to 9:00 P.M. Always empty washer and dryer promptly. When finished, clean washer and both lint traps on dryers.
- b. Use units on floors other than your own ONLY if your equipment is not in working order. Keep laundry room door closed when not in use. No clotheslines or

racks are permitted. Turn lights off when room is not in use. Do not put sandy garments in washers. Rinse them thoroughly before washing.

Maintain a community sense of cleanliness and good order.

9. BIN STORAGE ROOMS:

Absolutely no flammable material permitted in storage bins. Nothing shall be stored in area outside of bins except properly identified storm shutters.

10. FIRE ESCAPE STAIRS:

Must be kept absolutely free of any objects other than association-installed fire extinguishing equipment. Doors on first level must remain closed and locked against outside entrance at all times. The first floor doors shall be used only as an emergency exit and never as an entrance.

11. PETS:

No pets are permitted on the premises at any time. Usual fish or birds are an exception providing they do not cause a nuisance or disturb the neighbors.

12. SOCIAL EVENTS - RECREATION ROOM:

- a. The Recreation Room is your room to enjoy. From time to time it may be reserved for special parties not open to all owners. Anyone who uses the facilities of the Recreation Room for a private affair must be responsible for cleaning up afterward. At private parties or gatherings of any kind where outsiders participate, a contribution of

not less than \$25.00 will be expected to help cover the cost of electricity, wear and tear on furniture and equipment, and janitor service. All group functions must be approved by the Chairman of the Entertainment Committee. All events should be in good taste with a deadline not later than 11:00 P.M. unless extended by the Chairman.

- b. All reservations for reasonable use of the Recreation Room must be approved by the Chairman of the Entertainment Committee.

13. ELEVATORS:

- a. No smoking permitted. Wear presentable attire. Bathers must wear robe, beach coat, or leisure shirt and foot wear. Do not delay service with Hold Button or obstruct door closure. When moving apartment furniture or appliances, the wall padding and floor covering must be installed.
- b. All moving of apartment furnishings must be made on the freight elevator.

14. SWIMMING POOL:

- a. Pool hours 8:00 A.M. to 9:00 P.M. Do not use while pool is being serviced or if "Pool Closed" sign is displayed. Observe all posted signs in Pool Area.
- b. Anyone using Pool does so at his own risk.
- c. Before entering Pool a Pool Shower is required each time. No person with infectious disease may use pool or patio area.

- d. All suntan lotion must be removed with a soap shower before entering pool.
- e. A full length underlying towel must be used on all patio furniture.
- R66A f. Children under 3 years of age are not permitted in the pool. All other children must be closely supervised by owners, tenants, or the parents of the children at all times.
- g. No jumping or diving in the pool is permitted.
- h. Persons coming from the beach must remove tar from feet and sand from body (using outside shower) before entering pool.
- R69A i. Food, beverages, bottles, cans or glass articles, etc are to be used in the pool or patio area unless used in conjunction with an approved function EXCEPT that snacks, beverages, including alcoholic drinks, in non-breakable containers only, shall be permitted between 4:00 P.M. and 7:00 P.M., in the patio area only, but never in the pool at any time.
- j. All bathers must wear acceptable bathing attire. At no time is a bather to use the lobby or elevator barefoot or in swim suit only.
- k. No rafts, snorkels, goggles, balls, toys, etc. may be used in the pool. All furniture must be kept at least 6 feet from the pool. Umbrellas must be closed when not in use.
- l. Shower Rooms open 8:00 A.M. to 7:00 P.M.

15. SHUFFLEBOARD COURT:

- a. Children under 14 years of age must be accompanied by an adult. Any damage to equipment caused by misuse is the responsibility of the owner involved. All equipment must be returned to storage area. Do not walk on the Shuffleboard Court. Use the adjacent alleys.

16. PARKING SPACES & DRIVEWAYS:

- a. Use owned space only. Do not use Guest or Granada House spaces except in emergency. Parking spaces are intended for passenger car use only. No trucks, trailers, campers, buses, motor homes, recreation vehicles or motorcycles may be parked on the Granada House grounds. The only exceptions will be for deliveries and service to apartment owners. Any exceptions must be approved by the Board of Directors.
- b. Spaces that are rented or allocated in trust must be documented in writing and on file in the Office.
- c. Except in inclement weather, all deliveries and pickups shall be made at the rear entrance.
- d. Cars shall not be wet-washed in parking spaces. Cars may be sponged, waxed, or dried in parking spaces providing no liquid runs or splashes on adjoining areas or parked cars.
- e. Owners shall instruct guests where to legally park.
- f. All cars shall be parked front end in.

17. GENERAL:

- a. There shall be no solicitations regardless of cause either direct or otherwise in any part of the Granada House or on the grounds. Sales people or agents permitted by personal appointment only.
- b. Service people or domestic help shall not loiter in the lobby. The space is barely large enough for entrance, exit, mail service and office business. The Recreation Room is available for visiting and long conversation.
- c. Granada House application forms must be used for all potential sales or rentals of apartments.
- d. No moving of apartment furniture in or out on Saturdays, Sundays or Holidays. Moving must be done weekdays between 9:00 A.M. and 5:00 P.M. Advance notice must be registered with the office.
- e. All plumbers, electricians and storm shutter installers must complete service form before performing work.
- f. The front driveway entrance shall be used only for loading and unloading of passengers. Unattended parking positively not allowed.
- g. Hoses at car wash racks shall be coiled on the hose rack and valve properly closed when finished using car washing area
- h. All public doors shall be closed at all times.

- i. Exercise equipment is not allowed in any apartment.
- j. No washers or dryer machines are permitted in apartments.
- k.** Please be aware parking on the premises is available for **ONE VEHICLE ONLY**
- l. Violations of any of these rules and regulations should be reported to Management.