



# *Claridge*

## Luxury Ocean Front Condominium

### Claridge Condominium Documents

- Restated Declaration of Condominium
- Restated Articles of Incorporation
- Restated By-Laws of the Association
- Floor Plans and Descriptive Surveys
- Satisfaction of Mortgage (99-Year Lease)
- Rules We Live By

# **The Claridge of Pompano Condominium, Inc.**

---

## **ASSOCIATION DOCUMENTS AND RULES**

### **TABLE OF CONTENTS**

<b>SECTION 1</b>	Introduction and Revisions
<b>SECTION 2</b>	Declaration of Condominium
<b>SECTION 3</b>	Articles of Incorporation
<b>SECTION 4</b>	By-Laws of the Association
<b>SECTION 5</b>	Floor Plans and Descriptive Survey
<b>SECTION 6</b>	Satisfaction of Mortgage (99-Year Lease)
<b>SECTION 7</b>	Rules We Live By
<b>SECTION 8</b>	Reserved for Future Use

**OWNERS DOCUMENT BOOK**  
**(re-stated and revised to include all amendments to date as of May, 2020)**

**INTRODUCTION**

The Claridge began as a residential condominium offering oceanfront luxury high-rise residential units for sale in 1973. In the ensuing forty-two years, many changes and amendments have been made to the governing documents of the building including the Declaration, By-Laws, and Articles of Incorporation of the association. Many changes also were made to THE RULES WE LIVE BY during those years, and a revised, updated version is also included with this book.

Some provisions of all three governing documents make reference to a ninety-nine year recreational lease connected with the non-residential areas of the Claridge property. The lease property was purchased by the Claridge Association in 1979, and the lease no longer exists. A mortgage connected with the lease-purchase was fully satisfied by the Claridge Association in 2003 (See Recorded Satisfaction of Mortgage CFN# 102923109 in Book 35166 page 720). The articles have not been changed because an owners vote would be required for each reference to the lease.

The Owners Document Book is intended to replace all existing document books previously given to you at the time of purchase of your condominium unit. Amendment changes have been incorporated into the language of the article amended. The loose-leaf format is intended to provide a convenient means of replacement for future amendments to our documents and rules.

We encourage all owners to familiarize yourselves with these documents and rules. The Board of Directors is charged with the responsibility of upholding and enforcing all provisions of these documents, and exceptions are not permitted under Florida State Law.

This book was prepared and printed at considerable expense to your association. Please keep it in a safe and accessible place. If you sell your Claridge Unit, this book must be passed on to the new owner to avoid a charge for a new copy.

Best Regards,  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.  
BOARD OF DIRECTORS

***The Claridge of Pompano Condominium, Inc.***

***Certificates of Restated Documents & Amendments***

<b>Document ID or Instrument #</b>	<b>Tab #</b>	<b>Document Section</b>	<b>Remove Page (s)</b>	<b>Insert Pages (s)</b>	<b>Date Recorded</b>
n/a	1	Certificate of Restated Documents & Amendments	Certificate of Restated Documents & Amendments that has been in the book.	Updated Certificate of Restated Documents & Amendments that we are sending you.	n/a
n/a	1	Introduction and Revisions	n/a	Official Certificate of Amendment to the Restated By-Laws.	n/a
Broward County # 114301343	1	Introduction and Revisions	n/a	Certificate of Restated Declaration of Condominium & Restated Bylaws	04/04/17 12:02 PM
Broward County #114356361	1	Introduction and Revisions	n/a	Certificate of Restated Articles of Incorporation	05/01/17 03:36 PM
State of Florida Doc #721392	1	Introduction and Revisions	n/a	Certificate of Restated Articles of Incorporation	Filed
Broward County #115286129	4	Restated By-Laws. Article IV. Powers and Duties of the BOD, (B.)	5-6	5-6, & 6a-6b	08/24/18 04:47 PM
Broward County #115711146	2	Amendments to the Restated Declaration XII – Use Restrictions (A & G)	13-16	13-16	04/01/19 04:38 PM
Broward County #115711146	4	Amendments to the Restated By-Laws- V11 – Apartment Rentals	7-8	7-8	04/01/19 04:38 PM
Broward County #116041113	2	Amendments to the Restated Declaration X – Insurance (G)	9-12	9-12	09/10/19 10:13 AM
Broward County #116415611	4	Amendments to the Restated By-Laws- IX – Shutters	9-10	9-10	03/17/2020 11:07AM

This instrument was prepared by:  
KAYE BENDER REMBAUM P.L.  
Michael S. Bender, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CERTIFICATE OF AMENDMENT  
TO THE  
RESTATED BY-LAWS OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Restated Bylaws for The Claridge Condominium, Inc., as originally described in The Declaration of Condominium for The Claridge, as described in Official Records Book 5115, at Page 12, of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 17<sup>th</sup> day of February, 2020, at POMPANO, Broward County, Florida.

WITNESS:

By: Michael Bender  
Print: Michael Bender

By: George Byrd  
Print: George Byrd President

By: Christine R. Giordano  
Print: Christine R. Giordano

Attest: Andrew F. Young  
Print: Andrew F. Young Secretary

STATE OF FLORIDA :  
: ss  
COUNTY OF BROWARD :

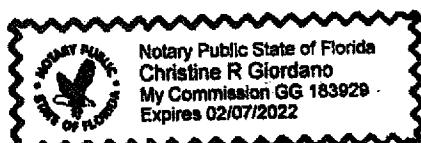
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of February, 2020, by George Byrd + Andrew F. Young as President and Secretary of The Claridge Condominium, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced as identification and did take an oath.

BY:

My Commission Expires:

Christine R. Giordano  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

Christine R. Giordano  
Printed Name of Notary Public



**PROPOSED AMENDMENT  
TO THE RESTATED BY-LAWS  
OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

*To remove the requirement that all owners install hurricane impact shutters on the windows of their Unit, and to make it optional to the Unit Owner, and to clarify that should an owner elect to install hurricane impact window shutters, the owner shall be responsible to maintain the window shutters, Article IX shall be amended, as follows:*

**ARTICLE IX  
MISCELLANEOUS**

No alteration of the exterior of the condominium building nor the interior of any apartment (i.e., storm shutters, sun shades, glass coloring) shall be authorized unless the same has been approved by the Board of Directors. The exterior facings of all drapes which are viewable from the outside of the building shall be lined in white. It is intended that these provisions shall be inserted for aesthetic values so that all visible surfaces from the exterior of the building, to the extent feasible, shall be uniform. All owners must install and maintain storm shutters on all patios and windows. All owners have the option to install, and if installed, must maintain, window storm shutters. Said shutters to be white conforming to those already in place. Completion must be no later than December 1996.

o o o

This instrument was prepared by:  
KAYE BENDER REMBAUM P.L.  
Michael S. Bender, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

CERTIFICATE OF AMENDMENT  
TO THE  
RESTATED DECLARATION OF CONDOMINIUM  
OF THE CLARIDGE

WE HEREBY CERTIFY THAT the attached amendment to the Restated Declaration of Condominium of The Claridge, as originally described in Official Records Book 5115, at Page 12, of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 9th day of September, 2019, at 1340 Socean Bld Broward County, Florida.  
Pompano Beach, Fl 33062

WITNESS:

By: Maria Tisa Knapp  
Print: MARIA TISA KNAPP

By: George Byrd President  
Print: George Byrd

By: George Byrd  
Print: George Byrd

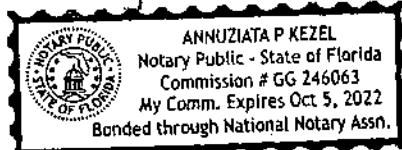
Attest: Andrew F. Young Secretary  
Print: Andrew F. Young

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of September, 2019 by George Byrd, as President and Andrew Young, as Secretary of The Claridge of Pompano Condominium, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced XXXXXXXXXX as identification.

State of Florida  
County of Broward

NOTARY PUBLIC:



sign Annuziata P. Kezel  
print Annuziata P. Kezel  
State of Florida at Large

My Commission Expires:

**AMENDMENT TO THE  
RESTATED DECLARATION OF CONDOMINIUM  
OF THE CLARIDGE**

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

X. Insurance. The insurance policies upon the condominium property shall be purchased by the association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

...

(G) Unit Owner Coverage; Personal Property and Liability. Upon the effective date of this amendment, all Unit Owners shall obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, as set forth in Section 718.111(11), Florida Statutes, as amended and/or renumbered from time to time, and include, but not be limited to, floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters or built-in cabinets and countertops, window treatments, including, without limitations, curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit, and for their personal liability and living expense and for any other risks. Such insurance shall be obtained within sixty (60) days of the effective date of this amendment and a copy of such insurance policy shall be furnished to the Association upon request. Upon the failure of any Unit Owner to purchase and/or provide timely proof of the purchase of insurance, as required herein, the Association may bring legal action to enforce this requirement. Alternatively, if such option is available, the Association may, but is not obligated to, purchase such insurance coverage at the cost and expense of the Unit Owner. Any such expense shall be an individual special assessment against the Owner and Unit, and collectible in the same fashion as any other assessment, as provided hereunder.

This instrument was prepared by:  
KAYE BENDER REMBAUM P.L.  
Michael S. Bender, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CERTIFICATE OF AMENDMENT  
TO THE  
RESTATED DECLARATION OF CONDOMINIUM  
OF THE CLARIDGE  
AND  
RESTATED BYLAWS  
OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Restated Declaration of Condominium of The Claridge and the Restated By-laws for The Claridge of Pompano Condominium, Inc., as described in Official Records Book 5115, at Page 12, of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

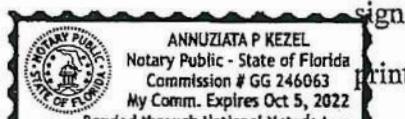
IN WITNESS WHEREOF, we have affixed our hands this 25th day of March, 2019, at The Claridge, Broward County, Florida.

of Pompano Cendo FNC  
@ 1340 S Ocean Blvd By: George Byrd President  
Print: George Byrd  
Attest: Andrew F. Young Secretary  
Print: Andrew F. Young

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of March, 2019 by George Byrd, as President and Andrew F. Young, as Secretary of The Claridge of Pompano Condominium, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:



My Commission Expires 10/05/2022

sign Adelle  
print Annuziata Kezel  
State of Florida at Large

**AMENDMENTS TO THE  
RESTATED DECLARATION OF CONDOMINIUM  
OF THE CLARIDGE  
AND  
RESTATED BYLAWS  
OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

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

XII. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

A. Apartments. Each Apartment must be occupied and used only for single family residential purposes, and not for business, commercial or other purposes, as a single-family private dwelling by the record owner or approved tenant thereof and those persons who were to permanently occupy the Apartment with them record owner at the time the Apartment was acquired by the record owner and who were approved by the Board to reside in the Apartment at the time of the submission of the original application for sale, lease or other conveyance at the time the record owner was approved. "Members of the Immediate Family", which is defined as the spouse, life/domestic partner or significant other of the record owner, approved tenant or other permitted occupant, or the parent, grandparent, child, sibling or grandchild of the record owner, approved tenant or other permitted occupant, and the spouse, life/domestic partner or significant other of any of these, or any other person or persons. Any time after the original approval, regardless of their relationship to the Apartment Owner(s), desiring permanent occupancy must be approved by the Board. No persons, other than those specifically enumerated hereinabove, can permanently occupy an Apartment. The words "family", "single family", or words of similar import mean not more than two (2) unrelated persons living together as a single housekeeping unit, or two (2) or more persons related by blood, marriage, or adoption and living together as a housekeeping unit. Notwithstanding the above, no more than six (6) persons may reside overnight in an Apartment at any time.

E. Leasing. Entire apartments may be leased provided the occupancy is only by the lessee and his or her family, but the leasing thereof is subject to the approval by the Association as hereinafter set forth. No rooms may be rented and no transient tenants accommodated. Sub-leasing is strictly prohibited. Tenants in residence may have guests, including family members, no longer than sixty (60) thirty (30) days in the aggregate during any lease term, and must provide notice to the Association Office a minimum of three (3) business days prior to the Guest's arrival. Notwithstanding the above, any occupancy by a guest of a tenant in residence, for more than thirty (30) days in the aggregate in any calendar year, shall be deemed to be a lease, regardless of whether consideration is paid.

In such event, that individual must submit the required application for approval, and be approved for occupancy beyond the initial thirty (30) days, as provided in Article XIII herein, prior to their thirtieth (30<sup>th</sup>) day in occupancy, in order to remain in residence. Tenants are not permitted to have overnight guests, including family members, occupy the Apartment in the absence of the tenant.

...  
G. Guest Occupancy. For purposes of this section, "Guests" shall include any person other than the invited by a Apartment unit owner, approved tenant and those persons who were approved to permanently reside in the Apartment with them at the time of the submission of the original application for sale, lease or other conveyance and the invitees of such person, present in any unit, whether or not the Apartment unit owner is present in the Apartment unit, or whether any consideration is paid for such occupancy or any portion of the Common Elements or Condominium Property, other than the unit owner, the members of unit owner's family permanently residing with him/her in the unit, and any tenant(s) under an approved lease.

All Guests must abide by the following:

1. Guests staying overnight must sign in at the security desk and register their vehicles.

2. Guests, or the Owner with whom they are visiting, are required to notify security staff at the time of the Guest's departure.

Additionally:

1. Owner, in Residence: A Guest shall be permitted to occupy an Apartment unit no longer than sixty (60) thirty (30) days in the aggregate in any calendar year without approval of the Board. Any further occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy, as provided in Article XIII herein, in order to remain in residence beyond the sixty (60) thirty (30) days. An Apartment unit owner must notify the Association, in writing, of any guest which will occupy a unit longer than sixty (60) thirty (30) days.

2. Owner NOT in residence: Other than the Members of the Immediate family, as defined in Section A above, an Owner NOT in residence may be permitted to have Guests occupy the unit, but for no longer than sixty (60) thirty (30) days in the aggregate for all guests in any calendar year. Notwithstanding the above, any occupancy of a guest of an owner not in residence, who is not a Member of the Immediate Family, for more than thirty (30) days in the aggregate in any calendar year shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy beyond the initial thirty (30) days, as provided in Article XIII herein, prior to their thirtieth (30<sup>th</sup>) day in occupancy, in order to remain in residence. Any guest of an owner not in residence, who is a Member of the Immediate Family, may occupy the Apartment for an unlimited amount time.

However, any occupancy by such Member of the Immediate Family for more than sixty (60) days in the aggregate in any calendar year shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy beyond the initial sixty (60) days, as provided in Article XIII herein, prior to their sixtieth (60<sup>th</sup>) day in occupancy, in order to remain in residence. An Apartment unit owner must notify the Association Office, in writing, of any guest which will occupy the unit and the length of time each guest shall be in occupancy a minimum of three (3) business days prior to the Guest's arrival. Thereafter, any further Guest occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy, as provided in Article XIII herein, in order to remain in residence. The approvals required herein must be obtained by the guest each calendar year.

All guests must abide by the same covenants, rules and regulations of the condominium in effect for residents and owners and owners should advise their guests that their stay will be terminated if any of the rules or regulations are violated. To the extent provided by law, such Apartment unit owner shall be responsible for the acts and omissions, whether negligent or willful, of his/her guests residing in his or her Apartment unit, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements or Condominium Property, or any liability to the Association, the Apartment unit owner shall be liable to the Association for same. Furthermore, any violation of any of the provisions of this Declaration, of the Articles of Incorporation, the By-Laws, or any Rule or Regulation, by any Guest shall also be deemed a violation by the Apartment unit owner, and shall subject the Apartment unit owner to the same liability as if such violation was that of the Apartment unit owner.

Any charges against the Apartment unit owner pursuant to this Section, including, but not limited to, attorneys' fees and costs incurred by the Association in seeking compliance with this Article and/or Association Rules and Regulations as they may be amended from time to time, regardless of whether litigation is necessary to obtain compliance, shall be deemed to be a special assessment against the Apartment unit and Apartment unit owner, collectible in the same fashion as any other assessment as provided in this Declaration.

With respect to any Guests of an Apartment unit owner and tenant(s) under an approved lease, or other Apartment occupants, present in any Apartment unit or any portion of the Common Elements or Condominium Property, if such person shall materially violate any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Condominium, or shall damage or destroy any Common Elements or Condominium Property, then upon written notice by the Association such person shall be required to immediately and permanently leave the unit or Common Elements or Condominium Property and if such person does not do so, the Association is authorized to commence an action to compel the person to permanently leave the unit or Common Elements or Condominium Property and, where necessary, to enjoin such person from returning. All such actions by the Association are as agent of the unit owner. The

expense of any such action, including, without limitation, attorneys' fees and costs incurred by the Association in seeking compliance with this Article and/or Association Rules and Regulations, as they all may be amended from time to time, regardless of whether litigation is necessary to obtain compliance, may be charged to the applicable unit owner whom such person was visiting, or with whose permission such person was present at the Apartment unit or Common Elements or Condominium Property, and the expense of which shall be deemed to be a special assessment against such Apartment unit and Apartment unit owner, collectible in the same fashion as any other Assessment as provided in this Declaration. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by an Apartment unit owner or a member of his/her family residing with him/her in the Apartment unit.

The Board may promulgate such rules, policies and procedures as are necessary to implement this Article.

BYLAWS

ARTICLE VII

APARTMENT RENTALS

Upon transfer of the control of the condominium corporation by the developer he will present to the Board of Directors a lease rental list which will set forth a minimum rental price that apartments with the condominium shall be leased for. The Board of Directors shall see that no apartments leased in the condominium shall be leased at a rental price less than the price set forth in said rental list and further, the Board shall adjust the rental price in future years to compensate for the dollar value change in the same manner as the rental price set forth in the 99-year Lease of the rental recreational area shall be adjusted. The Board of Directors shall prohibit the leasing or subleasing of any apartment to more than one person or family during a twelve month period calendar year, and any possessory arrangement by an apartment owner in contradiction to the letter or spirit of this provision shall render the same invalid and of no effect whatsoever.

No owner may lease his/her condominium apartment during a period comprising the first 365 days subsequent to the date that his/her deed reflecting acquisition of his/her condominium apartment has been recorded in the Public Records of Broward County, Florida. Apartment owners may lease their condominium apartment only one time in each twelve month period calendar year after the first 365 days of their acquiring ownership of said condominium, but each lease shall be for a minimum period of six months and one week.

This instrument was prepared by:  
KAYE BENDER REMBAUM P.L.  
Michael S. Bender, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CERTIFICATE OF AMENDMENT  
TO THE  
RESTATED BY-LAWS  
FOR  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the By-laws for The Claridge of Pompano Condominium, Inc., as described in Official Records Book 5115, at Page 12, of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 22<sup>nd</sup> day of August, 2018, at The Claridge of Pompano, Broward County, Florida.  
1340 S Ocean Blvd, Pompano Beach, FL 33062

By: George Byrd

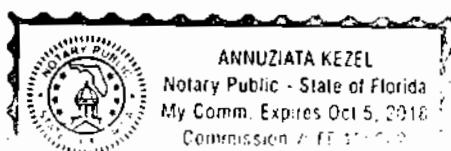
Print: George Byrd, President

Attest: Andrew Young

Print: Andrew Young, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2018 by George Byrd, as President and Andrew Young, as Secretary of The Claridge of Pompano Condominium, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:

sign Appell

print Annuziata Kezel  
State of Florida at Large

My Commission Expires: October 5, 2018

AMENDMENT TO THE  
RESTATED BYLAWS  
OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.

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

***To allow the Association to obtain a credit card for authorized purchases, with a credit limit not to exceed \$5,000, Article IV is amended, as follows:***

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Except as may be specifically and expressly stated otherwise, all of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Article of Incorporation of the Association and the documents establishing the condominium.

...

B. Notwithstanding anything to the contrary elsewhere, the Board of Directors is prohibited from borrowing money, obtaining a line of credit, or taking out any type of loan, without the prior consent of not less than a majority of the voting interests in the Association; provided, however, the Association can, without a vote of the Apartment Owners, borrow money, obtain a line of credit and take out any type of loan to finance insurance premiums and to make casualty or disaster recover repairs and replacements; and, the Board of Directors may, without a vote of the Apartment Owners in the name of the Association, obtain a credit card, with a credit limit not to exceed \$5,000.00, for use by the Association Property Manager and/or Office Manager for purchases for the Association office or Condominium Building. Such purchases may only be made with prior written authorization by the President or Treasurer, or such other designee of the Board of Directors, as determined by the Board of Directors from time to time.

...

This instrument was prepared by:  
KAYE BENDER REMBAUM, P.L.  
Kerstin Henze, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

INSTR # 114301343  
Recorded 04/04/17 12:02 11 PM  
Broward County Commission  
Deputy Clerk 5095  
#1, 75 Pages

**CERTIFICATE OF RECORDING**  
**THE RESTATED DECLARATION OF CONDOMINIUM FOR THE CLARIDGE**  
**CONDOMINIUM AND RESTATED BYLAWS OF**  
**THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

WHEREAS, The Claridge of Pompano Condominium, Inc. (hereinafter "Association") is a Florida not for profit corporation required to operate and maintain the Claridge Condominium, according to Chapter 718 of the Florida Statutes and the Declaration of Condominium (hereinafter "Declaration") thereof, as originally recorded in Official Records Book 5115 at Page 12 of the Public Records of Broward County, Florida; and

WHEREAS, the Association has created and attached hereto the Restated Declaration and Restated Bylaws (hereinafter "Restated Documents"), which contain the original Declaration and Bylaws (hereinafter collectively "Governing Documents") and incorporates all subsequent amendments thereto, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents and previously duly recorded in the Public Records of Broward County, Florida; and

WHEREAS, the Restated Documents do not contain any new amendments; and

WHEREAS, the Association desires to record the Restated Documents in order to have the most up-to-date and consolidated version of the Governing Documents of the Association.

NOW THEREFORE, the Association files the attached Restated Documents as its Official Governing Documents.

IN WITNESS WHEREOF, we have set our hands and seals this 15<sup>th</sup> day of March, 2017, Broward County, Florida.

By: 

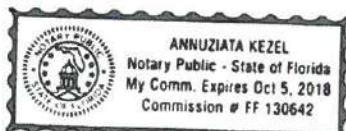
Print: Brian Nixon

Attest: Susan Hutchcroft

Print: Susan Hutchcroft

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2017 by Brian Nixon as President and Susan Hutchcroft as Secretary of The Claridge of Pompano Condominium, 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:

sign AP Kell

print Annuziata Kezel  
State of Florida at Large

My Commission Expires: 10/05/2018

(75)

This instrument was prepared by:  
KAYE BENDER REMBAUM, P.L.  
Kerstin Henze, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CERTIFICATE OF RECORDING  
OF THE RESTATED ARTICLES OF INCORPORATION  
OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

WE HEREBY CERTIFY THAT, the attached Restated Articles of Incorporation are hereby recorded in the Public Records of Broward County, Florida, and made a part hereof of the Claridge of Pompano Condominium, Inc.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of March,  
2017, at Pompano Beach, Florida.

*The Claridge of Pompano  
1340 S Ocean Blvd  
Pompano Beach, Fl  
33062*

By: *Brian Nixon*

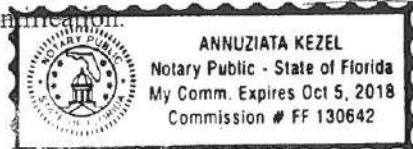
Print: *Brian Nixon*

Attest: *Susan Hutchcroft*

Print: *Susan Hutchcroft*

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March,  
2017, by *Brian Nixon* as President and *Susan Hutchcroft* as Secretary of  
the Claridge of Pompano Condominium, Inc. a Florida not-for-profit corporation, on behalf of  
the corporation. They are personally known to me or have produced \_\_\_\_\_ as  
identification.



My Commission Expires: 10/05/2018

NOTARY PUBLIC:

sign *aphell*

print *Annuziata Kezel*  
State of Florida at Large



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 20, 2017

KERSTIN HENZE  
1200 PARK CENTRAL BLVD S  
POMPANO BEACH, FL 33064

Re: Document Number 721392

The Restated Articles of Incorporation for THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a Florida corporation, were filed on April 18, 2017.

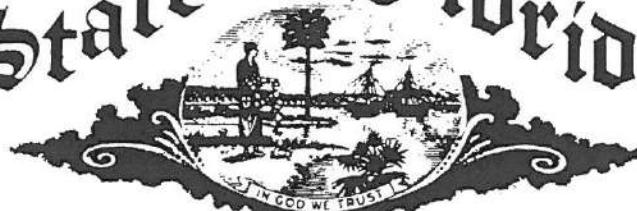
The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tracy L Lemieux  
Regulatory Specialist II  
Division of Corporations

Letter Number: 217A00007748

State of Florida



IN GOD WE TRUST

Department of State

I certify the attached is a true and correct copy of the Restated Articles of Incorporation, filed on April 18, 2017, for THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 721392.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twentieth day of April, 2017



CR2EO22 (1-11)



Ken Detzner  
Secretary of State



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 20, 2017

KERSTIN HENZE  
1200 PARK CENTRAL BLVD S  
POMPANO BEACH, FL 33064

Re: Document Number 721392

The Restated Articles of Incorporation for THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a Florida corporation, were filed on April 18, 2017.

The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tracy L Lemieux  
Regulatory Specialist II  
Division of Corporations

Letter Number: 217A00007748

# State of Florida



IN GOD WE TRUST

## Department of State

I certify the attached is a true and correct copy of the Restated Articles of Incorporation, filed on April 18, 2017, for THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 721392.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twentieth day of April, 2017



CR2EO22 (1-11)



A handwritten signature in black ink that reads "Ken Detzner".

Ken Detzner  
Secretary of State

Restated Declaration of Condominium  
Table of Contents

I. Purpose .....	1
A. Name .....	1
B. The Land .....	1
II. Definition .....	2
A. Apartment .....	2
B. Apartment Building .....	2
C. Apartment Owner .....	2
D. Apartment Number .....	2
E. Association .....	2
F. Common Elements .....	2
G. Limited Common Elements .....	2
H. Common Expenses .....	2
I. Singular plural gender .....	3
J. Warranty Deed .....	3
III. Development Plan .....	3
A. Plot Plan .....	3
B. Easements .....	3
C. Improvements .....	3
1. Apartment Building.....	3
IV. Apartments .....	3
A. Upper and Lower Boundaries .....	3
B. Perimetrical Boundaries .....	3
C. Balcony and Terrace .....	3
D. Identification .....	3
E. Appurtenances .....	4
1. Common elements and common surplus .....	4
2. Association.....	4
3. Parking Space .....	4
4. Easements .....	4
5. Easement to Air Space .....	4
6. Cross easements .....	4
a. Ingress and Egress .....	4
b. Maintenance, repair, and replacement .....	4
c. Support .....	4
d. Utilities .....	5
7. Sharing common expenses and surplus .....	5
V. Ninety-nine year lease .....	5
VI. Maintenance .....	6
A. Apartments .....	6
1. By the Association .....	6
2. By the apartment owner .....	7
3. Alterations and improvements .....	7

B. Common Elements .....	7
1. By the Association .....	7
2. Alterations and Improvements .....	8
VII. Assessments .....	8
A. Share of common expenses .....	8
B. Interest .....	8
C. Lien for assessments .....	8
D. Emergencies .....	8
E. Rental pending foreclosure .....	8
VIII. Association .....	8
A. Articles of Incorporation .....	8
B. By-Laws .....	9
C. Duties and powers .....	9
D. Limitation of liability .....	9
E. Trusts .....	9
F. Restraint upon assignment .....	9
G. Voting .....	9
IX. Leasehold or membership interests .....	9
X. Insurance .....	9
A. Purchase .....	9
B. Coverage .....	10
1. Casualty .....	10
a. Loss or damage by fire .....	10
b. Other risks .....	10
2. Public Liability .....	10
3. Workmen's Compensation .....	10
4. Other .....	10
C. Premiums .....	10
D. Assured .....	10
1. Common Elements .....	10
2. Apartments .....	10
a. Total destruction .....	11
3. Mortgagees .....	11
E. Distribution of proceeds .....	11
1. Reconstruction or repair .....	11
2. Failure to reconstruct or repair .....	11
F. Association as agent .....	11
XI. Reconstruction or repair after casualty .....	11
A. Determination to reconstruct or repair .....	11
1. Common Element .....	11
2. Apartment Building .....	11
a. Lesser damage .....	11
b. Major damage .....	12
3. Plans and specification .....	12
B. Responsibility .....	12
C. Estimates of costs .....	12
D. Assessments .....	12
E. Construction funds .....	12

1. Association.....	12
2. Construction fund.....	13
a. Apartment owner.....	13
b. Association-major damage.....	13
c. Surplus.....	13
 XII. Use Restrictions.....	13
A. Apartments.....	13
B. Common elements.....	13
C. Nuisances.....	13
D. Lawful Use.....	14
E. Leasing.....	14
F. Regulations.....	14
G. Guest Occupancy.....	14
1. Owner in Residence.....	14
2. Owner NOT in Residence.....	14
H. Vehicle Restrictions.....	15
1. Restricted Vehicles .....	15
a. Commercial vehicles.....	15
b. Exception.....	16
c. Recreational vehicles, motor homes or campers.....	16
d. Boats or canoes.....	16
e. Golf carts or go peds.....	16
f. Trailers.....	16
g. Vehicles under repair or abandoned.....	16
h. Vehicles not routinely used.....	16
2. Trucks.....	16
a. Overall length and width.....	16
b. Overall height.....	16
c. Suspension and tires.....	16
d. Number of wheels.....	16
e. Body.....	16
f. Covers.....	16
g. Storage chests.....	16
h. Toppers.....	17
3. Vehicle Standards.....	17
4. Board Authority.....	17
I. Hurricane Impact Glass.....	17
 XIII. Sale, rental, lease or transfer of interest.....	18
A. Transfer Approval.....	18
1. Sale or lease.....	18
2. Gift, devise or inheritance.....	18
3. Other Transfers.....	18
B. Approval by Association.....	18
1. Notice to Association.....	19
a. Sale or lease.....	19
b. Gift devise or inheritance or other transfers.....	19
c. Failure to give notice.....	19
2. Certificate of approval.....	19
3. Non-Natural Owner, Purchaser or Lessee.....	19

C. Disapproval by Association.....	20
1. Sale.....	20
2. Lease.....	20
3. Gifts, devise or inheritance, other transfers.....	20
D. Mortgage.....	21
E. Unauthorized transactions.....	21
F. Liens.....	21
1. Protection of property.....	21
2. Notice of lien.....	21
3. Notice of suit.....	21
4. Failure to comply.....	21
G. Judicial sales.....	21
H. Exceptions.....	21
1. Mortgage Transfers.....	21
2. Provisions pertaining to Developer.....	22
 XIV. Compliance and default.....	22
A. Legal proceedings.....	22
B. Negligence.....	22
C. Costs and attorney's fees.....	23
D. Nonwaiver.....	23
E. Fines.....	23
1. Contribution or Indemnity.....	23
2. Rights Cumulative.....	23
 XV. Amendments.....	23
A. Notice.....	24
B. Resolution.....	24
C. Recording.....	25
D. Proviso.....	25
 XVI. Termination.....	25
A. Destruction.....	25
B. Agreement.....	25
1. Exercise of option.....	25
2. Price.....	25
3. Payment and closing.....	25
C. Certificate.....	25
D. Shares of owners after termination.....	25
 XVII. Covenants running with the land.....	25
 XVIII. Apartment transfers.....	25
 XIX. Severability.....	25

RESTATED DECLARATION OF CONDOMINIUM  
OF  
THE CLARIDGE  
A Condominium  
1340 South Ocean Boulevard  
Pompano Beach, Florida

---

This Declaration of Condominium is made this 4<sup>TH</sup> day of January, 1973, by THE CARDINAL DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called Developer, for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

**I. 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 to use in the manner provided by Florida Statutes, Chapter 718, as it may be amended from time to time, entitled and hereinafter called the "Condominium Act".

**A. Name:** The name by which this condominium is to be identified is THE CLARIDGE, a Condominium.

**B. The Land:** The land owned by the Developer which is hereby submitted to the condominium form of ownership is the following described land lying, situate and being in Broward County, Florida, to-wit:

A parcel of land in Sections 5 and 6, Township 49 South, Range 43 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of said Section 6; THENCE on an assumed bearing of N 01° 09'29" W along the East line of said Section 6 a distance of 450.48 ft. to a point on a line 450 ft. North of and parallel with the East/West Quarter Section line through said Section 5 and 6, said point being the POINT OF BEGINNING of this description; THENCE N 88°57'31" E along said parallel line a distance of 290.07 ft; THENCE N 06°56'04" E 212.49 ft; THENCE S 88°57'31" W 90.38 ft; THENCE N 04°52'32" E 120.64 ft. to a point on line 780 ft. North of and parallel with the said East/West line; THENCE S 88°57'31" W along the said parallel line a distance of 239.28 ft. to the East right-of-way line of State Road A-1-A (Ocean Boulevard), being 33 ft. East of and parallel with the centerline as existing on 4-30-71; THENCE S 01°09'29" E along the said East right-of-way line a distance of 96.01 ft. to a point of curvature of a tangent curve concave to the West; THENCE Southerly along the said East right-of-way line, along the arc of said curve to the right having a central angle of 04°12'13" and a radius of 1113 ft. for an arc distance of 81.66 ft. to a point on the non-tangent East line of said Section 6; THENCE S 01°09'29" E along the said East line a distance of 52.71 ft. to a point on a line 550 ft. North of and parallel with the said East/West line; THENCE S 88°57'31" W along the said parallel line a distance of 5.14 ft. to a point on the said East right-of-way line, being a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 84°13'42" E; THENCE Southerly along the said East right-of-way line, along the arc of said curve, to the right, having a central angle of 05°13'33" and a radius of 1113 ft. for an arc distance of 101.51 ft. to a point on the non-tangent said line 450ft. North of and parallel with the East/West Quarter Section line; THENCE N 88°57'31" E along the said parallel line a distance of 21.96 ft. to the POINT OF

BEGINNING. Said land situate within Broward County, Florida, containing 2.14 Acres, more or less.

SUBJECT to easements, restrictions and limitations of record.

which land is hereinafter called "the land."

II. **Definitions:** The terms used herein and in the By-Laws and other condominium documents shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. **Apartment** means unit as defined by the Condominium Act, and shall also include the balcony and terrace attached to it.

B. **Apartment Building** means a building containing one or more apartments which is located upon the land.

C. **Apartment Owner** means unit owner as defined by the Condominium Act.

D. **Apartment Number** means the number or combination thereof which is established of record in a condominium deed as identification of an apartment.

E. **Association** means THE CLARIDGE OF POMPANO CONDOMINIUM, INC., and its successors, through which all of the apartment owners act as a group in accordance with this Declaration and the other condominium documents.

F. **Common Elements** means and includes the land, all parts of the apartment building not included within the apartment or comprising a part of the Limited Common Elements, all tangible personal property required for the maintenance and operation of the condominium as well as all items stated in the Condominium Act.

G. **Limited Common Elements** means that portion of the Common Elements consisting of 300 separate and designated parking spaces, identified on Exhibit B-1 through B-6 attached hereto. Each apartment owner shall be assigned one (1) parking space by the Developer and shall have the right of exclusive use of such parking space to the exclusion of all other owners. This space shall be an appurtenance to the owner's particular apartment and shall be transferred with the apartment. All parking spaces other than the single spaces assigned to each apartment by the Developer shall be maintained as guest parking by the Board of Directors of the Association.

H. **Common Expenses** includes:

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

(2) Expenses agreed upon as common expenses by the association.

(3) Any valid charge against the condominium as a whole, or specifically declared a common expense by the provisions of this Declaration or other condominium documents.

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

J. **Warranty Deed** means the instrument by which the apartments in the apartment building constructed or to be constructed upon the land, together with the appurtenance thereto, are conveyed to apartment owners.

III. **Development Plan.** The condominium is being developed in the following manner:

A. **Plot Plan.** The improvements shall be placed upon the land, and located substantially as depicted upon the plot plan which is attached and made a part hereof as Exhibit A.

B. **Easements.** Easements are reserved throughout the condominium property for whatever utilities services may be necessary installed or required to adequately serve the condominium.

