

67- 19156

DECLARATION

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For

THE CREATION AND ESTABLISHMENT OF

ATLANTIC SHORES CONDOMINIUM

(Pursuant to the Condominium Act
of the State of Florida)

A. Submission Statement:

The undersigned hereby submits the condominium property,
as same is hereinafter described, to condominium ownership.

B. Name:

The name by which this condominium is to be identified
is ATLANTIC SHORES CONDOMINIUM.

C. Legal Description of Land Included:

Lots 28 through 36, inclusive, of Block 8,
ATLANTIC SHORES DIXIE HIGHWAY SECTION, ac-
cording to the Plat thereof recorded in
Plat Book 9, page 34, of the Public Records
of Broward County, Florida; said lands situ-
ate, lying and being in Broward County,
Florida.

D. Identification of Units:

The units of this condominium are identified by number
pursuant to, and as shown on, Exhibit "B" attached hereto and made
a part hereof.

E. Survey, Plot Plan, and Graphic Description of Improvements:

Exhibit "B" attached hereto and made a part hereof, and
consisting of 5 pages, contains all information, matters and
things as required by F. S. A. 711.08 (e).

67 MAR 1 AM 11:18

Return to
GROUCH & WARD, ATTORNEYS AT LAW, HALLANDALE, FLORIDA
1820 E. Beach Blvd.

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✓

F. Undivided Shares in the Common Elements:

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<u>Unit Number</u>		<u>Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit</u>
101		3.37825
102		3.25921
103		2.25931
104		2.37835
105	<u>FIRST</u>	2.37835
106	<u>FLOOR</u>	2.37835
107		2.37835
108		2.37835
109		2.37835
110		2.25931
111		3.25921
112		3.37825
201		3.47347
202		3.35444
203		2.37835
204		2.49738
205	<u>SECOND</u>	2.49738
206	<u>FLOOR</u>	2.49738
207		2.49738
208		2.49738
209		2.49738
210		2.37835
211		3.35444
212		3.47347
301		3.56871
302		3.44967
303		2.47357
304		2.59261
305	<u>THIRD</u>	2.59261
306	<u>FLOOR</u>	2.59261
307		2.59261
308		2.59261
309		2.59261
310		2.47357
311		3.44967
312		3.56871

G. Percentages and Manner of Sharing Common Expenses and Owning
Common Surplus:

Each unit owner shall share that percentage of the common expenses, and own that percentage of common surplus, as is hereby attributed to the respective units, to-wit:

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<u>Unit Number</u>		<u>Percentages of Common Expenses and Surplus</u>
101		3.3983%
102		3.3983%
103		2.4675%
104		2.4675%
105	<u>FIRST FLOOR</u>	2.4675%
106		2.4675%
107		2.4675%
108		2.4675%
109		2.4675%
110		2.4675%
111		3.3983%
112		3.3983%
201		3.3983%
202		3.3983%
203		2.4675%
204		2.4675%
205	<u>SECOND FLOOR</u>	2.4675%
206		2.4675%
207		2.4675%
208		2.4675%
209		2.4675%
210		2.4675%
211		3.3983%
212		3.3983%
301		3.3983%
302		3.3983%
303		2.4675%
304		2.4675%
305	<u>THIRD FLOOR</u>	2.4675%
306		2.4675%
307		2.4675%
308		2.4675%
309		2.4675%
310		2.4675%
311		3.3983%
312		3.3983%

H. Voting Rights:

There is hereby allocated one (1) vote to each of the thirty-six (36) condominium parcels. Each vote shall be cast by the respective unit owners. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit.

I. Amendments:

- (1) This Declaration (except as otherwise provided herein)

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may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the unit owners present and voting.

(2) The above provision; however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, and the provisions of sub-paragraph (1) hereof, any amendment of this Declaration, or of the By-Laws attached hereto, which in any way alters, changes, limits, diminishes, or otherwise affects Hollywood Federal Savings and Loan Association's, or any other institutional mortgagee's, right or equity as mortgagee of any Condominium Parcel, shall require the joinder of said Association, or other such institutional lender, in order to become effective.

