



## **VIRGINIAN APARTMENTS OF POMPANO BEACH, INC**

**370 South Cypress Road  
Pompano Beach, FL 33060  
Office: 954-781-7817 Fax: 954-781-9224**

## **BYLAWS**

REVISED: DECEMBER 28, 1983  
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AMENDED: MARCH 12, 2003  
AMENDED: FEBRUARY 18, 2015

**BYLAWS  
OF  
VIRGINIAN APARTMENTS OF POMPANO BEACH, INC.**

**Article I  
NAME OF CORPORATION**

Section 1: The name of this corporation shall be VIRGINIAN APARTMENTS OF POMPANO BEACH, INC.

Section 2. The principal office of the corporation shall be located at 370 South Cypress Road, Pompano Beach, Florida.

**Article II  
OWNERSHIP – PROPRIETARY LEASES**

Section 1: There shall be no stock certificates issued by the corporation, but instead there shall be 140 proprietary leases issued by the corporation, which proprietary leases shall be issued to each of the owners of the various individual apartments known as VIRGINIAN APARTMENTS OF POMPANO BEACH, INC. The price for the issuance of such proprietary lease shall be the sales cost of the apartment.

Section 2: All proprietary leases shall be signed by the President or Vice President and Secretary or Assistant Secretary and shall be sealed with the corporate seal.

Section 3: The form of the proprietary lease to be issued shall be determined by the Board of Directors of this corporation.

Section 4: Transfers of proprietary leases shall be made only on the books of the corporation and the old lease property endorsed shall be surrendered and canceled before a new lease is issued. All transfers must be made by the holders of a proprietary lease or by their representatives and all of the transfers are subject to the provision of these by-laws.

Section 5: In the case of the loss or destruction of the proprietary lease a new Proprietary Lease shall be issued, only upon the giving of satisfactory proof to the Board of Directors of such loss or destruction. Any new lease shall be plainly marked "duplicate" upon its face.

The corporation shall be entitled to treat the registered holder of any lease as its full owner and unless express notices is given to the corporation of any interest not appearing upon the face of the lease, it shall not be required to recognize such interest.

Section 6: Each lease shall entitle the owner and holder to one vote in the affairs of the corporation.

Section 7: Proprietary Lease Owners may not encumber the leasehold interest with an institutional mortgage.

**Article III  
OWNER'S MEETING**

Section 1: The annual meeting of the owners shall be held at 7:30 p.m. on the third Wednesday of February of each and every year, or at some other date and time as determined by the Board of Directors at 370 South Cypress Road, Pompano Beach, Florida for the purpose of electing directors and to transact such other business as may properly come before the meeting. Directors shall be elected by plurality vote taken by written ballot. It is the intent of this provision to "opt out" of the statutory election procedure found in Section 719.106(1)(d)(5), Florida Statutes. To this end, the Board may establish additional election rules as it deems appropriate to ensure a fair election process.

Section 2: A special meeting of the owners may be called at any time by the President and must be called upon the written request of a majority of the Board of Directors. The President of the corporation or the majority of The Board of Directors shall direct the Secretary of the corporation to personally serve or mail written notices of the meeting to all owners at least fourteen (14) days prior to the date of such meeting. Special meetings shall also be called by the President upon the written request of a majority of the leaseholds. The President, under those circumstances, shall direct the Secretary to personally serve or mail the aforesaid written notices. All notices shall be personally served or mailed to the address of the owner as it appears on the books of the corporation.

Section 3: Each unit shall have one indivisible vote. If multiple persons are named on the Proprietary Lease for a particular unit and cannot agree on a vote, the vote shall not be countered as to the issue upon which the disagreement exists. Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, unit owners may

not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Board members. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile, or equivalent reproduction of a proxy is a sufficient proxy. Shareholders may retroactively cure any alleged defect in a proxy by signing a statement ratifying the shareholder's intent to cast a proxy vote. The use of proxies is to be liberally construed. However, there shall be no proxies allowed in the election of directors, which election shall be conducted by written ballot. Absentee owners may request a written ballot from the Association in writing, prior to the meeting, so as to cast a vote in the election of directors. No quorum requirement is necessary for an election, however at least twenty percent (20%) of leaseholders must cast a ballot in order to have a valid election. No one person may hold more than one proxy. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which they are to be used. An acknowledgment of the proxy shall be made in the minutes of the meeting.

**Section 4:** A quorum for the transaction of the business at the annual or any special meeting shall consist of a majority of the leasehold owners issued and outstanding, represented either in person or by proxy. The owners present at any meeting, although less than a quorum, may adjourn the meeting to a future time. Decisions shall be made by the owners of a majority of the units represented at the meeting at which a quorum is present, unless the bylaws or the Florida Cooperative Act provide otherwise, in which the even the vote required by the bylaws shall control.