C. **Improvements.**

(1) **Apartment Building.** The condominium will include an apartment building consisting of a garage floor, a lobby floor, and twenty-two (22) apartment floors above the lobby floor. The building will contain one hundred ninety-eight (198) owners apartments.

IV. **Apartments.** Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries shall be determined in the following manner:

A. **Upper and lower boundaries.** The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the parametrical boundaries:

- (1) Upper boundary - the horizontal plane of the undecorated finished ceiling.
- (2) Lower boundary – the horizontal plane of the undecorated finished floor.

B. **Perimetrical boundaries.** The perimetrical boundaries of the apartment shall be the vertical plane of the undecorated finished interior of the walls bounding the apartment extended to intersect with each other and with the upper and lower boundaries.

C. **Balcony and Terrace.** Each apartment shall also comprise a balcony or terrace which shall be considered part of the apartment, the maintenance thereof being the responsibility of the apartment owner.

D. **Identification.** There is attached hereto, and made a part hereof, Exhibits B-7 through B-32 depicting the following: B-7 are typical dimensions of apartments or penthouses whose numbers end in 1, 2, 3 and 4, number 1 and letter J being interchangeable, number 2 and letter A being interchangeable, number 3 and letter H being interchangeable and number 4 and

letter B being interchangeable; B-8 are typical dimensions of apartments or penthouses whose numbers end in 6, 8 and 9, number 6 and letter C being interchangeable, number 8 and letter D being interchangeable, and number 9 and letter E being interchangeable; B-9 are typical dimensions of apartments or penthouses whose number ends in 5 and 7, number 5 and letter G being interchangeable and number 7 and letter F being interchangeable; B-10 through B-30 represent floor 2 through floor 23 (there being no floor 13) and the location of the respective apartments on each floor, and Exhibit B-30 representing the apartment locations on the 24th or penthouse floor.

**E. Appurtenances.** The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to the following items:

(1) **Common elements and common surplus.** All of the apartments shall have an undivided interest in the common elements and common surplus of .505% per apartment, with the exception of Apartment No. 209, which shall have an undivided .515% share.

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

(3) **Parking Space.** Automobile parking spaces as provided for in the Limited Common Elements and depicted in Exhibit B-1 through B-6.

(4) **Easements.** Easements for the benefit of the apartments, subject however to the easements for the benefit of other apartments and the association.

(5) **Easement to air space.** The appurtenances shall include an exclusive easement for the use of air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(6) **Cross easements.** The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the association:

(a) **Ingress and Egress.** Easements to the common area for ingress and egress.

(b) **Maintenance, repair and replacement.** Easement through the apartments and common elements for maintenance, repair and replacement of the apartments shall be only during reasonable hours except that access may be had at any time in case of an emergency.

(c) **Support.** Each portion of an apartment contributing to the support of the apartment building shall be burdened with an easement for support for the benefit of all other apartments and common elements in the building.

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

(7) **Sharing common expenses and surplus.** Each apartment owner shall be liable for a proportionate share of the common expenses and entitled to ownership in a share of the common surplus, such share being equal to the undivided share said owner's apartment bears in the common elements which is appurtenant to his apartment.

**V. Ninety-nine year lease.** The Developer is the owner of all of the apartments subject to this Declaration of Condominium and all of said apartments are subject to a lease for the recreation area, which area has been leased to the Association, THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a copy of said lease attached hereto as Exhibit E. The Association shall be responsible to see that the terms of said lease are complied with by all of the owners.

The ninety-nine year lease requires quarterly installment payment in advance to the Lessor and also contains a cost of living adjustment as fully set out therein. The rents to be paid by the Association shall be and do constitute a part of the common expense and shall be assessed against each condominium unit as provided for herein and by the terms of the lease.

Pursuant to the terms of the lease and as owner of all condominium units, the Developer hereby creates a lien against each condominium unit in THE CLARIDGE, a Condominium, in favor of the Lessor of the lease as security for the payment of the rents and any other sums or obligations required under the terms of the lease by the Association. Said lien shall be perfected and evidenced by the recording of a Claim of Lien against any such condominium unit in the Public Records of Broward County, Florida. The lien shall be binding upon the condominium unit owner and all parties having actual or constructive notice thereof. The lien may be enforced pursuant to all applicable provisions of the Florida Statutes.

The Developer acknowledges the provisions of paragraph 16 of the ninety-nine year lease, which provides for waiver of past due lease payments and abatement of these payments when title to the condominium unit vests in First Federal Savings and Loan Association of Broward County or such other lending institution to which Lessor has subordinated its lien herein created, whether said vesting be by foreclosure of a mortgage against the condominium unit or by acceptance of a deed in lieu of foreclosure. In the event a condominium unit owner has failed to make a mortgage payment to an institutional lender having a first mortgage lien against the condominium unit to which the Lessor in the ninety-nine year lease has subordinated, and due to the abatement of any rental payments with respect to said condominium unit in the event of foreclosure or acceptance of a deed in lieu of foreclosure by said institutional lender, to protect the Lessor's right to rental payments, the Lessor is hereby given the right to make such defaulted mortgage payments on behalf of the condominium unit owner and the same shall constitute a lien against the respective condominium unit to the same extent that there was a default in any other payment due under the terms of the ninety-nine year lease.

As additional security for the performance of the terms, covenants and conditions of the lease, in addition to the pledge of the Condominium Unit and all fixtures therein, the unit owner pledges with and assigns unto the Lessor all of the rents, issues and profits which might accrue unto the

condominium unit owner for the use, enjoyment and operation of the said condominium apartment.

In the event, because of any condominium unit owner's default herein, Lessor shall institute foreclosure proceedings against said pledged condominium unit, the said unit owner shall pay to Lessor, in addition to the delinquent rental, attorney's fees and court costs reasonably incurred by Lessor in such foreclosure.

**VI. Maintenance.** The responsibility for the maintenance of the condominium property shall be as follows:

**A. Apartments.**

**(1) By the Association.**

(a) 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, floor and ceiling slabs, load-bearing columns and load-bearing walls.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the apartment contributing to the support of the building or within boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) Notwithstanding anything contained in this Declaration to the contrary, the Association, its contractors, agents and employees are not liable or responsible for any loss or damage to any decoration, finish, or personal property within the Apartment, or any modification, alteration, or addition to the Apartment made by the Apartment Owner, arising out of or concerning the maintenance, repair, replacement, or protection obligation of the Association or the obligation of the Association to repair or replace in the event of a casualty, unless the negligence or willful misconduct of the Association, its contractors, agents, or employees was the sole and direct cause of such loss or damage. In addition, the Association, its contractors, agents and employees are not liable or responsible for any loss or damage caused to an Apartment when the damages arise from the negligence or intentional misconduct of another Apartment Owner, the Owner's family, tenants, guests, or invitees.

(d) When an Apartment Owner has made a modification to the original, as-built plans of the Apartment, including, but not limited to, decorations to or finishes on walls, floors and ceilings, the Apartment Owner is responsible for the expense of removing and replacing such modifications when the removal of such modifications is reasonably necessary in order to maintain, repair, replace, or protect, or to repair or replace in the event of a casualty, the common elements, limited common elements, Association property, the Apartment, or other Apartments. In

connection with the maintenance, repair, replacement and protection of the Condominium Property by the Association, any modification, alteration, or addition made by an Apartment Owner, including any wall, floor, or ceiling covering in the Apartment or Limited Common Elements, can be removed and reinstalled by the Association at the Apartment Owner's sole cost and expense, or alternatively, at the discretion of the Board, must be removed and/or reinstalled by the Apartment Owner at the Apartment Owner's sole cost and expense. In the event the Association removes and/or reinstalls any of the above-mentioned items, the Apartment Owner is obligated to reimburse the Association for any costs in connection with removal and/or reinstallation of the item. The costs incurred shall be deemed to be a special assessment against such unit and unit owner, collectible in the same fashion as any other assessment as provided in this Declaration. In the event the Association removes or reinstalls any of the above-mentioned items, the Association, its contractors, agents and employees, are not liable for any loss or damage to the above-mentioned items, unless the negligence or willful misconduct of the Association, its contractors, agents, or employees was the sole and direct cause of such loss or damage.

(2) **By the apartment owner.**

(a) 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. To also maintain and repair his balcony and terrace. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, the windows or the balcony so as to have any one apartment appear in any way different from any other.

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

(3) **Alterations and improvements.** No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the association or remove any portion thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining the approval of the Board of Directors of the Association.

B. **Common Elements.**

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

The Association shall also maintain all areas leased to it for recreational or other purposes, whether the same are contiguous to the Condominium property or not, or whether the association retains said lease in its own name or subleases undivided percentages to the apartment owners in the Condominium.

(2) **Alterations and improvements.** After the completion of improvements included in the common elements, there shall be no alterations nor further improvements of real property constituting the common elements without first obtaining approval in writing of not less than 60% of the apartment owners. A disapproval vote by any apartment owner shall not relieve him of paying his proportionate share of the costs or assessments of the improvements once the appropriate percentage of approvals have been received by the Association. After such written approval, all apartment owners may be assessed their share of the costs thereof based upon the percentage share of the common elements.

**VII. Assessments.** Assessments against the apartment owners shall be made by the Association for the common expenses and shall be pursuant to the by-laws of the association and subject to the following provisions:

A. **Share of common expenses.** Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the association, costs of fire and extended coverage insurance, and other expenses designated or inferred to be a common expense in this Declaration of Condominium or by the by-laws of the association.

B. **Interest.** Assessments and installments thereon paid on or before ten days after the date when due shall not bear a late charge. All sums not paid on or before ten days after the date when due shall bear a late charge of \$25.00 per month for any payment that arrives after the tenth day of the month in which it is due.

C. **Lien for assessments.** The lien for unpaid assessments shall also secure reasonable attorney fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

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

E. **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.

**VIII. Association.** The operation of the condominium shall be by THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a corporation not for profit organized under the laws of the State of Florida, and shall be organized and fulfill its function as follows:

A. **Articles of Incorporation.** The association shall be incorporated under Articles of Incorporation, a copy of which is attached hereto as Exhibit C. Any other form of organization for the association may be substituted upon the approval of 75% of the members thereof.

**B. By-Laws.** The by-laws of the association shall be in the form attached as Exhibit D until the same are amended in the manner provided by said by-laws.

**C. Duties and powers.** The duties and powers of the association shall be those set forth in the condominium documents together with those reasonably implied to effect the purposes of the association and condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

**D. 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 the elements or other owners or persons.

**E. Trusts.** All funds and the title to all properties acquired by the association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes stated herein.

**F. Restraint upon assignment.** The share of a member in the funds and assets of the association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

**G. Voting.** Each condominium parcel shall be entitled to one vote with respect to any affairs of THE CLARIDGE OF POMPANO CONDOMINIUM, INC., which require a vote, whether said condominium parcel is owned by an individual, more than one person as tenants in common or tenants by the entireties, or owned by a corporation. It is intended that there shall be one hundred ninety-eight (198) maximum votes on any given issue, that being one for each condominium parcel.

**IX. Leasehold or membership interests.** The association, in addition to all other powers granted to it herein and by the laws of the State of Florida, shall have the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, or other possessory or use interests in land or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not the same are contiguous to the lands of the condominium. The expenses of such rentals, membership fees, operations, replacements and other undertakings in connection therewith may be declared as common expenses as determined by the Board of Directors of the association.

**X. 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:

**A. Purchase.** The insurance policies upon the condominium property shall be purchased by the association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

The Developer acknowledges the provisions of Paragraph 16 of the 99-year lease, which provide for waiver of past due lease payments and abatement of these payments when the title to the Condominium unit vests in a State of Florida or national banking institution, a federal savings and loan association or an insurance company authorized to do business in the State of Florida, either by foreclosure of a mortgage against a condominium unit or by acceptance of a deed in lieu of foreclosure of said unit.

**B. Coverage.**

(1) **Casualty.** The condominium building and 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. The word "building" in every hazard policy issued to protect a condominium building does not include unit floor coverings, wall coverings, or ceiling coverings and, as to contracts entered into after July 1, 1992, does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment; electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time. Such coverage shall afford protection against:

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

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

(2) **Public Liability.** Such amounts and with such coverage as shall be required by the Board of Directors of the association, including but not limited to hired automobiles and non-owner automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(3) **Workmen's Compensation** policy to meet the requirements of law.

(4) **Such other insurance** as the Board of Directors of the Association shall determine from time to time to be desirable.

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

**D. Assured.** All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors of the Association.

(1) **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 element appurtenant to his apartment.

(2) **Apartments.** Proceeds on account of apartments shall be held for the owners of damaged apartments in proportion to cost of repairing damage suffered by each apartment owner, which costs shall be determined by the Association.

(a) **Total destruction** of the building or when the building is not to be restored- for owners of apartments in the building, each owner(s) share being in proportion to his share in the common elements appurtenant to his apartment.

(3) **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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

E. **Distribution of proceeds.** Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) **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 costs 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 such mortgagee.

(2) **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 such mortgagee.

F. **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, and to execute and deliver releases upon the payment of claims.

G. **Unit Owner Coverage; Personal Property and Liability.** Upon the effective date of the amendment, all Unit Owners shall obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, as set forth in Section 718.111(11), Florida Statutes, as amended and/or renumbered from time to time, and include, but not limited to, floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters or built-in cabinets and countertops, window treatments, including, without limitations, curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit, and for their personal liability and living expense and for any other risks. Such insurance shall be obtained within sixty (60) days of the effective date of this amendment and a copy of such insurance policy shall be furnished to the Association upon request. Upon the failure of any Unit Owner to purchase and/or provide timely proof of the purchase of insurance, as required herein, the Association may bring legal action to enforce this requirement. Alternatively, if such option is available, the Association may, but is not obligated to, purchase such insurance coverage at the cost and expense of

the Unit Owner. Any such expense shall be an individual special assessment against the Owner and Unit, and collectible in the same fashion as any other assessment, as provided hereunder.

Intentionally Left Blank

Intentionally Left Blank

**XI. Reconstruction or repair after casualty.**

**A. 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:

(1) **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.

(2) **Apartment Building.**

(a) **Lesser damage.** If the damaged improvement is the apartment building, and if the apartments to which 50% of the common elements are

appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within 60 days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) **Major damage.** If the damaged improvement is the apartment building, and if the apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, 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% of the common elements agree in writing to such reconstruction or such repair.

(3) **Plans and specification.** Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or as the building was last reconstructed, or in accordance with plans and specifications approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

**B. 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.

**C. 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 replace the damaged property in condition as good as that before the casualty.

**D. 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, 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.

**E. 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 and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the manner:

(1) **Association.** The Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) **Construction Fund.** The proceeds of insurance collected on account of a casualty, and the sum from collection 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:

- (a) **Apartment owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid 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.
- (b) **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 expenses made during the year in which the casualty occurred, 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 the State of Florida and employed by the Association to supervise the work.
- (c) **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 apartment owners and their mortgagees, if any, who are the beneficial owners of the fund.

**XII. Use Restrictions.** The use of the property of the condominium shall be in accordance with the following provisions:

**A. Apartments.** Each Apartment must be occupied and used only for single family residential purposes, and not for business, commercial or other purposes, as a single-family private dwelling by the record owner or approved tenant and those persons who were to permanently occupy the Apartment with them and who were approved by the Board to reside in the Apartment at the time of the submission of the original application for sale, lease or other conveyance. “Members of the Immediate Family”, which is defined as the spouse, life/domestic partner or significant other of the record owner, approved tenant or other permitted occupant, or the parent, grandparent, child, sibling or grandchild of the record owner, approved tenant or other permitted occupant, and the spouse, life/domestic partner or significant other of any of these, or any other person or persons, any time after the original approval, desiring permanent occupancy must be approved by the Board. Notwithstanding the above, no more than six (6) persons may reside overnight in an Apartment at any time.

**B. 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.

**C. Nuisances.** No nuisances shall be allowed upon the condominium property, nor

any use or practice which is the source of annoyance to residents and 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.

**D. 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 over the subject property shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of condominium property shall be the same as the responsibilities for the maintenance and repair of the property concerned.

**E. Leasing.** Entire apartments may be leased provided the occupancy is only by the lessee and his or her family, but the leasing thereof is subject to the approval by the Association as hereinafter set forth. No rooms may be rented and no transient tenants accommodated. Sub-leasing is strictly prohibited. Tenants in residence may have guests, including family members, no longer than sixty (60) days in the aggregate during any lease term, and must provide notice to the Association Office a minimum of three (3) business days prior to the Guest's arrival. Notwithstanding the above, any occupancy by a guest of a tenant in residence, for more than thirty (30) days in the aggregate in any calendar year, shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy beyond the initial thirty (30) days, as provided in Article XIII herein, prior to their thirtieth (30<sup>th</sup>) day in occupancy, in order to remain in residence. Tenants are not permitted to have overnight guests, including family members, occupy the Apartment in the absence of the tenant.

**F. Regulations.** Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided for in its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

**G. Guest Occupancy.** For purposes of this section, "Guests" shall include any person other than the Apartment owner, approved tenant and those persons who were approved to permanently reside in the Apartment with them at the time of the submission of the original application for sale, lease or other conveyance, whether or not the Apartment owner is present in the Apartment, or whether any consideration is paid for such occupancy.

All Guests must abide by the following:

1. Guests staying overnight must sign in at the security desk and register their vehicles.
2. Guests, or the Owner with whom they are visiting, are required to notify security staff at the time of the Guest's departure.

Additionally:

- (1) Owner, in Residence: A Guest shall be permitted to occupy an Apartment no longer than sixty (60) days in the aggregate in any calendar year without approval of the Board. Any further occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the

required application for approval, and be approved for occupancy, as provided in Article XIII herein, in order to remain in residence beyond the sixty (60) days. An Apartment owner must notify the Association, in writing, of any guest which will occupy a unit longer than sixty (60) days.

(2) Owner NOT in residence: Other than the Members of the Immediate family, as defined in Section A above, an Owner NOT in residence may be permitted to have Guests occupy the unit, but for no longer than sixty (60) days in the aggregate for all guests in any calendar year. Notwithstanding the above, any occupancy of a guest of an owner not in residence, who is not a Member of the Immediate Family, for more than thirty (30) days in the aggregate in any calendar year shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy beyond the initial thirty (30) days, as provided in Article XIII herein, prior to their thirtieth (30<sup>th</sup>) day in occupancy, in order to remain in residence. Any guest of an owner not in residence, who is a Member of the Immediate Family, may occupy the Apartment for an unlimited amount time. However, any occupancy by such Member of the Immediate Family for more than sixty (60) days in the aggregate in any calendar year shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy beyond the initial thirty (60) days, as provided in Article XIII herein, prior to their sixtieth (60<sup>th</sup>) day in occupancy, in order to remain in residence. An Apartment owner must notify the Association Office, in writing, of any guest which will occupy the unit and the length of time each guest shall be in occupancy a minimum of three (3) business days prior to the Guest's arrival. The approvals required herein must be obtained by the guest each calendar year.

All guests must abide by the same covenants, rules and regulations of the condominium in effect for residents and owners and owners should advise their guests that their stay will be terminated if any of the rules or regulations are violated. To the extent provided by law, such Apartment owner shall be responsible for the acts and omissions, whether negligent or willful, of his/her guests residing in his or her Apartment, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements or Condominium Property, or any liability to the Association, the Apartment owner shall be liable to the Association for same.

Furthermore, any violation of any of the provisions of this Declaration, of the Articles of Incorporation, the By-Laws, or any Rule or Regulation, by any Guest shall also be deemed a violation by the Apartment owner, and shall subject the Apartment owner to the same liability as if such violation was that of the Apartment owner.

Any charges against the Apartment owner pursuant to this Section, including, but not limited to, attorneys' fees and costs incurred by the Association in seeking compliance with this Article and/or Association Rules and Regulations as they may be amended from time to time, regardless of whether litigation is necessary to obtain compliance, shall be deemed to be a special assessment against the Apartment and Apartment owner, collectible in the same fashion as any other assessment as provided in this Declaration.

With respect to any Guests of an Apartment owner and tenant(s) under an approved lease, or other Apartment occupants, present in any Apartment or any portion of the Common Elements or Condominium Property, if such person shall materially violate any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Condominium, or shall damage or destroy any Common Elements or Condominium Property, then upon written notice by the Association such person shall be required to immediately and permanently leave the unit or Common Elements or Condominium Property and if such person does not do so, the Association is authorized to commence an action to compel the person to permanently leave the unit or Common Elements or Condominium Property and, where necessary, to enjoin such person from returning. All such actions by the Association are as agent of the unit owner. The expense of any such action, including, without limitation, attorneys' fees and costs incurred by the Association in seeking compliance with this Article and/or Association Rules and Regulations, as they all may be amended from time to time, regardless of whether litigation is necessary to obtain compliance, may be charged to the applicable unit owner whom such person was visiting, or with whose permission such person was present at the Apartment or Common Elements or Condominium Property, and the expense of which shall be deemed to be a special assessment against such Apartment and Apartment owner, collectible in the same fashion as any other Assessment as provided in this Declaration. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by an Apartment owner or a member of his/her family residing with him/her in the Apartment.

The Board may promulgate such rules, policies and procedures as are necessary to implement this Article.

Intentionally Left Blank

**H. Vehicle Restrictions.** Parking shall be limited to a passenger vehicle designed to fit within the parking space parameters. All vehicles must be stored/placed within the parking space parameters. No parking space may accommodate more than one (1) vehicle, including, one (1) motorcycle or one (1) moped. Specifically prohibited vehicles are as follows:

(1) **Restricted Vehicles.** The following vehicles are strictly prohibited from parking in the parking spaces, or Common Elements:

(a) **Commercial vehicles of any kind.** For the purpose of this restriction, a commercial vehicle shall mean any vehicle containing visible outside lettering or any such vehicle designating a business of any kind, and visible tools of trade, such as paint cans, tool boxes, etc. The prohibition of parking shall not apply to the temporary parking of commercial vehicles for pick-up, delivery and other commercial services rendered to and on behalf of the residents of the Claridge of Pompano Condominium; nor shall it apply to a builder or its agent during construction of improvements on the Property between the hours of 7:30 a.m. and 5:30 p.m.

- (b) Except as provided in Section (b) herein, trucks of any kind.
- (c) **Recreational vehicles, motor homes or campers of any kind.** For the purpose of this restriction, a recreational vehicle or motor home shall be a vehicular portable structure which is built on a chassis, and is commonly used as a temporary dwelling for travel, recreation or vacation.
- (d) **Boats or canoes of any kind.**
- (e) **Golf carts or go peds of any kind.**
- (f) **Trailers of any kind.**
- (g) **Vehicles of any kind** which are under repair, abandoned, unlicensed or inoperable.
- (h) **Vehicles which are not routinely used** for family or personal use and are subject to sale.

(2) **Trucks.** Certain small, compact, non-commercial trucks will be permitted within the Claridge of Pompano provided they meet the following criteria:

- (a) The overall truck length may not be over 198 inches, including any hitch, and width may not be over 104 inches, including any mirrors, and must fit within the parking space parameters.
- (b) The overall truck height may not be over 85 inches.
- (c) Suspension components and tires may not be altered to be higher than the original manufacturers' specifications. It will be the owners' responsibility to provide to the Association, upon request, original manufacturers' specifications. If the owner cannot provide these specifications, the Board of Directors, at their sole option, may declare the truck to be prohibited.
- (d) The truck must have four wheels and four wheels only. No dual wheels are permitted.
- (e) The truck may not have a flat bed or stake body, nor shall it have a wooden or a hand-made body.
- (f) Tonneau covers are allowed, provided they are of commercial manufacture and properly fitted. No items of any kind shall be left exposed in any permitted truck. No tarpaulin of any kind shall be used to cover the body or contents of a truck while parked in Claridge of Pompano.
- (g) Permanently mounted storage chests are allowed, provided they are of commercial manufacture and do not exceed bed width.

(h) Toppers are allowed provided they are of commercial manufacture, do not exceed the maximum height and width limits provided herein and do not place the truck in the recreation vehicle, camper or motor home category.

(i) Any truck within the Claridge of Pompano as of the effective date of this amendment that would violate the truck restrictions set forth herein may remain within the Claridge of Pompano for the life of that truck, but may not be replaced by another truck unless the replacement truck meets all truck restrictions set forth herein. In order to establish confirmation of the truck being in residence prior to the effective date of this amendment, the Owner must register the truck with the Association, on a form provided, and by the date set, by the Board of Directors. Any truck not registered with the Association as set forth herein by the date set by the Board pursuant to this amendment, shall be presumed to have been brought onto the Property after the effective date of this amendment and will be subject to the enforcement of the aforementioned provisions.

(3) **Vehicle Standards.** All vehicles, including all automobiles, parking within the Claridge of Pompano will maintain bodies free of major rust, be properly painted, clean, and kept in a lawful state of repair and be operational and have affixed the appropriate license plate and current registration tag. The Board of Directors shall have the sole discretion to make the determination as to whether a vehicle violates this standard. Any vehicles parked in violation of these parking restrictions may result in the towing of the violating vehicle.

(4) The **Board of Directors** has the **authority** to promulgate further rules, regulations and restrictions regarding the use and parking of motor vehicles upon the Property.

I. **Hurricane Impact Glass.** Upon the effective date of this amendment, within the time frames set forth herein, every apartment owner shall install current Code compliant hurricane impact glass on all of the windows and the balcony doors of the apartment. The required hurricane impact glass must comply with or exceed the then current applicable building Code that is utilized by Broward County in effect at the time of installation.

(1) Prior to the installation of the hurricane impact glass on the windows and balcony doors of the apartment, the apartment owner must submit written plans and specifications to the Association for approval. The Board of Directors will not disapprove the required proposed installation of the hurricane impact glass if the written plans and specifications conform to the specifications adopted by the Board from time to time and in effect at the time of the application. The Board may, from time to time, in its sole discretion, adopt additional rules and regulations pertaining to the installation of hurricane impact glass or other hurricane protection on the windows and doors of the unit. Apartment owners shall use only licensed and insured contractors for the installation, which shall be subject to the prior written approval of the Board.

(2) Proof of an executed contract for the installation of current Code-compliant hurricane impact glass on the windows and balcony doors of the apartment must be delivered to the Board on or before **October 31, 2016**. All installations of the hurricane impact glass on the

windows and balcony doors of the apartment must be completed on or before **March 1, 2017**. Should an apartment owner fail to provide a copy of an executed contract and/or have the hurricane impact glass on the windows and balcony doors installed by the deadline dates set forth herein, the Association may, but shall not be obligated to, undertake the installing of hurricane impact glass on the windows and balcony doors of the apartment, as determined by the Board. All costs incurred by the Association for the purchase and installation of the hurricane impact glass on the windows and balcony doors shall be a special assessment against the apartment and the apartment owner, collectible in the same fashion as any other assessment as provided for in this Declaration.

(3) Following the installation of the hurricane impact glass on the windows and balcony doors, the apartment owner shall be the party responsible for the ongoing maintenance of the windows and doors, including all costs incurred to ensure proper maintenance of the hurricane impact glass, as well as any other hurricane protection installed on the apartment. Should the apartment owner fail to properly maintain the windows or doors, or any of the other hurricane protection thereon, the Association may, but shall not be obligated to, enter the apartment and do the necessary work to enforce compliance with this subsection. All costs incurred by the Association for any such maintenance shall be deemed to be a special assessment against the apartment and the apartment owner, collectible in the same fashion as any other assessment as provided in this Declaration.

(4) The requirements of this Section (I) regarding the installation of current Code compliant hurricane impact glass on all of the windows and the balcony doors of the apartment shall not apply to any apartment owner who, upon the effective date of this amendment, already has existing, Association approved, current Code compliant hurricane impact glass on all of the windows and the balcony doors of his or her apartment. If requested by the Association, an apartment owner must submit written proof that his or her apartment has existing current Code compliant hurricane impact glass on the windows and balcony doors of his or her apartment.

**XIII. Sale, rental, lease or transfer of interest.** In order to assure and maintain a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by owners shall be subject to the following provisions so long as the condominium exists:

**A. Transfer subject to approval.**

(1) **Sale or lease.** No apartment owner may dispose of an apartment or any interest therein by sale or lease without approval of the Association except to an apartment owner.

(2) **Gift, devise or inheritance.** If any apartment owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(3) **Other Transfers.** If any apartment owner shall acquire his title by any manner not set forth in the above subsections, the continuance of his ownership of said apartment shall be subject to the approval of the Association.

**B. Approval by Association.** In the event the approval of the Association is required for the transfer of ownership of apartments the same shall be obtained in the following manner:

(1) **Notice to Association.**

(a) **Sale or lease.** An apartment owner intending to make a bona fide sale or lease of his apartment or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser or lessee and such other information covering the intended purchaser or lessee as the Association may reasonably require; and in the case of a purchase copy of the executed contract of sale; and in the case of a lease an executed copy of the proposed lease. In the event that the transfer is by sale the apartment owner may, at his option, include in his notice to the Association a demand that the Association furnish a purchaser if the proposed purchaser is not approved.

(b) **Gift, devise or inheritance, or other transfers.** If an apartment owner has obtained title to his apartment by gift, devise, inheritance or other manner not specifically set out herein, he shall give 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 said owner's title.

(c) **Failure to give notice.** If the notice to the Association as required herein is not given, then at any time after receiving knowledge of a transaction or event which transfers ownership or possession of an apartment, the Association at its election, and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) **Certificate of approval.** If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of the notice and information by the Association, the transaction must be either approved or disapproved by the Association. In the event the notice is by an apartment owner giving notice of the acquiring of his title by gift, devise, inheritance or other manner, then the Association shall also have thirty (30) days after the receipt of such notice and information to approve or disapprove the apartment owner's ownership in his apartment. If the Association approves the sale or lease or continuance of the apartment owner's ownership of his apartment it shall evidence the same by a certificate executed by the President and Secretary and it shall be in recordable form and delivered to the purchaser, lessee or new apartment owner and the same shall be recorded in the Public Records of Broward County, Florida.

(3) **Approval of Non-Natural Owner, Purchaser or Lessee.** In conjunction with the approval process provided herein, any sale, transfer, or lease of an apartment shall be restricted to natural persons only. Any sale, transfer, or rental of an apartment to an artificial or fictitious person, with the term "artificial or fictitious person" to be defined herein to include, but not be limited to, a corporate entity, a general or limited partnership, a limited liability partnership, or a limited liability company, is prohibited. Notwithstanding anything to the contrary contained herein, record title to a apartment may be held in the name of a Trust, whereby occupancy of the apartment is only by the trustee and/or the beneficiaries under the Trust, or a tenant who has been previously approved by the Association. The approval of the Board is required for any Trust. In order to obtain such approval, the current owner must submit an application to the Association containing such information as required by the Board, which must include a

copy of the Trust document under which title is to be held. Once approved, any change in the Trust document must be filed with the Association. The foregoing Section shall not apply to any apartment owned by the Association.

**C. Disapproval by Association.** If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

(1) **Sale.** If the proposed transaction is a sale and if the notice of a sale given by the apartment owner shall so demand, then within thirty (30) 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:

(a) The purchase price to be paid by the purchaser 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 a court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash and the sale shall be closed within thirty (30) days after the approval of the purchaser by the Association, or within ten (10) days after the determination of the sale price after the same is determined by arbitration, whichever is later.

(c) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, then the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) **Lease.** If the proposed transaction is a lease, and the owner is advised of the disapproval of the lease in writing by the Association, then the lease shall not be made.

(3) **Gifts, devise or inheritance, other transfers.** Upon the apartment owner giving notice to the Association of his acquiring title to his apartment by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of the notice and information required to be furnished, the Association shall deliver to the apartment owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) The sale price shall be the fair market value determined by agreement and in the absence of agreement by arbitration in accordance with the 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 arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash and the same shall be closed within ten (10) days following the determination of the sale price.

(c) If the Association shall disapprove the continuance of the apartment owner's ownership of his apartment, but shall fail to provide a purchaser as herein above 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.

**D. 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 authorized to do business in the State of Florida or a Federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

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

**F. Liens.**

(1) **Protection of property.** All liens against an apartment other than those provided for herein and those for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

(2) **Notice of lien.** An apartment owner shall give notice to the Association in writing of every lien upon his apartment other than those for permitted mortgages, taxes and special assessments, within five (5) days after attaching of the lien.

(3) **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 in writing within five (5) days after the date the apartment owner receives knowledge thereof.

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

**G. Judicial sales.** No judicial sale of an apartment nor any interest therein shall be valid unless the sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or the sale is a public sale with open bidding.

**H. Exceptions.**

(1-a) **Mortgage Transfers.** None of the provisions of this Section XIII shall apply to a transfer or purchase by a bank, life insurance company authorized to do business in the State of Florida or a Federal savings and loan association which acquires its title as a result of owning a mortgage upon the apartment concerned and this shall be so whether the title is acquired by deed from the mortgagor in lieu of foreclosure or through foreclosure proceedings.

(1-b) Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessment by the Management Firm or the

Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.

(1-c) Any person who acquires an interest in a unit except through foreclosure of an Institutional First Mortgage of record, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

**(2) Provisions pertaining to Developer.**

(a) For so long as the Developer owns any apartments neither the apartment owner nor the Association nor the use of the condominium property shall interfere with the Developer's disposition of the apartments.

(b) Until such time as the Developer has sold all of the apartments in the condominium building or until the 1st day of May, 1975, 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.

(c) The Developer hereby reserves the exclusive option for so long as it may deem expedient to provide to the Association for the benefit of its members, whether directly or through the Developers the ground maintenance, the maintenance of the recreational area, lawn and garden service and other facilities in and about the operation of the condominium and recreational area. A sum to be determined by the Board of Directors and assessed against each apartment on a regular monthly basis shall be included in the yearly assessment to pay for the maintenance services performed by the Developer.

**XIV. Compliance and default.** Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

**A. Legal proceedings.** Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunction relief, or both, and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

**B. 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 guests, employees, agents or lessees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances. Any costs incurred by the Association rendered necessary due to either: a) the act, neglect, or carelessness of any apartment owner, or the tenant, guest, or invitee of an apartment owner; or, b) a violation of this Declaration, the Articles of Incorporation, the By-Laws and/or the Rules of the Association by an apartment owner, or the tenant, guest, or invitee of an apartment owner, including, without limitation, the failure or an apartment owner to maintain his or her apartment as required in Article VI, as amended, of this Declaration, shall be deemed to be a special assessment against the apartment owner and his or her apartment, collectible in the same fashion as any other assessment provided for in this Declaration.

**C. 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, and in any supplemental proceedings and appellant proceedings pursuant thereto, the prevailing party shall be entitled to attorney's fees for said proceedings subsequent to final judgment as the appropriate judicial body may award. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and/or the Rules of the Association, and the apartment owner, or his or her tenant or guest, complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorney's fees incurred to bring about the compliance, from the apartment owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred to bring about compliance, or to obtain a judgment should litigation be necessary, shall be deemed to be a special assessment against the apartment unit and shall be collectible in the same fashion as any other assessment as provided for in this Declaration.

**D. Nonwaiver.** The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

**E. Fines.** In addition to the remedies available elsewhere in the Declaration of Condominium, the Bylaws, Articles of Incorporation, and Rules and Regulations of the Association (hereinafter Governing Documents), the Association can levy and collect fines against an Apartment and an Apartment Owner, as set forth in Section 718.303, F.S., for the failure of the Apartment Owner or the Apartment Owner's family, or the occupant, tenant, licensee, invitee, or guest of any of the foregoing, to comply with any provision of Chapter 718, Florida Statutes (hereinafter Condominium Act), or the Governing Documents, all as same may be amended from time to time.

(1) **Contribution or Indemnity.** Nothing herein interferes with any right that an Apartment Owner has to obtain payment from a violator in the amount of any fine or fines assessed against that Apartment Owner or that owner's Apartment.

(2) **Rights Cumulative.** Nothing herein is a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the Governing Documents or Condominium Act, and all rights and remedies of the Association are cumulative and not exclusive.

**XV. Amendments.** This Declaration of Condominium may be amended in the following manner:

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

**B. Resolution.** A resolution for the adopting of a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association. Directors and members not present by person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. The adoption and approval of the proposed amendments must be by the affirmative vote of not less than 60% of the votes of the entire membership of the Association.

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

**D. Proviso.** Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner nor against apartment or class or group of apartments unless the apartment owners so affected shall consent.

**XVI. Termination.** The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

**A. Destruction.** In the event it is determined in the manner elsewhere provided herein that the apartment building shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated.