(3) All amendments shall be recorded as required by Law.

J. By-Laws:

The By-Laws of this condominium are as set forth in Exhibit "A" attached hereto and made a part hereof. The By-Laws may be amended in the same manner as this Declaration, as provided in Paragraph I (1) above.

K. Name of Association - Resident Agent:

The name of the Association responsible for the operation of this condominium is Atlantic Shores Condominium Association. The Association is not incorporated.

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S. Lee Crouch, a resident of Hallandale, Broward County, Florida, whose address is 1820 East Beach Boulevard, Hallandale, Florida, 33009, is hereby designated as the person to receive service of process upon the Association, as its agent.

L. Additional Provisions, Covenants, Restrictions, Conditions and Limitations:

(1) Assessments.

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentages attributed to the respective units in Paragraph G hereof, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable Attorneys fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a Receiver to collect same.

(2) Termination.

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of 75% of the unit owners, as authorized and provided in Paragraph L (4) herein.

(3) Insurance.

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property

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owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, and their mortgagees as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original building prepared by John Edwin May, Architect, said plans being on file with the Building Department of the City of Hallandale, Florida.

If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of 50% of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless 75% of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and

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keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liabilities arising out of the use of the common elements and units. Said policy shall be in an amount of not less than \$100,000.00/\$300,000.00 P.I., and \$25,000.00 P.D.

The Association further shall, if required by State Law, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

(4) Common Elements.

The common elements shall include the land and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wall paper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No material alteration or substantial additions to the common elements shall be made, except upon the affirmative vote of 75% of the unit owners. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

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(5) Parking Area.

The parking area, being a part of the common elements, shall be used in common by all unit owners, their guests and invitees. In the event the unit owners find it desirable to allocate particular parking spaces to particular units, the Board of Directors may prepare and present a parking plan to the unit owners, attributing parking spaces to the units, and upon adoption of such plan by an affirmative vote of 75% of the unit owners, said plan shall be binding on all unit owners, and thereafter said plan shall not be changed, except upon the vote of 90% of the unit owners. The parking plan need not be recorded in the Public Records.

(6) Obligation of Unit Owners--Rules and Regulations.

All unit owners, in addition to all other obligations, duties, rights and limitations imposed upon them by this Declaration, the By-Laws of the Association, and the Condominium Act, shall be subject to the following Rules and Regulations, which shall be applicable to unit owners, their families, guests, invitees, tenants and sub-lessees, to-wit:

(a) No unit shall be used for any purpose than as and for a single-family residence or dwelling.

(b) All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

(c) No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, or in his respective unit if such sign may be seen from any portion of the common elements, except for name plates which shall be uniform in size and design and approved by the Board of Directors.

(d) No child under the age of twelve (12) years

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shall be permitted to occupy or reside in a unit except on a temporary visitation basis as otherwise provided for herein.

(e) No one bedroom unit shall be permanently occupied by more than three (3) individuals, and no two bedroom unit shall be permanently occupied at any time by more than four (4) individuals, except on a temporary basis as otherwise provided herein.

(f) Unit owners, or their lessees, shall be permitted to have visitor occupants of any age for up to two (2) weeks in any six (6) months' period, or a maximum of four (4) weeks in any twelve (12) months' period; provided that at no time shall any one bedroom unit be occupied by more than five (5) individuals, or any two bedroom unit by more than six (6) individuals.

(g) Unit owners shall not keep or permit to be kept in or on the condominium property, any pet, except such pets as may have been approved in writing by the Board of Directors of the association. The following shall govern the type pets that may be kept:

1. The only type pets which may be approved by the directors, or which are permitted, shall be small house dogs (commonly called lap dogs); fish, such as goldfish or tropical varieties; birds of the type which are commonly kept as pets; and cats. No unit owner shall be permitted more than one dog or cat, as the case may be, and no unit owner shall own, keep or raise any pet for commercial purposes.