**Section 5:** The books of the corporation shall be closed for a period of ten days against any transfer or assignment immediately preceding any meeting of the corporation and only those leasehold owners properly registered prior to that time shall be entitled to vote at the meeting. The books shall again be reopened after the meeting has been finally adjourned.

**Section 6:** Notice of all shareholders' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each unit owner by United States regular mail or by personal delivery, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and ten (10) days as to special meetings. Any shareholder' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per F.S. 719.106(1)(d), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location on the Cooperative Property. Notice of specific meetings may be waived before or after the

Meeting and the attendance of any shareholder (or person authorized to vote for such member) shall constitute such shareholder's waiver of notice of such meeting, except when his (or his authorized representative) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**Section 7:** Action without a meeting. Anything to the contrary herein notwithstanding, to the extend lawful, any action required to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Shareholders may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

#### **Article IV BOARD OF DIRECTORS**

**Section 1:** The property, business and affairs of the corporation shall be managed by a board of seven directors who shall be elected by the owners at the annual meeting by plurality vote. The seven candidates receiving the highest number of votes shall constitute the new board of directors. The directors shall hold office until the next annual meeting or until their successors have been elected.

**Section 2:** The directors shall be elected annually by the owners at the annual meeting and the owner of each apartment shall be entitled to one vote for each vacancy.

**Section 3:** In order to serve as a member of the Board of Directors, a Director must also be an owner, and a transfer by a Director of his/her Proprietary Lease of the apartment formerly owned by the director shall automatically operate as his/her resignation as Director.

**Section 4:** In the event of the vacancy occurring in the Board of Directors for any reason whatsoever, the remaining directors shall appoint one of the owners to serve as a director for the non-expired portion of the term of the dormer director. The appointment for the purpose of filling such vacancy may be held at any regular or special meeting of the Board of Directors.

**Section 5:** The organizational meeting of the Board of Directors shall be held at 370 South Cypress Road, Pompano Beach, Florida or such other place as may be designated in Broward County, Florida following the adjournment of the annual owners' meeting. If a quorum is not present, the meeting shall be recessed until a later date; in which event, written notice of the recessed meeting shall either be mailed to or personally served on each Director by the Secretary of the corporation at least ten (10) days prior to the time fixed for such meeting.

**Section 6:** Special meetings of The Board of Directors shall be held in Pompano Beach, Florida or such other place in Broward County, Florida, as may be called by the President, and his/her absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving notice as hereinafter provided.

**Section 7:** Notice of any special meeting shall be mailed to or personally served on each director by the Secretary at least five (5) days prior to the time fixed for the meeting except in an emergency. All notices of special meeting shall state the purpose of such meeting. The directors may establish a schedule of regular meetings to be held in the clubhouse and not notice shall be required to be sent to the directors of such regular meetings once the schedule has been adopted.

**Section 8:** A quorum for the transaction of business at any annual, regular or special meeting of the directors shall consist of a majority of the members of the Board, but a majority of those present any annual, regular or special meeting shall have the power to adjourn to a future time.

**Section 9:** The directors shall elect the officers of the corporation at the organizational meeting. All officers shall serve at the pleasure of The Board of Directors and may be removed at any time by a simple majority vote of all the directors.

**Section 10:** Any member of the Board may be recalled and removed from the office with or without cause by the vote or the agreement in writing by a majority of all voting interests in accordance with Section 719.106(1)(f), Florida Statutes, as amended from time to time.

**Section 11:** All directors and officers shall serve without salary or compensation.

**Section 12:** Notice to Members of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least forty-eight (48) hours in advance of the meeting for the attention of shareholders, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously as provided in Section 2.3 of these By-Laws not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all shareholders. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of shareholder statements. Board meetings subject to the attorney-client privilege shall not be subject to shareholder observation.

**Section 13:** Board Powers. All of the power and duties of the Association existing under the Florida Corporation Statutes, the Cooperative Act, and the Cooperative Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject to only to the approval by shareholders when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to the following:

(a) To Assess. The Directors shall adopt budgets and make and collect special and periodic assessments against shareholders to defray the costs of the Association. The Association may specially assess individual charges against the shareholders as are authorized by the Cooperative Documents.

(b) To Expand Association Funds. The Directors shall use the proceeds of assessments in the exercise of its power and duties.

(c) To Maintain The Cooperative Property. The Directors shall maintain, repair, replace and operate the property within the Cooperative.

(d) To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the apartments, common area and Association property, and enact rules, policies and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Cooperative Documents.

(e) To Reconstruct After Casualty. The Directors may reconstruct the improvements on the cooperative and association property after casualty and to may further improve the property, as specified in these Bylaws.

(f) To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers of the cooperative shares or the proprietary lease, approve or disapproved of occupancy of the apartments and charge a present fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the sublease of units, the Board may require the posting of a security deposit to protect against damages to the Cooperative or Association property, in the manner provided by lawn.

