

BY-LAWS OF
BREAKERS CONDOMINIUM, INC.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this Association shall be:
BREAKERS CONDOMINIUM, INC.

Section 2. The principal office of the Association shall be in the City of Pompano Beach, Broward County, Florida, at 710 North Ocean Boulevard. The Association may have offices at such other place as the Board of Governors may from time to time determine or the Association may from time to time require.

ARTICLE II
GENERAL

Section 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes (1963), and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated as "Breakers, a Condominium," located at 710 North Ocean Boulevard, Pompano Beach, Florida.

ARTICLE III
MEMBERS

Section 1. As is set forth in the Charter of the Association, the membership of BREAKERS CONDOMINIUM, INC. shall consist of the Condominium unit owners who shall have recorded title in their names.

ARTICLE IV
MEETINGS

Section 1. The annual meeting of the members of the Association shall be held on the fifteenth day of February of each year at ten o'clock A. M. at 710 North Ocean Boulevard, Pompano Beach, Florida, or at such reasonable hour or at such other place within the City of Pompano Beach, Florida, as the Board of Governors may determine¹. Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members' meeting, the members shall elect by plurality vote and by written ballot a Board of Governors to manage the affairs of the Association, and the members shall also transact any other business as may properly be brought before said meeting.

¹Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

Section 2. At least ~~ten (10)~~ eighteen (18)² days before the election of Governors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination of all members so that every one shall be familiar with the persons entitled to vote at said meeting.

Section 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statute or by Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Governors, or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subjects stated in the Call and Notice of Meeting.

Section 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ~~ten (10)~~ eighteen (18)³ days prior to the meeting, except in the case of a special meeting where there shall be a five (5) day allowable minimum notice. ~~An absentee ballot shall be included in the notice of the meeting. The ballot must be returned to the Secretary at least 24 hours before the annual meeting. The ballots will be counted before 10:00 A.M. on the day of the annual meeting by five (5) tellers appointed by the President with the approval of the Board.~~⁴ ~~Said absentee ballot shall contain the impression seal of the Association and shall be used solely for the election of Governors which shall be the sole method for electing Governors except in the event of a tie vote. In the event there is a tie vote for a Governor, the candidates which tied shall be voted upon at the annual meeting.~~⁵

²Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

³Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

⁴Amendment to By-Laws dated March 25, 1972, recorded in Official Records Book 5046, Page 633. Said amendment was later repealed by Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

⁵Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635. Said amendment was later repealed by Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

In the event there is a tie vote for a Governor, the candidates which tied shall be voted upon at the annual meeting.⁶

Section 5. A majority of the total number of members of the Association, present in person or casting an absentee ballot⁷ or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or balloted⁸ or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

Section 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by ~~proxy~~ absentee ballot⁹ proxy¹⁰ shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes or the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 7. At any meeting of the members, every member having the right to vote shall be entitled to one vote in person, ~~or by proxy appointed by an instrument in writing, subscribed by such member and~~

⁶Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 951.

⁷Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

⁸Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

⁹Amendment to By-Laws dated May 3, 1976, recorded in Official Records Book 6572, Page 91.

¹⁰Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

~~bearing a date not more than three (3) months prior to said meeting, witness the instrument specifically provided upon its face for a longer period of time in which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting or by absentee ballot filed with the Secretary 48 hours prior to the time of the meeting. Absentee ballots shall be opened and counted before the meeting opens.¹¹ or by proxy appointed by an instrument in writing, subscribed by such member and bearing a date not more than three (3) months prior to said meeting, witness the instrument specifically provided upon its face for a longer period of time in which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting.¹² Each Condominium unit is entitled to one vote. If ownership to said unit rests in two or more names, only one vote can be cast and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such Condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the Condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the Condominium unit is held in the name of a corporation, such officer as may be designated by corporate resolution shall be entitled to vote for and in behalf of the corporation, providing such resolution be filed with the Secretary of the Association at least ten days prior to any meeting.~~

Section 8. The transfer book of the Association shall be closed for a period of ~~ten (10)~~ eighteen (18)¹³ days against any transfer immediately preceding any meeting of the Association, and only those owners properly registered therein shall be entitled to vote at said meeting. The transfer book shall again be re-opened after said meeting has been finally adjourned.