**B. Agreement.** The condominium may be terminated by the approval in writing of all of the owners of the condominium. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements is obtained within 30 days from the date of such meetings, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such option shall be upon the following terms:

(1) **Exercise of option.** The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased of an offer to purchase signed by the record owners of apartments who will participate in the purchase. Such offer will indicate which apartments will be purchased by each participating owner and shall offer to purchase all of the apartments owned by owners not approving the termination, but the offer shall affect a separate contract between each seller and his purchaser.

(2) **Price.** The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such offer, and in the absence of agreement by arbitration in accordance with then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale 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.

(3) **Payment and closing.** The purchase price shall be paid in cash and shall be closed within ten (10) days following the determination of the sale price.

C. **Certificate.** The termination of the condominium in either of the foregoing manners 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.

D. **Shares of owners after termination.** After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors 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.

XVII. **Covenants running with the land.** All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to every apartment and appurtenances thereto; and every apartment and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents. Said covenants shall cease to run with the land only if the condominium is terminated pursuant to the provisions provided for termination contained in this Declaration or terminated by judicial decree.

XVIII. **Apartment transfers.** Any transfer of apartment shall include all appurtenances thereto whether or not specifically described, including but not limited to the apartment owner's share in the common elements, easements, association membership and interest in funds or assets held by the Association.

XIX. **Severability.** The invalidity of any covenant, restriction or other provision of the condominium documents or portions thereof shall not affect the validity of the remaining portions thereof.

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

Signed, sealed and delivered  
in the presence of:

## THE CARDINAL DEVELOPMENT CORPORATION

By: \_\_\_\_\_, President

Attest: \_\_\_\_\_, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )  
 ) SS:  
 )

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, this day personally appeared DAVID D. GILMAN and GAIL E. GILMAN, as President and Secretary, respectively, of THE CARDINAL DEVELOPMENT CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Declaration of Condominium and they acknowledged before me that they executed the same for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal on this 4<sup>th</sup> day of January, 1973 A.D.

## My Commission Expires:

## Notary Public

Intentionally Left Blank

**Restated Articles of Incorporation**  
**Table of Contents**

Article I .....	1
Name .....	1
Article II .....	1
Purpose .....	1
1. Lands .....	1
2. Provision .....	1
Article III .....	2
Powers .....	2
1. Statutory .....	2
2. Conduct of Purpose .....	2
3. Funds and Titles .....	2
4. Accordance .....	2
Article IV .....	3
Members .....	3
1. Qualifications .....	3
2. Establishment .....	3
3. Share .....	3
4. Vote .....	3
Article V .....	3
Directors .....	3
1. Affairs .....	3
2. Appointment or Election .....	3
3. First Board .....	3
Article VI .....	4
Officers .....	4
First Officers .....	4
Article VII .....	4
Indemnification .....	4
Article VIII .....	4
By-Laws .....	4
Article IX .....	5
Amendments .....	5
1. Notice .....	5
2. Resolution .....	5
3. Copy .....	5
Article X .....	5
Term .....	5
Article XI .....	5
Subscribers .....	5

---

**RESTATED ARTICLES OF INCORPORATION OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

---

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

**ARTICLE I  
NAME**

The name of the corporation shall be THE CLARIDGE OF POMPANO CONDOMINIUM, INC. For convenience the corporation shall herein be referred to as the Association. The principal place of business of the Association shall be located at 1340 South Ocean Boulevard, Pompano Beach, Florida 33062.

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized is stated as follows:

1. A condominium known as "THE CLARIDGE, a condominium" is being constructed upon the following lands in Broward County, Florida:

A parcel of land in Sections 5 and 6, Township 49 South, Range 43 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast One-Quarter (NE 1/4) of said Section 6; THENCE on an assumed bearing of N.01° 09'29"W. along the East line of said Section 6 a distance of 450.48 Ft. to the POINT OF BEGINNING of this description; THENCE N.88°57'31" E. along a line 450 Ft. North of and parallel with the East/West Quarter Section line through said Sections 5 and 6 a distance of 290.07 Ft.; THENCE N.06°56'04"E. a distance of 212.49 Ft.; THENCE S.88°57'31"W. a distance of 90.38 Ft.; THENCE N. 04°52'32"E. a distance of 120.64 Ft.; THENCE S.88°57'31"W. along a line 780 Ft. North of and parallel with the said East/West line a distance of 239.28 Ft.; THENCE S.01° 09'29"E. along a line 33 Ft. East of and parallel with the centerline of State Road A1A (Ocean Blvd.) as existing on 4-30-71 a distance of 96.01 Ft. to a point of curvature of a tangent curve concave to the West; THENCE Southerly along the said line 33 Ft. East of and parallel with the said centerline, along the arc of said curve, to the right, having a central angle to 12°09'20" and a radius of 1123 Ft. for an arc distance of 236.13 Ft. to a point on an non-tangent line; THENCE N.88°57'31"E. a distance of 21.96 Ft. to the POINT OF BEGINNING;

Said land situated within Broward County, Florida, containing 2.14 acres, more or less, hereinafter called the land.

2. The documents creating the condominium provide for the construction of 198 condominium apartments upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

## **ARTICLE III POWERS**

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit, including those powers set forth in the Condominium Act, Chapter 718, Florida Statutes, as it may be amended from time to time, which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The reconstruction of improvements after casualty and the further improvement of the property.

(e) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 60% of the votes of the entire membership of the Association before such shall become effective.

(f) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

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

3. 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 condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land.

## **ARTICLE IV MEMBERS**

The qualifications of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the public records of Broward County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.

4. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

## **ARTICLE V DIRECTORS**

1. The affairs of the Association will be managed by a board of not less than three nor more than nine directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

RICHARD H. ROTH

1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060

DANIEL D. PESCHIO, JR.

1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060

SALLY A. CRANE

1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060

## **ARTICLE VI OFFICERS**

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

**RICHARD H. ROTH  
1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060**

Vice President and  
Assistant Secretary:

**DANIEL D. PESCHIO, JR.  
1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060**

Secretary-Treasurer:

**SALLY A. CRANE  
1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060**

## **ARTICLE VII 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 part, or in which he may become involved, by reason of his being or having been a director or 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 right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## **ARTICLE VIII BY-LAWS**

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

## **ARTICLE IX AMENDMENTS**

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by all of the directors and by not less than 60% of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.
3. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Broward County, Florida.

## **ARTICLE X TERM**

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

## **ARTICLE XI SUBSCRIBERS**

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

RICHARD H. ROTH

1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060

DANIEL D. PESCHIO, JR.

1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060

SALLY A. CRANE

1201 East Atlantic Boulevard  
Pompano Beach, Florida 33060

IN WITNESS WHEREOF, the subscriber have hereto affixed their signatures this 14<sup>th</sup> day of July 1971.

---

RICHARD H. ROTH

---

DANIEL D. PESCHIO, JR.

---

SALLY A. CRANE

Intentionally Left Blank

**Restated By-Laws**  
**Table of Contents**

I. Identity .....	1
Land .....	1
Offices .....	1
Fiscal Year .....	1
Seal .....	1
II. Members .....	2
Annual Members Meeting .....	2
Special Members Meeting .....	2
Notice of Members Meetings .....	2
Quorum of Members Meetings .....	2
Vote of Owners .....	2
Proxies .....	2
Approval or Disapproval .....	3
Adjourned Meetings .....	3
Order of Business .....	3
III. Directors .....	3
Content .....	3
Election of Directors .....	3
Members up for re-election .....	3
Filling Vacancies .....	3
First election following this amendment .....	3
Organizational meeting .....	4
Regular Meetings .....	4
Special Meetings .....	4
Quorum of Directors meetings .....	4
Presiding Officer .....	4
Removal of Director(s) .....	4
IV. Powers and Duties of the Board of Directors .....	5
Definition .....	5
Borrowing power .....	6
V. Officers .....	6
Type and Duties .....	6
VI. Fiscal Management .....	7
Assessment Roll .....	7
Budget .....	7
Depository .....	7
Audit .....	8
Fidelity Bonds .....	8
VII. Apartment Rentals .....	8
VIII. Pets .....	8
IX. Miscellaneous .....	9
X. Parliamentary Rules .....	10
XI. Amendments to the By-Laws .....	10

**RESTATED BY-LAWS OF  
THE CLARIDGE OF POMPANO CONDOMINIUM, INC.**

---

**I. IDENTITY.**

These are the By-Laws of THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a condominium not for profit under the laws of the State of Florida, as they may be amended from time to time, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as THE CLARIDGE OF POMPANO CONDOMINIUM, INC. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida.

A parcel of land in Sections 5 and 6, Township 49 South, Range 43 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of said Section 6; THENCE on an assumed bearing of N.01° 09'29"W. along the East line of said Section 6 a distance of 450.48 Ft. to the POINT OF BEGINNING of this description; THENCE N.88°57'31" E. along a line 450Ft. North of and parallel with the East/West Quarter Section line through said Sections 5 and 6 a distance of 290.07 Ft.; THENCE N. 06°56'04"E. a distance of 212.49 Ft.; THENCE S.88°57'31"W. a distance of 90.38 Ft.; THENCE N.04°52'32"E. a distance of 120.64 Ft.; THENCE S.88°57'31"W. along a line 780 Ft. North of and parallel with the said East/West line a distance of 239.28 Ft.; THENCE S.01° 09'29"E. along a line 33 Ft. East of and parallel with the centerline of State Road A1A (Ocean Blvd.) as existing on 4-30-71 a distance of 96.01 Ft. to a point of curvature of a tangent curve concave to the West; THENCE Southerly along the said line 33 Ft. East of and parallel with the said centerline along the arc of said curve, to the right, having a central angle of 12°09'20" and a radius of 1123 Ft. for an arc distance of 236.13 Ft. to a point on an non-tangent line; THENCE N. 88°57'31"E. a distance of 21.96 Ft. to the POINT OF BEGINNING; Said land situate within Broward County, Florida, containing 2.14 acres, more or less.

and also administering the leased recreation area adjacent to this property.

1. The offices of the Association shall be at 1340 South Ocean Boulevard, Pompano Beach, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

## II. **MEMBERS.**

1. The Annual Members' Meeting shall be held at the office of the Corporation or at such other place as is designated by the Board of Directors, at 7:00 o'clock, P.M., on the second Tuesday in the month of February 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 succeeding day.

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

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

4. A quorum at any members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. When a quorum is present at any such meeting, the holders of a majority of the voting rights 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. The joinder of a member in the action of a meeting by signing and concurring in the minutes therefore shall constitute a presence of such member for the purpose of determining a quorum.

5. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named on a certificate signed by all of the owners of the apartment and in the case of a corporation or similar entity signed by the President and Secretary thereof and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.

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

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

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

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

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

### III. DIRECTORS.

1. The Board of Directors shall consist of seven (7) persons who shall serve staggered terms of two (2) years. Each member of the Board of Directors shall be the owner of an apartment.

2. Election of Directors shall be conducted in the following manner:

(a) Members of the Board of Directors up for re-election in a given year shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

3. At the first election meeting following the adoption of this Amendment, the four (4) Directors receiving the highest number of votes shall be elected for a term of two (2) years and the three (3) Directors receiving the fifth, sixth and seventh highest number of votes shall be elected for a term of one (1) year. Thereafter, the term of each Director's service shall be for two

(2) years, or until his successor is duly elected and qualified or he is removed in the manner elsewhere provided herein.

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 monthly meetings of the Board of Directors shall be held at such time and place as shall be determined by a majority of the Board. Notice of such regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least seven days prior to the date named for such meeting unless such notice is waived. Special meetings may be held from time to time as deemed necessary.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting, unless such notice is waived by said Directors in writing before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

7. A quorum of Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of Condominium. 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 an adjourned meeting any business which might have been transacted at the meetings as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

8. 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.

9. Any one or more of the Directors may be removed, either with or without cause, at any time, by a vote of a majority of the owners voting and entitled to vote, at any special meeting called with notice, for the purpose. Any Director who misses three (3) regular meetings of the Board in any calendar year shall be deemed to have resigned and automatically removed from the Board.

#### **IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

Except as may be specifically and expressly stated otherwise, all of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium.

A. The powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium and expenses and rentals of the recreation area.

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

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

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

5. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 60% of the votes of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.

6. To approve or disapprove proposed purchasers, lessees, and mortgagees of apartments in the manner provided by the condominium documents.

7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

8. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and to assess the same against the apartment and apartment owners as provided for in the Declaration of Condominium.

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

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

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

12. To set dates upon which all assessments against the apartment owners share of the budget and all special or general assessments shall become due and after which date they shall be delinquent and enforced as liens as elsewhere provided for in the by-laws and/or the Declaration of Condominium.

13. To control all guest parking spaces as provided for in the Declaration of Condominium and to maintain in good order all parking spaces, and further to maintain a permanent record of each individual parking space and the apartment to which said space is currently assigned.

B. Notwithstanding anything to the contrary elsewhere, the Board of Directors is prohibited from borrowing money, obtaining a line of credit, or taking out any type of loan, without the prior consent of not less than a majority of the voting interests in the Association; provided, however, the Association can, without a vote of the Apartment Owners, borrow money, obtain a line of credit and take out any type of loan to finance insurance premiums and to make casualty or disaster recover repairs and replacements; and, the Board of Directors may, without a vote of the Apartment Owners in the name of the Association, obtain a credit card, with a credit limit not to exceed \$5,000.00, for use by the Association Property Manager and/or Office Manager for purchases for the Association office or Condominium Building. Such purchases may only be made with prior written authorization by the President or Treasurer, or such other designee of the Board of Directors, as determined by the Board of Directors from time to time.

## V. **OFFICERS.**

1. The executive officers of the corporation shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily 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 of appointing 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 of 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 duties as shall be prescribed by the Directors.

Intentionally Left Blank

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 assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all 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.

## VI. FISCAL MANAGEMENT.

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

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the dates and amounts in which the assessment come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items: Common Elements such as landscaping; office and shop; street and walkways; utility rooms; Utilities; Liability Insurance; Casualty Insurance; Administration; and proposed assessments against each member.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall

be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the Directors.

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

5. Fidelity bonds may be required by the Board of Directors, at its option, 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 common expenses. The premiums on such bonds shall be paid by the Association.

## **VII. APARTMENT RENTALS.**

Upon transfer of the control of the condominium corporation by the developer he will present to the Board of Directors a lease rental list which will set forth a minimum rental price that apartments within the condominium shall be leased for. The Board of Directors shall see that no apartments leased in the condominium shall be leased at a rental price less than the price set forth in said rental list and further, the Board shall adjust the rental price in future years to compensate for the dollar value change in the same manner as the rental price set forth in the 99-year Lease of the rental recreational area shall be adjusted. The Board of Directors shall prohibit the leasing or subleasing of any apartment to more than one person or family during a twelve month period, and any possessory arrangement by an apartment owner in contradiction to the letter or spirit of this provision shall render the same invalid and of no effect whatsoever.

No owner may lease his/her condominium apartment during a period comprising the first 365 days subsequent to the date that his/her deed reflecting acquisition of his/her condominium apartment has been recorded in the Public Records of Broward County, Florida. Apartment owners may lease their condominium apartments only one time in each twelve month period after the first 365 days of their acquiring ownership of said condominium, but each such lease shall be for a minimum period of six months and one week.

## **VIII. PETS.**

Certain agreements have been made for original purchasers to have pets no larger than a medium-size poodle dog or a domestic cat and maintain them in the condominium apartment. Upon the demise of any such pets no new or additional pets shall be authorized by the Board of Directors. No pets shall be authorized to be maintained on the condominium premises by new purchasers of the condominium apartments regardless of whether the original purchaser was authorized to maintain a pet or not.

At no time shall more than one member of the Board of Directors be an owner of a pet and such owner may not vote on matters concerning pets.

At no time shall any pet be allowed to leave the condominium apartment except when controlled on a leash and collar and said pets shall never be authorized to be brought within the recreational areas.

No pet shall be walked on the condominium property but will be directly taken to the side of the condominium premises and upon re-entering the property shall be returned to the condominium apartment.

Any disturbance by the pets through noise or otherwise shall constitute grounds for the Board of Directors, upon an affirmative vote by the majority of the Board, to authorize and direct the apartment owner to remove the pet from the condominium apartment and after written notice thereof said pet shall be removed within a two-week period.

## IX. MISCELLANEOUS.

No alteration of the exterior of the condominium building nor the interior of any apartment (i.e., storm shutters, sun shades, glass coloring) shall be authorized unless the same has been approved by the Board of Directors. The exterior facings of all drapes which are viewable from the outside of the building shall be lined in white. It is intended that these provisions shall be inserted for aesthetic values so that all visible surfaces from the exterior of the building, to the extent feasible, shall be uniform. All owners must install and maintain storm shutters on all patios. All owners have the option to install, and if installed, must maintain, window storm shutters. Said shutters to be white conforming to those already in place.

It is intended that the individual parking spaces assigned to each apartment by the Developer shall remain with such apartment at all times but nothing herein shall prohibit any individual apartment owners from transferring between themselves their parking spaces so long as the same is evidenced by written, notarized and witnessed agreement with a fully executed copy filed with the Board of Directors.

An apartment may be sold or leased only to a single family. A Corporation or any other form of multiple ownership is not permissible.

All apartment owners shall deposit with the Board of Directors a key to his/her apartment so that access to said apartment by the Board of Directors, or their agents, may be available in the event of an emergency.

## **X. PARLIAMENTARY RULES.**

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

## **XI. Amendments to the By-Laws** shall be proposed and adopted in the following manner:

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

2. A resolution adopting a proposed amendment must receive approval of 60% of the votes of the entire membership of the Board of Directors and 60% of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing.

3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

4. 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.

The foregoing were adopted as the By-Laws of THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

Approved By:

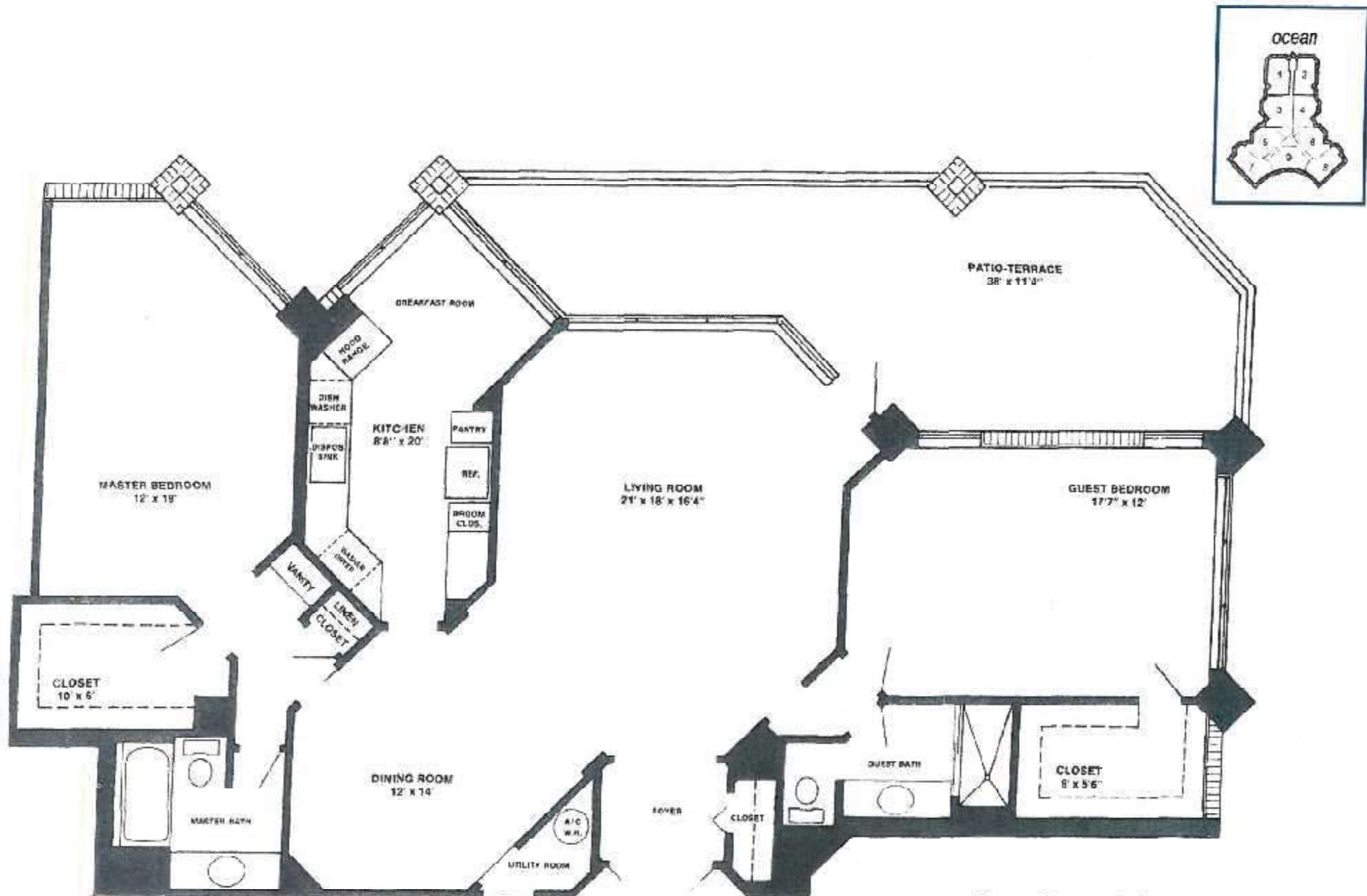
---

, President

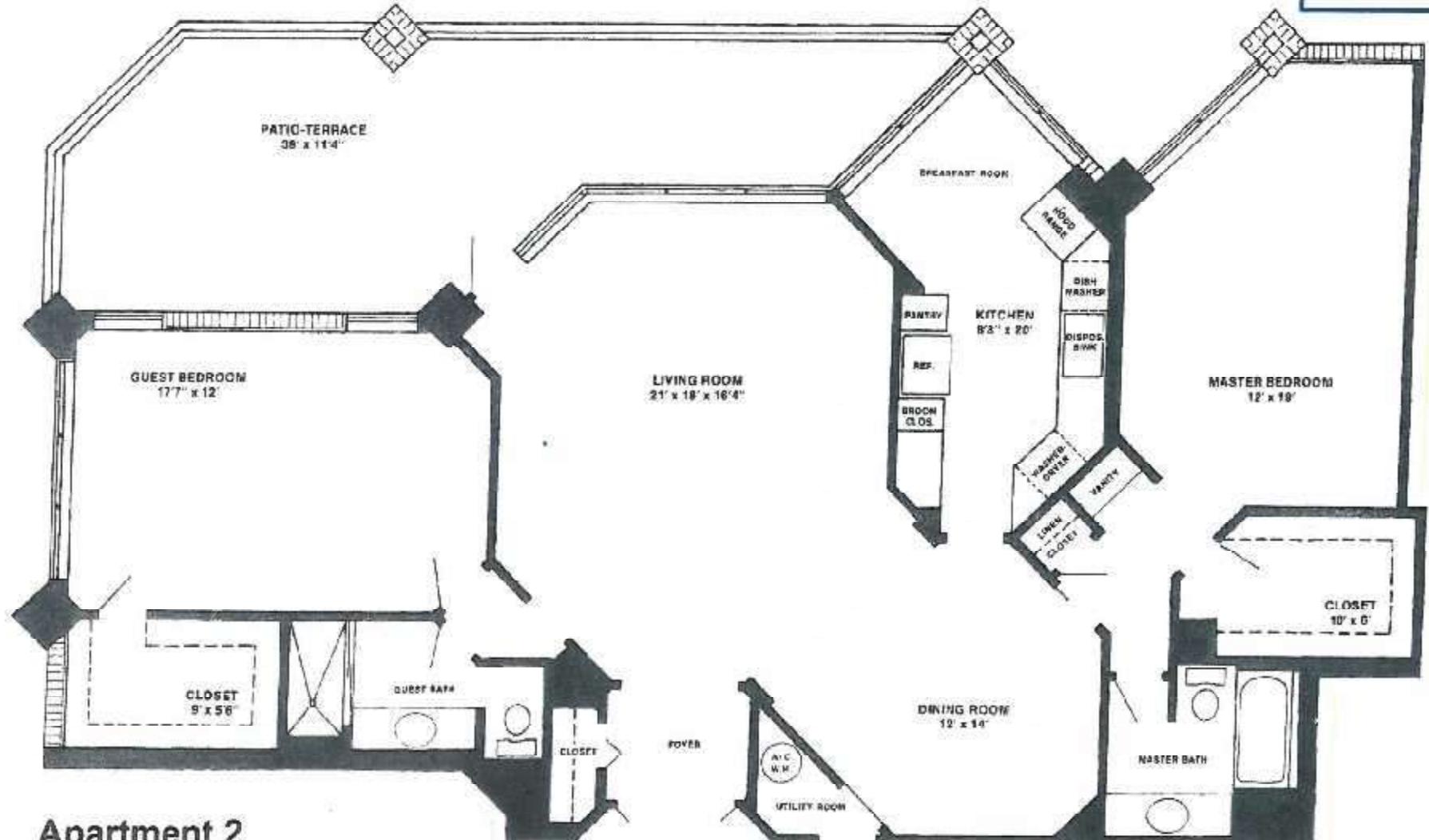
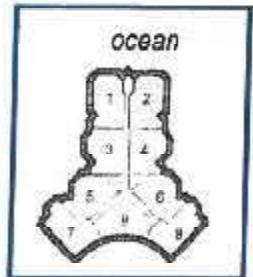
---

, Secretary

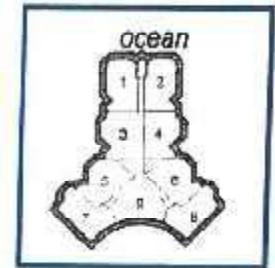
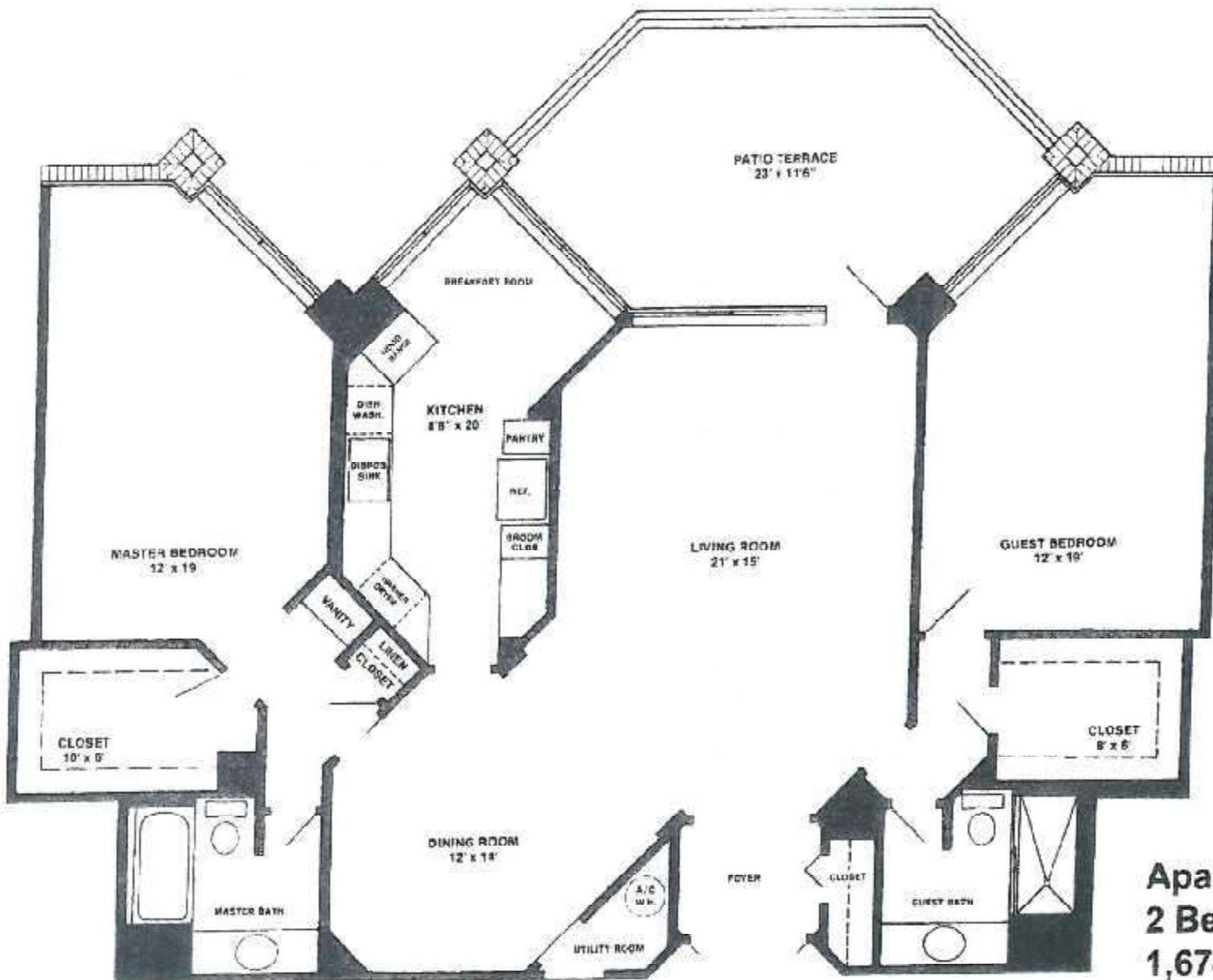
Intentionally Left Blank



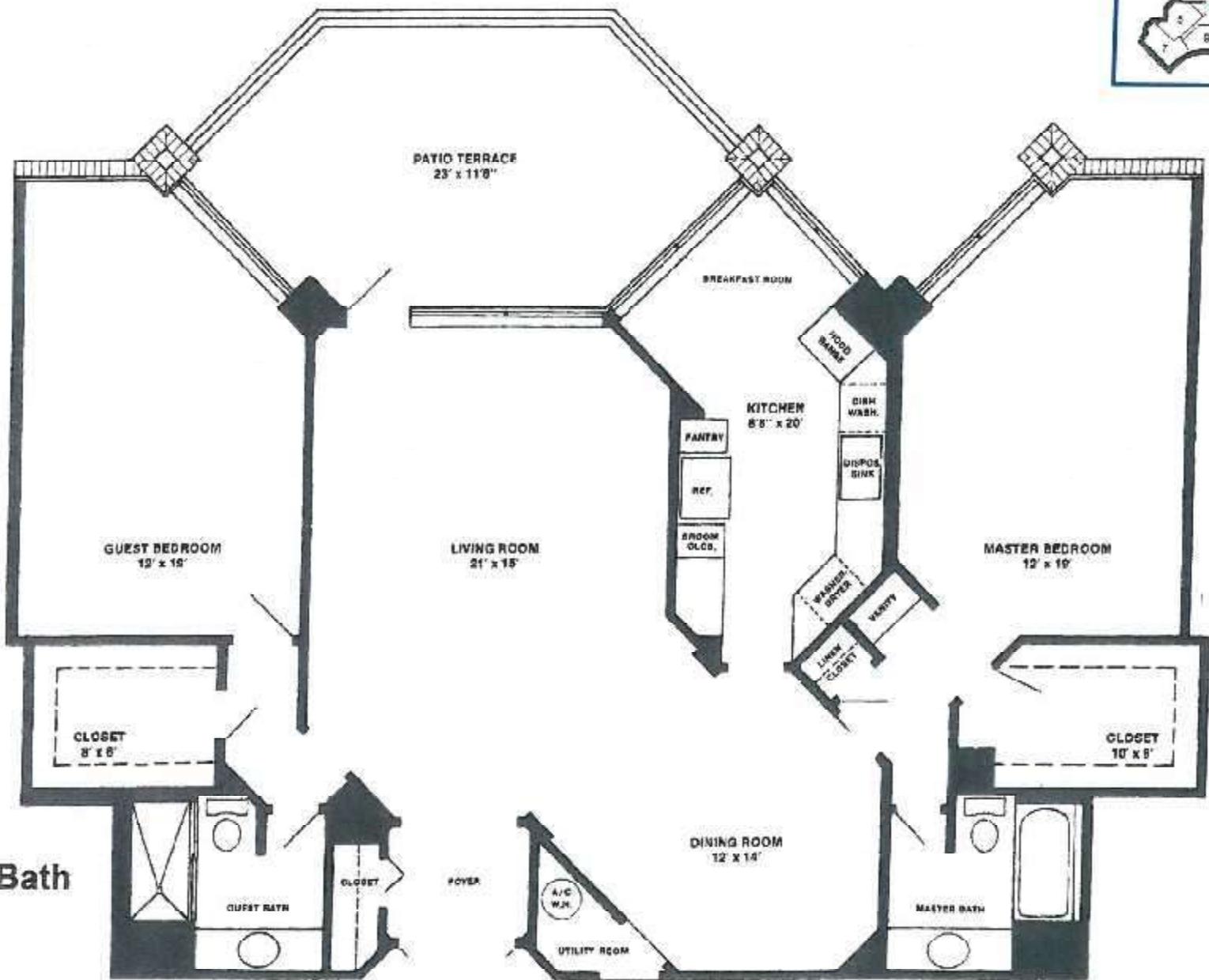
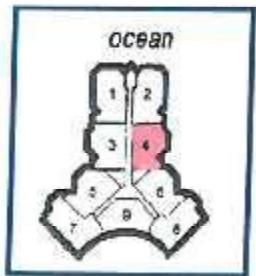
**Apartment 1  
2 Bedroom, 2 Bath  
1,844 Sq. Ft.**



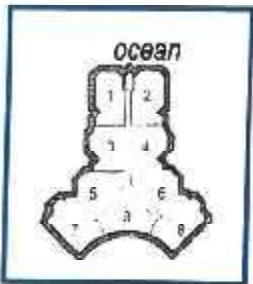
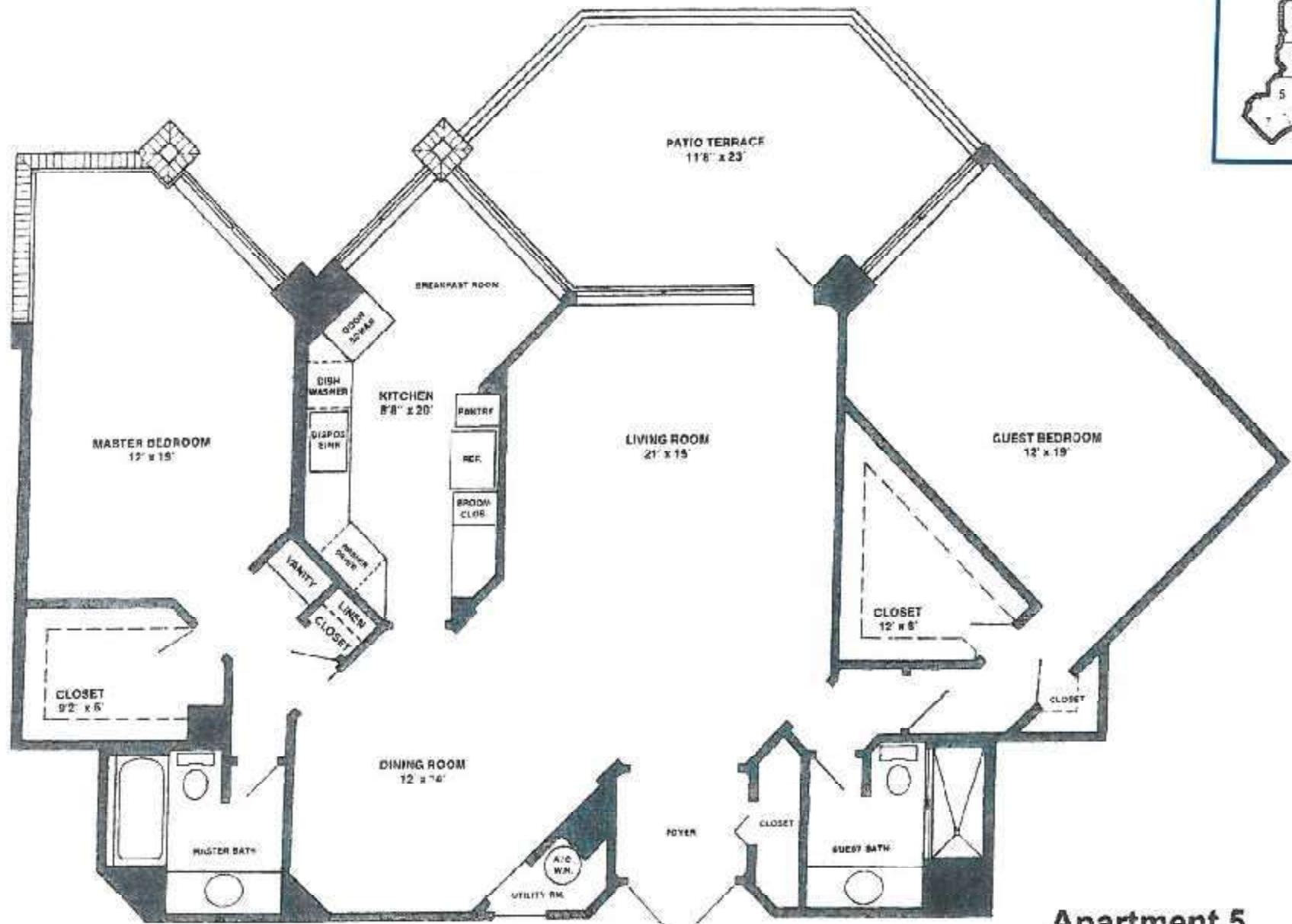
**Apartment 2**  
**2 Bedroom, 2 Bath**  
**1,844 Sq. Ft.**