2. No pet shall be permitted in any place in or on the condominium property, other than in the members apartment, without being caged or leashed, as appropriate.

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3. All pets shall be walked only on areas designated for pets by the Board of Directors.

4. The unit owner specifically agrees that in the event any pet becomes a nuisance to other unit owners that the Board of Directors shall have the right to withdraw the approval of such pet, in which event the unit owner agrees to remove said pet from the condominium property and the owner's unit. The Board of Directors determination that a pet constitutes a nuisance shall be final, conclusive and uncontestable by the unit owner.

(h) Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements, and shall be liable for damages therefor.

(i) All common hallways, balconies and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

(j) No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, not shall any such items be hung over or on balconies.

(k) All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

(l) All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

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(m) No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P. M. and the following 9:00 o'clock A. M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 o'clock P. M. and the following 9:00 o'clock A. M.; nor shall an occupant commit or permit any nuisance, immoral or illegal act in his unit or in the common elements.

(n) All unit owners and/or occupants shall conform to and abide by the By-Laws, this Declaration, and the Rules and Regulations as regards the use of the respective units and the common elements, and further agree to abide by such additional Rules and Regulations as may be adopted in writing from time to time by the Board of Directors of the Association, and upon the affirmative vote thereon by 75% of the unit owners; and further, shall see that all persons using owners' units shall likewise abide by such Rules and Regulations.

(7) Leasing.

No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than thirty (30) days, or (b) rentals where the occupants of the unit are to be provided services such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. Other than for the foregoing, the owners of the respective units shall have the right to lease same provided that all such leases are made subject to

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this Declaration, the By-Laws, and the Condominium Act; and provided further that the name, age, and address of the proposed tenant, and tenant's family, are furnished to the Association's Board of Directors, together with a copy of the proposed lease agreement.

(8) The officers of the Association, until the first meeting of the members of the Association as provided in the By-Laws, are as follows:

EDWARD H. UPTON	-	President
S. LEE CROUCH	-	Vice President
NELLIE M. UPTON	-	Secretary-Treasurer

(9) The undersigned, being the developer and fee owner, hereby reserves the right in connection with the selling and/or leasing of the condominium parcels owned by him at the time of filing of this Declaration. To make such use of the unsold units and the common elements as may facilitate such sale and/or leasing, including but not limited to maintenance of the sales office, model units, the showing of the property and the display of signs.

(10) The ATLANTIC SHORES CONDOMINIUM shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and exhibits attached hereto shall be determined in all instances by the provisions of the said Act.

(11) Limited Common Elements - Definition.

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

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(12) Storage.

The storage space on the first floor, as shown on Exhibit "B" attached hereto, is hereby designated as limited common elements and is restricted exclusively for the joint use of unit numbers 101 through 112, inclusive.

The storage space on the second floor, as shown on Exhibit "B" attached hereto, is hereby designated as limited common elements and is restricted exclusive for the joint use of unit numbers 201 through 212, inclusive.

The storage space on the third floor, as shown on Exhibit "B" attached hereto, is hereby designated as limited common elements and is restricted exclusively for the joint use of unit numbers 301 through 312, inclusive.

Individual spaces within the respective storage rooms shall be assigned to the respective units by the directors of the association and once assigned shall be for the exclusive use of the unit to which the respective space is assigned.

(13) The numbered porch areas, as shown on Exhibit "B" attached hereto, are hereby designated as limited common elements. The said numbered areas are hereby allocated for the exclusive use of the corresponding numbered units.