- (g) To Enforce. The Directors may enforce by legal means the provision of applicable laws and the Cooperative Documents, and to interpret said Cooperative Documents, as the final arbiter of their meaning.
- (h) To Contract. The Directors may contract for management of the Cooperative.
- (i) To Insure. The Directors shall carry insurance for the protection of the unit owners and the Association, pursuant to the requirements contained in Chapter 719, Florida Statutes, as amended from time to time and the underlying ground lease.
- (j) To Pay Utility Bills. The Directors shall pay the costs of all utility services rendered to the Cooperative and not billed to the shareholders.
- (k) To Hire and Discharge. The directors may employ personnel to be paid a reasonable compensation and grant them such duties as seen appropriate for proper administration of the purposes of the Association.
- (l) To Sue and Be Sued. The Directors may bring and defend suits, make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the cooperative property necessary or desirable for proper operation of the Cooperative.
- (m) To Enter Into Contracts for Products and Services. The Association shall engage in competitive bidding as required by the Cooperative act, unless the shareholders representing two-thirds (2/3) of the units vote to "opt-out" of the competitive bidding requirement of Florida Statutes, Section 719.3026, as amended from time to time.

## **Article V OFFICERS**

Section 1: The officers of this corporation shall be a President, Vice-President, a Secretary, an Assistant Secretary, a Treasurer and an Assistant Treasurer, who shall be elected for a term of one year and shall hold office until their successors are duly elected and qualified.

Section 2: All officers must be holders and owners of Proprietary Leases. The offices of Assistant Secretary and Assistant Treasurer may be held by one person. No one shall be eligible to act as both President and Secretary or as President and Treasurer.

Section 3: The President shall be the chief executive officer and shall preside at all Directors' and Owners' meetings and shall have executive powers and shall have general supervision over the affairs of the corporation and other officers. The President shall sign all leases and other written contracts of the corporation with Board approval. He/she shall perform all other duties as are incident to his office, and enforce all the Rules and Regulations and the Bylaws.

Section 4: The Vice-President of the corporation shall perform all the duties of the President in his/her absence and such other duties as may be required of him by the Board of Directors, and enforce all the Rules and Regulations and the Bylaws.

Section 5: The Secretary shall issue notices of all directors' and Owner' meeting and shall attend and keep the minutes of such meetings; shall have charge of all corporate books, records and papers: shall be custodian of the corporate seal, shall attest with his/her signature, and impress with the corporate seal, all proprietary leases and written contracts of the corporation; and shall perform all such duties as are incident to his/her office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 6: The Treasurer shall have custody of all money and securities of the corporation and shall give bond, in such sum and with such sureties as the Directors may require, conditioned upon the faithful performance of the duties of his/her office. The Treasurer shall keep regular books of account and shall submit them, together with all corporate vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require: and shall perform all such other duties as are incident to this office. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

## **Article VI FINANCE**

Section 1: The funds of the corporation shall be deposited in a national or state bank, or a federal savings and loan association doing business in Broward County, Florida, and the funds shall be withdrawn only upon check or order signed by any two or four officers authorized by the Board of Directors. Notes shall be executed only by the President and Treasurer. All interest earned on operating funds shall be available for current operating expenses.

Section 2: For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending on the 31<sup>st</sup> day of December each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 3: A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-76.006, Florida Administrative Code, as amended from time to

time, and with F.S. 719.104(4), as amended from time to time, as determined in the Rule based upon the amount of the Association's budget from time to time.

Section 4: Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in F.S. 719.106(1)(k), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

## **Article VII PROPRIETARY LEASES**

Section 1: The Corporation shall be entitled to issue a total of 140 Proprietary Leases. No leases shall be issued to a firm or corporation. Ownership shall carry with it the right to vote.

Section 2: The holder of a Proprietary Lease who has been approved by the Board of Directors shall be entitled to occupy rights in the apartment covered by the Proprietary Lease pursuant to the Rules and Regulations and Bylaws of this corporation.

Section 3: In order to maintain a community of congenial residents and thus protect the value of the cooperative units, no sale or transfer of a proprietary lease by an owner shall be made without the written permission of the Board of Directors.

Section 4: Subleases shall only be approved for a minimum of ninety (90) days and a maximum of one hundred twenty (120) days where the terms commence in or after November and expire on or before the end of April of the following year. Any persons occupying an apartment in the absence of the owner for a period of thirty (30) consecutive days must notify the Board of Directors, in writing, of the occupancy and provide the Association with such information that the Board reasonably requires, including, without limitation, the names and ages of the occupants, descriptions of vehicles intended to be maintained on the property and the relationship to the owner of the unit.