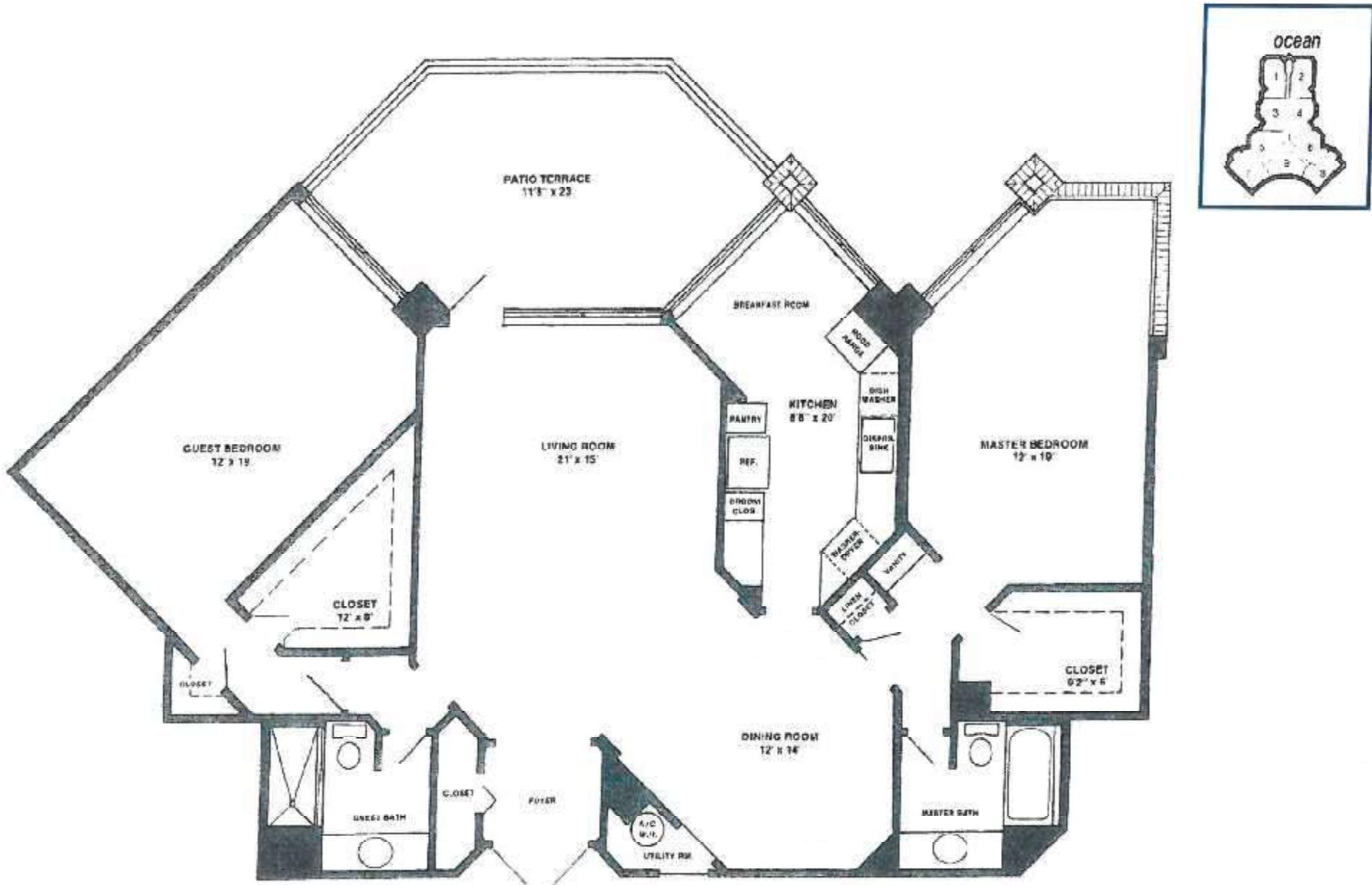
**Apartment 3  
2 Bedroom, 2 Bath  
1,674 Sq. Ft.**



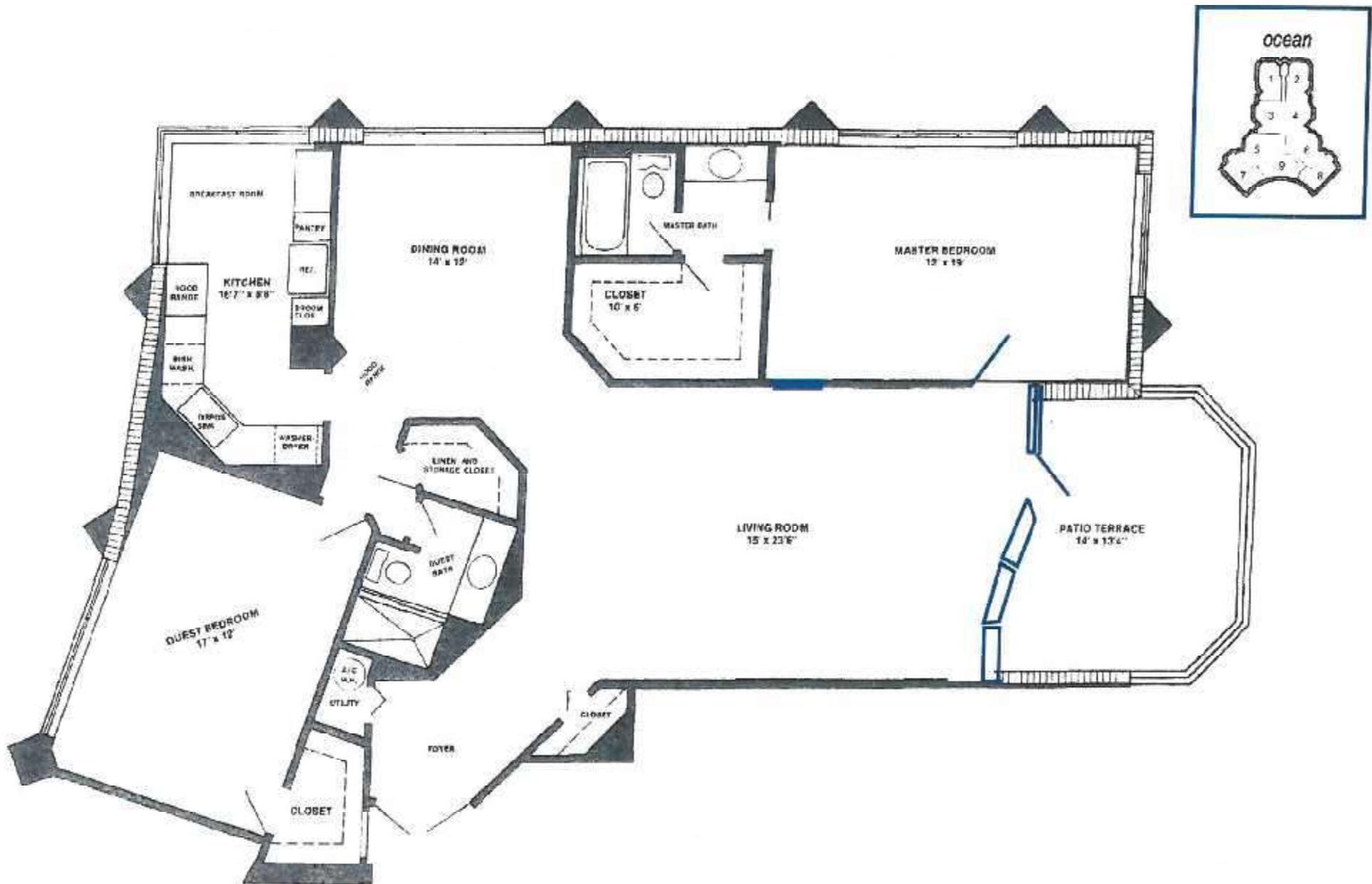
**Apartment 4**  
**2 Bedroom, 2 Bath**  
**1,674 Sq. Ft.**



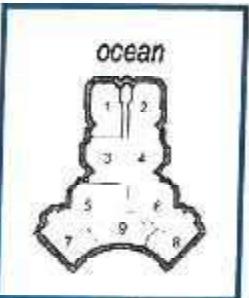
**Apartment 5**  
**2 Bedroom, 2 Bath**  
**1,716 Sq. Ft.**

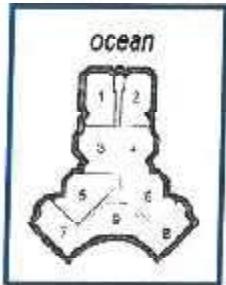
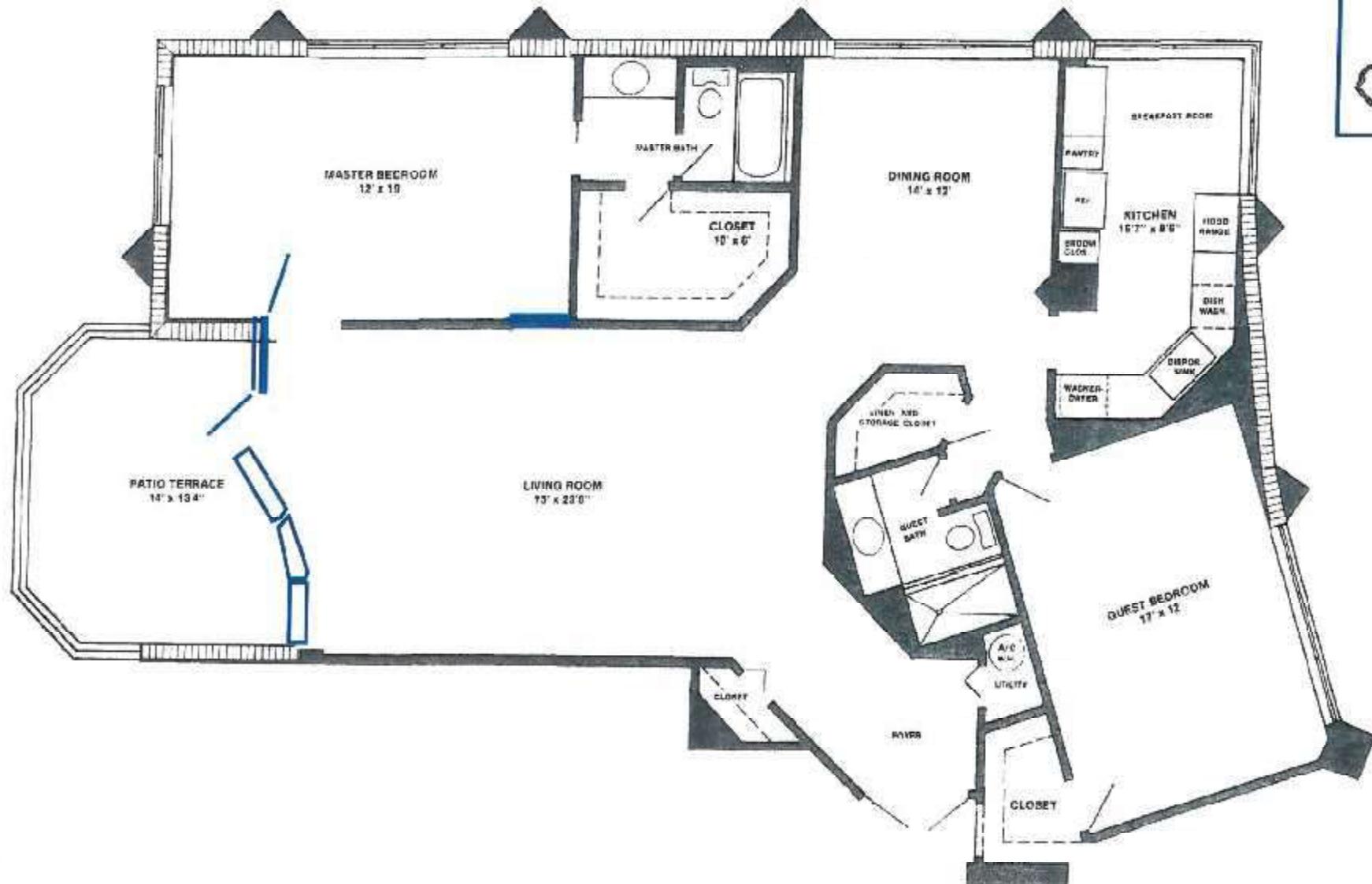


**Apartment 6**  
**2 Bedroom, 2 Bath**  
**1,716 Sq. Ft.**

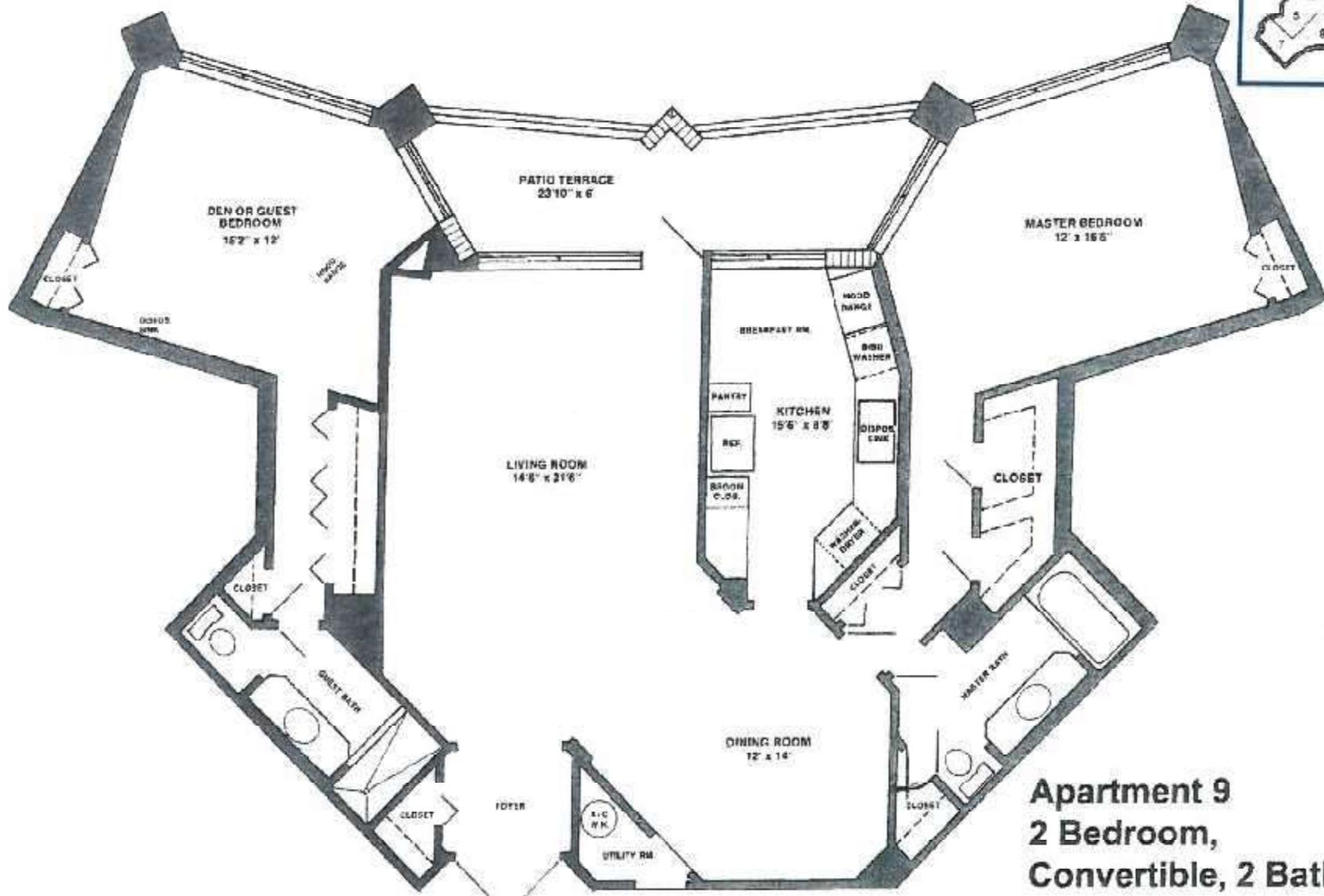
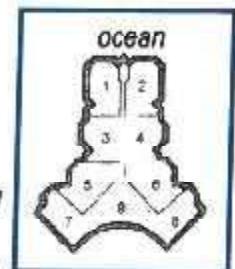


**Apartment 7**  
**2 Bedroom, 2 Bath**  
**1,781 Sq. Ft.**





**Apartment 8  
2 Bedroom, 2 Bath  
1,781 Sq. Ft.**



**Apartment 9**  
**2 Bedroom,**  
**Convertible, 2 Bath**  
**1,487 Sq. Ft.**

EXHIBIT A TO THE RESTATED DECLARATION  
OF CONDOMINIUM OF  
THE CLARIDGE, A CONDOMINIUM

RENT TO: J. B. Galico,  
1340 S. Ocean Blvd. Apt. 303  
Juno Beach, Fla. 33408

AMENDMENT TO THE DECLARATION OF CONDOMINIUM, RECORD BOOK 5115, PAGE 40

we, the President and Secretary of the CLARIDGE OF POMPANO CONDOMINIUM, INC., do hereby certify that the alterations of the parking spaces shown on this document have been approved in writing by 165 (165) of the apartment owners and that it therefore rightfully supersedes the original document.

5. Leonard Taitelbaum, Pres.

John LEVY APR SECRETARY

STATE OF FLORIDA )  
COUNTY OF BROWARD )

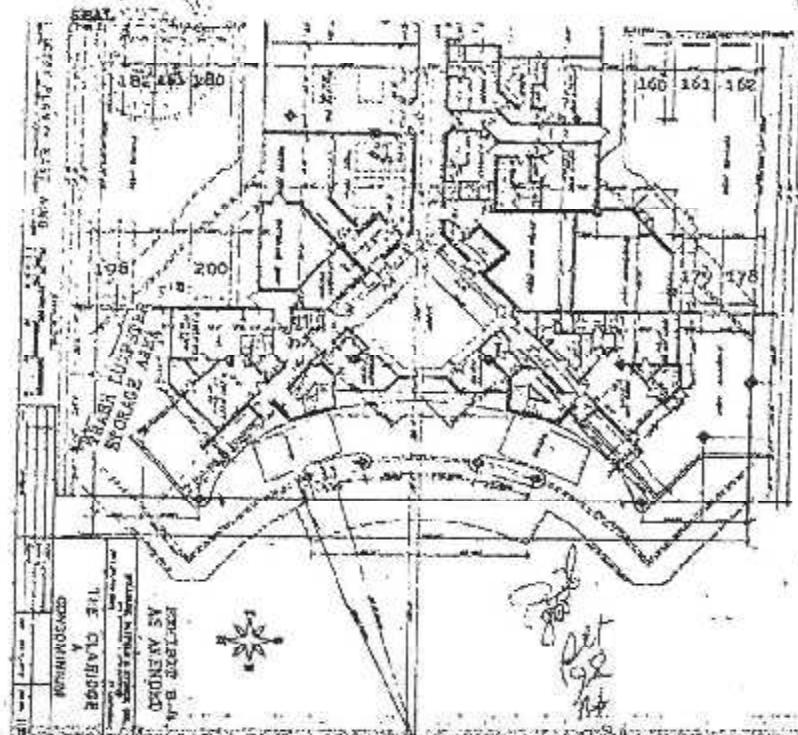
Before us, the undersigned authority, personally appeared both  
S. Leonard Whitehouse and John Lawler

well known to me as the persons described in, and who executed, the foregoing instrument as PRESIDENT and SECRETARY respectively of the CHARLES F. POMPANO CONDOMINIUM, INC., a Florida Corporation not for profit, and they severally acknowledged before me that they executed such instrument by such officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to the said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation, and was executed for the purposes therein expressed.

WITNESS my hand and official seal at said COUNTY and STATE this day of

July 34 1976

My commission expires: January 20, 1970 Notary Public, State of Florida or longer  
By Commissioner Stephen Joseph Galt, 1970  
Noted by American Fife & Company, Inc. James R. Lewis, Clerk  
Notary Public, State of Florida



AMENDMENT TO THE DECLARATION OF CONCERNALICE, RECORDED BOOK 5115, PAGE 32. REC. 6643 Page 595

He, the President and Secretary of the  
CLASSIC OF FLORIDA CORPORATION,  
do hereby certify that the alterations  
of this parking spaces shown on  
this document have been approved in  
writing by 165 (65%) of the stock  
holders and that it therefore right-  
fully supersedes the original docu-  
ment.

AMENDMENT  
TO THE DECLARATION OF CONCERNALICE  
RECORDED BOOK 5115, PAGE 32.

147  
146  
145  
144  
143  
142  
141  
140  
139  
138  
137  
136  
135  
134  
133  
132  
131  
130  
129  
128  
127  
126  
125  
124  
123  
122  
121  
120  
119  
118  
117  
116  
115  
114  
113  
112  
111  
110  
109  
108  
107  
106  
105  
104  
103  
102  
101  
100

John Taylor, Secretary

RECORDED BY: J. J. Galica  
1340 S. Ocean Blvd. April 707  
Pompano Beach, Fla. 33062

Exhibit A

AMENDMENT TO THE DECLARATION OF CORPORATION, RECORD BOOK 5115, PAGE 38

REC. 6643 PAGE 506

RETURN TO: 3... Galice  
1340 S. Ocean Blvd.  
APT. 7D  
Pompano Beach, Fla.  
33062

No, the President and Secretary of  
the CLARKE OF POMPANO CORPORATION  
do hereby certify that the above  
actions of the parking agents shown in  
this document have been approved in  
writing by 165 (165%) of the apartment  
owners and that it is before right  
fully suspends the original docu-  
ment.

*John L. Lavor*  
John Lavor, Secretary  
S. Lavor, Secretary  
S. Lavor, Secretary  
S. Lavor, Secretary

*John Lavor*  
John Lavor, Secretary

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																																																							
84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200				
180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300
280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400

WITNESSED BY: *Al Branci*

John Lavor

STATE OF FLORIDA, ss  
COUNTY OF BROWARD, ss  
Before me, the undersigned authority, personally appeared both  
John Lavor, known to me as the person described in, and who executed, the foregoing  
Instrument as PRESIDENT and SECRETARY respectively of the CLARKE  
OF POMPANO CORPORATION, INC., a Florida Corporation, for me to witness  
that they executed such instrument not for profit, and  
not such officers of said Corporation, and that the seal affixed thereto  
is the Corporate Seal of said Corporation, and that it was affixed to the  
Instrument by the true and regular corporate authority, and that it was affixed to the  
Instrument for the purpose therein expressed.

John Lavor  
John Lavor



511 NO. 01

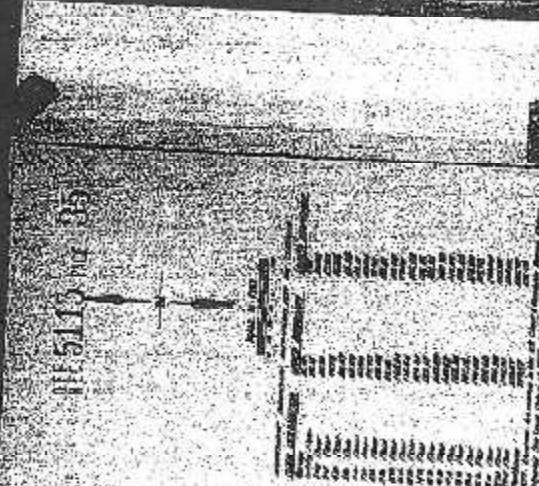
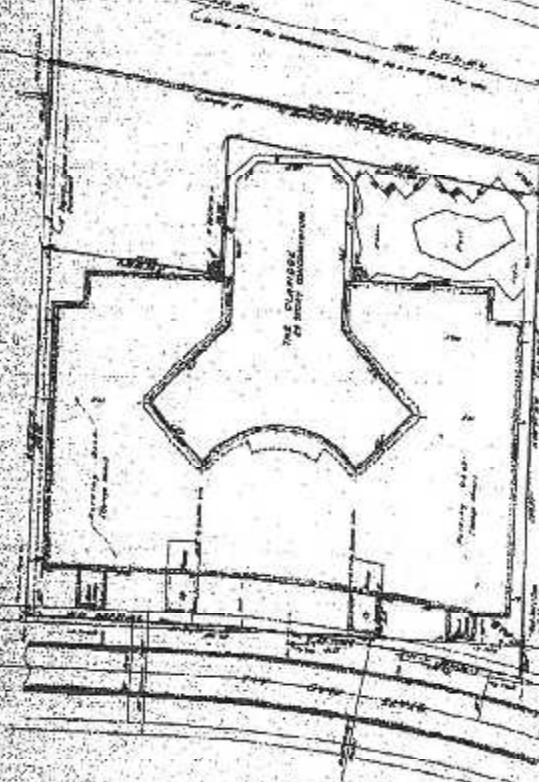


EXHIBIT A-1

WILLIAMS, BROWN & CO., INC.

Year	2000
Month	January
Day	1
Time	10:00 AM
Location	511 NO. 01
Condition	Normal
Comments	None

DESCRIPTION OF CONDOMINIUM PROPERTY



DESCRIPTION OF LEASED AREA



CERTIFICATION

STATE OF FLORIDA  
I, [Signature], do hereby certify that the above description of the property is true and accurate to the best of my knowledge and belief.

WITNESS:

WILLIAMS, BROWN & CO., INC.

511 NO. 01

**WILLIAMS, HATFIELD & STONER, INC.**  
Civil and Consulting Engineers  
Land Surveyors

232 WILTO DRIVE, WILTON MANORS, FORT LAUDERDALE, FLORIDA 33306 - TELEPHONE 332-5434

E. REX WILLIAMS, JR., P.L.  
LEE P. HATFIELD, JR., P.E.  
E. W. (EDWARD) STONER, R.L.S.  
G. R. SANDERS, P.C.

HIGHWAYS & AIRPORTS  
WATER & SEWAGE SYSTEMS  
MUNICIPAL WORKS  
BRIDGES  
SUBDIVISION DEVELOPMENT  
LAND SURVEYS  
DRAINAGE & IRRIGATION  
LAND PLANNING

C E R T I F I C A T E

THIS CERTIFICATE, MADE THIS 28th DAY OF DECEMBER, 1972, BY THE UNDERSIGNED  
LAND SURVEYOR IS MADE PURSUANT TO THE PROVISIONS OF SECTION 711.08 (1) (E)  
OF THE 1963 FLORIDA STATUTES; AND IS A CERTIFICATION THAT THE SURVEY WHICH  
IS EXHIBIT A-1, ANNEXED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM  
TOGETHER WITH THE WORDING OF SAID DECLARATION, IS A CORRECT REPRESENTATION  
OF THE IMPROVEMENTS DESCRIBED THEREIN AND THAT THERE CAN BE CORRECTLY DETER-  
MINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS, AND SIZE OF THE  
BUILDING AND APPURTENANCES, INCLUDING GENERAL COMMON ELEMENTS AND UNITS OF  
THE CONDOMINIUM, A CONDOMINIUM.