In the instances where it is necessary for adjoining unit owners to cross over a portion of the porch area assigned the adjoining unit, in order to gain access to such unit owners unit, said unit owners shall have and are hereby granted a non-exclusive easement over such portions of the porch area of the adjoining unit as is necessary for ingress and egress.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 25th day of February, A.D., 1967

Witnesses:

Edna M. Pollock
Edna M. Pollock

ATLANTIC SHORES APARTMENTS, INC. (SEAL)

By *Edward H. Upton*
Edward H. Upton, President

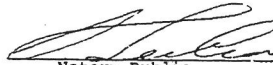
Attest *Neellie M. Upton*
Neellie M. Upton, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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I HEREBY CERTIFY, that on this 25th day of February, A.D., 1967, before me personally appeared EDWARD H. UPTON and NELLIE M. UPTON, President and Secretary-Treasurer respectively of ATLANTIC SHORES APARTMENTS, INC., a corporation under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Hallandale, in the County of Broward and State of Florida, the day and year last aforesaid.


Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 11, 1970
BONDED THROUGH FRED W. DIRTELHORST

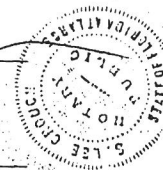


EXHIBIT "A"

BY - LAWS

of

ATLANTIC SHORES CONDOMINIUM

The operation of the condominium property of the Atlantic Shores Condominium shall be governed by these By-Laws, and in accordance with the provisions of F. S. A. Chapter 711, known as (and hereinafter referred to) the Condominium Act.

ARTICLE I.

DEFINITIONS

Section 1. As used in these By-Laws, the Declaration to which same are attached, and Exhibit "B" attached hereto (unless the context otherwise requires) all words, phrases, names and/or terms shall have the same meaning and be used and defined the same as they are in the Condominium Act.

ARTICLE II:

THE ASSOCIATION

Section 1. Name. The name of this Association is Atlantic Shores Condominium.

Section 2. Legal Status. The Association is not incorporated but is an entity existing pursuant to the Condominium Act.

Section 3. Members. The owners of the condominium parcels shall be the members of this Association.

(a) Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership.

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(b) Any legal entity, upon acquiring title to a Condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 4. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 5. Annual Meetings. The first annual meeting of the Association shall be held on or before forty-five (45) days from the date of the recording of this Declaration. Notice of said meeting shall be given as provided herein. Thereafter, the annual meeting shall be held on the 15th day of March in each year if not a legal holiday, and if a legal holiday, then on the next secular day following. At such meeting there shall be elected by ballot of the members, a board of directors in accordance with the requirements of Section 4 of Subparagraph A of Article III of these By-Laws. The members may also transact such other business of the Association as may properly come before them. The time and place of said meeting shall be determined by the Board of Directors. The Directors, by a majority vote, may change the date of the annual meeting from time to time for the convenience of the members.

Section 6. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the board of directors, or upon a petition signed by twenty per cent of the members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by con-

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sent of four-fifths of the members present, either in person or by proxy.

Section 7. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address, at least ten, but not more than twenty, days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 8. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean unit owners having the right to vote nineteen (19) or more votes.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 8 of this Article, shall constitute a quorum.

Section 10. 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 (except as otherwise provided by law) adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 11. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

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Section 12. Proxies. A member may appoint any other member as a proxy. Any proxy must be filed with the Secretary at or before the appointed time of each meeting.

Section 13. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election (if election to be held).
- (g) Election of board members (if election to be held).
- (h) Unfinished business.
- (i) New business.

ARTICLE III.

ADMINISTRATION

A. BOARD OF DIRECTORS.

Section 1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of seven persons, all of whom shall be members of the Association, be up to date in the payment of their respective assessments, and have complied with the rules and regulations of the Association.

Section 2. Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Condominium Act, or these By-Laws directed to be exercised and done by the members or officers. The powers of the board shall include, but not be limited to, the following:

- (a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount

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to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements, and for contingencies.

(b) To promulgate such rules and regulations pertaining to use and occupancy of the common elements as may be deemed proper, and which are consistent with these By-Laws, the Condominium Act, and the Declaration. Such rules and regulations shall require the affirmative vote or written approval of seventy-five per cent of the unit owners before becoming effective.

(c) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

(d) To determine who shall act as legal counsel for the Association whenever necessary.

(e) To determine the depository for the funds of the Association.