ARTICLE V BOARD OF GOVERNORS

Section 1. The Condominium property, the business and all affairs of the Association shall be managed by a Board of Governors. The Charter of the Association provides for a Board of Governors of between three and seven, the exact number to be determined by the

¹¹Amendment to By-Laws dated May 3, 1976, recorded in Official Records Book 6572, Page 91.

¹²Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

¹³Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

By-Laws. Determination is hereby made for the number to be three until such time as the Developer, CO-OP CONSTRUCTION CORPORATION, shall have sold a minimum of One Hundred and Thirty (130) Condominium units after which the number shall automatically be increased to seven (7). The first Board of Governors and its successors shall be designated and appointed by the Developer and said first Board of Governors and its successors shall continue to hold office until One Hundred and Thirty (130) Condominium units are sold or CO-OP CONSTRUCTION CORPORATION waives this right in writing and the appointed Board resigns and the successor Board of Governors is elected and qualified as is herein provided. Said three man Board of Governors need not be owners of Condominium units, nor residents of the Condominium, nor members of the Association.

At the annual or special meeting of the members, after the first Board of Governors and their successors as appointed by the Developer have resigned, the members shall elect a Board of Governors from among themselves. Such new Board of Governors shall hold office until the next succeeding annual meeting of the members or until their successors have been qualified. Excepting the first Board

Section 9. The Governors shall elect the officers of the Association at the annual Governors' meeting, such officers to be a President, Vice President, an Executive Vice President, a Secretary and a Treasurer. An officer may be removed at any time by a 5/7ths vote of the full Board of Governors, with or without cause and with or without notice. All Governors excepting the first Board and their successors as appointed by the Developer, shall be owners of a Condominium unit. The President of this Association, when elected by a Board of seven Governors, must be a Governor and be in actual residence in the Condominium.

Section 10. As is set forth in Section 1, all the affairs of the Association shall be managed by the Board of Governors and, accordingly, all powers and duties shall center therein. The Board of Governors shall, among other duties, carry out the following:

(1) Make rules and regulations respecting the use of the Condominium property,

(2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of Condominium units;

(3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the Condominium property or for such other purposes as shall fall within the general powers of the Board of Governors;

(4) Enter contract on behalf of the Condominium to employ necessary personnel, and carry out all functions and purposes of the Condominium;

(5) Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith.

Section 11. Although the Board of Governors shall have the right to approve and disapprove proposed Condominium unit leasing ~~for in excess of three (3) months~~¹⁸, such right shall exist only with regard to Condominium units which have been initially sold once by the Developer and shall not apply to any Condominium units which shall be owned by the Developer of the Condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgage on the Condominium unit should such institutional mortgagee acquire the Condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by Condominium owner of the Condominium unit in lieu of foreclosure. The Developer and such institutional mortgagee shall have the unrestricted right to lease or sell any unit it shall own to any person

¹⁸Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

without obtaining the consent of the Board of Governors as to the approval of the Purchaser or Lessee.

Section 12. No fee or other compensation shall be paid to any member of the Board of Governors at any time except by specific corporate Resolution.

Section 13. A member of the Board of Governors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the Condominium, providing, however, such shall not apply to the first Board of Governors so long as it shall consist of only three (3) members.