*Bruce F. Shall*  
BRUCE F. SHALL  
REGISTERED LAND SURVEYOR NO. 2182  
STATE OF FLORIDA

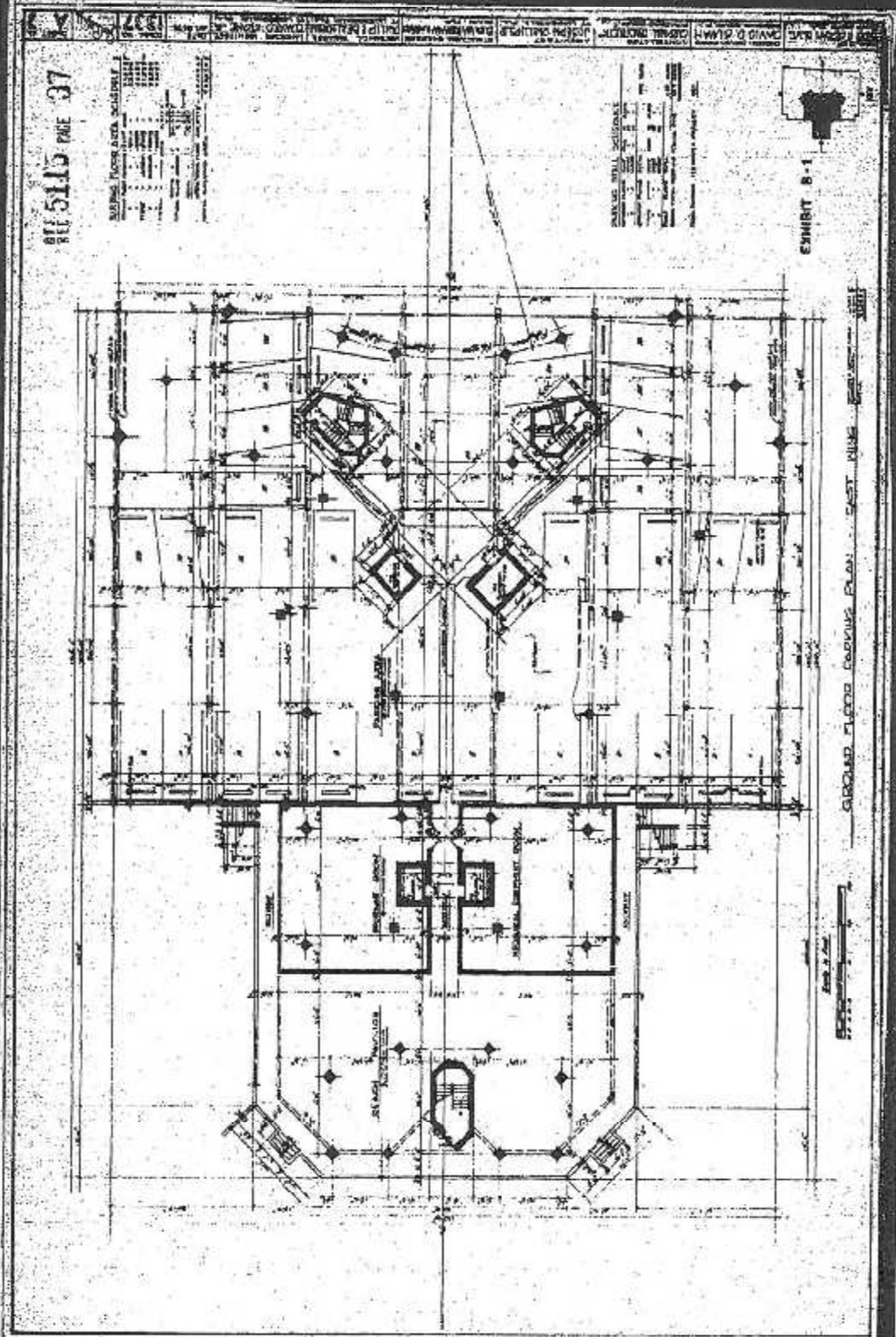
015115 rev 36

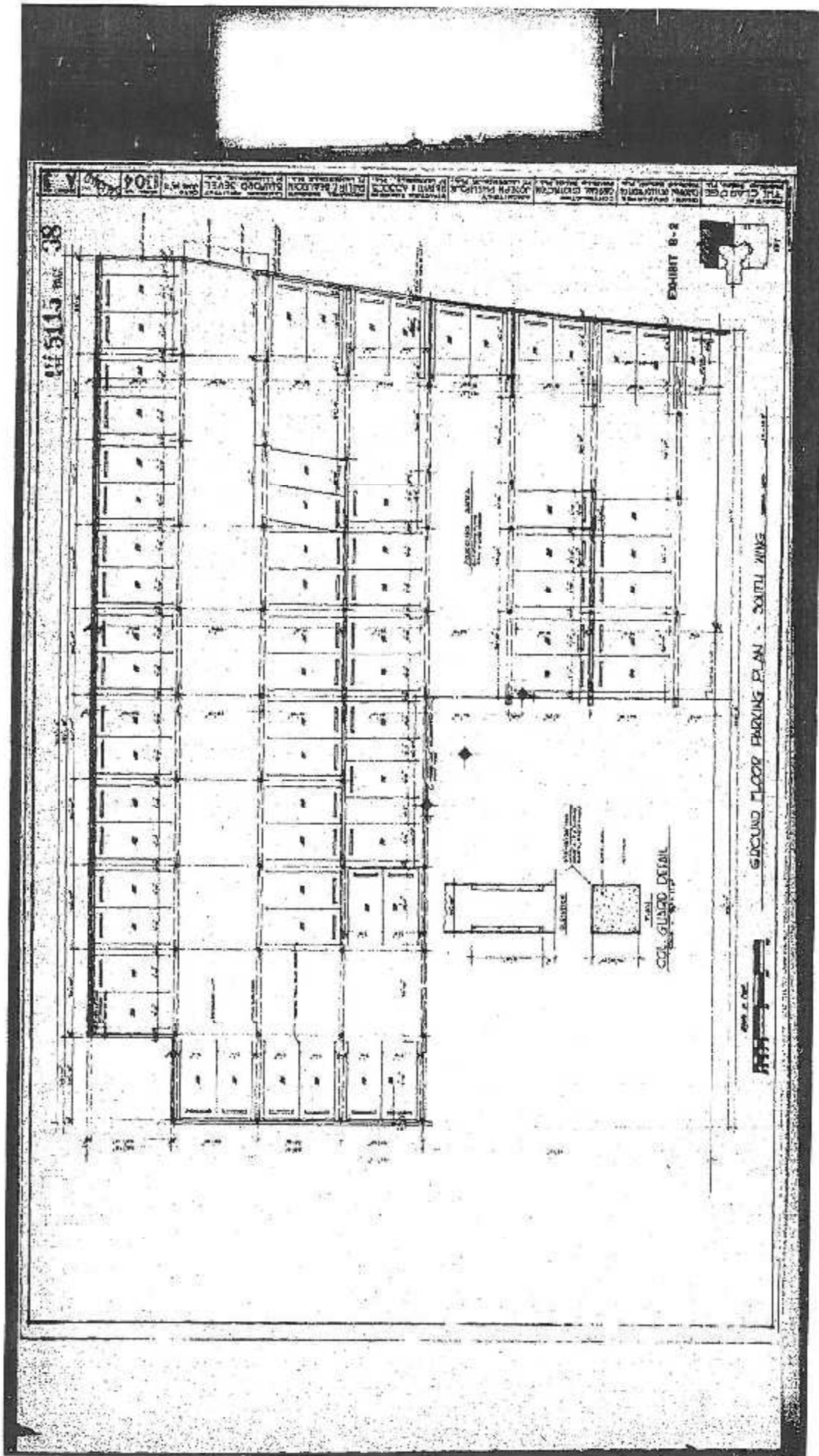
EXHIBIT A-2

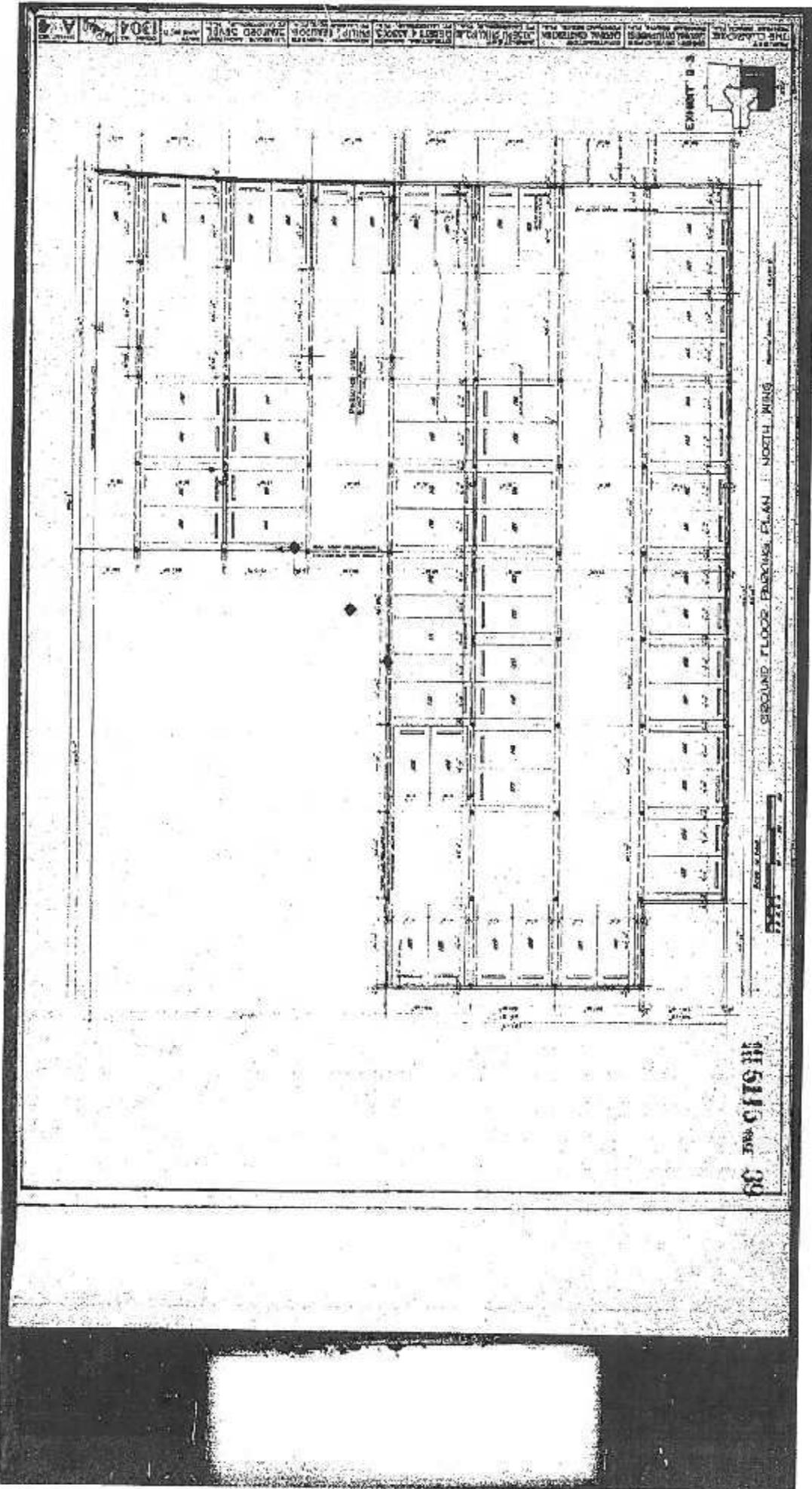
MS-1510 PAGE 37

EXHIBIT 8-1

GROUND FLOOR FLOOR PLAN EAST NINE



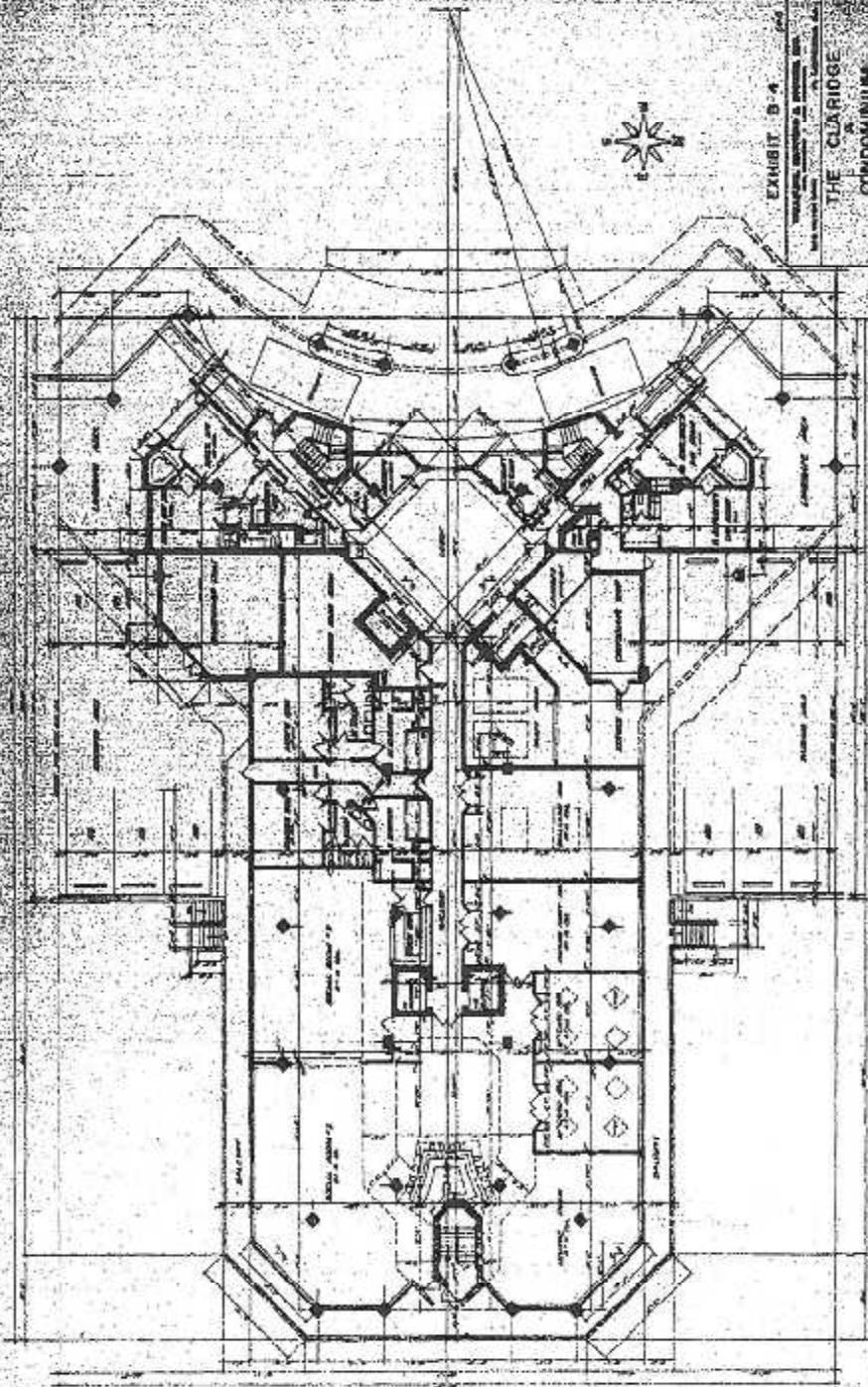


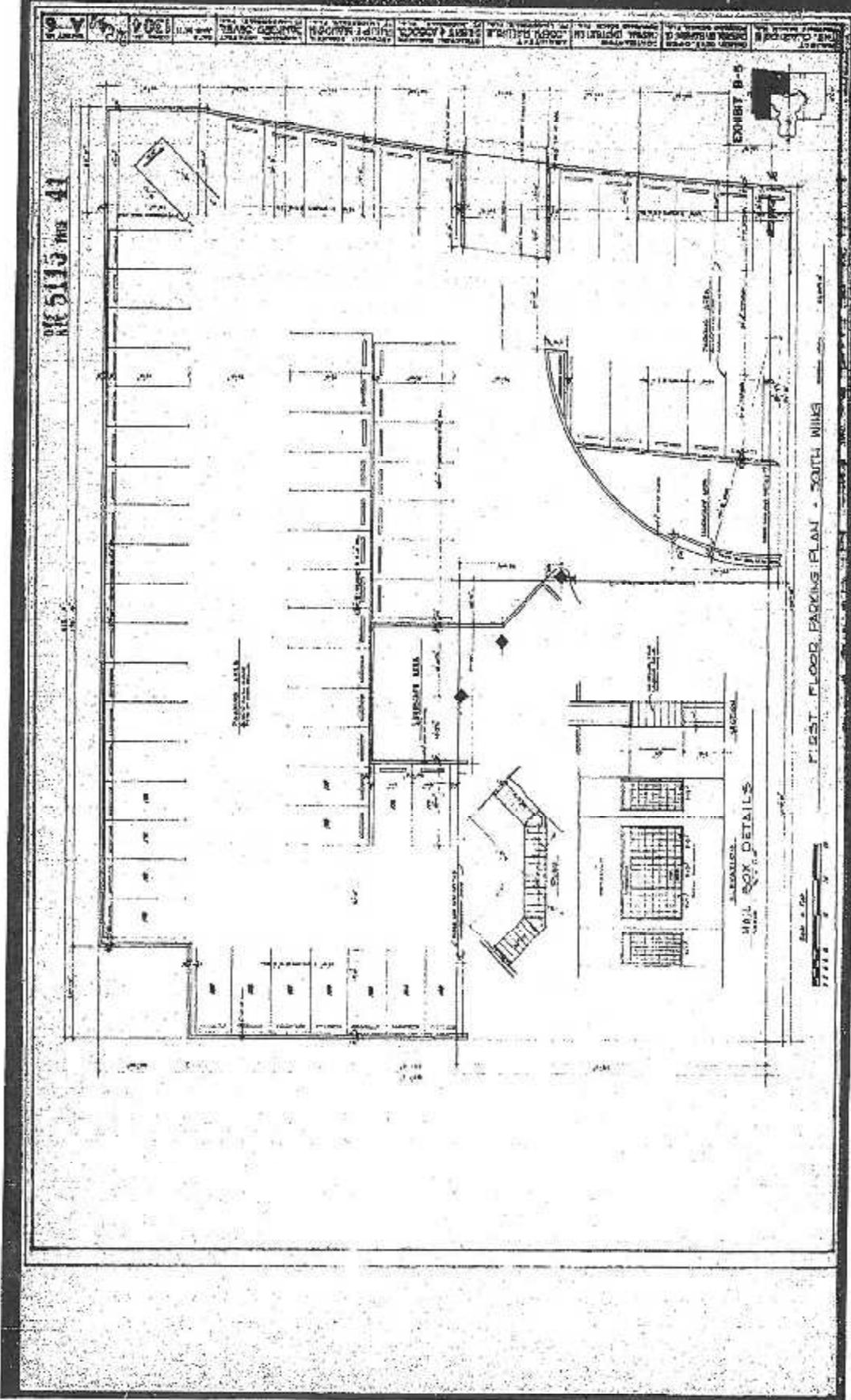


Hold 10

EXHIBIT B-4  
THE CLARISSA  
A CONDOMINIUM

FIRST FLOOR LAYOUT PLAN - EAST WING





卷之三

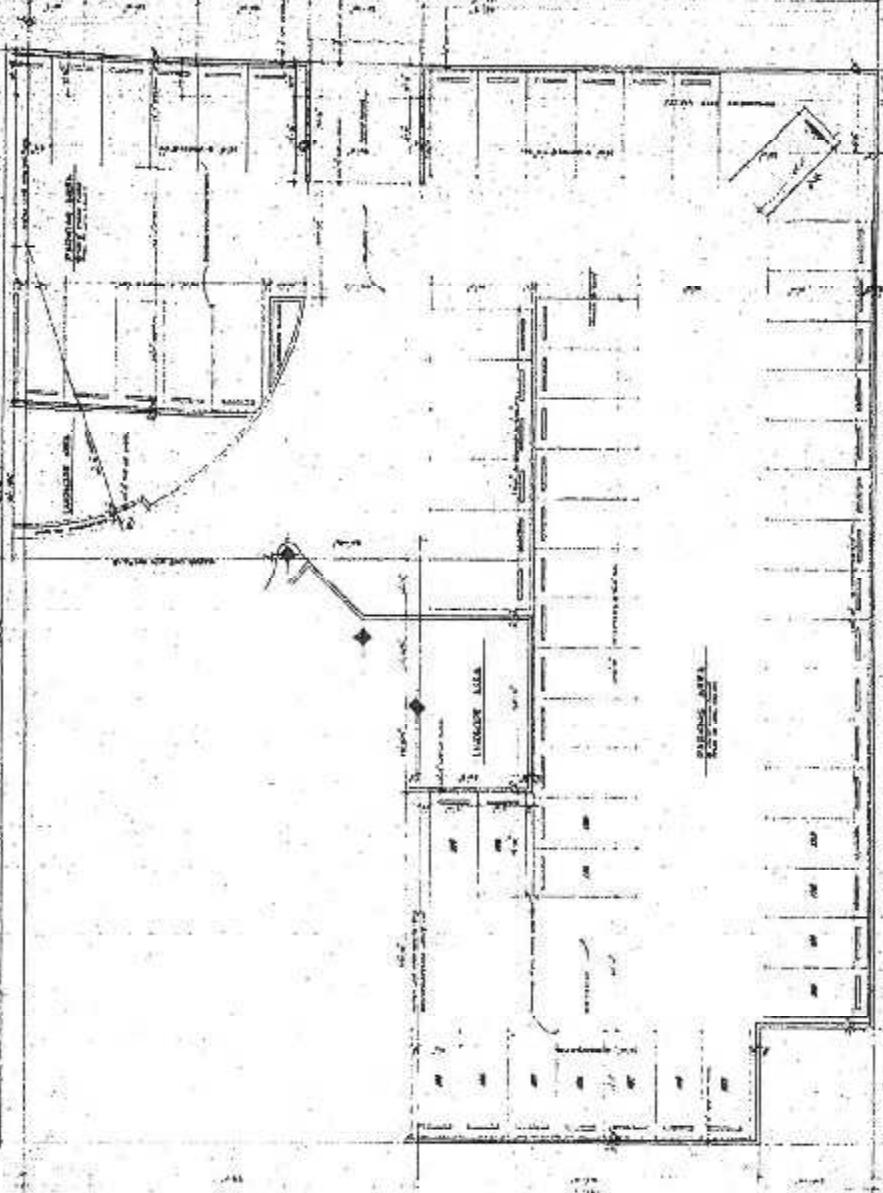
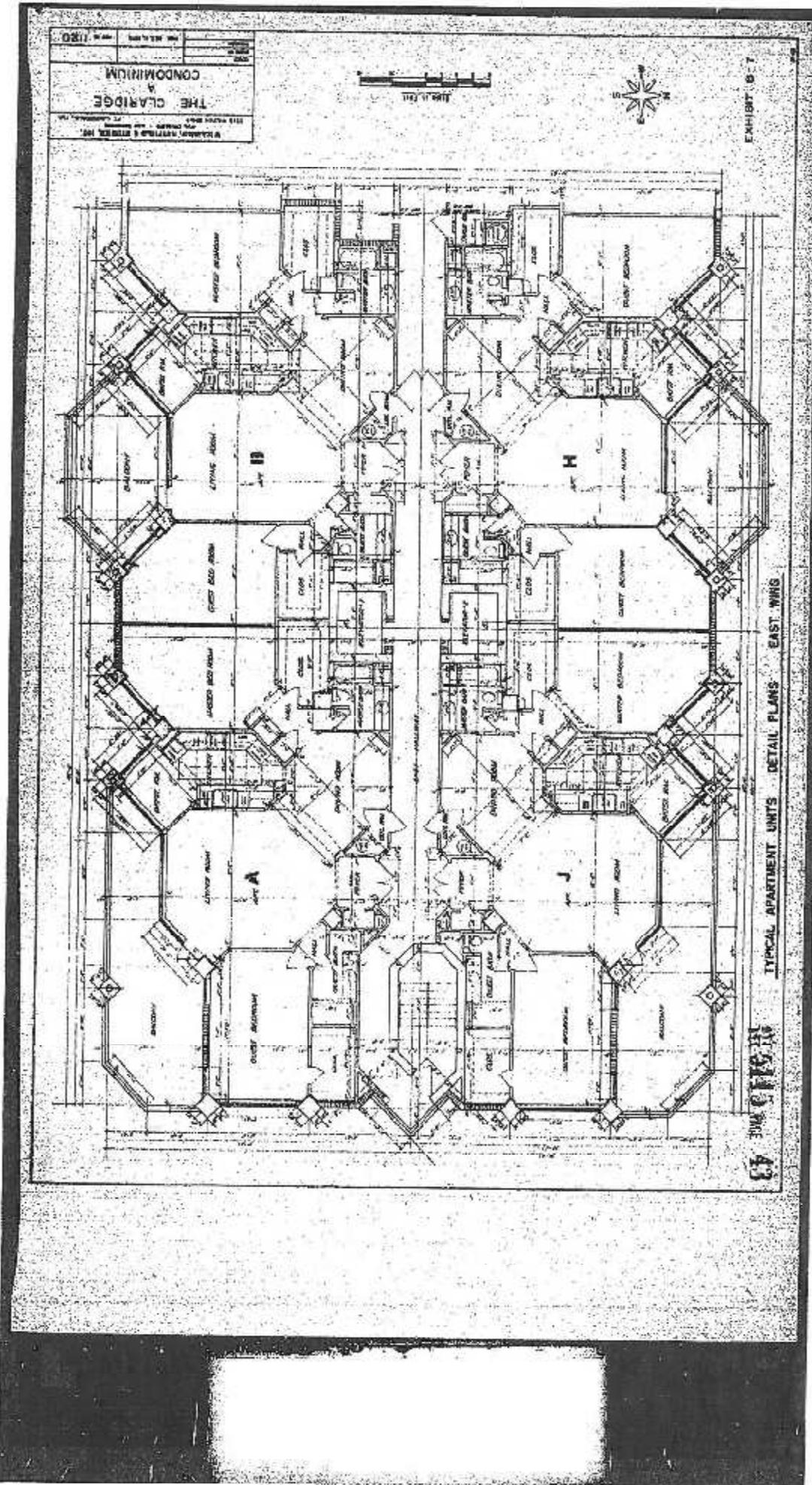
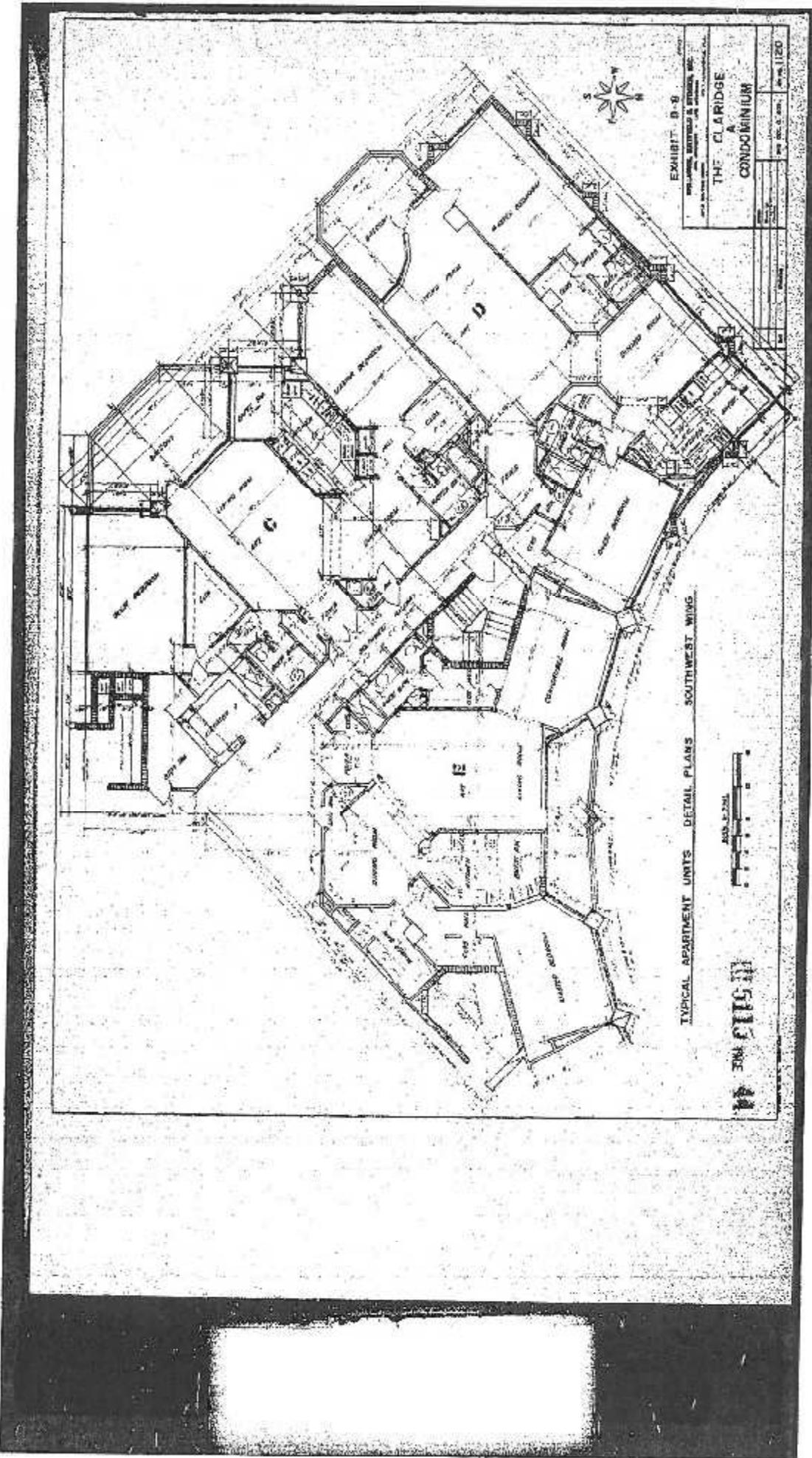
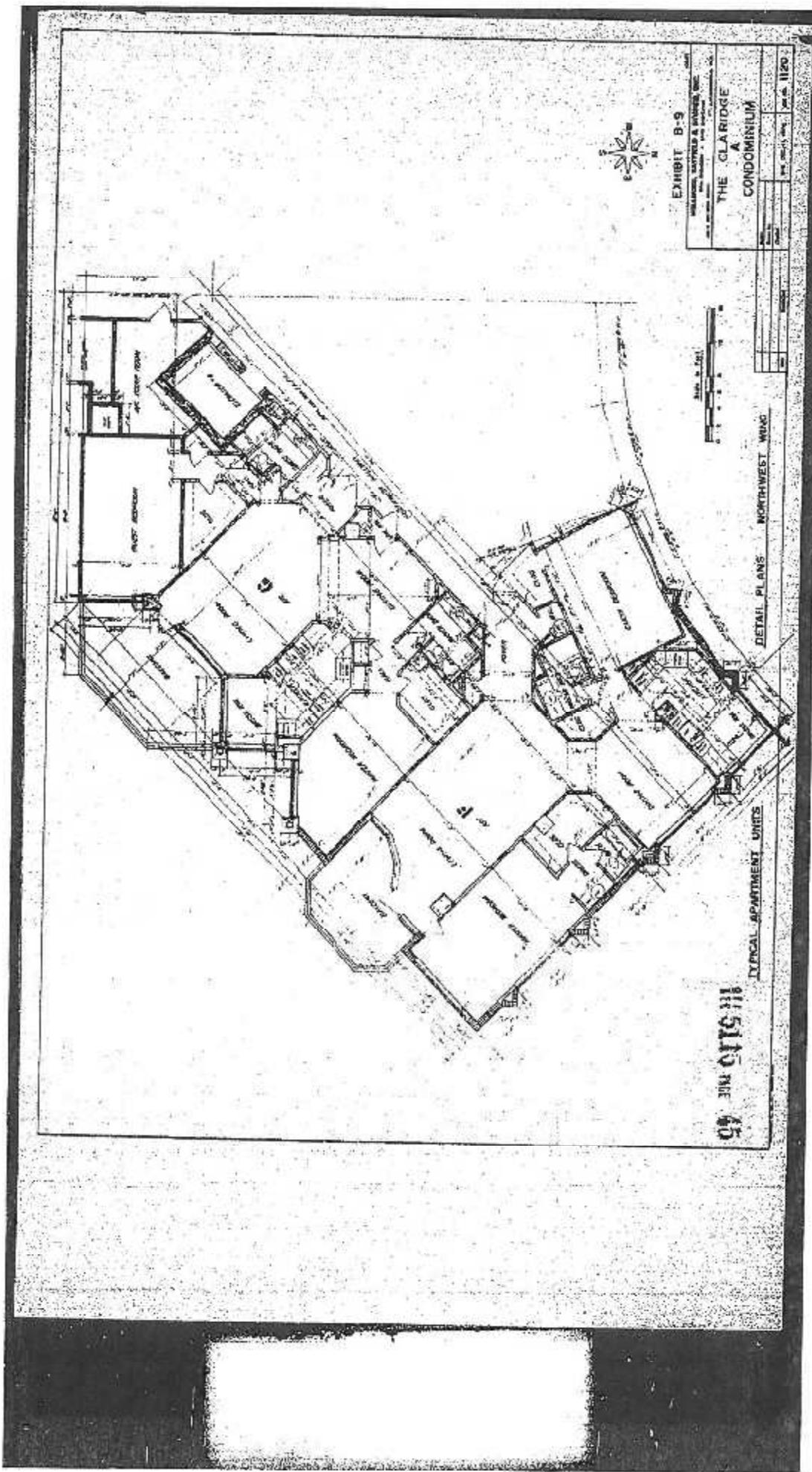
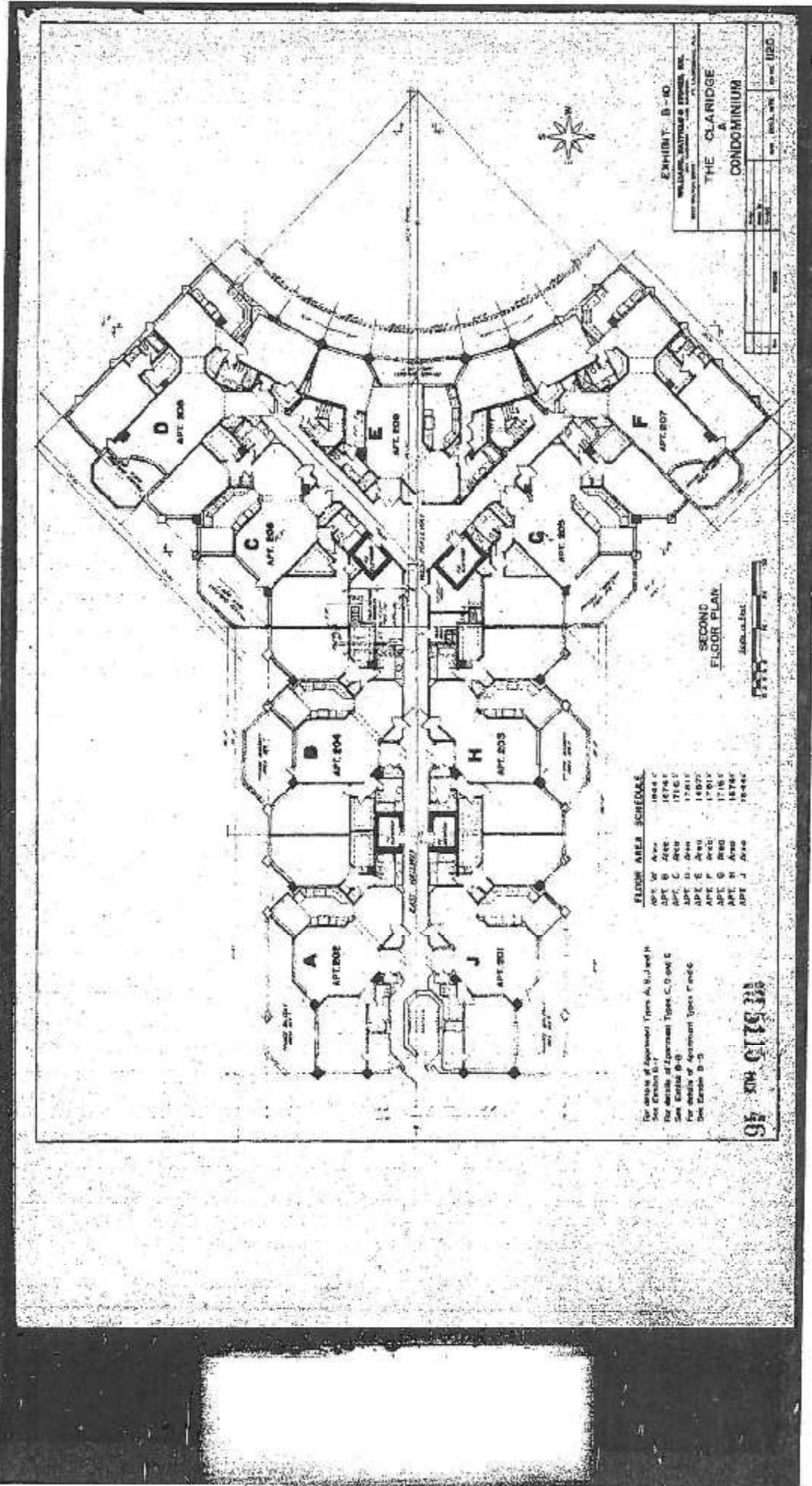


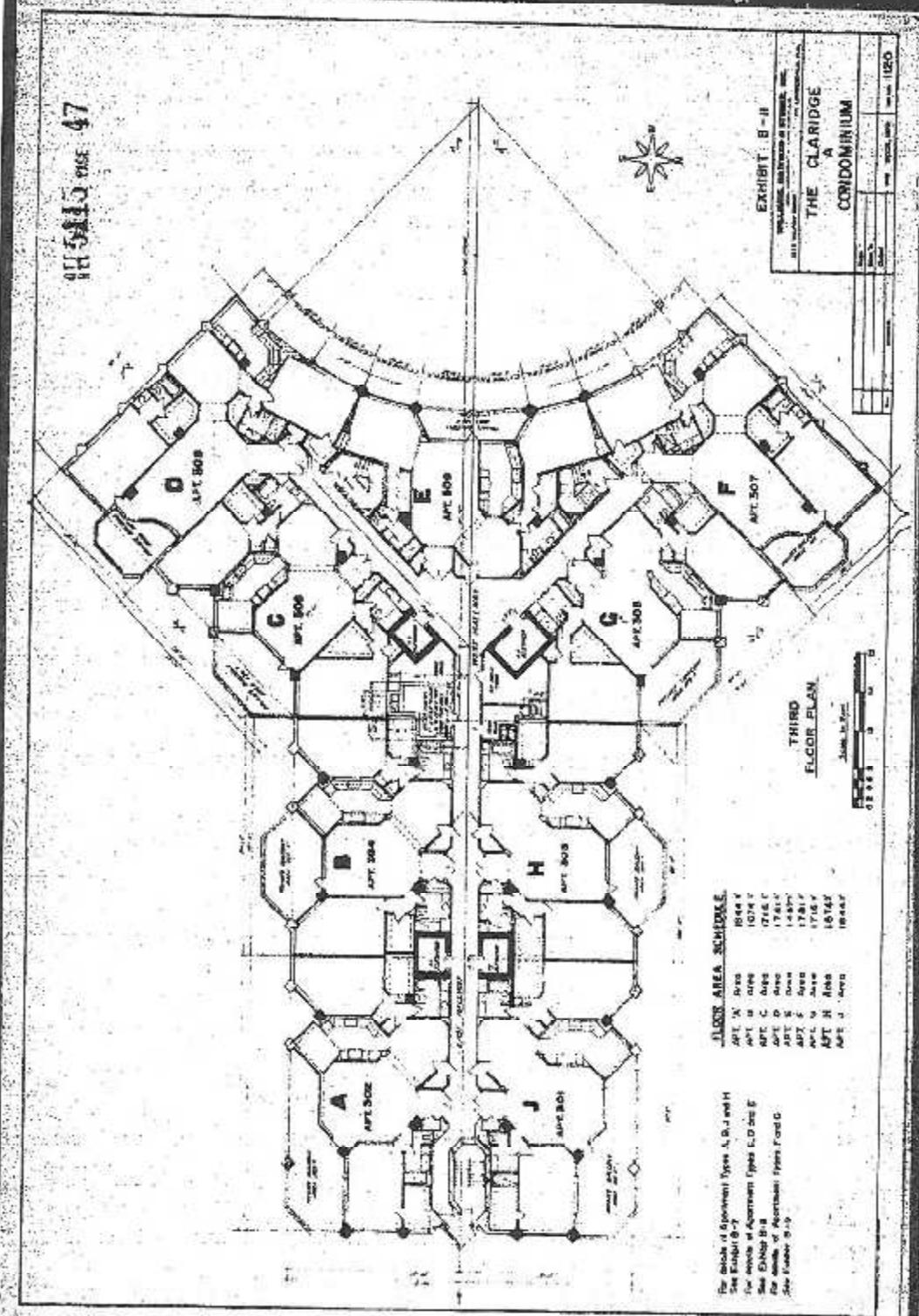
FIGURE 2. FLOOR PLANS FOR THE PLANT.