(f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.

(g) Assess and collect all assessments pursuant to the Condominium Act.

Section 3. Management Agent. The board of directors may employ for the Association a management agent at a compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Section 2 of this Article.

Section 4. Election and Term of Office. At the first annual meeting of the Association the term of office

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of three directors shall be fixed for three years; the term of office of two directors shall be fixed at two years; and the term of office of two directors shall be fixed at one year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the unit owners, shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the owners at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a vote of the majority of the unit owners of record, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 7. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the board of directors before the services are undertaken.

Section 8. Organization Meeting. The first meeting of a newly elected board of directors shall be held within ten days of election, at such place as shall be fixed

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by the board at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the board of directors shall be present.

Section 9. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors 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.

Section 10. Special Meetings. Special meetings of the board of directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the board of directors shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least three directors.

Section 11. Waiver of Notice. Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board of directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the board of directors a majority of the directors shall constitute a

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quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The board of directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

B. OFFICERS.

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the board of directors. The board of directors may appoint an Assistant Treasurer, and an Assistance Secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board, and shall hold office at the pleasure of the board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside

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at all meetings of the Association and of the board of directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power of appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the board of directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the board of directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.

Adopted this 25 day of Feb, A.D., 1967.

ATLANTIC SHORES CONDOMINIUM

By Edward H. Upton
Edward H. Upton, President

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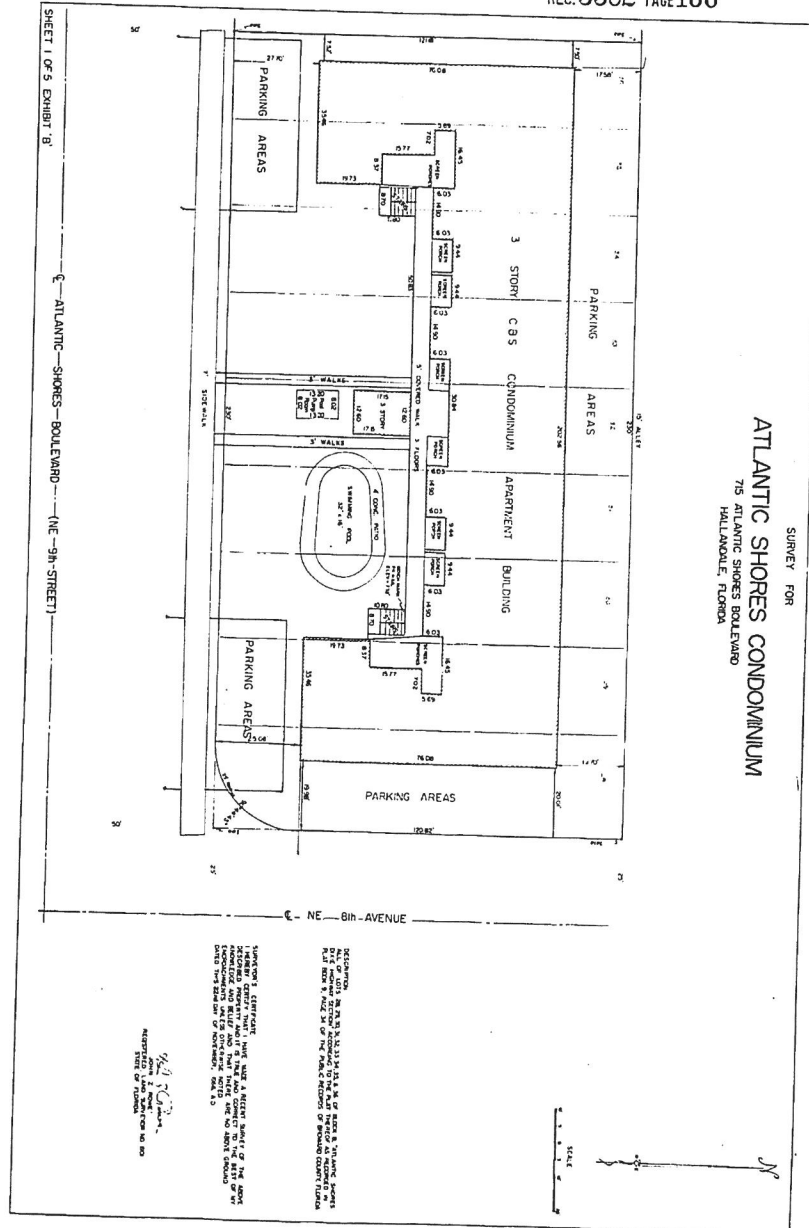
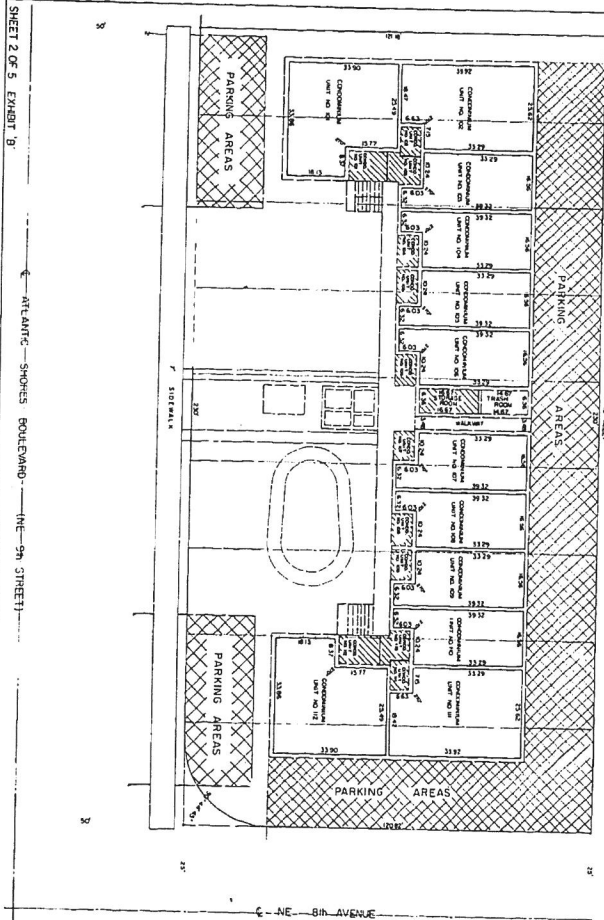