Section 14. ~~Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Governors, the remaining members of the Board of Governors shall appoint a successor to serve the remainder of the term of such member affected~~ The Board of Governors of this Condominium shall be elected by the general membership in the manner set forth in this Article V and in the manner set forth in Article IV of these By-Laws, which is hereby incorporated by reference as part of this Article V.¹⁹

ARTICLE VI OFFICERS

Section 1. The officers of this Association shall consist of a President, an Executive Vice President, a Vice President, a Secretary and a Treasurer or a Secretary-Treasurer, each of whom shall be elected for the term of one (1) year and shall hold office with their successors are duly elected and qualified. The first officers or the Association shall be appointed by the Developer of the Condominium, which officers shall serve until one hundred and thirty (130) Condominium units have been sold by the Developer, or the Developer waives the right of appointment and the officers resign. After one hundred and thirty (130) units have been sold, the officers shall resign and the then existing Board of Governors shall appoint interim officers to serve until the next annual meeting of the Association. No one shall be eligible to serve as both President or Executive Vice President, or Vice President and Secretary.

Section 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Governors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Governors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued

¹⁹Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal, under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Governors.

Section 3. The Vice President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Governors may prescribe.

Section 4. The Executive Vice President, in the absence of or because of the disability of the Vice President, shall perform the duties and exercise the powers of the Vice President and shall perform such other duties as the Board of Governors shall prescribe.

Section 5. The Secretary shall attend all sessions of the Board of Governors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give or cause to be given, notice of all meetings of the members and special meetings of the Board of Governors, and shall perform such other duties as may be prescribed by the Board of Governors or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and, when authorized by the Board of Governors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature. The Secretary shall also perform all such other duties as are incident to his office.

Section 6. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Governors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Governors at the regular meetings of the Board of Governors, or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond when required by the Board of Governors, in such sums and with such securities as the Board of Governors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

Section 7. An officer shall receive no compensation for services rendered to the Corporation unless the same be specifically set and established by a corporate resolution of the general membership.

Section 8. An officer may be removed either with or without cause by an affirmative vote of 5/7ths of the Board of Governors at a special or regular meeting.

~~Section 9. Any officer who shall die, be removed, resign, sell his unit or become incapacitated, may be replaced by the appointment by the Board of Governors of a successor to serve during and for the remainder of said officer's unexpired term.²⁰~~

**ARTICLE VII
INDEMNIFICATION OF GOVERNORS, OFFICERS AND EMPLOYEES**

Section 1. The Association shall indemnify any Governor, officer, or employee, or former Governor or employee of the Association, or any person who may have served at its request as a Governor, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Governor, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse any Governor, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Governors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Governor, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive or any rights to which such Governor, officer, or employee may be entitled under any By-law, agreement, vote of owners of Condominium units, or otherwise.

**ARTICLE VIII
FINANCE**

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Governors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Governors of this Association. In absence of a specific designation by the Board of Governors, the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of the same year.

²⁰Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

Section 3. Budget. The Board of Governors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year and shall include all Common Expense items as may be set forth herein or items as may be designated as common expense in the Declaration of Condominium, their By-Laws, by Resolution, or other proper means, including, but not being limited to, the maintenance and operation of all common elements, such as the club room, storage facilities, ground and first floor common facilities, mezzanine, toilets, exterior walls, roof, lockers, pipes, ducts, hallways, walkways, and elevators, service areas and utility services; the cost of insurance of all types taken for the protection of the common areas and leased property, if any; taxes as levied; administration costs, and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense, which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Board of Governors shall determine what assessment, if any, will be required for improvements, capital expenditure or other operations not included in the above, which shall be included in the budget.

A copy of the proposed budget shall be submitted by the Board of Governors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter-year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Governors shall take appropriate measures as may be allowable by law or by the Declaration of Condominium and By-Laws²¹.