Section 5: The owner of a Proprietary Lease may transfer Proprietary Lease to his/her apartment only with the consent in writing of the Board of Directors. Should an Owner wish to transfer or sell his/her proprietary lease, he/she shall, before accepting any offer to sell or transfer the Proprietary lease, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he/she wishes to accept, the name and address of the person(s) to whom the proposed sale or transfer of the proprietary lease or sublease is to be made (including all occupants), two bank references and three individual references – local, if possible, and the name and age of any child or children who shall reside in the unit, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association, along with a transfer application fee which shall not exceed the maximum amount permitted by law, to be set by the Board of Directors from time to time. All prospective owners, renters and occupants are required to be approved by the Board of Directors, which includes a background check, and a personal interview. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, acting by a majority thereof, within sixty (60) days after receiving such notice, fee, and such supplemental information as is required by the Board of Directors, shall either consent in writing, in recordable form, to the transaction specified in said notice as hereinafter provided, or by written notice to be delivered to the Owner (or mailed to the place designated by the Owner in his notice), object to the sale or transfer of the Proprietary lease, or renting to the prospective purchaser, tenant or lessee, (including any occupants or change in occupancy), for good cause, which cause need not be set forth in the notice from the Board of Directors. Good cause for denial of an application for ownership or occupancy can include, but is not limited to, the following:

- (i) A person applying to be an owner, tenant or occupant has been convicted of a criminal offense involving violence to persons or property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving lewd or lascivious behavior; or any criminal offense involving illegal substances or prostitution;
- (ii) The application, on its face, or the conduct of the applicant (purchaser, tenant or occupant) indicates that the person seeking approval intends to conduct himself/herself in a manner that is inconsistent with the Condominium Documents, or the ownership, lease or occupancy, itself, if approved, would result in a violation of the Condominium Document;

- (iii) The person applying to be an owner or tenant (including any proposed occupant) has a history of disruptive behavior or disregard for the rights and property of others or the Rules and Restrictions of an Association, as evidenced by his/her conduct in this community as an owner, tenant, occupant or invitee, or in other residences, organizations or associations;
- (iv) The person applying to be an owner or tenant (including any proposed occupant) has failed to fully comply with the approval screening process or has materially misrepresented any fact or information provided in connection therewith;
- (v) The person applying to be an owner or tenant is determined by the Board, pursuant to guidelines established by the Board from time to time, to be financially unable to meet his obligations as an owner or tenant.

Further, the Association may disapprove a sale or transfer of a Proprietary Lease in the event the unit owner is delinquent in the payment of any monetary obligation to the Association.

The failure to approve a proposed transfer or sale of a proprietary lease shall not in any way require the Association to purchase said unit or exercise a right of first refusal.

Section 6: In order to sublease his/her apartment and owner must obtain the express written consent to the Board of Directors. Should an Owner wish to sublease or rent his/her unit he/she shall, before accepting any offer Sublease a unit, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he/she wishes to accept, the name and address of the person(s) to whom the proposed sale sublease is to be made (including all occupants), two bank references and three individual references – local, if possible, and the name and age of any child or children who shall reside in the unit, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association, along with a transfer application fee which shall not exceed the maximum amount permitted by law, to be set by the Board of Directors from time to time All prospective renters and occupants are required to be approved by the Board of Directors, which includes a background check, and a personal interview. The Board of Directors of the Association-is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, acting by a majority thereof, within sixty (60) days after receiving such notice, fee, and such supplemental information as is required by the Board of Directors, shall either consent in writing, in recordable form, to the transaction specified in said notice as hereinafter provided, or by written notice to be delivered to the Owner (or mailed to the place designated by the Owner in his notice), object to the sublease or to the prospective, tenant or lessee, (including any occupants or change in occupancy), for good cause, which cause need not be set forth in the notice from the Board of Directors. Good cause for denial of an application for rental or occupancy can include, but is not limited to, the following:

- (i) A person applying to be an owner, tenant or occupant has been convicted of a criminal offense involving violence to persons or property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving lewd or lascivious behavior; or any criminal offense involving illegal substances or prostitution;
- (ii) The application, on its face, or the conduct of the applicant (purchaser, tenant or occupant) indicates that the person seeking approval intends to conduct himself/herself in a manner that is inconsistent with the Condominium Documents, or the ownership, lease or occupancy, itself, if approved, would result in a violation of the Condominium Document;
- (iii) The person applying to be an owner or tenant (including any proposed occupant) has a history of disruptive behavior or disregard for the rights and property of others or the Rules and Restrictions of an Association, as evidenced by his/her conduct in this community as an owner, tenant, occupant or invitee, or in other residences, organizations or associations;
- (iv) The person applying to be an owner or tenant (including any proposed occupant) has failed to fully comply with the approval screening process or has materially misrepresented any fact or information provided in connection therewith;



- (v) The person applying to be an owner or tenant is determined by the Board, pursuant to guidelines established by the Board from time to time, to be financially unable to meet his obligations as an owner or tenant.