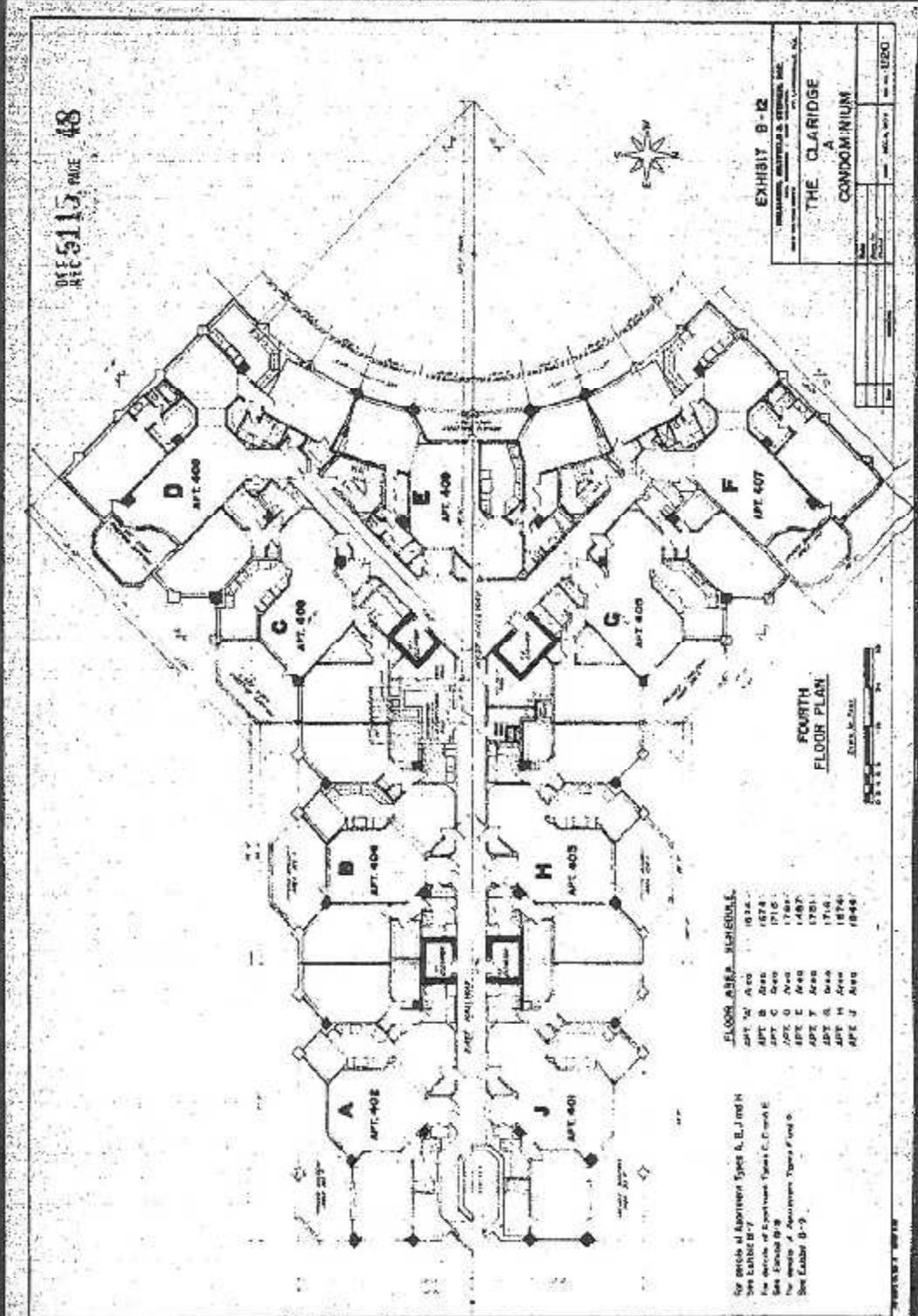




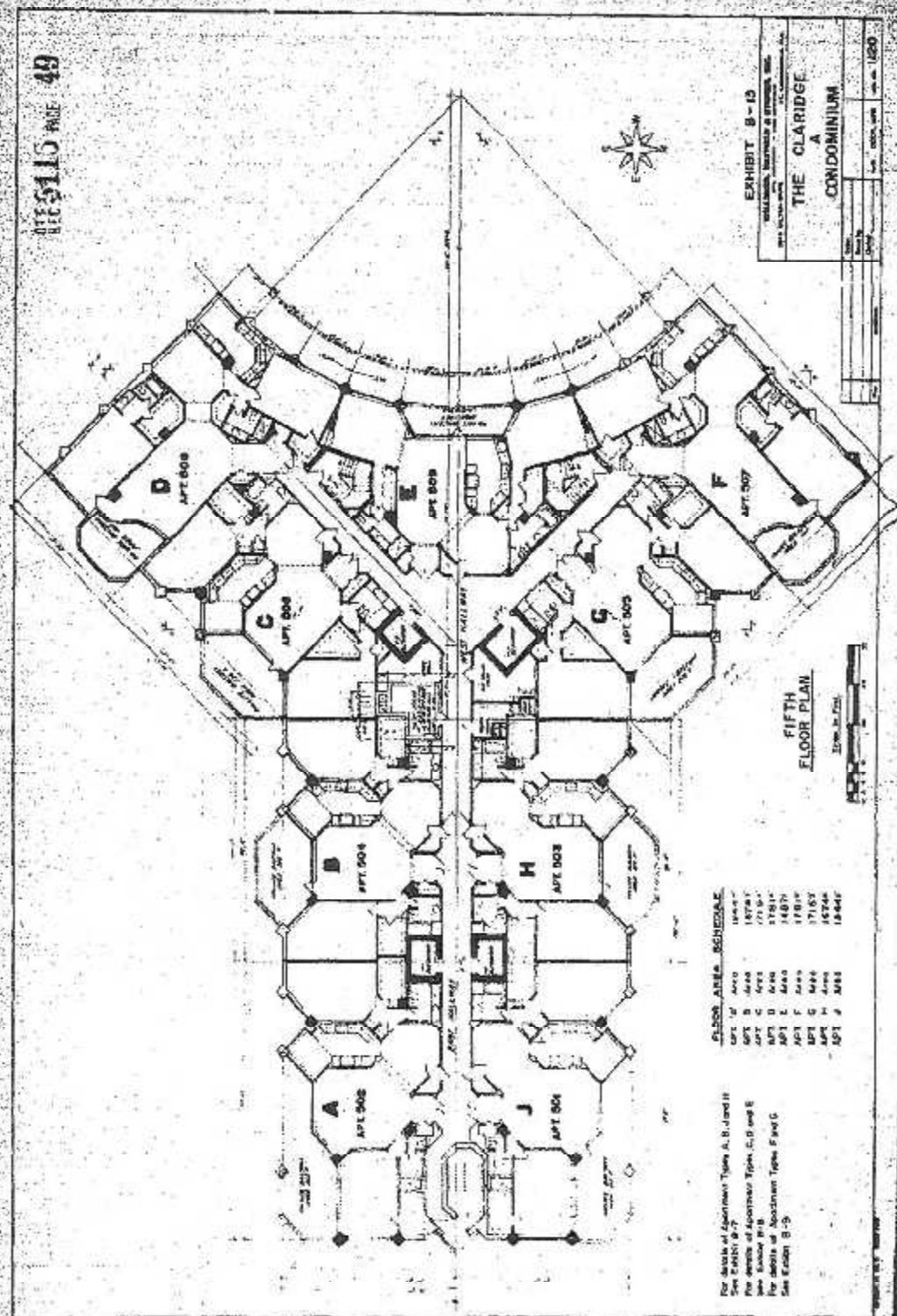




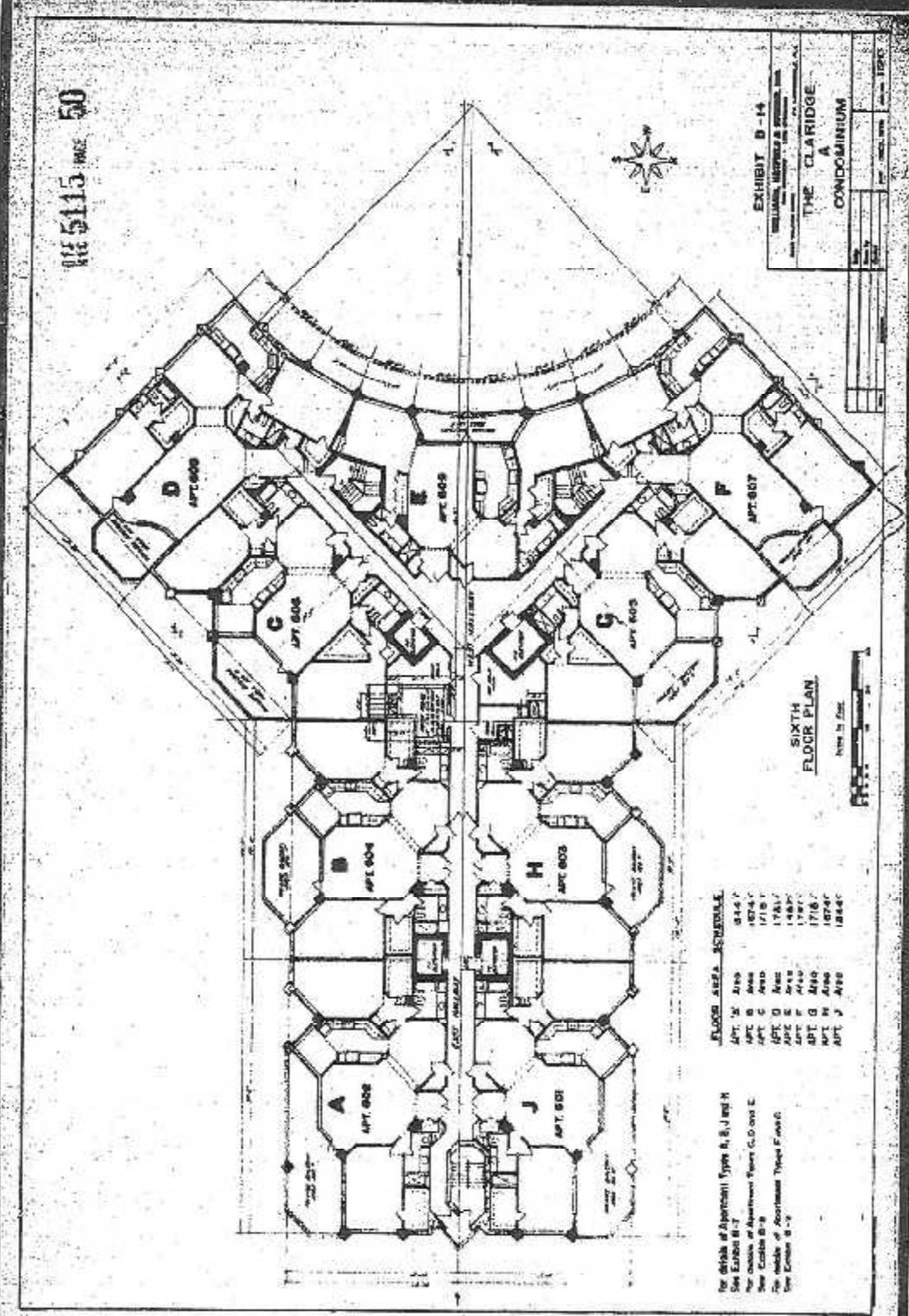


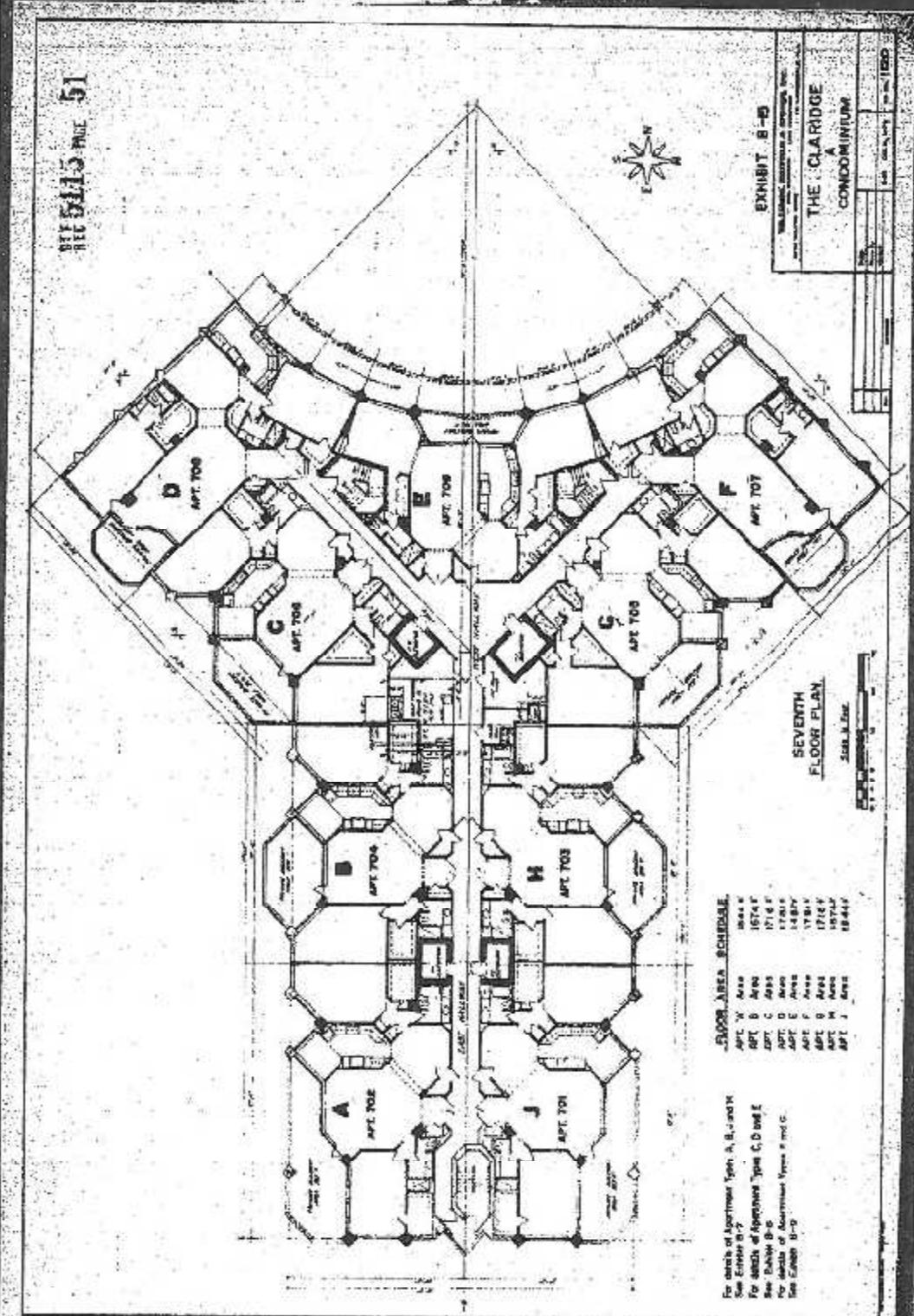


111 510 49

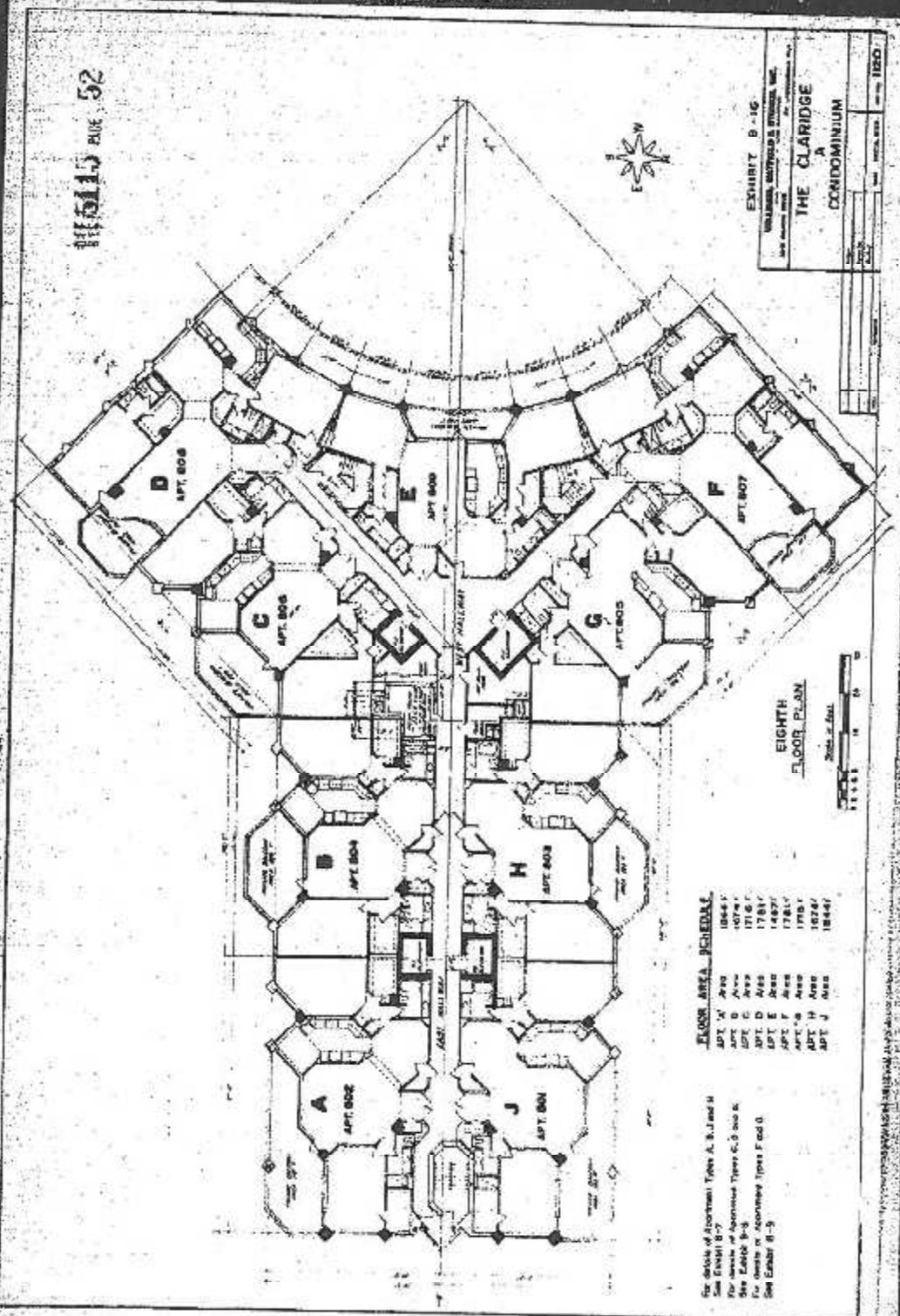


50

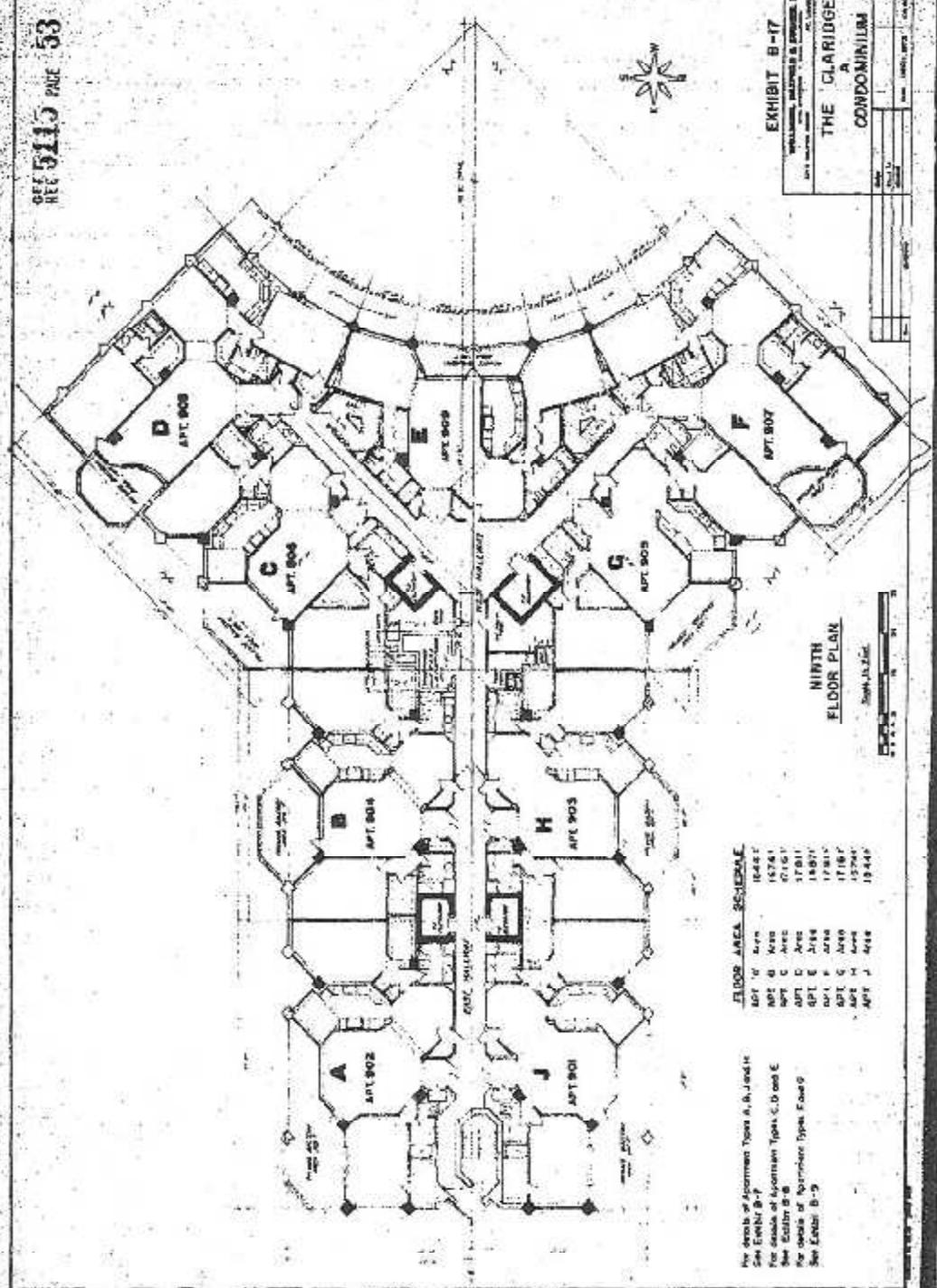




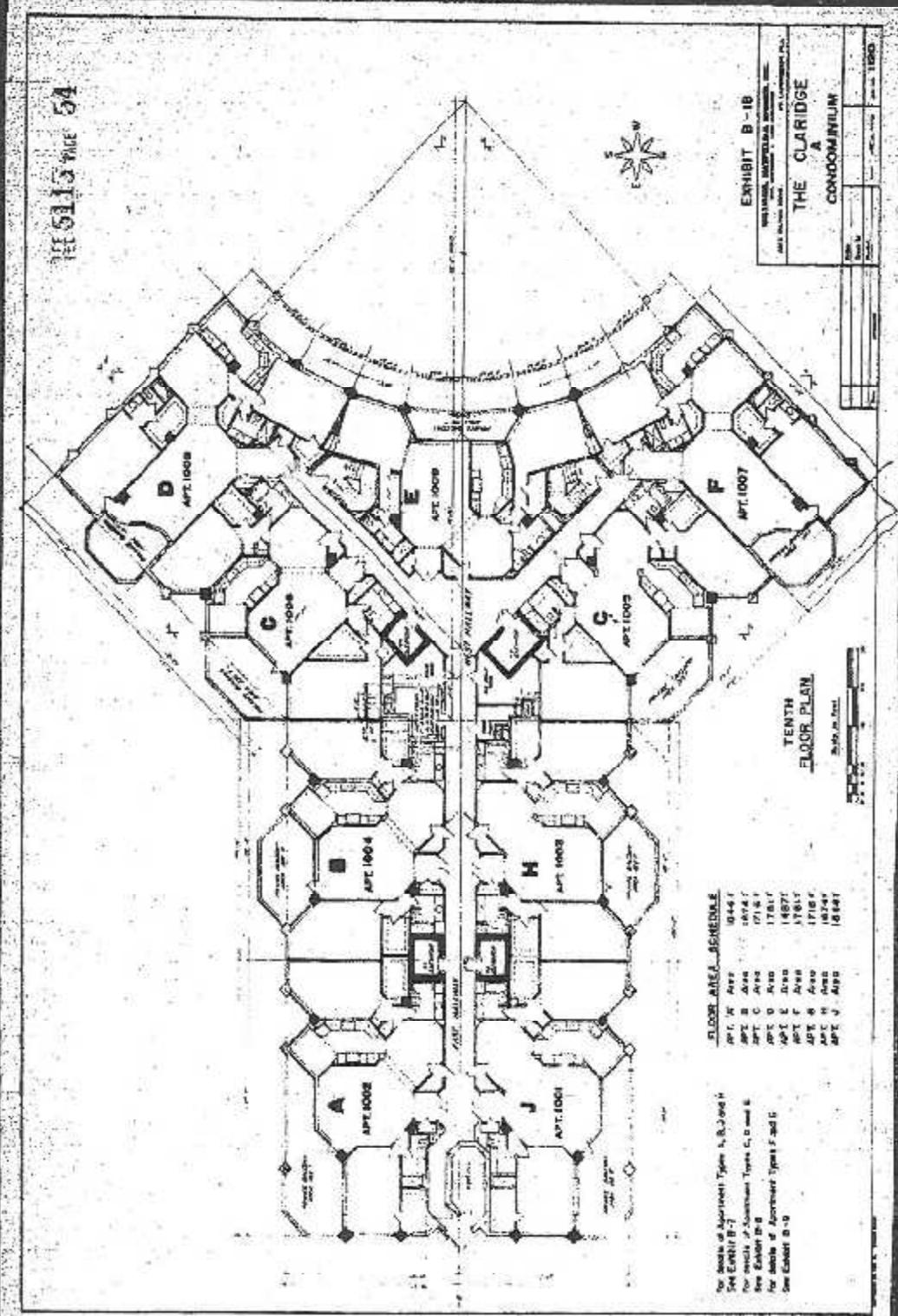
卷之三

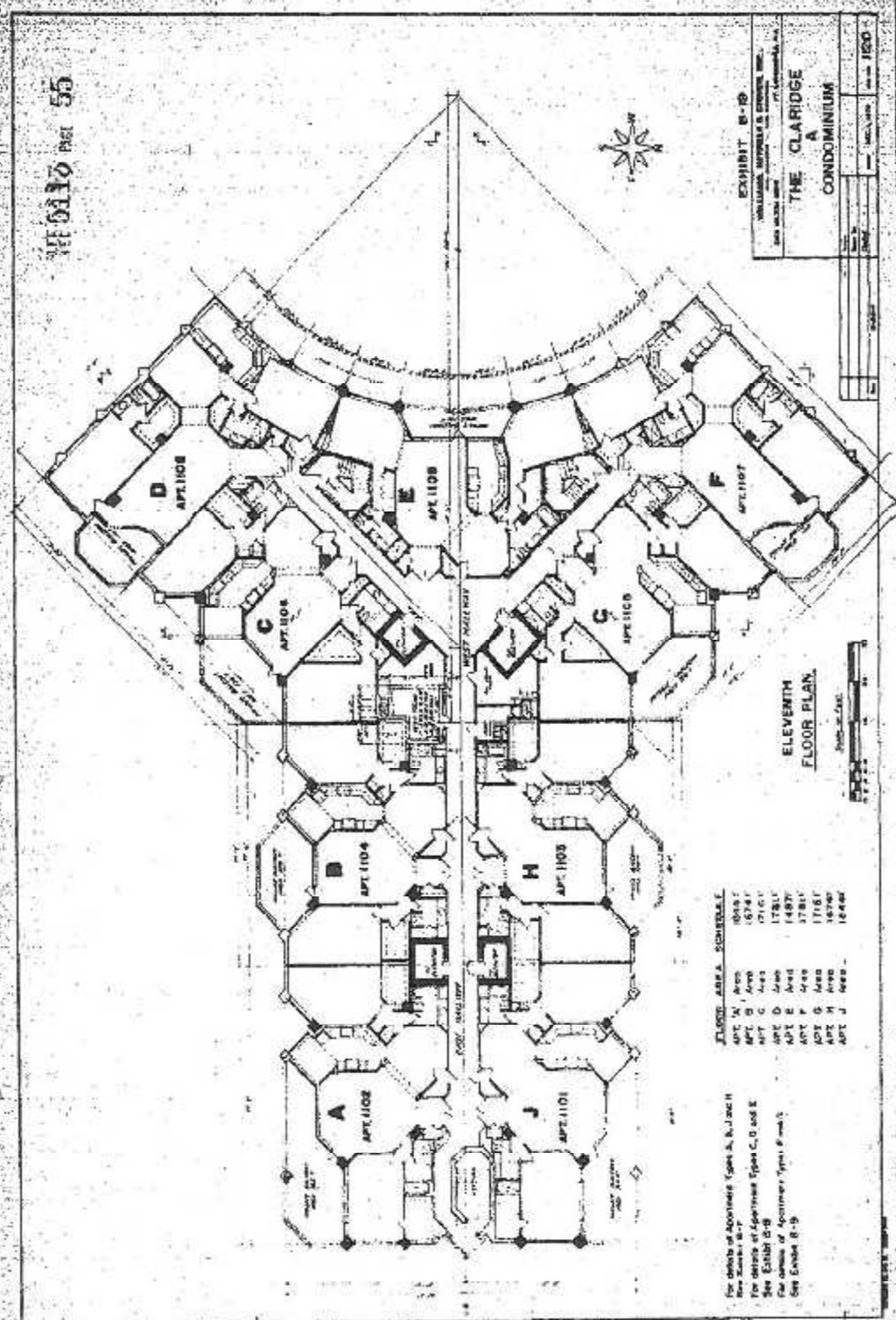


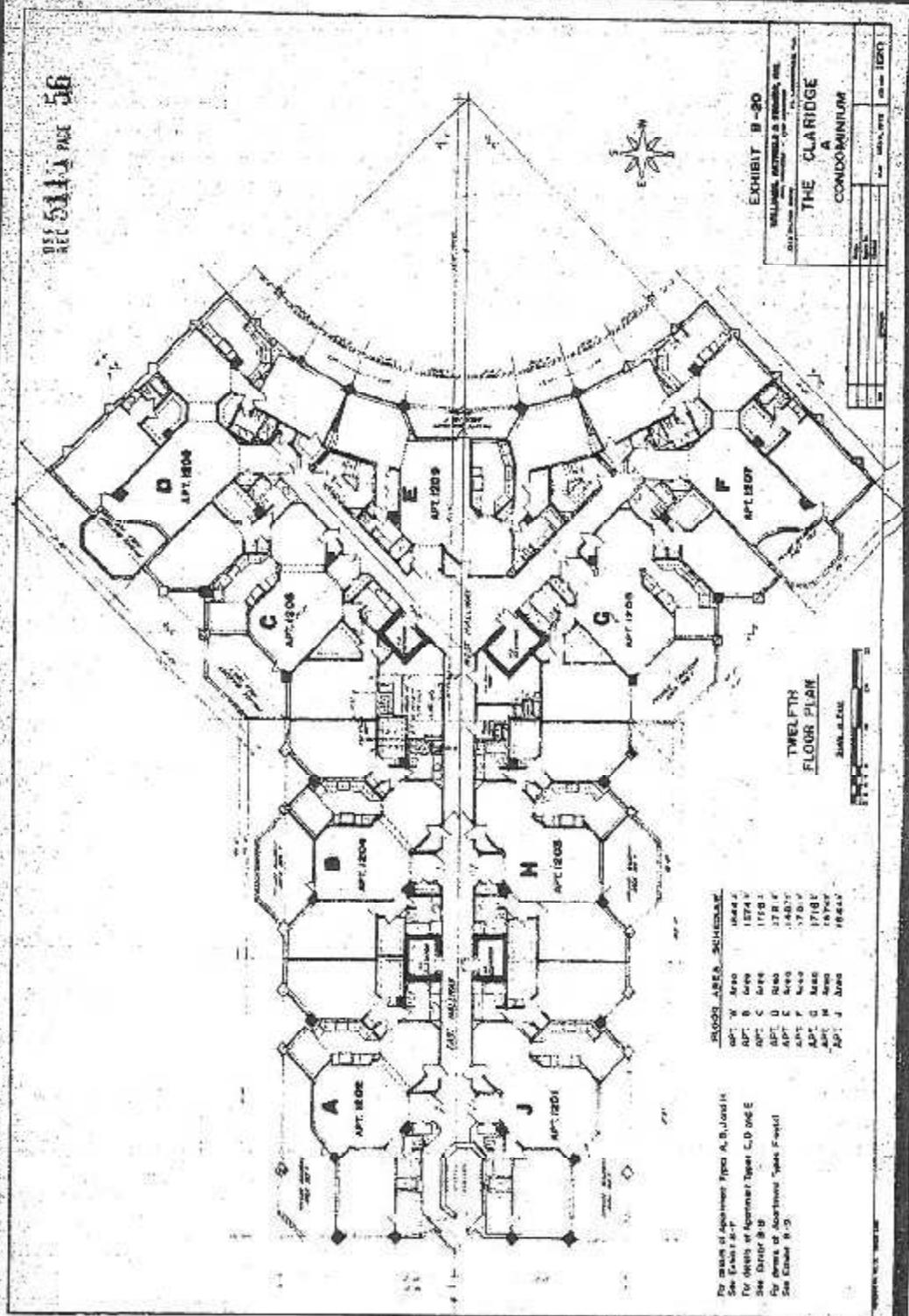
REF 5115 pg 53



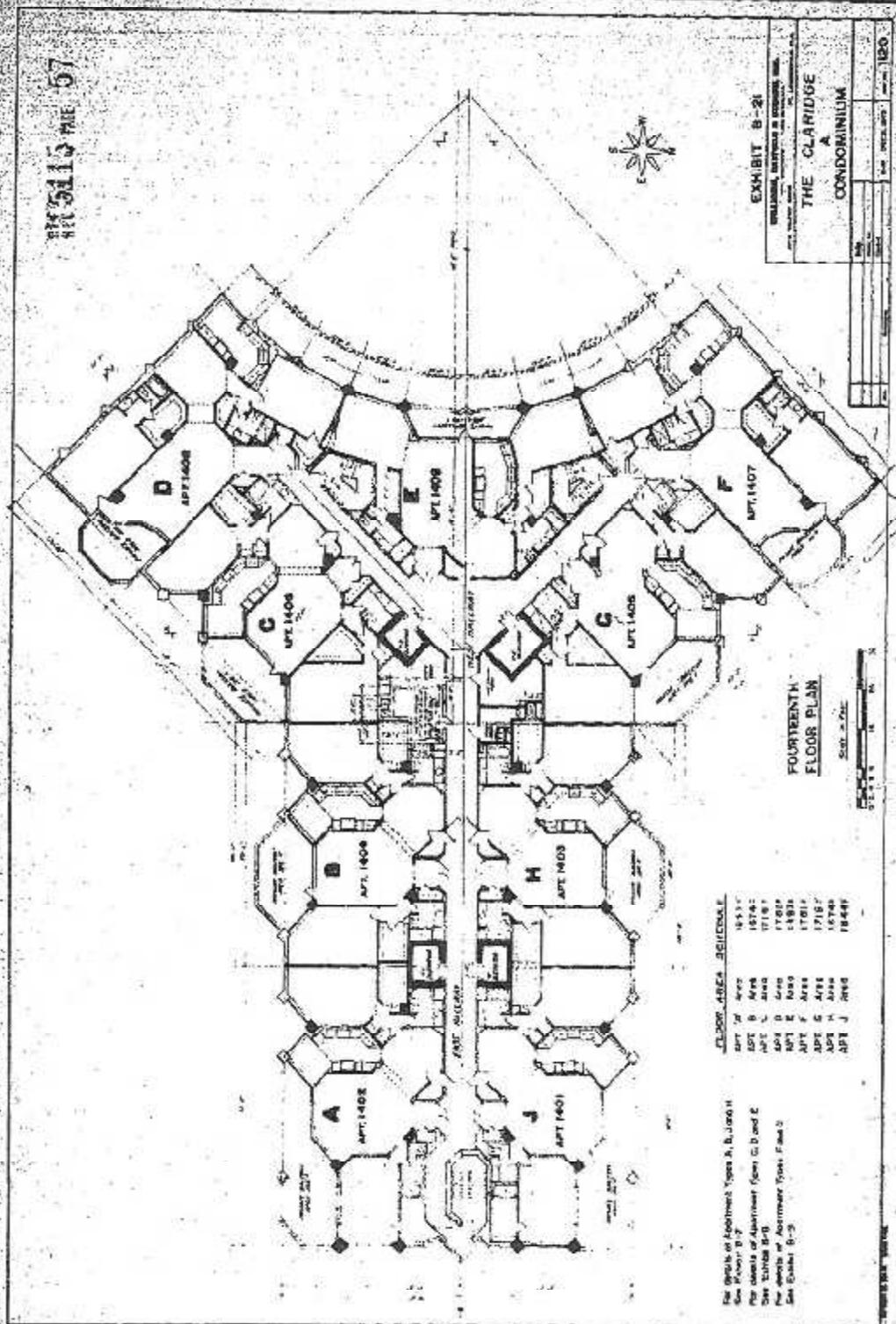
11-3115-Sub 54

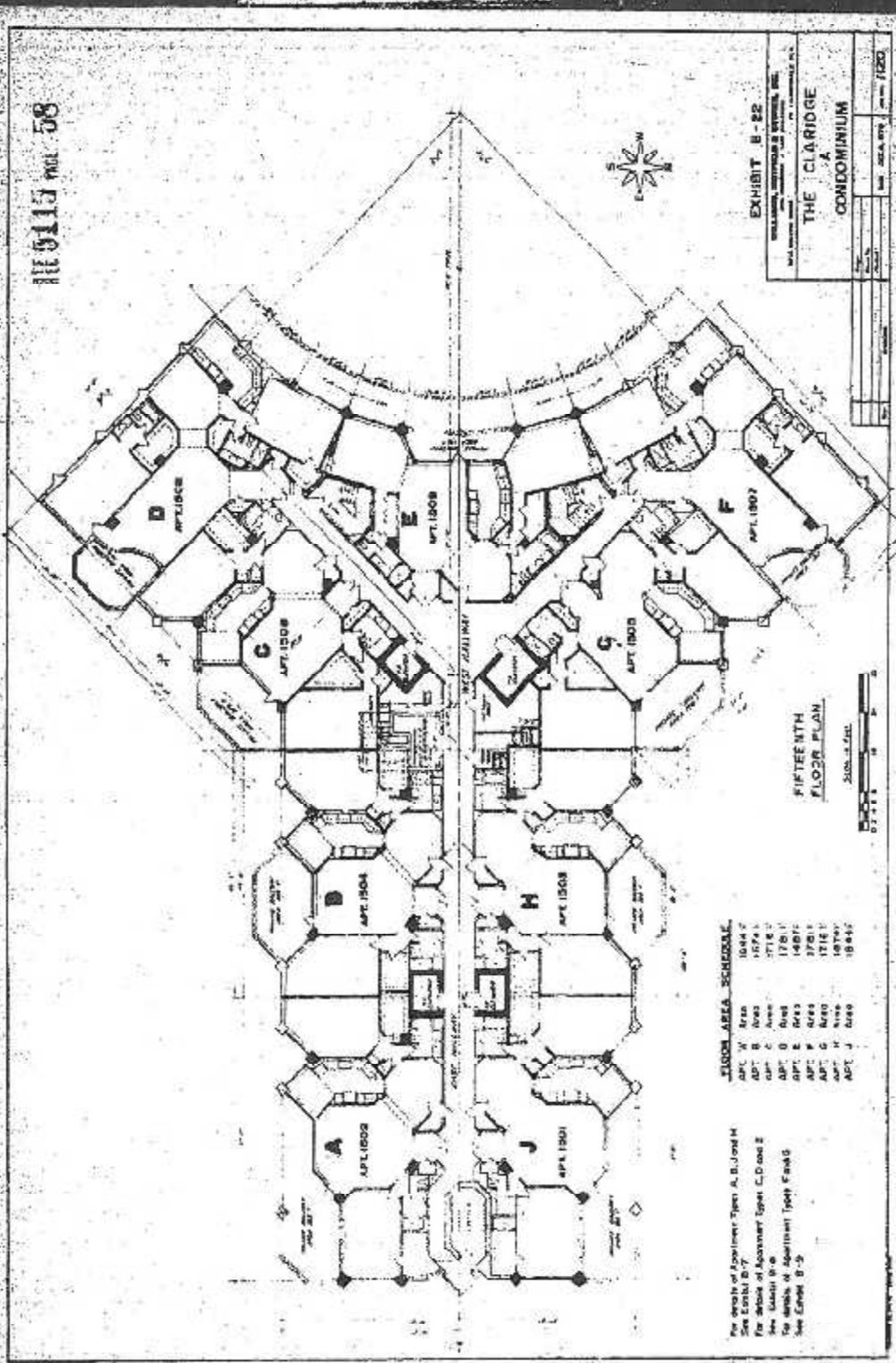




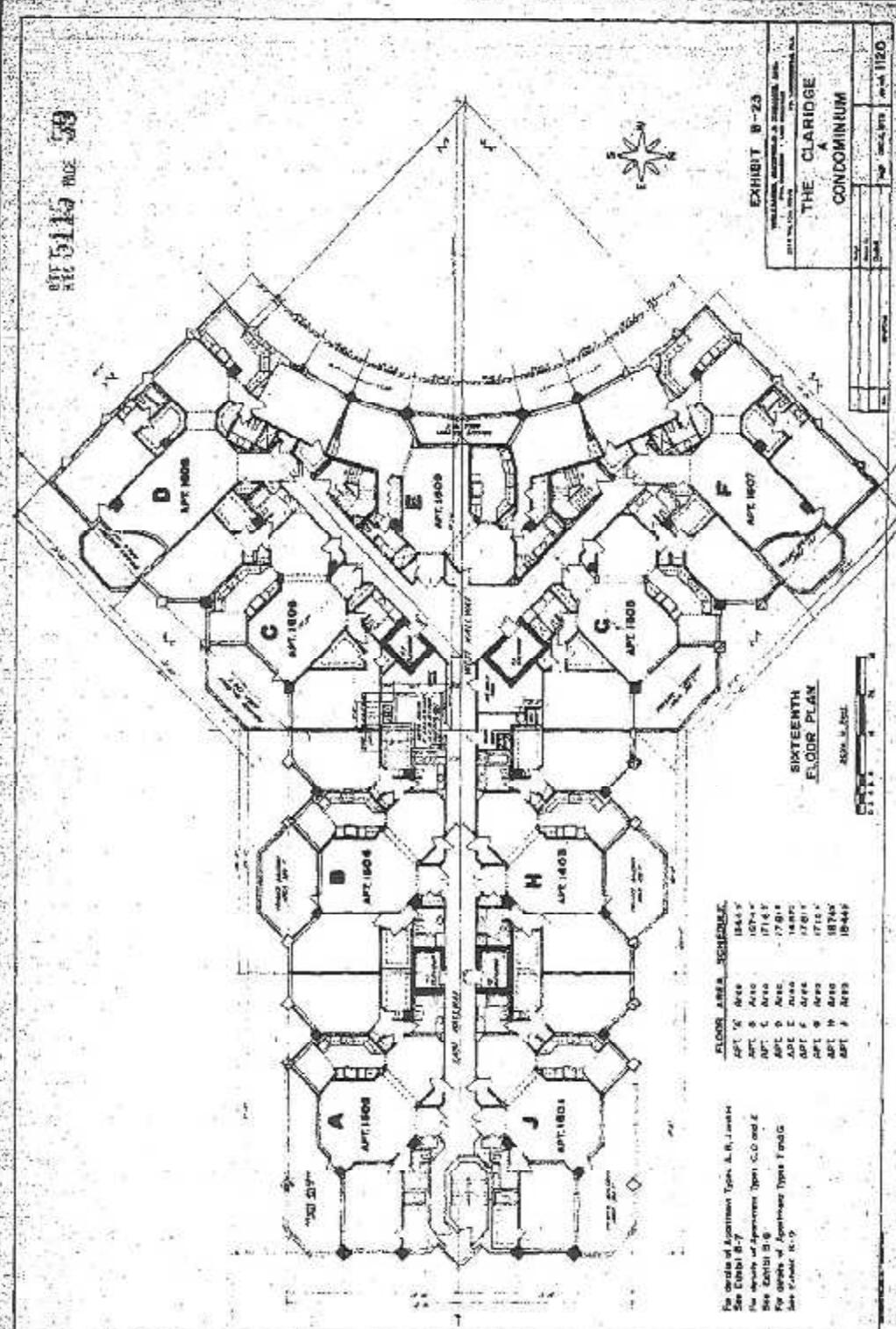


57

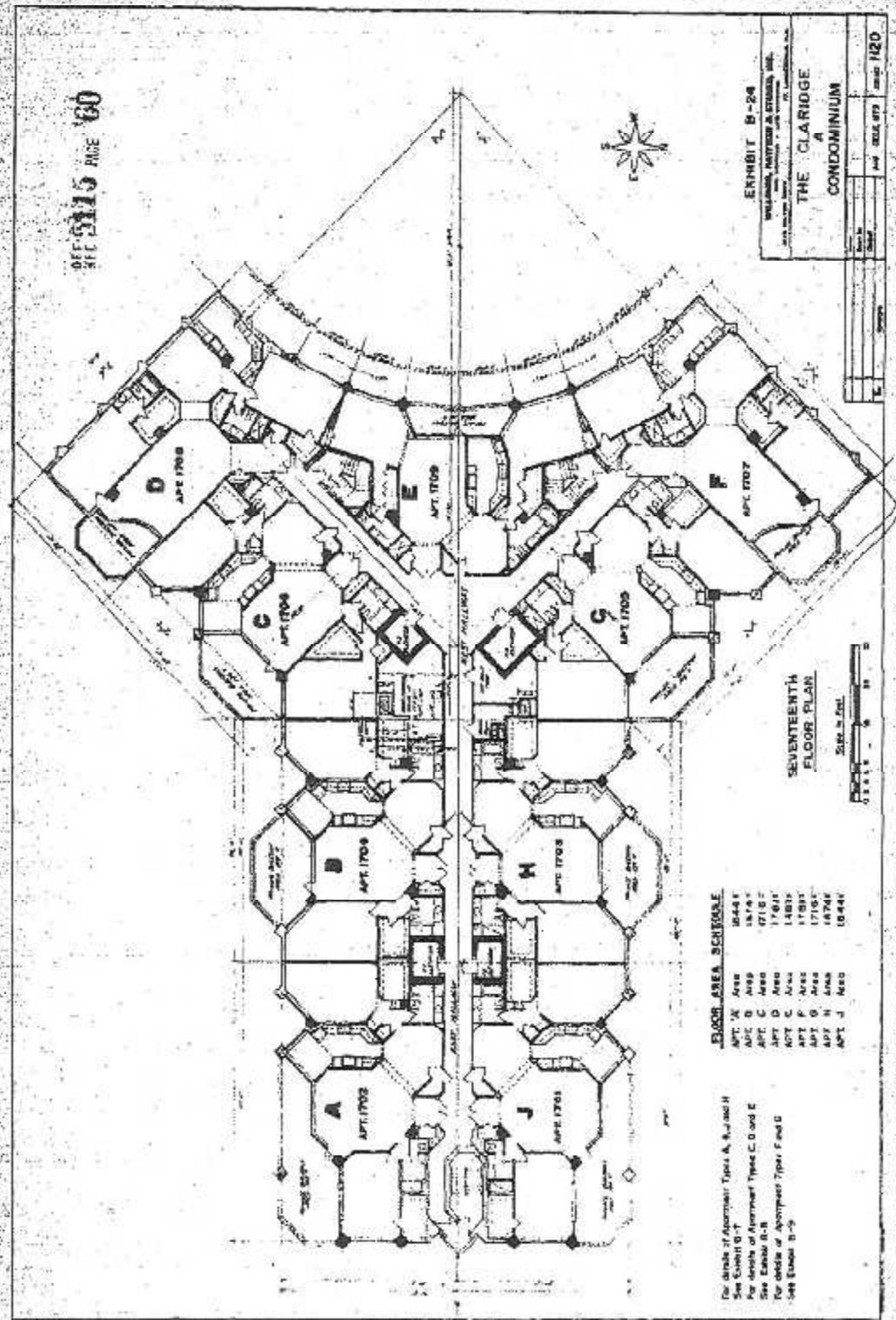




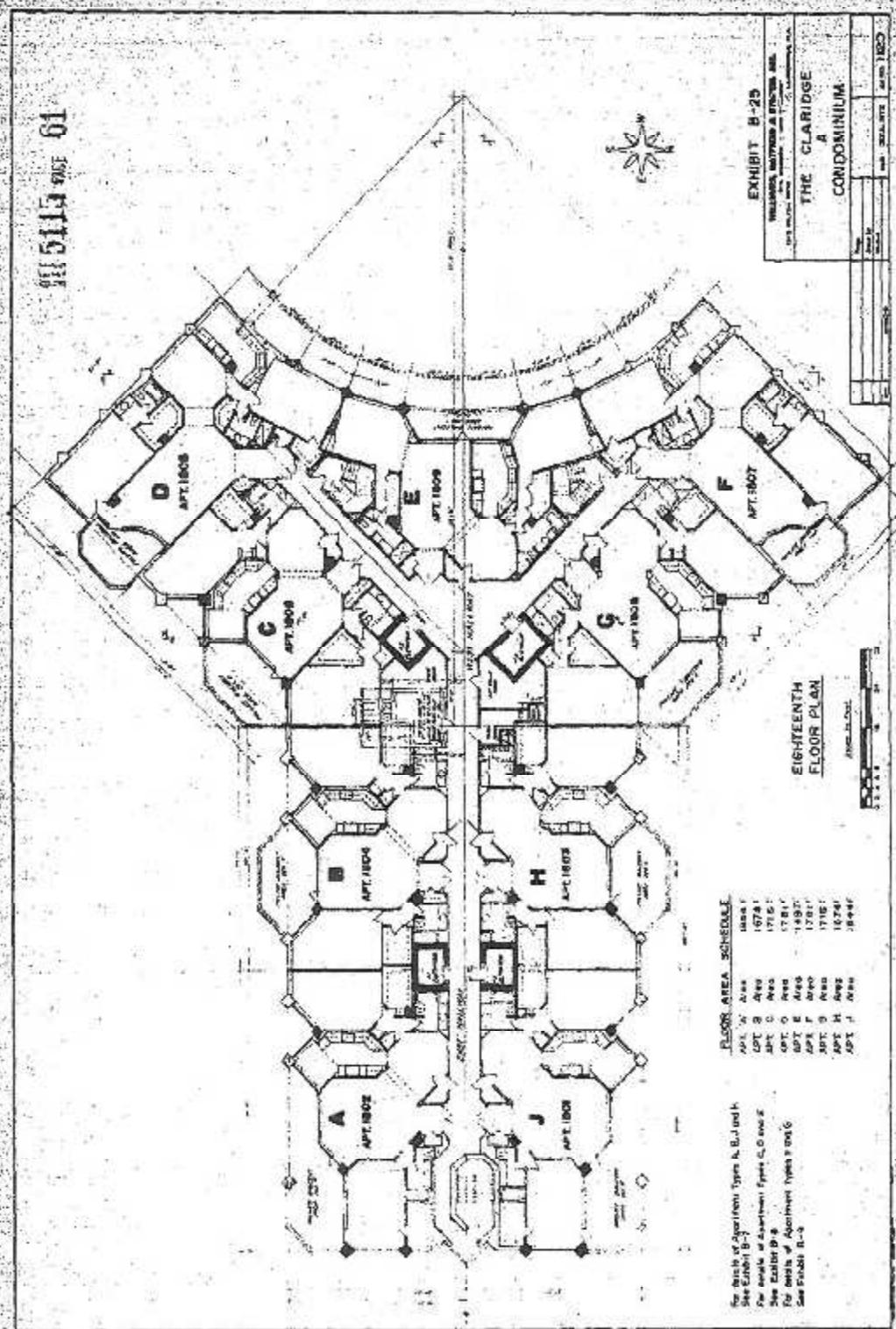
卷之三

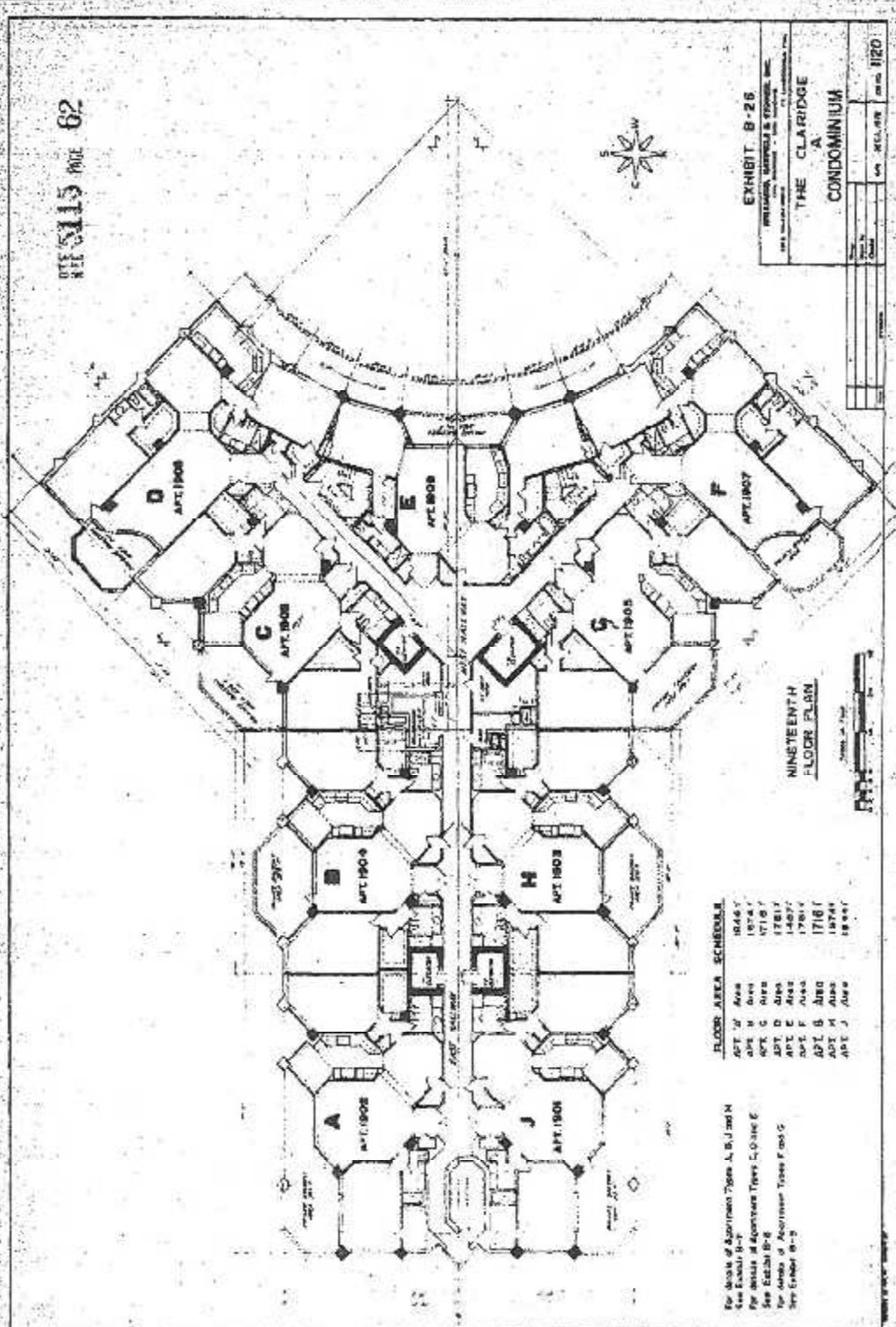


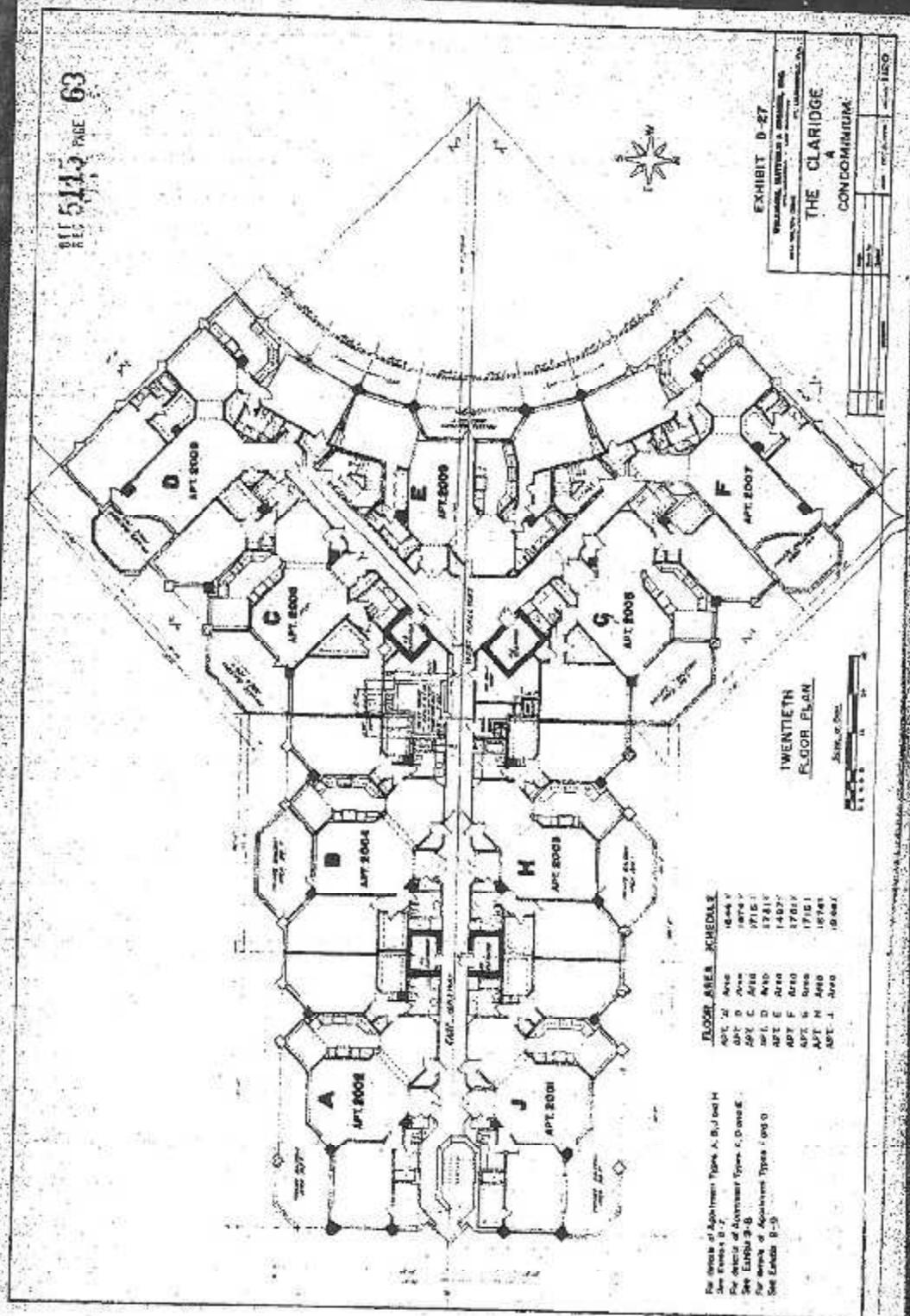
REF 315 PAGE 60

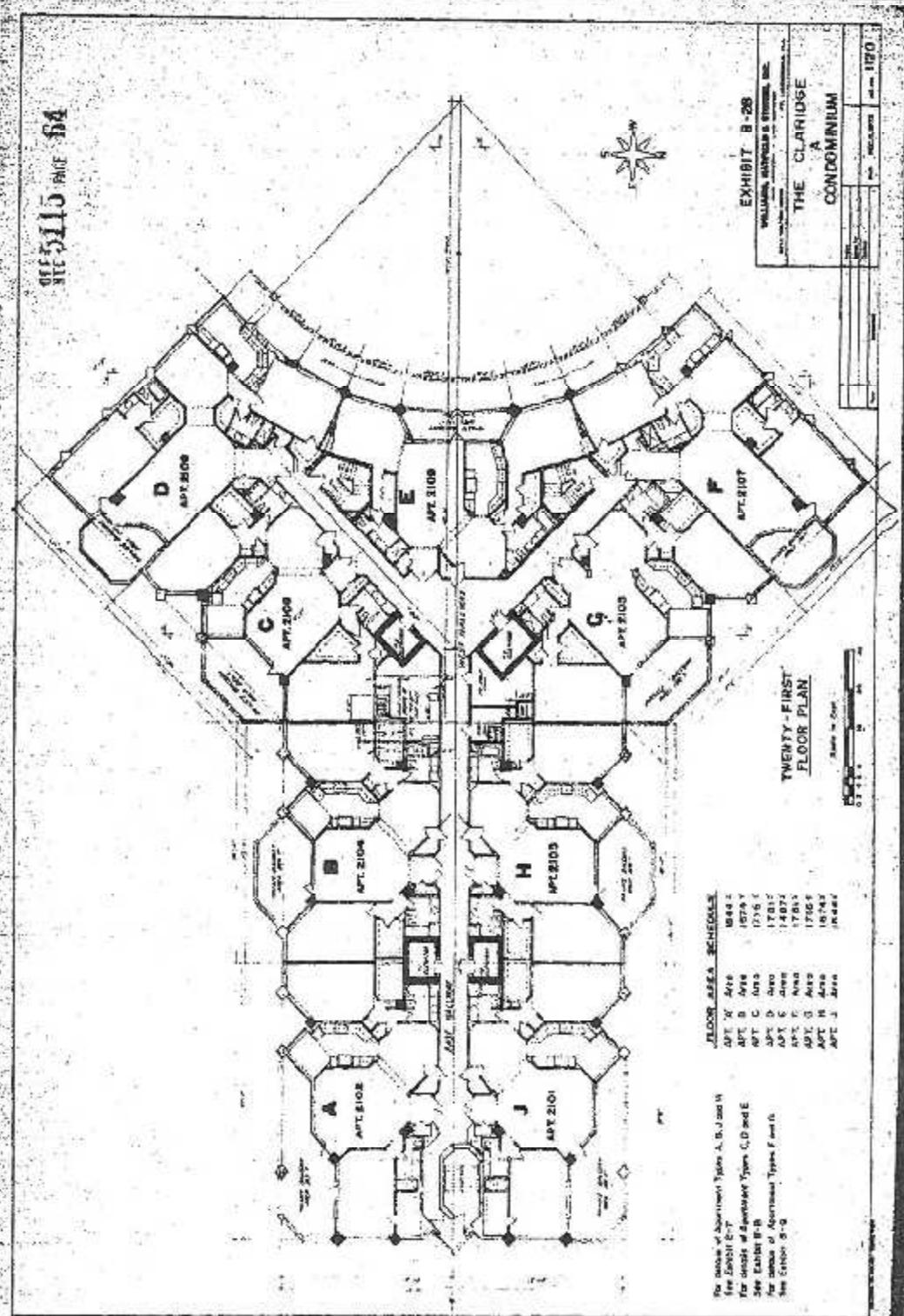


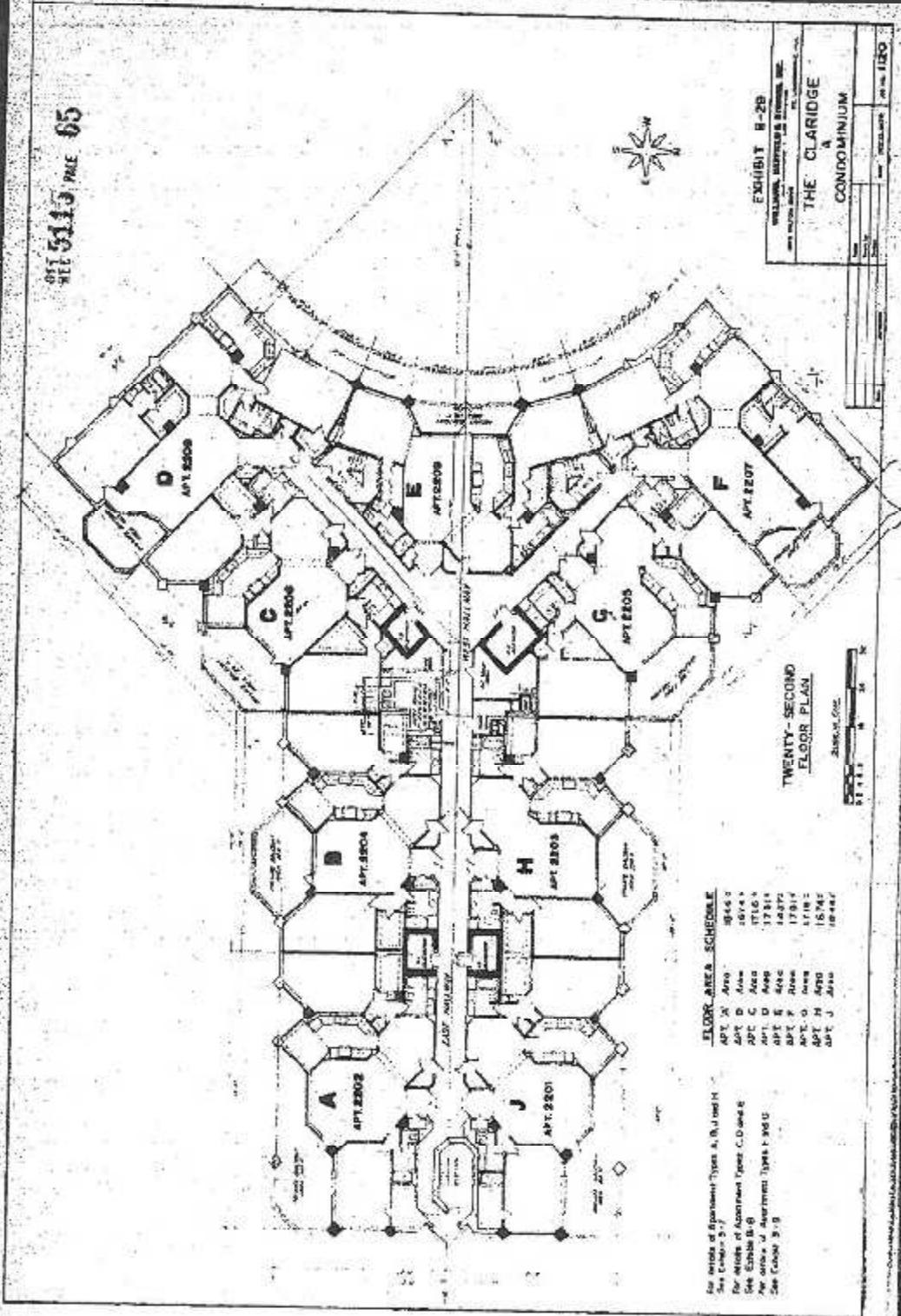