Section 4. The books of record of the Association shall be audited each year by a firm of certified public accountants and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. All officers, Governors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

²¹Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

ARTICLE IX
~~MAINTENANCE AND LEASE OF NON-CONDOMINIUM PROPERTY~~

~~Section 1. Each condominium owner at the time of purchasing his condominium unit designated the Association as agent to enter into and carry out the terms and conditions of a ninety nine year lease on the following described land, to wit:~~

~~A parcel of land in Section 31, Township 48 South, Range 43 East, Broward County, Florida, more particularly described as follows:~~

~~On the West by the East right of way line of Florida State Road A-1-A as same is now located, constructed and used, on the North by a line parallel to, and 1060 feet South of, measured at right angles to, the North line of said Section 31, on the East by the waters of the Atlantic Ocean and on the South by a line parallel to and 1390 feet North of, measured at right angles to the East West quarter section line and/or the South line of Government Lot 1, together with Lots 1, 2, 15 and 16 of JELKS' ESTATES, according to the Plat thereof as recorded in Plat Book 31 at Page 34 of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, excepting the following part thereof,~~

~~Commence at the Point of Intersection of the Easterly right of way line of State Road A-1-A, as same is now located, constructed and used, and a line which is parallel to and 1065 feet South of (measured at right angles to) the North line of said Section 31; thence Southwesterly along the Easterly right of way line of said State Road A-1-A on an assumed bearing of South 09 degrees, 30 minutes and 52 seconds West, a distance of 107.42 feet; thence on a bearing of due East, a distance of 57.46 feet to a radius Point; thence Northeasterly on a radial line having a bearing of North 48 degrees, 58 minutes and 27 seconds East, a radial distance of 125 feet to the Point of Beginning of this description; thence Southerly along the arc of a circular curve to the right which radius is 125 feet, delta of 82 degrees, 03 minutes and 06 seconds, an arc distance of 179.01 feet to a Point; thence on a bearing of due West, a distance of 111.00 feet to a Point; thence on a bearing of due North, a distance of 164.10 feet to a Point; thence on a bearing of due East, a distance of 111.00 feet to the Point of~~

~~Beginning, said lands situate, lying and being in Broward County, Florida.~~

~~AND ALSO EXCEPTING:~~

~~A parcel of land in Section 31, Township 48 South, Range 43 East, Broward County, Florida, more particularly described as follows:~~

~~Commence at the point of intersection of the Easterly Right of Way line of State Road A-1-A, as the same is now located, constructed and used, and a line which is parallel to and 1065 feet South of (measured at right angles to) the North line of said Section 31, thence Southwesterly along the Easterly Right of Way line of said State Road A-1-A on an assumed bearing of South 09 degrees, 30 minutes and 52 seconds West, a distance of 102.35 feet to the Point of Beginning of this description, thence on a bearing of due East, a distance of 39.92 feet to a point, thence on a bearing of due South, a distance of 10 feet, thence on a bearing of due West, a distance of 41.60 feet to a Point, thence Northeasterly on a bearing of North 09 degrees, 30 minutes and 52 seconds East, a distance of 10.14 feet to the Point of Beginning, said lands situate, lying and being in Broward County, Florida.~~

~~There are one hundred and thirty nine (139) condominium units in the condominium to which these By-Laws pertain, which together have leased one hundred per cent of the above described property. By the terms and conditions of said lease, each unit owner has agreed to cause the leased property to be adequately and properly maintained. The Association being the common agent and governing body for all the condominium units, each member designates the Association as its agent to maintain all properties, facilities and improvements as is more specifically defined in each lease. Each unit owner shall pay to the Association that part of the cost of the maintenance and upkeep of the leased property in the same percentage that each unit owner pays common expenses. The Association shall include such expenses in its budget as are set forth in Article VIII above, and shall assess the same to each unit owner in the manner as therein provided. In addition, each unit owner shall pay lease rental to the Association which shall pay the total rental for and in behalf of all Lessee Condominium unit owners to Lessor.~~