Further, the Association may disapprove a sublease or renewal of a sublease in the event the unit owner is delinquent in the payment of any monetary obligation to the Association. In the event an owner becomes delinquent in the payment of any monetary obligation during a rental period, the Association may require that the tenant pay all rent to the Association until the delinquency is paid in full and may evict the tenant, in the same manner as if it was the lessor, for failure to comply with any such demand for rent.

The failure to approve a proposed sublease shall not in any way require the Association to exercise a right of first refusal.

It shall be the Shareholder's obligation to furnish the sublessee/tenant with a copy of all Cooperative Documents. Each sublease, or addenda attached thereto, shall contain an agreement of the sublessee/tenant shall comply with the Cooperative Documents; shall provide or be deemed to provide that any violations of the Cooperative Documents shall constitute a material breach of the sublease; shall contain a provision appointing the Association as agent for the Shareholder so the Association may act on behalf of the Shareholder to enforce the lease, evict the lessee, or otherwise take legal action against the tenant and/or occupant. The Shareholder shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said sublease or any of the foregoing provisions. The shareholder shall have a no delegable duty to bring his or her tenant's conduct in compliance with the Cooperative Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Shareholder fails to bring the conduct of the tenant into compliance with Cooperative Documents, the Association shall then have the authority to act as agent of Shareholder to undertake whatever action is necessary to abate the tenant's noncompliance with the Cooperative Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fee, including attorney's fees, from the shareholder which shall be secured by assessment and lien in the same manner as common expense charges. All new occupants of a unit, that will occupy an apartment for more than 30 day is a one year period, must be approved for occupancy by the Board of Directors in writing prior to commencement of occupancy. Should an Owner wish to any change in occupancy, he/she shall, before permitting a change in occupancy, deliver to the Board of Directors of the Association, a written notice containing the name and address of the person(s) that is the proposed new occupants, two bank references and three individual references – local, if possible, and the name and age of any child or children who shall reside in the unit, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association, along with an application fee which shall not exceed the maximum amount permitted by law, to be set by the Board of Directors from time to time. All prospective occupants are required to be approved by the Board of Directors, which includes a background check, and a personal interview. The Board of Directors of the Association-is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, acting by a majority thereof, within sixty (60) days after receiving such notice, fee, and such supplemental information as is required by the Board of Directors, shall either consent in writing, in recordable form, to the transaction specified in said notice as hereinafter provided, or by written notice to be delivered to the Owner (or mailed to the place designated by the Owner in his notice), object to the change in occupancy), for good cause, which cause need not be set forth in the notice from the Board of Directors. Good cause for denial of an application for ownership, rental or occupancy can include, but is not limited to, the following:

- (i) A person applying to be an owner, tenant or occupant has been convicted of a criminal offense involving violence to persons or property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving lewd or lascivious behavior; or any criminal offense involving illegal substances or prostitution;
- (ii) The application, on its face, or the conduct of the applicant (purchaser, tenant or occupant) indicates that the person seeking approval intends to conduct himself/herself in a manner that is inconsistent with the Condominium Documents, or the ownership, lease or occupancy, itself, if approved, would result in a violation of the Condominium Document;
- (iii) The person applying to be an owner or tenant (including any proposed occupant) has a history of disruptive behavior or disregard for the rights and property of others or the Rules and Restrictions of



an Association, as evidenced by his/her conduct in this community as an owner, tenant, occupant or invitee, or in other residences, organizations or associations;

- (iv) The person applying to be an owner or tenant (including any proposed occupant) has failed to fully comply with the approval screening process or has materially misrepresented any fact or information provided in connection therewith;
- (v) The person applying to be an owner or tenant is determined by the Board, pursuant to guidelines established by the Board from time to time, to be financially unable to meet his obligations as an owner or tenant.

**Section 7:** All new occupants of a unit, that will occupy an apartment for more than 30 day is a one year period, must be approved for occupancy by the Board of Directors in writing prior to commencement of occupancy. Should an Owner wish to any change in occupancy, he/she shall, before permitting a change in occupancy, deliver to the Board of Directors of the Association, a written notice containing the name and address of the person(s) that is the proposed new occupants, two bank references and three individual references – local, if possible, and the name and age of any child or children who shall reside in the unit, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association, along with an application fee which shall not exceed the maximum amount permitted by law, to be set by the Board of Directors from time to time. All prospective occupants are required to be approved by the Board of Directors, which includes a background check, and a personal interview. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, acting by a majority thereof, within sixty (60) days after receiving such notice, fee, and such supplemental information as is required by the Board of Directors, shall either consent in writing, in recordable form, to the transaction specified in said notice as hereinafter provided, or by written notice to be delivered to the Owner (or mailed to the place designated by the Owner in his notice), object to the change in occupancy), for good cause, which cause need not be set forth in the notice from the Board of Directors. Good cause for denial of an application for ownership, rental or occupancy can include, but is not limited to, the following:

- (i) A person applying to be an owner, tenant or occupant has been convicted of a criminal offense involving violence to persons or property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving lewd or lascivious behavior; or any criminal offense involving illegal substances or prostitution;
- (ii) The application, on its face, or the conduct of the applicant (purchaser, tenant or occupant) indicates that the person seeking approval intends to conduct himself/herself in a manner that is inconsistent with the Condominium Documents, or the ownership, lease or occupancy, itself, if approved, would result in a violation of the Condominium Document;
- (iii) The person applying to be an owner or tenant (including any proposed occupant) has a history of disruptive behavior or disregard for the rights and property of others or the Rules and Restrictions of an Association, as evidenced by his/her conduct in this community as an owner, tenant, occupant or invitee, or in other residences, organizations or associations;
- (iv) The person applying to be an owner or tenant (including any proposed occupant) has failed to fully comply with the approval screening process or has materially misrepresented any fact or information provided in connection therewith;
- (v) The person applying to be an owner or tenant is determined by the Board, pursuant to guidelines established by the Board from time to time, to be financially unable to meet his obligations as an owner or tenant.

**Section 8:** Right of First Refusal. Any attempt to sublease, sell or transfer a Proprietary Lease without the prior offer to and written approval of Association shall be deemed a breach of this Bylaws, shall be wholly null and void, and shall confer no title or interest whatsoever upon any unapproved transferee.

Should a Unit Owner wish to sell, lease or transfer his/her Proprietary Lease, including any change in occupancy, such Owner shall deliver to the Board of Directors of the Association, by certified mail return receipt requested or hand delivery to the President or Secretary of the Association, a written notice containing the terms of any bona fide offer received and accepted, the name and address of the person(s) to whom the proposed sale, lease,

or transfer is to be made, a fully completed application, a fee which shall not exceed the maximum amount permitted by law, to be set by the Board from time to time, and all other information and documentation as may be reasonably required by the Board of Directors of the Association (the "Notice").

Within sixty (60) working days after receiving such Notice including such supplemental information as is reasonably required by the Board of Directors, the Association shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or an alternate transferee satisfactory to the Board of Directors of the Association, willing to purchase or lease the Unit upon terms as favorable to the Unit Owner as specified in the Unit Owner's Notice,

The stated designee of the Board of Directors shall have ten (10) days from the date of the notice sent by the Board of Directors within which to make the binding offer to purchase or lease the Unit. Thereupon, the unit owner shall accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. The stated designee may have thirty (30) days from the approval of such sale by the Association within which to close upon the sale of the Unit. Failure of the Board of Directors to designate a transferee or failure of such designee to make such offer within the said ten (10) day period, shall be deemed consent by the Board of Directors to the transaction specified in the Owner's Notice, unless the proposed transfer is denied for good cause, as set forth in these bylaws

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser or lessee. No conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

Section 9: The Secretary of the corporation shall maintain a register in the corporation office showing the owners and holders of all Proprietary Lease together with a list of any approved subleases of the apartments.

Section 10: An application for transfer of a Proprietary Lease or the initial sublease of any apartments shall be accompanied by an application fee which shall not exceed the maximum amount permitted by law, to be set by the Board of Directors from time to time.

Section 11: Any apartment located in the apartment buildings owned by Virginian Apartments of Pompano Beach, Inc. may only occupied as a single family residence by an approved resident owner and those persons who were to permanently occupy the Apartment with the record proprietary leaseholder at the time the proprietary lease was acquired and who were approved by the Board at the time the record proprietary lease was approved or who have been screened and approved as tenants / lessees of the record proprietary leaseholder. Any time after the original approval, any person or persons regardless of their relationship to the Apartment Owner(s), desiring permanent occupancy must be approved by the Board. As used in these bylaws and elsewhere in the Cooperative Documents, "family", or words of similar import shall be defined as 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 single housekeeping unit. It may also be occupied temporarily by house guests when the owner or a member of the owner's family is in the residence, when the house guest is paying no remuneration to the owner for his/her use of the apartment. Provided, however, that occupancy by house guests, shall not exceed ninety (90) days in the aggregate in any twelve (12) month period. House guests are prohibited in the absence of the owner, unless the house guest is the sibling, parent, grandparent, child or grandchild of the owner, in which case guest occupancy shall be limited to a period of less than thirty (30) days in the aggregate in any twelve (12) month period. Subtenants shall not allow house guests to occupy the unit in their absence.

Section 12: Disapproval of Transfers. Approval of the Association for a transfer or sale of the unit and/or proprietary lease shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

- (a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with Cooperative Documents.
- (b) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.
- (c) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts and/or the Board of Directors determines that the applicant does not have financial resources (assets and/or income) sufficient to satisfy the obligations of the proprietary lease or bylaws.
- (d) The shareholder allows a prospective owner/occupant to take possession of the premises prior to approval by the Association as provided for herein.