64 1515 515

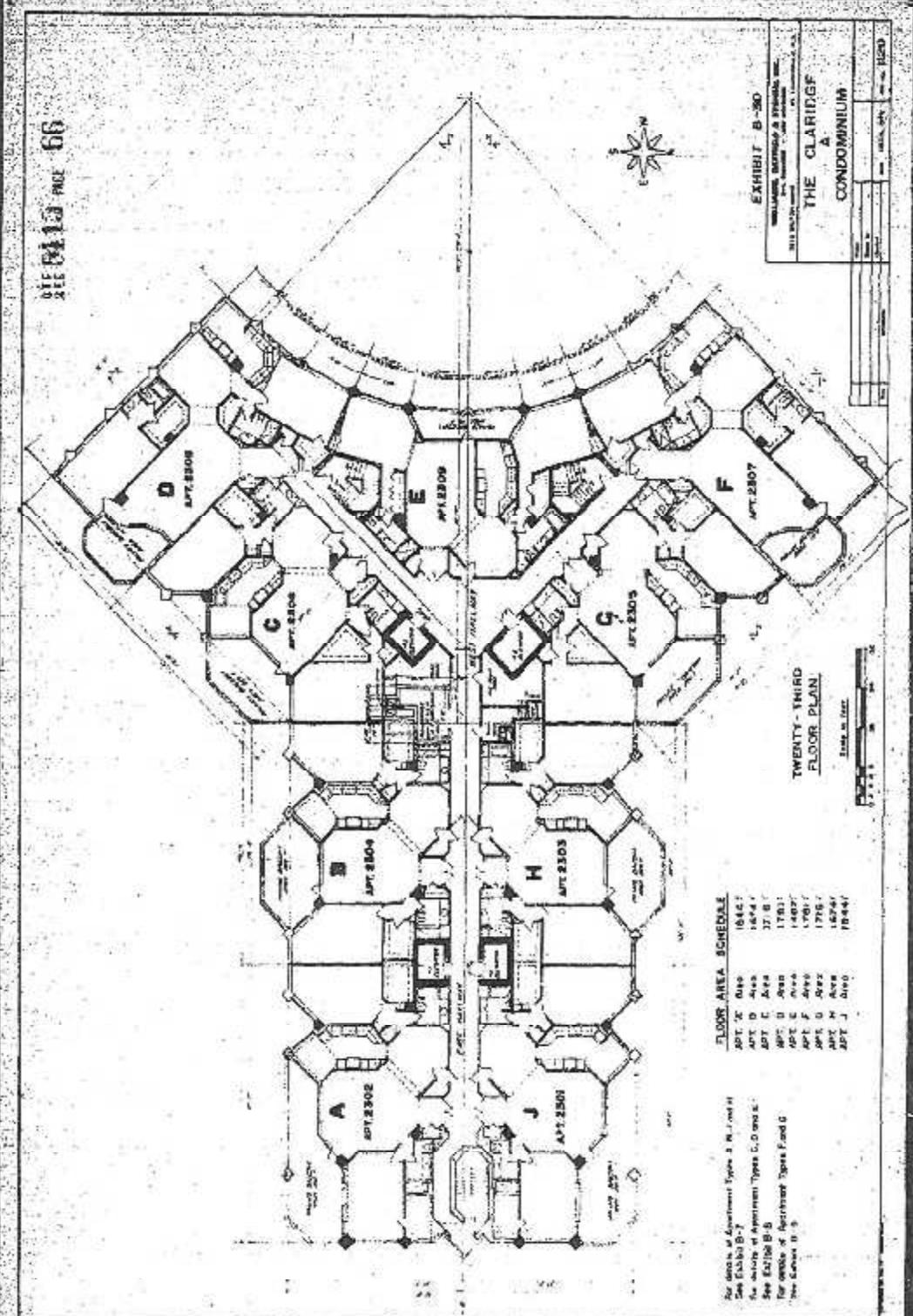


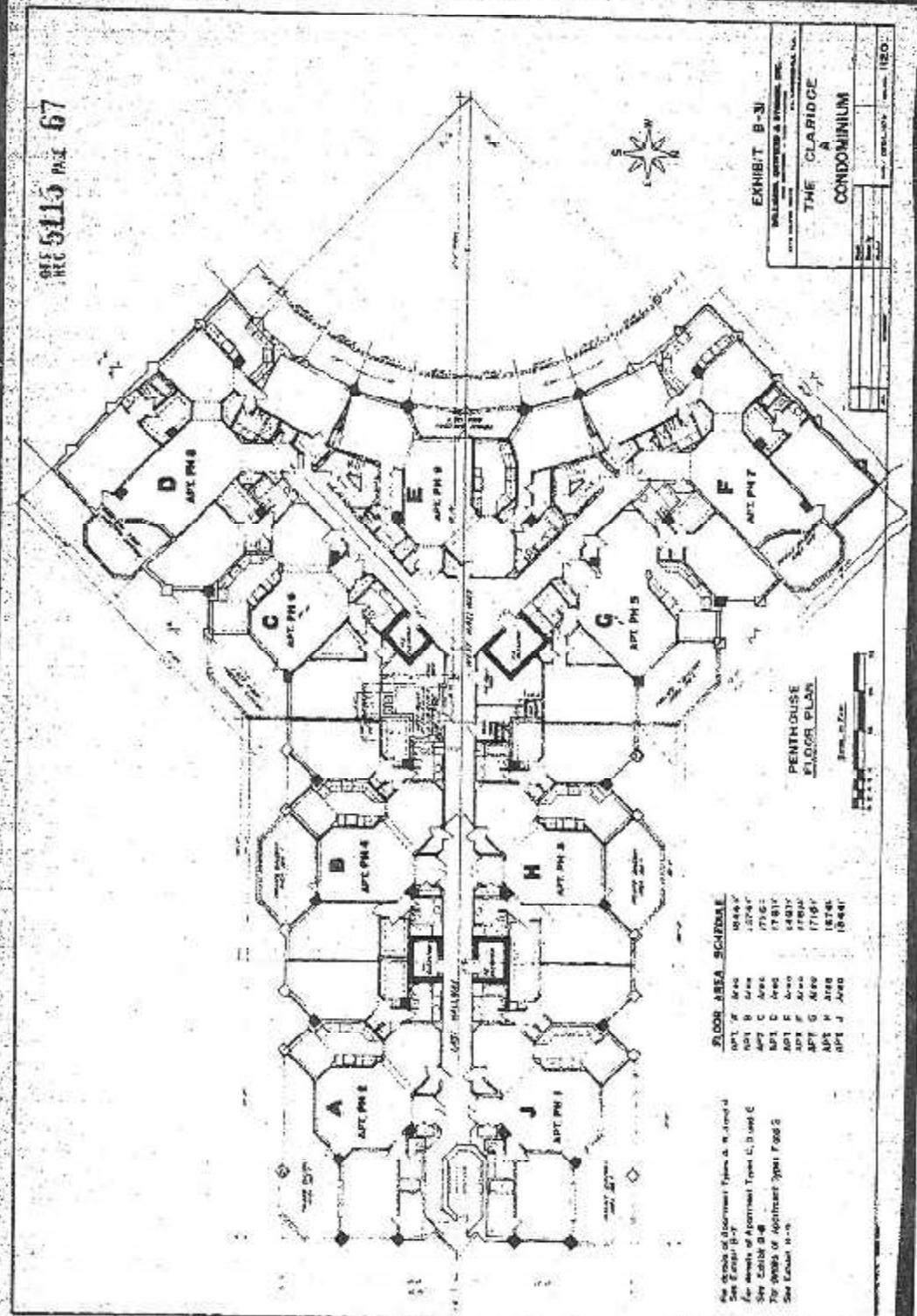












JOSEPH PHILLIPS, JR.  ARCHITECT

26 CORAL CENTER • 3045 NORTH DIXIE HIGHWAY • FORT LAUDERDALE, FLORIDA 33365 • (305) 599-2346

CERTIFICATE

THIS CERTIFICATE, MADE THIS 29TH DAY OF DECEMBER, 1972, BY THE UNDERSIGNED ARCHITECT, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 711.08 (1) (E) OF THE 1963 FLORIDA STATUTES; AND IS A CERTIFICATION THAT THE PLANS, ALL OF WHICH ARE EXHIBITS B-1 THROUGH B-31, ANNEKED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE WORDING OF SAID DECLARATION, ARE A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREIN AND THAT THERE CAN BE CORRECTLY DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS, AND SIZES OF THE COMMON ELEMENTS AND OF EACH UNIT OF THE CLARIDGE, A CONDOMINIUM.