**MAINTENANCE AND UPKEEP OF PROPERTY PURCHASED
BY THE ASSOCIATION IN AUGUST, 1977**

The property purchased in August, 1977, from Val Zimmermann Corp., a Wisconsin Corporation, American National Bank and Trust Company, as Trustee under the Will of Joseph L. Schmitt, deceased, and James A. McGrath, individually and as Trustee, must be adequately and properly maintained. Since the Association is the governing body for all the Condominium units, each unit owner shall pay to the Association that part of the cost of the maintenance and upkeep of said property in the same percentage that each unit owner pays common expenses. The Association shall include such expenses in its budget as are set forth in Article VIII above, and shall assess the same to each unit owner in the manner as therein provided.²²

Section 2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Breakers Condominium, Inc. as his agent to enter and carry out the terms and conditions of said lease and that said unit owner pledge his or her condominium unit as security for the lease performance. The undivided percentage interest which unit owner obtains in the leased premises and the rental paid therefor is directly related to the type of the apartment unit purchased. No deed for condominium unit transfer shall be recorded or effective until the Board of Governors shall have received a fully executed copy of the new purchaser's designation of agent and pledge.

**ARTICLE X
MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY**

Section 1. Access. Any officer of the Association or any agent of the Board of Governors shall have the irrevocable rights during reasonable hours, and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

Section 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended, and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments, nor shall the Board of Governors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two-thirds of the unit owners in the condominium at any regular or special meeting called for such purpose.

²²Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

~~are other common expenses. Parking spaces are for automobiles only and no boats, trailers or other vehicles or objects shall be placed in or around the parking space assigned.~~

~~There are eighteen undercover auto parking spaces on the ground floor of the condominium building which have been sold as permanent parking spaces to unit owners. These spaces are considered as part of the unit owner's condominium unit, and as such shall be sold, mortgaged, transferred or leased in conjunction with and as part of and inseparable from the condominium unit. The unit owner shall maintain said parking space in the same manner as the condominium unit. The covered parking areas shall not be used for other than parking automobiles. The parking space of unit owners shall not be decorated, painted or altered, other than for maintenance and upkeep of the same.~~

Section 1. At the time the original Declaration of Condominium was recorded, the developer designated eighteen (18) ground floor, undercover parking spaces as separate parcels of real property subject to private ownership. Subsequent to the recording of the original Declaration of Condominium, various unit owners have bought, sold and transferred title to these eighteen (18) ground floor, undercover parking spaces. The Declaration is now being amended so as to describe and define these parking spaces as Limited Common Elements. These spaces are now considered as part of the unit owner's condominium unit, and as such shall be sold, mortgaged, transferred or leased in conjunction with and as part of and inseparable from the condominium unit provided, however, that a unit owner shall have the right subject to a prior mortgagee's approval to sell and transfer by recorded instrument of transfer such Limited Common Element parking space to another unit owner and in such event such Limited Common Element parking space shall pass as an appurtenance to the transferee's apartment. A unit owner may also sell and assign his Limited Common Element parking space to the Association and in such event, the Association shall have the right to sell and assign such space to a unit owner upon terms and conditions as established by the Board of Governors. If the sale of an undercover parking space is separate from an apartment sale, then a copy of the recorded instrument must be registered with the Board of Governors.

Section 2. The parking spaces, whether undercover or outdoors, shall be used for parking automobiles only and no boats, commercial vehicles, trucks, campers, motor homes, motorcycles, trailers or other vehicles or objects shall be placed in or around the parking spaces.

Section 3. In all events, each apartment unit in Breakers Condominium shall be entitled to no more than one parking space whether it be undercover or outdoors.²⁴

²⁴Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

ARTICLE XIII
~~AMENDMENT OF BY LAWS AND DECLARATION OF CONDOMINIUM~~
AMENDMENT OF DECLARATION OF CONDOMINIUM AND BY-LAWS²⁵