(e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this cooperative as a subtenant or occupant of a unit.

(f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(g) All assessments, fines and other charges against the unit or the shareholder have not been paid full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

Section 13: Right of First Refusal, Duty to Provide Alternate Purchaser. Except provided herein, if the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. Should transfer be rejected on the grounds for disapproval set forth above, the Association's right of first refusal shall be optional. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by to qualified real estate appraisals from current cooperative prices in Broward County, one appraiser will be selected by the selling owner and the other selected by the Association. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer shall be within thirty (3) days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

## **Article VIII ASSESSMENTS**

Section 1: A proposed budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Cooperative, as provided by F.S. 719.106(1)(j), as amended from time to time. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be common expenses under these Bylaws. The proposed budget shall include reserves per F.S. 719.106(1)(j)2., as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year. A copy of the proposed annual budget shall be mailed or delivered to the unit owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

The formula to be used by the Board of Directors in prorating the above assessments is hereby classified into apartment types. There are seven classes of apartment designated as follows:

### **APARTMENT TYPE A**

105	106	205	206	305	306	402	405	406
410	422	430	505	506	605	606	705	706

### **APARTMENT TYPE B**

125	126	225	226	325	326	425	426	525
526	625	725	726					

### **APARTMENT TYPE C**

121	122	129	130	221	222	229	230	321
322	329	330	421	429	521	522	529	530
621	622	629	630	721	722	729	730	

### **APARTMENT TYPE D**

101	102	109	110	210	212	209	210	301
302	309	310	401	409	501	502	509	510
601	602	609	610	701	702	709	710	

### **APARTMENT TYPE E**

123	124	127	128	223	22	227	228	323
324	327	328	423	424	427	428	523	524
527	528	623	624	627	628	723	724	727
								728

#### APARTMENT TYPE F

103	104	107	108	203	204	207	208	303	
304	307	308	403	404	407	408	503	504	
507	508	603	604	607	608	703	704	707	708

Section 2: All assessments paid by individual owners shall be utilized by the corporation in paying the obligations of the corporation as authorized by the Board of Directors. Any excess of moneys received from assessments paid by individual owners and held by the corporation at the conclusion of its taxable year shall be used by the corporation to apply against future expenses of the corporation.

Section 3: Regular assessments are due on the first of the month and must be received in the office not later than the seventh of that month. Special assessments are due on the date specified in the notice and must be received in the office not later than the seven days after the date due. The Association shall have the right to accelerate assessments of a shareholder delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of the lien was filed. In addition to regular and special assessments for the expenses of the corporation as set forth above, the Association shall have the right to levy special charges against a shareholder for costs or expenses incurred by the Corporation that are directly attributable to the acts or omissions of the owner or any of the occupants of the unit to which the owner's proprietary lease applies. Such charges, along with the late fees, interest, costs and attorney's fees shall be secured by a contractual and common law lien upon the unit (proprietary lease) and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

Section 4: Each owner shall pay real estate taxes directly to the Revenue Collection Division of Broward County Courthouse before the date they become delinquent. If taxes are not been paid by any apartment owner before the date they become delinquent, the Board of Directors shall pay the taxes and place a lien on the apartment.

#### Article IX DEFAULT FOR NONPAYMENT OF ASSESSMENTS

Section 1: In the event an assessment is not paid or any other sum or charge required to be paid by an owner is not paid within thirty (30) days from the date notice of it is mailed, the corporation may treat such failure to pay as intentional, inexcusable and a material breach of the apartment lease, and thereupon the corporation, by a second notice in writing, transmitted to the apartment owner by certified mail, and its option, at least thirty (3) days after the mailing of such second notice, may declare the lease terminated and without further force and effect unless such default within such period has been removed. The corporation may then offer for sale a substitute lease for the apartment unit at an amount determined by the Board of Directors to be its fair market value.

Upon sale of the substitute lease, the corporation shall pay to the owner the amount of the disposal price less any unpaid assessments or charges accrued to the date of disposition, plus the costs of sale and a reasonable broker's commission, and the estimated cost of placing the apartment unit, covered by the lease, in suitable condition, for the new lease. The offering of a substitute lease shall be limited to persons qualified for membership.

Section 2: In the event that an assessment is not paid and the lease has been terminated for nonpayment by the owner of any sums due, as provided for, the owner or any person or persons in possession or through the right of the owner shall promptly quit and surrender the apartment to the corporation in good repair, ordinary wear and tear excepted, and the corporation shall have the right to re-enter and repossess the apartment without any addition notice being given to vacate the apartment or to quit its possession.