EXHIBIT "B"

LOCATION OF COMMON ELEMENTS & CONDOMINIUM UNITS
101 THRU 112
ATLANTIC SHORES CONDOMINIUM
FIRST FLOOR



SHEET 2 OF 5 EXHIBIT 'B'

ATLANTIC SHORES BOULEVARD - (NE 9th STREET) -

- [illegible]

RECEIVED FOR
JUL 2 1964
RECEIVED LAND SURVEYOR NO 809
STATE OF FLORIDA

SHEET 4 OF 5 EXHIBIT B'

ATLANTIC SHORES BOULEVARD (NE 9TH STREET)

~~C - NE 8th AVENUE~~

LOCATION OF COMMON ELEMENTS & CONDOMINIUM UNITS
301 THRU 312
ATLANTIC SHORES CONDOMINIUM
THIRD FLOOR

1. The CONGRESSIONAL and SENATORIAL or LEGISLATIVE BRANCHES OF THE UNITED STATES OF AMERICA SHALL BE COMPOSED OF SENATORS AND REPRESENTATIVES AND CLERKS OF THE HOUSE OF REPRESENTATIVES.
 2. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 3. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
 4. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 5. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
 6. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 7. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
 8. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 9. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
 10. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 11. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
 12. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 13. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
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 16. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.
 17. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF NO LESS THAN ONE HUNDRED AND THIRTY MEMBERS AND NO MORE THAN FOUR HUNDRED MEMBERS.
 18. THE HOUSE OF REPRESENTATIVES SHALL BE COMPOSED OF MEMBERS CHOOSE BY THE PEOPLE OF THE SEVERAL STATES AND OF THE DISTRICT OF COLUMBIA AND OF THE SEVERAL TERRITORIES AND POSSIBLE POSSESSIONS OF THE UNITED STATES.