The Declaration of Condominium and these By-Laws shall ~~may~~²⁶ be altered, amended, added to or modified only in the following manner:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition which petition shall be submitted in writing to the Board of Governors, or a proposed change or amendment may originate with any member of the Board of Governors. In either case, the proposed amendment shall be submitted in writing to the Board of Governors who shall act upon the same within thirty (30) days of its presentment in writing to them. Within sixty (60) days after approval of the proposed amendment or addition by 5/7ths of the Governors, in its original or in an altered form, the President of the Association shall call a special or annual²⁷ meeting of the general membership of the Association for the purpose of voting upon the proposal, or present the same at the next annual meeting of the members if such annual meeting shall fall within the specified sixty (60) days²⁸. Thirty days prior to the special or annual²⁹ meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting, together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained from ~~seventy five per cent (75%)~~ sixty-six and two-thirds (66-2/3%)³⁰ of the owners of condominium units. The amendment shall thereafter be placed in a form executed

²⁵Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

²⁶Amendment to By-Laws dated January 115, 1968, recorded in Official Records Book 3597, Page 526.

²⁷Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

²⁸Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

²⁹Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

³⁰Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

with the formality of a deed and recorded according to law in Broward County, Florida.

In the event the Board of Governors shall disapprove the proposed amendment as presented to it, nothing shall prevent the general membership, consisting of the condominium owners, from requiring a special meeting to be held or for said proposed amendment to be considered and voted upon at the next annual meeting³¹, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting or for said proposed amendment to be considered and voted upon at the next annual meeting³², thereafter proceed as though the amendment or change had been approved by the Board of Governors by a 5/7ths vote.

No amendment, alteration, change, modification, or addition shall abrogate any right of the Developer or the first and original institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium or these By-Laws. No amendment or addition shall change any condominium unit's proportionate share of the common elements, common expenses, common surplus or voting rights except upon one hundred per cent (100%) vote approval of all condominium unit owners.

ARTICLE XIV COMMITTEES.

Nominating Committees: A Nominating Committee of five (5) members, two (2) of whom may be members of the Board of Governors, shall be appointed by the President, whose duty shall be to select Nominees for the Board of Governors. The President shall post the names of this Committee of the Official Bulletin Board in the Lobby of the condominium, not later than January 1st, and the Committee shall, not later than January 15th, post the names of said Nominees, their apartment numbers, a brief resume of their business history and experience and the number of months each such Nominee expects to be in residence at the Breakers during the ensuing two (2) fiscal years. The Nominating Committee shall nominate no member without receiving a signed statement by said member agreeing to stand for election and to serve, if elected a Governor. Thereafter during the ensuing five (5) days (i.e. until January 20th) any five (5) members may present the name of one (1) other eligible member for nomination by submitting in writing to the Secretary the following: a Petition signed by five eligible members which contains the name, apartment number, a brief resume of the business history and experience of such proposed Nominee

³¹Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

³²Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.

together with a signed statement by said Nominee³³ agreeing to stand for election, and agreeing to serve, if elected, and stating the number of months said member expects to be in residence in the Breakers during the ensuing two (2) fiscal years. The name of such Nominee will then be posted on said Official Bulletin Board together with said information and the names of the five (5) petitioners. The names of the Committees' Nominees and any other Nominee or Nominees shall be placed on the absentee ballot provided for in Article IV, Section 4, of these By-Laws.³⁴ Strict compliance with the foregoing procedure shall be a condition precedent to the nomination of any Candidate for Governor.³⁵

ARTICLE XV
PARLIAMENTARY PROCEDURE

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.³⁶

These By-Laws were adopted on _____
by the first Board of Governors at Pompano Beach, Florida.

(Corporate Seal)

BREAKERS CONDOMINIUM, INC.

By _____ /S/
President

Attest: _____ /S/
Secretary

³³Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, Page 951.

³⁴Amendment to By-Laws dated April 21, 1981, recorded in Official Records Book 9545, page 951.

³⁵Amendment to By-Laws dated October 30, 1972, recorded in Official Records Book 5046, Page 635.

³⁶Amendment to By-Laws dated January 15, 1968, recorded in Official Records Book 3597, Page 526.