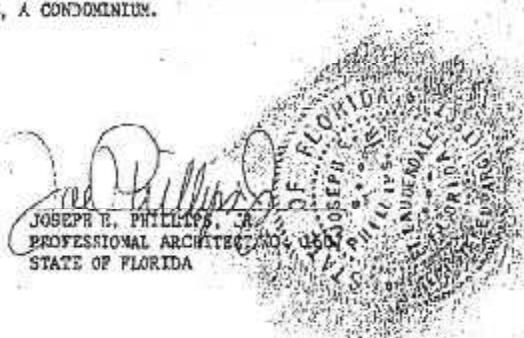


EXHIBIT B-32

Off 5115 pag 68

PREPARED BY & RETURN TO:  
ALTON A. LINN, JR., Esquire  
1500 E. Atlantic Boulevard  
Pompano Beach, Florida 33060

INSTR # 102923109  
OR BK 35166 Pages 720 - 721  
RECORDED 05/14/03 18:01:44  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3030  
#1. 2 Pages

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That I, ARTHUR M. POMPONIO, surviving TRUSTEE, the owner and holder of a certain mortgage deed executed by THE CLARIDGE OF POMPANO CONDOMINIUM, INC., a Florida not-for-profit corporation, as Mortgagor, to DAVID D. GILMAN, GAIL E. GILMAN, ARTHUR M. POMPONIO, AS TRUSTEE AND DANIEL D. PESCHIO, JR. AS TRUSTEE, as Mortgagees, and bearing the date March 7, 1979, and recorded in Official Records Book 8085, at Page 414, in the office of the Clerk of the Circuit Court of Broward County, State of Florida, and certain promises and obligation set forth in said mortgage deed, upon the property situate in said State and County, described as follows, to-wit:

SEE ATTACHED

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as canceled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal, this 23 day of April, 2003.

Signed, sealed and delivered  
in the presence of:

Caral Brissette

Witness Signature

Cara M Brissette

Witness Printed Name

John S. Linn

Witness Signature

John S. Linn

Witness Printed Name

STATE OF VIRGINIA )  
COUNTY OF FAIRFAX )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared ARTHUR M. POMPONIO, Surviving Trustee, who is personally known to me or who has produced \_\_\_\_\_ as identification and he acknowledged before me that he executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 23 day of April, 2003.

Barbara P. Ball  
NOTARY PUBLIC

Barbara P. Ball

NOTARY PUBLIC

COMMISSION NO.

COMMISSION EXPIRES: 4-30-2006

A parcel of land in Section 5, Township 49 South, Range 43 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 6, Township 49 South, Range 43 East; THENCE on an assumed bearing of N. 01 degrees, 09'29" West, along the East line of said Section 5, a distance of 450.48 feet; THENCE North 88 degrees 57' 31" East, along a line 450 feet north of and parallel with the East/West quarter section line through said Sections 5 and 6, a distance of 290.07 feet to the POINT OF BEGINNING of this description; THENCE continue North 88 degrees 57' 31" east, a distance of 71.11 feet to the Mean High Water Base line of the Atlantic Ocean as Recorded in Miscellaneous Plat Book 2, Page 49, Broward County Records; THENCE North 08 degrees 12' 13" East, along the said line a distance of 150.71 feet; THENCE North 08 degrees 12' 57" East, along the said line a distance of 185.28 feet; THENCE South 88 degrees 57' 31" West, along a line 760' North of and parallel with the said East/West line a distance of 180.48 feet; THENCE South 04 degrees 52'32" West, a distance of 120.64 feet; THENCE North 88 degrees 57' 31" East, a distance of 90.38 feet; THENCE South 06 degrees 56' 04" West, a distance of 212.48 feet to the POINT OF BEGINNING

Said land situate Broward County, Florida, containing 0.85 acres, more or less.

THIS IS NOT AN  
OFFICIAL COPY

# **The Claridge of Pompano Condominium, Inc.**

---

**1340 SOUTH OCEAN BOULEVARD \* POMPANO BEACH, FL 33062**

**RULES WE LIVE BY**

**AND**

**GENERAL INFORMATION**

Approved & Revised – 05/01/2020

**THE RULES WE LIVE BY**

## **INTRODUCTION**

These rules are established for the common welfare, safety and protection of all Claridge residents. Compliance with these rules is the responsibility of each owner or lessee, and will make life more pleasant for all of us.

Your Board of Directors has instructed the Property Manager, with the assistance of security staff to enforce THE RULES WE LIVE BY. If you have any questions about the rules please bring them to the attention of the property manager.

Violations of THE RULES WE LIVE BY will be called to the attention of the owner or lessee. If violations are repeated or ignored, owners may be subject to fines or loss of association privileges.

Your Board of Directors and Property Manager have responsibility for your safety and right to peaceful enjoyment of your property. We cannot discharge this responsibility without your cooperation.

These rules are based on the Claridge Governing Documents as approved by association members or requirements of law.

## **YOUR COOPERATION IS APPRECIATED**

Thank you,

***THE CLARIDGE BOARD OF DIRECTORS***

# *The Claridge of Pompano Condominium, Inc.*

## RULES WE LIVE BY REVISION RECORD

Document ID or Instrument #	Reason For Change	Remove Page (s)	Insert Pages (s)	Date Recorded
Broward County #115711146	Owner Vote	9-12	9-12	07/03/2019
Broward County #115711146	As a result of Owner Vote on By Laws	21-22	21-22	07/03/2019
N/A	Misc Clean-Up (Email Address Change)	3-4	3-4	05/01/2020
N/A	Misc Clean-Up (Claridge Website)	23	23	05/01/2020

Intentionally Left Blank

## TABLE OF CONTENTS

<b>SUBJECT</b>	<b>PAGE</b>
APARTMENT ACCESS & SURVEILLANCE	8
APARTMENT AND VEHICLE KEYS	7
ATTIRE	16
BILLIARD ROOM AND LIBRARY	18
BUILDING	11
CAR WASHING	13
CARD ROOMS	17
CORRIDORS, HALLWAYS AND ELEVATOR LOBBIES	13
ELEVATORS	12
FIRE	7
GARBAGE – TRASH	13
GENERAL MATTERS	5
GUESTS-WITH APARTMENT OWNER PRESENT	9
GUESTS- WITH APARTMENT OWNER ABSENT	10
HURRICANE OR SEVERE WEATHER	21
INTRODUCTION	2
MINORS	16
MOVING INSTRUCTIONS	22
NUISANCES	11
PARCELS, PACKAGES AND LARGE BULK MAIL	7
PARKING	14
PETS	15
POOL, SUN DECK AND BEACH	16
PROPERTY MANAGER	6
SALE OR LEASE OF APARTMENT	20
SAUNA, SHOWERS AND FITNESS CENTER	18
SECURITY	6
SHUFFLEBOARD COURTS	19
SOCIAL ROOMS	19
TELEPHONE NUMBERS	4

## TELEPHONE NUMBERS

CLARIDGE SECURITY (frontdesk@theclaridgeofpompano.com)	954-943-7882
CLARIDGE BUSINESS OFFICE (office@theclaridgeofpompano.com)	954-943-1440
CLARIDGE MANAGER'S OFFICE (manager@theclaridgeofpompano.com)	954-943-4662
CLARIDGE FAX	954-943-9970

\*\*\*\*\*EMERGENCY ONLY\*\*\*\*\*

DIAL 911



BROWARD COUNTY SHERIFF (NON-EMERGENCY)	954-765-4321
FIRE/AMBULANCE (NON-EMERGENCY)	954-786-4510
FLORIDA POWER & LIGHT	954-941-8320
HOLY CROSS HOSPITAL	954-771-8000
IMPERIAL POINT HOSPITAL	954-776-8500

---

## GENERAL MATTERS

---

- 1) Condominium living requires that each owner regulate occupancy and use of the apartment so as not to unreasonably or unnecessarily disturb any other owner in the peaceful occupancy or use of his/her apartment. Please advise members of your family and guests who may be visiting of the Rules We Live By. **We must remember that these rules are for the mutual benefit of us all.**

Additional copies of the Rules We Live By are available for owners, lessees, guests and visitors in the business office.

- 2) Residents should notify security when planning on being away from the Claridge overnight and/or for an extended period of time.

When away for any length of time, owners/residents should make provisions for clearing their mailbox and removing delivered newspapers.

- 3) All Guests and Visitors **MUST** register with security.
- 4) Everyone, including Residents, **MUST** register their Auto Tag Numbers with security.
- 5) A Complete set of Apartment Keys **MUST** be left with the property manager to be used for emergency purposes.
- 6) All Residents **MUST** complete and update a Resident Update form. This information is kept on file in the office in the event of an emergency.
- 7) All Overnight Guests and Lessees **MUST** complete a Registration form. This information is kept on file in the office in the event of an emergency.
- 8) Statements/Coupon Books for your quarterly assessments will be mailed yearly. Please make every effort to make payments on time since the Claridge **MUST** meet their operating expenses monthly. All maintenance payments received after the 10<sup>th</sup> of the month they are due, will be assessed late charges of \$25.00 per month. (Declaration of Condominium VII.B.)
- 9) A **DEFIBRILLATOR** is available from security personnel for emergency use.

**10)** Smoking is not permitted on the Claridge property except in the owners' residence and in the designated smoking areas. Current designated smoking areas include the: 1) southwest corner of the pool platform, 2) northeast side entrance from the guest parking lot, 3) an area twenty (20') feet south of the front entrance of the building, 4) the picnic table at the southeast corner of the barbecue area, and 5) the garden area on the north side of the building. The Board of Directors, from time to time, may move the designated areas based on owner input and other reasonable considerations.

**11)** Your property manager has prepared an "Emergency Procedures Checklist" that is available to all residents for the asking.

---

## **PROPERTY MANAGER**

---

- 1)** The property manager is the executive agent for all activities approved by the governing documents of the Association and the Board of Directors, from time to time.
- 2)** The property manager is the only direct conduit to the maintenance or security staff. Complaints of inadequate service by the maintenance or security staff shall be reported exclusively to the property manager in writing. Residents shall refrain from criticizing or giving orders to the maintenance or security staff directly.
- 3)** Neither the property manager nor any of the maintenance, office, or security staff are permitted to service individual apartments during their regular work hours.

---

## **SECURITY**

---

- 1)** The security personnel are authorized to approach and require proper identification of all tradesman, service people, sales agents, guests and visitors.
- 2)** The security personnel should not leave their station except in the performance of their duties. Do not ask them for personal assistance which prevents them from monitoring the security system.
- 3)** Notify security personnel when you are leaving your apartment for more than one day.

- 4) Notify security at 954-943-7882 for assistance in the event of an emergency, illness, etc. or if you see any suspicious person, activity, disturbance, or nuisance of a willful nature.
- 5) Security personnel are instructed **NOT** to accept keys or envelopes containing cash or other valuables left for pickup or delivery.
- 6) Requests for faxes and/or copies will be taken by security staff weekdays from 8:00am through 3:00pm.

---

## PARCELS, PACKAGES AND LARGE BULK MAIL

---

- 1) Security will notify owners with a phone call that a parcel, package or large bulk mail item has been left at security. A colored button may be placed on your mailbox by security which indicates that a package(s), parcel(s), or other large bulk mail has been left with security for your pick-up. Please sign a receipt at security, showing the parcel was received.
- 2) Identification may be requested by the security attendant.
- 3) The Claridge Association, its employees, and/or security personnel will not be responsible for items left after notification.

---

## FIRE

---

- 1) In the event of a FIRE in your apartment, you **MUST** immediately activate the FIRE ALARM in the corridor. Then **NOTIFY SECURITY – DIAL 954-943-7882.**
- 2) Owners and Guest should be familiar with the location of:
  - a. **FIRE ALARM** – Near each Stairway
  - b. **FIRE EXTINGUISHERS** – In Cabinets near each Stairway.
  - c. **SMOKE DETECTORS** – In Apartments and Corridors.
- d. **ALL STAIRWAYS AND FIRE EXITS** – To be used in emergency situations. There shall be absolutely no storage or obstructions allowed in these exits and stairways at any time.

---

## APARTMENT AND VEHICLE KEYS

---

- 1) **APARTMENT:** Two (2) sets of keys to access your apartment and AC/Water closets must be provided to the Association.

2) **VEHICLES**: If an owner is leaving a vehicle on Claridge property and is also leaving the vehicle keys, the owner must sign a HOLD HARMLESS FORM and submit form to security.

---

## **APARTMENT ACCESS AND SURVEILLANCE**

---

- 1) Access to the Claridge is limited to the Owners and/or Lessees, their families, guests and other persons specifically approved by the Board of Directors.
- 2) Neither the property manager nor security personnel is permitted to supply keys to guests without written permission of the owner. It is the responsibility of the owner to provide his/her guest with the required keys.
- 3) Residents who may be inadvertently locked out of their own apartment should request admission from security, the property manager or an Officer of the Board. Identification may be requested.
- 4) Upon written request, an absentee owner may authorize the property manager to admit Workmen, Realtors, Delivery Men, Etc., to his/her apartment. In such instances, **NEITHER THE PROPERTY  
MANAGER NOR THE CLARIDGE MAY BE HELD RESPONSIBLE  
FOR ANY POSSIBLE LOSS OR DAMAGE.**
- 5) Contractors and others coming into the building to perform work must first check with the security personnel and have the property manager's approval. **WORK IS ALLOWED ONLY ON WEEKDAYS:  
MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M. AND  
WILL BE PERMITTED ON WEEKENDS AND HOLIDAYS IN  
EMERGENCIES ONLY.**
- 6) Contractors and delivery personnel are expected to behave in an appropriate manner. They should not use vulgarity or be insulting to any resident or Claridge personnel. Any violation should be reported to the unit resident, and it is expected that the owner or resident inform the company that those persons are banned from Claridge property.
- 7) Owners wishing to contract for or authorize entry to their apartments during their absence must contact security in writing.

- 10)** If a resident or an authorized person needs to enter an apartment other than his/her own, the property manager, authorized employee(s) or a member of the board of directors will get the key out of the key box open the door and immediately return the key to the box.
- 11)** When an outside contractor is in a residents apartment performing work for the Association they will be accompanied by an employee of the Claridge or a person designated by the Owner of the apartment.
- 12)** When the owner of an apartment is not in residence, the Association must have written permission from the owner before anyone is allowed entrance to that apartment. A copy will be placed in the owner's file and a copy will be at security when the non-resident arrives. Emergencies are the only exception and must be approved by the property manager or a member of the board of directors.
- 13)** Lockboxes on doors of apartments are permitted for authorized realtors only to allow access to show an apartment for sale or lease.

---

## **GUEST POLICY**

---

- 1) All guests must sign in at the security desk and register their vehicles. Guests are also required to notify the security staff of their departure.
- 2) All guests must abide by the same rules and regulations of the condominium that apply to owners. Owners and tenants are responsible for the acts and behavior of their guests.
- 3) Persons under the age of thirteen (13) must be supervised at all times when in or on the Common Elements of the Condominium by an adult who is at least eighteen (18) years of age.
- 4) No more than six (6) persons may permanently reside in an apartment.
- 5) As set forth in the Declaration, "Members of the Immediate Family" is defined as the spouse, life/domestic partner, or significant other of the record owner, approved tenant or other permitted occupant, or the parent, grandparent, child, sibling, or grandchild of the record owner, approved tenant or other permitted occupant and the spouse, life/domestic partner or significant other of any of these. See Rules 6 through 9 for Rules applicable to Member of Immediate Family.

6) An owner not in residence may have guests occupy the apartment in his/her absence for a period of up to 60 days in the aggregate in a calendar year (Jan 1 – Dec 31), except for Members of the Immediate Family listed in #5 above who may occupy the apartment for an unlimited time. The apartment owner must give 3 business days advance written notice of any individual guest that will occupy the apartment and the length of time each guest shall be in occupancy. Any individual non-Member of the Immediate Family guest who will occupy the apartment more than 30 days in the aggregate in a calendar year must be approved in advance by the association for continued occupancy. Any Member of the Immediate Family who will occupy the apartment more than 60 days in the aggregate in a calendar year must be approved in advance by the association for continued occupancy. This approval needs to be renewed on an annual basis.

7) An owner in residence may have Members of the Immediate Family or other guests occupy the apartment for an unlimited time. However, any individual guest who will occupy the apartment for more than 60 days in the aggregate in a calendar year must be approved in advance by the association for continued occupancy.

8) Any person, including Members of the Immediate Family listed in #5 above, who intends on permanently occupying the apartment, must be approved in advance by the association.

9) Tenant Guest Policy

- 1) Tenants in residence may have Members of the Immediate Family or other guests overnight for up to 60 days in the aggregate for the term of the lease.
- 2) All individuals who will occupy the apartment for more than 30 days in the aggregate must be approved by the association in advance.
- 3) Tenants are not permitted to have Members of the Immediate Family or other guests occupy the apartment when they are not in residence.
- 4) Tenants in residence must give 3 business days advance written notice of guests to the property manager.

---

## **NUISANCES**

---

- 1)** No apartment Owner shall permit any disturbing noises in the apartment or building either by himself, his family, visitors, or guests which would interfere with the rights, comforts or conveniences of other apartment owners.
- 2)** All musical instruments, televisions, radios, stereos, etc., shall be controlled to such a degree that they do not disturb other families at any time.
- 3)** NO Noise before 9 A.M. and or after 11 P.M.
- 4)** The Board of Directors, in its sole discretion, shall determine whether the conduct of an owner or occupant is an unreasonable source of annoyance to the Community, the determination of which shall be final.

---

## **BUILDING**

---

- 1)** Alteration of the exterior or the interior where visible from the outside is not permitted without prior approval of the Board of Directors. Only approved windows, balcony doors, storm shutters and sun shades may be installed. The exterior of all window decorations (Draperies, etc.) must be white as stated in Article IX of the Association By-Laws.
- 2)** Plants, pots, receptacles and other movable objects may not be placed on the balcony railings or in the hallways.
- 3)** Flammable materials may not be placed in the storage areas. No items which constitute a Fire Hazard may be kept in AC/water heater closets.
- 4)** No personal items may be stored in any common areas.
- 5)** Owners are not to place any sound equipment on any common walls.
- 6)** The halls, walks, entrances, lobby elevators and stairways may not be obstructed or used for purposes other than safe ingress and egress. No playing, loitering or storage allowed in stairways.
- 7)** No owner shall allow the doors to the corridors to remain open other than for immediate ingress or egress.

- 8) Advertisements, flyers, signs, notices, lettering and the like may not be exhibited by residents on any part of the inside or outside of the building. The General Bulletin Board near the mailboxes and the lower level elevators entrances is to be used for such interpersonal announcements.
- 9) Solicitations by individual residents for any cause, charity program etc., are forbidden in any manner other than by a notice on the General Bulletin Boards or as authorized by the Board of Directors.
- 10) Installation of flooring in areas of an apartment is permitted but must be approved in writing beforehand by the property manager and Architectural Committee. Permits must be obtained when required by the City of Pompano Beach.
- 11) Luggage carriers can be obtained from security personnel.
- 12) Lockboxes on doors of apartments are permitted for authorized realtors only to allow access to show an apartment for sale or lease.

---

## ELEVATORS

---

- 1) Smoking is NOT permitted by Law.
- 2) **Do not push any call buttons more than once nor hold it in.** The elevators pick up the calls in an unaltered sequence for apparent reasons, do not call for more than one elevator at one time
- 3) Do not push both the UP and DOWN buttons at the same time.
- 4) **Minors under ten (10) years of age are not permitted in the elevators without an adult.**
- 5) In case of power failure the auxiliary generator will power only the service elevator (#4) and certain emergency lights.
- 6) The telephone in the elevator should be used in emergencies only. Procedures are in effect to clear stalled elevators.
- 7) The property manager must be contacted in advance to arrange the use of the service elevator for large item delivery, move in or out, contractors, etc.

- 2) Resident Corridors are not to be decorated in any fashion. No pictures, mirrors, or ornaments are to be mounted on the walls. No plants, statues, or personal items are to be placed in the floor areas.
- 3) No permanent alterations by any owner or resident are permitted either in the Corridors or Apartment Entrances.
- 4) Grocery carts **MUST** be returned by the user to their proper locations.

---

## **GARBAGE – TRASH**

---

- 1) The Trash Chute should not be used before 9:00am or after 9:00 pm.
- 2) Newspapers, boxes and containers are to be placed in the designated areas in the trash room.
- 3) All paper, cans and bottles should be placed in the provided receptacles for recycling.
- 4) Waste that is thrown down the chute must be securely tied in the plastic bags provided to prevent free falling waste.
- 5) Smoldering or flammable waste, including paints, varnish, aerosol cans, etc., must not be thrown down the chutes.
- 6) Glass **MUST NOT** be thrown down the chute as it can cause serious injury.
- 7) The kitchen disposal is used for all food waste except coffee grounds, grease, corn cobs, celery, husks and hard waste such as bones, oyster/clam shells, etc. These types of items should be placed in plastic bags and dropped down the chute.

---

## **CAR WASHING**

---

- 1) Two (2) Spaces on the upper level have been reserved for car washing. Car washing should be confined to those areas only.
- 2) When you finish, please turn off the water, relieve the water pressure from the hose and roll the hose onto the rack provided.

---

## **PARKING**

---

- 1) Owners are ASSIGNED one (1) parking space either on the upper or lower level sheltered areas. Assigned space may be used by

another owner or guest only with the regular owner's authorization in writing, recorded in the property manager's Office. Permanent transfer of parking spaces must be signed by both owners and a notarized copy will be kept on file in the office.

- 2) Parking is limited to a passenger vehicle designed to fit within the parking space parameters.
- 3) Restricted Vehicles: THE FOLLOWING ARE STRICTLY PROHIBITED FROM THE PARKING SPACES OR COMMON AREAS:
  - a. Overnight parking of Commercial Vehicles of any kind,
  - b. Recreational Vehicles, Motor Homes or Campers of any kind,
  - c. Boats and water sports equipment of any kind,
  - d. Golf Carts or Go Peds of any kind,
  - e. Trailers of any kind,
  - f. Vehicles under repair, abandoned, unlicensed or inoperable of any kind,
  - g. Vehicles which are not routinely used for family or personal use and are subject to sale of any kind.
- 4) All vehicles parked on Claridge property will be identified by a barcode or a guest pass hung on the rear view mirror. Everyone including residents, guests, and visitors must register their auto tag number with security. **NO visitor may use garage parking.**
- 5) An owner with multiple vehicles will receive a barcode for each car.
- 6) Employees will receive barcodes and should park in outside guest parking.
- 7) The Association's Live-In employee may park in the garage or covered parking spaces with the expressed written permission of the resident assigned to that parking space.
- 8) Long Term and Seasonal renters will receive barcodes.
- 9) Owners using rental vehicles will receive a barcode.
- 10) All traffic signs must be obeyed and speed limits should be especially observed.

- 11) Accessibility to parking areas may not be blocked or interfered with by parking illegally in the aisles or by failing to park in a parallel fashion to the lines. The vehicles should be parked the full distance into the space provided.
- 12) Movers, delivery and service vehicles may not be parked on the premises except for loading, unloading and servicing between 8:00 am and 6:00 pm Monday through Friday. **Commercial Vehicles May not Park Overnight.**
- 13) Small motorbikes and bicycles must be placed in the space assigned in the underground level.
- 14) Barcodes are required to operate the lower level entrance gate. They must be secured from security.
- 15) No roller skating, In-line skating, skateboarding, or bicycling allowed in the upper or lower parking area or the lanai area.
- 16) Any vehicle parked in violation of these rules will receive;
  - a. Notice requesting the vehicle owner proceed to security within 24 hours in order to correct the infraction.
  - b. Owners will be notified of the violation either in person or by telephone.
  - c. Certified letters will be mailed to owners notifying them of the violation. The letter will be mailed to the owner's last address the office has on file.
  - d. Parking issues must be resolved within 15 business days from the first notice or the owner's vehicle will be towed at the owner's expense according to Florida Statute 715.07
- 17) All commercial vehicles must park on the north side of the building.

---

## PETS

---

- 1) No pets are allowed in apartments or on condominium property at any time except small birds, (parakeets/canaries) and fish.
- 2) The Seller must inform the purchaser of this regulation.

---

## MINORS

---

- 1) Owners are responsible for the acts and behavior of minors whether in the owner's apartment or in the public areas, including the pool and pool deck. Claims for personal injury are not the legal responsibility of the Claridge.
- 2) No owner, occupant, or guest is permitted to play in the halls, stairways, lobby, common areas, elevators, garage, ramps, waterfalls, or parking areas, nor can anyone interfere with the operation of the elevator.
- 3) Minors under the age of twelve (12) will not be allowed in the common areas, such as the pool, fitness center or sauna unless accompanied by a supervising adult.

---

## ATTIRE

---

- 1) Owners, their families and guests shall only appear in or use the lobby or social rooms in acceptable attire as determined by the Board of Directors. Top covering and footwear required at all times inside the building.
- 2) No person should appear barefoot in the lobby, social room, elevators, halls and while going into the restrooms, exercise and sauna rooms.
- 3) Shoes with spikes may not be worn anywhere in the building's common areas.

---

## POOL, SUN DECK AND BEACH

---

- 1) Use of the Pool is at the swimmer's own risk. The Claridge is not responsible for accidents.
- 2) **THE POOL MAY BE USED FROM 8:30 A.M. TO DUSK.**
- 3) Everyone using the Pool must shower before entering.
- 4) A person with an infectious disease or with any kind of skin disorder may not enter the Pool.
- 5) Persons entering the pool side from the ocean or beach must first remove all traces of tar or sand.

- 6) Suntan oils, lotions, creams, etc. must be completely removed before entering the pool. When using the pool side furniture an underlying towel should be used.
- 7) No incontinent persons shall be allowed in the pool. No persons in diapers are allowed to enter the pool with the exception of those wearing swim liners.
- 4) Minors under Twelve (12) years of age must be accompanied and actively supervised by an adult when at the pool side or in the pool.
- 8) Items such as rafts, ropes, snorkels, balls, oversized toys, tubes, etc. are forbidden in the pool. **NO RUNNING, BALL PLAYING, LOUD TALKING OR SCREAMING WILL BE TOLERATED.**
- 9) Volume of any electronic or wireless device must be kept at a low level.
- 10) No food shall be permitted at the pool side area. Beverages only in plastic containers will be permitted. **NO GLASS OF ANY KIND PERMITTED.**
- 11) Swimmers are required to wear acceptable bathing attire at pool side.
- 12) Footwear and top covering must be worn in the lobby and en route to and from the pool side.
- 13) Conduct at the pool is explicitly spelled out and governed by the Regulations conspicuously posted at the poolside. Each pool user has the self-imposed responsibility to curb violators of these regulations. Owners are responsible for the actions of their family members and guests. Repeat offenders should be reported to the property manager for follow-up action.
- 14) The Apartment Owner or Resident must accompany any local non-resident guest who is using the pool or beach for the day.
- 15) Pool furniture must be kept a minimum of three (3) feet from the pool.
- 16) It is not permissible to remove pool side furniture at any time.
- 17) Gates leading to the beach, pool, or garden areas must be closed at all times.

---

## CARD ROOMS

---

- 1) When leaving, please turn off lights, and close the door. **DO NOT LOCK DOOR.**
- 2) Minors under the age of twelve (12) years using the card room must be accompanied by an adult.

---

## SAUNA, SHOWERS AND FITNESS CENTER

---

- 1) Use of the sauna, shower and fitness equipment is at the risk of the individual. The Claridge is not responsible for accidents or acts of violence.
- 2) The fitness center will be open for use from 7:00 A.M. to 11:00 P.M.
- 3) **No minors under sixteen (16) years of age** are permitted to use these facilities without adult supervision. **No one under the age of eighteen (18)** is permitted to use motorized equipment or the sauna.
- 4) **It is suggested that you alert someone when using the Sauna alone for safety purposes.**
- 5) **PLEASE do not put wet towels on the sauna grate.**
- 6) When leaving these rooms, be sure to **TURN OFF** the sauna dial and lights and **CLOSE** the sauna door.
- 7) No Boisterous behavior is permitted.

---

## BILLIARD ROOM AND LIBRARY

---

- 1) **The hours of use are from 9:00 A.M. TO 11:30 P.M.**
- 2) Minors under twelve (12) years of age **are not** permitted to play billiards in the billiard room. Minors under twelve (12) years of age **are** permitted to play ping-pong and use the library when accompanied by an adult.
- 3) Food, beverages, smoking, bare feet, swim suits or other improper attire are strictly forbidden.
- 4) Musical instruments, televisions, portable radios, etc., are prohibited in the Billiard Room and Library as they may disturb other residents.
- 5) Players will refrain from unnecessary loud talk or boisterous behavior as they disturb residents living above.

---

- 6) Billiard equipment such as cues and billiard balls can be checked out from security.
- 7) PLAY SHOULD BE LIMITED TO ONE (1) HOUR unless no others are waiting.
- 8) Any damage done to the tables, cues, or to the room itself becomes the financial responsibility of the Owner whether caused by himself, members of his family or guests.
- 9) To access the Billiard Room, see security personnel for access. The door is to be kept unlocked while the room is in use.
- 10) When leaving the Billiard Room, turn off the lights and return all equipment to security.

---

## **SHUFFLEBOARD COURTS**

---

- 1) The hours of use are from 9:00 A.M. to 9:00 P.M.
- 2) Minors under fourteen (14) years of age may not play in the absence of an adult.
- 3) Equipment must be checked in or out through security. Damage to the equipment becomes the financial responsibility of the owner, whether caused by himself, his guest or member of his family.
- 4) After a regulation play of three (3) games, the court must be vacated if others are waiting to play.
- 5) Players must refrain from unnecessarily loud talk or boisterous behavior lest they disturb residents above the courts.

---

## **SOCIAL ROOMS**

---

- 1) Social rooms may be reserved only by apartment Owners and lessees for private parties and upon application to the Manager. All applications must be Board approved. The definition of a private party does not include outside groups such as Service Clubs, Dance Groups, Organized Religious Groups or Commercial organizations of any kind. It is incumbent upon the host to leave the room (s) in the same condition as found. A \$250.00 refundable deposit is required, which will be returned if the room is left in acceptable condition. The amount of the refundable deposit may be changed by the Board, from time to time, based on the then current cost factors. If necessary a clean-up charge will be imposed at an average hourly employee rate.

- 2) The Social Rooms is available for private parties and include only the tiled areas, bar and kitchen. The Social Rooms are available only for Claridge Association functions on holidays. Holidays include New Year's Day, Easter Sunday, July Fourth, Labor Day, Thanksgiving, Christmas, and New Year's Eve. If no Claridge association function is scheduled on a holiday, then only the kitchen area will be available for private parties.
- 3) Reservation is on a first come-first served basis. Rooms may not be reserved more than four months in advance of the event.
- 4) The resident reserving the room must be present at the event.
- 5) Cancellation of the reservation within one (1) week of the event may result in deposit forfeiture.
- 6) Resale of alcoholic beverages is prohibited at scheduled events.
- 7) For private parties, no more than forty (40) non-resident guests will be authorized to enter the event. From the dates of November 1 to April 30, guest parking for private parties must be limited to a maximum of ten (10) cars.
- 8) All parties are limited to six hours and must end by 11:00 P.M. with the exception of December 31 (New Year's Eve), in which case the event must end by 1:00 a.m. on January 1.
- 9) For parties that include more than twenty (20) non-resident guests, a certificate of "host event liability" insurance naming the Claridge as an additional insured will be required and must be submitted to the Association at least 48-hours prior to the event.

---

## **SALE OR LEASE OF APARTMENT**

---

The procedures for a Sale or Lease are set forth in Article XIII of the Claridge Declaration and Article VII of the By-laws and include the following guidelines:

- a. Owner(s) shall obtain an "Intent to Sell or Lease" form from the Association office and submit the completed and signed form to the Association Office.
- b. The Purchaser or Lessee shall procure the form entitled "Application for Purchase or Lease" and a copy of the Rules We Live By from the Owner or Realtor (obtainable from the office) and submit the completed application to the Board.

- a. The Association has thirty (30) days to approve or disapprove the application
- b. A personal interview of the prospective new resident is required before a committee of at least two Board Members or their authorized designees.
- c. The Board of Directors has 30 days to review the completed application material and render its approval or disapproval decision. This 30-day period will not commence until completed application material and any other supplemental information requested by the Board are received from the application.
- d. A copy of the “Contract of Sale” or “Lease” must be presented to the Board. There must be a clear and saleable deed on the apartment.
- e. Owners may lease their condominium apartments to not more than one party or family and only ONE time in each twelve month period after the first 365 days of their acquiring ownership of the apartment. Minimum rental is stated in the 99-year lease as adjusted for inflation by the Board of Directors from time to time.
- f. Certified copies of the Warranty Deed must be presented to the Association in order for new owners to gain access to the building.

---

## HURRICANE OR SEVERE WEATHER

---

- 1) *An alert on the radio and TV will always precede the hurricane. Take actions at that time, not when the hurricane actually strikes.*
- 2) Close your patio and window shutters.
- 3) Absent Owners must make provision for someone to take preventive action in their apartment upon a hurricane alert. Upon a hurricane alert, if the Claridge personnel are required to close an owner's shutters, a charge of \$75.00 will be imposed against the owner for closing the shutters. The Board of Directors may, from time to time, modify the amount of the charge for such service.
- 4) Upon a **COMPULSORY EVACUATION ORDER** all persons must leave the premises.
- 5) The property manager has prepared a “Hurricane Preparedness” pamphlet that is available for the asking from service personnel.

---

## **MOVING INSTRUCTIONS**

---

- 1)** The truck will be parked by direction of security personnel on the north exit ramp from the garage where sign indicates so as not to block the ramp. If truck is too large to fit into ramp without sticking out into the street it should be parked parallel to the street.
- 2)** MOVING SHALL NOT BEGIN BEFORE 8:00 A.M. AND SHALL BE FINISHED BEFORE 6:00 P.M. MONDAY THROUGH FRIDAY ONLY.
- 3)** Notification should be made by the party moving in or out AT LEAST ONE WEEK IN ADVANCE.
- 4)** NO articles will be leaned on walls in the halls.
- 5)** If the apartment involved is a 1, 2, 3 or 4 all the service halls doors shall be opened fully by a guard or maintenance person.
- 6)** When the move is completed the mover personnel shall check out with the manager who will check the hall area where the move was made and also the area around the truck.
- 7)** Any damage done to Claridge property is the responsibility of the party moving in or out and will be billed to the owner.

---

\*\*\*\*\*

---

**YOUR BOARD OF DIRECTORS** has tried to promulgate Rules and Regulations to help maintain a friendly, clean and peaceful condominium. At times situations may arise that are not covered by these Rules and Regulations and it is suggested that in this event you bring these situations to the attention of the property manager or the Board of Directors.

For complete and detailed information please refer to The Claridge Declaration, Articles of Incorporation, and Bylaws.

Monthly Board Meetings are held once a month at the discretion of the Board. We ask Owners to please attend and participate. **ANNUAL MEETINGS ARE HELD ON THE 2<sup>ND</sup> TUESDAY IN FEBRUARY OF EACH YEAR.**

Notices of monthly, annual, and special meetings are posted on the bulletin board and on the resident site- <https://theclaridgeresidents.com>.

*Your Board of Directors and your Property Manager*

*Want to extend a “**Thank You**”*

*For your cooperation in following the Claridge’s*

**Rules We Live By**