REMARKS BY
J. D. G. G. G.
APR 2 1962
POSTED AND SIGNED BY
STATE OF FLORIDA

JOHN Z. ROWE & ASSOCIATES
LAND SURVEYORS

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7470 LINCOLN STREET, HOLLYWOOD, FLORIDA
TELEPHONE: 987-4216 987-7937

November 22, 1966

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD) SS: ATLANTIC SHORES CONDOMINIUM

BEFORE ME, the undersigned authority duly authorized
to administer oaths and take acknowledgments, personally
appeared JOHN Z. ROWE, who after first being duly cautioned
and sworn, deposed and says as follows:

1. That he is a duly registered land surveyor under
the laws of the State of Florida, being Surveyor No. 1901.
2. Affiant hereby certifies that the Declaration of
Condominium of ATLANTIC SHORES CONDOMINIUM together with the
exhibits attached thereto, constitute a correct representation
of the improvements located upon the real property described
therein, and that there can be determined therefrom the
identification, location, dimension and size of the common
elements, and of each Condominium Unit therein.

FURTHER AFFIANT SAYETH NAUGHT

SWORN TO AND SUBSCRIBED before me
this 22nd day of November, 1966, A.D.

Notary Public, State of Florida at Large

My Commission Expires: Oct. 31, 1967
Bonded By American Fire & Casualty Co.
Over 18 Years Experience in South Florida

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



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 20th
of February, 2018
County Administrator.
By [Signature]

Deputy Clerk

This instrument was prepared by:
Kevin L. Edwards, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

INSTR # 100783494
OR BK 31207 PG 1939
RECORDED 01/23/2001 11:09 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1033

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION FOR THE
CREATION AND ESTABLISHMENT OF
ATLANTIC SHORES CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration For The Creation and Establishment of Atlantic Shores Condominium, said original Declaration having been recorded in Official Records Book 3382 at Page 137 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the governing documents of the Association, at a meeting held on February 8, 2000.

IN WITNESS WHEREOF, we have affixed our hands this 18 day of January, 2001, at Hallandale Beach, Broward County, Florida.

WITNESSES

ATLANTIC SHORES CONDOMINIUM
ASSOCIATION, INC.

Sign Colette Turcotte

Print Colette Turcotte

Sign Armande L. Monass

Print ARMANDE L. MONASS

By: Joseph Julian
Joseph Julian, President
721 Atlantic Shores Boulevard
Hallandale Beach, FL 33009

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of January, 2001, by Joseph Julian, as President of Atlantic Shores Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ☐ OR
Produced Identification ☒
D.L. # 1450-499-20-107
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign Armande L. Monass
print ARMANDE L. MONASS
My Commission expires:

620332_1.DOC



**AMENDMENT TO THE
DECLARATION FOR THE
CREATION AND ESTABLISHMENT OF
ATLANTIC SHORES CONDOMINIUM**

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

1. Amendment to Article L, Section (6)(d), of the Declaration, to read as follows:

(d) ~~No child under the age of twelve (12) years shall be permitted to occupy or reside in a unit except on a temporary visitation basis as otherwise provided for herein.~~ Inasmuch as Atlantic Shores Condominium is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods as provided in the Association Documents or rules and regulations promulgated by the Board. Each of the Apartments shall be intended and operated for occupancy by at least one person fifty-five (55) years of age or older. No permanent occupancy of any unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55), unless at least one person aged fifty-five (55) or older is also a permanent resident in the unit. Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Atlantic Shores community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who do not meet the criteria established herein. Permanent occupancy or residency may be defined in the Rules and regulations of the Association as may be promulgated by the Board.