Section 3: Payments for assessments not received on or before the date due shall accrue interest at the highest rate allowed by law. In addition, in the event that an owner fails to pay any assessment when due, a penalty of \$25.00 per occurrence may be assessed at the discretion of the Treasurer. A notice in writing will be sent to the unit owner stating the amount due including penalty. If not paid, a lien may be placed on the apartment and the claim of the lien secures the late fee(s), interest, costs and attorney's fees in addition to the delinquent assessment or charge first due. Any payments made to the Association shall be first applied to the interest, then to any late fees or charges, then to any costs or attorney's fees, then to the delinquent assessment first due, notwithstanding any restrictive endorsement or designation on or accompanying payment.

Section 4: In addition to all the other remedies afforded it, the corporation shall have a lien against the owner's Proprietary Lease to the extent of any sums due the corporation that are not paid when due, which lien shall be superior to the right of the owner or any person in possession under that owner. If the sums are not paid within thirty (30) days after they are due and payable to the corporation, the corporation, at its option may proceed to foreclose the lien in the Circuit Court of Broward County, Florida, in the same manner as mortgage liens are foreclosed in the State of Florida, and the corporation shall be entitled to receive, in addition to any sums of principle due to late charges, all its costs and its reasonable attorney's fees incurred in connection with the

foreclosure. The corporation shall be entitled to bid at any sale held pursuant to the foreclosure decree and to apply against the bid all sums due the corporation for principle or late charges.

## **Article X**

### **DEFAULT FOR REASONS OTHER THAN FOR NONPAYMENT OF ASSESSMENTS**

**Section 1:** In the event of a violation by the owner or lessee or any other person or persons in possession by or through the owner of any of the provisions of the owner's Proprietary Lease Certification of Incorporation, Bylaws or Rules or Regulations of the corporation, other than the payment of assessments, the corporation, by the direction of its Board of Directors, may notify the apartment owner by written notice of such breach transmitted by certified mail, and if such violation shall continue for a period of thirty (30) days from the date of the owner's notice of the existence of such violation the corporation shall have the right to treat such violation as intentional, inexcusable and material and therefore the corporation, by a second notice in writing transmitted in the same manner as the first notice, as its option, at least thirty (30) days after the mailing of such second notice, may either require the owner or lessee to quit and surrender the apartment unit or declare the lease terminated and without further force and effect and offer for sale a substitute lease upon the same terms and condition as in the case where the lessee's default was for nonpayment of any sums, charges or assessments required to be paid under this lease, as set forth in Article IX of these Bylaws.

**Section 2:** In the event that the Board of Directors should elect to cancel or terminate the lease on thirty (30) days written notice to the lessee or any other person or persons in possession by or through the owner for a violation or the provision of Section 1, the owner, lessee or any other person or persons in possession by or through the owner shall promptly quit and surrender the apartment to the corporation in good repair ordinary wear and tear expected, and the corporation shall have the right to re-enter and repossess the apartment without additional notice being given to vacate the apartment or to quit its possession.

In the event that an owner, or any other person or persons in possession by or through the right of the owner, shall fail to vacate the apartment upon the termination of the lease as aforesaid, the corporation may bring such action or actions as may be necessary under the laws of the State of Florida to effect an eviction of the owner or other person and regain possession of the apartment. In this connection, all of the applicable provisions of Chapter 82 and 83, Florida Statutes, are incorporated by reference and made a part of these bylaws.

**Section 3:** In case any sub-lessee or any member of his/her family shall violate any of the bylaws or rules and regulations adopted by the corporation or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rule and regulations of Southeastern Underwriter's Association for the prevention of fire or he/she or any member of his/her family shall do or suffer to be done upon the leased premises the Board of Directors shall have the right to terminate the sub-lease by giving to the occupant at the apartment written notice, either through the United States mails directed to any member of his/her family to vacate the premises within ten (10) days.

The sub-lessee forthwith shall vacate the leased premises within ten (10) days as set forth in the notice. In the event the sub-lessee should fail to vacate the premises within ten (10) days, the Corporation may bring such proceedings as are provided or may be applicable pursuant to the provisions of Chapters 82 and 83 of the Florida Statutes to evict sub-lessee and the statutes are incorporated by reference and made a part of these bylaws.

The decision to oust the sub-lessee shall be in the sole discretion of the Board of Directors, as the purpose behind this provision is to ensure that occupants of the apartment building owned by the corporation conduct themselves and their households in a manner that will maintain the high standards of a first-class apartment building.

Any sub-lessee accepting a sublease to any apartment unit shall be bound by these provisions as though they were fully set forth in the sublease and shall have no defense either in law or in equity to such eviction proceedings.

**Section 4:** Fines. The Board of Directors shall levy a fine, against the owner not to exceed \$100.00 per violation, or such other sum as may be allowed by law, for each violation by the owner, or his subtenants, guests or visitors, of the proprietary lease, Articles, Bylaws, or rules and regulations, and a separate fine for each repeated or continued violation provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violation if substantially similar to the initial violation for which notice and a hearing was provided. The board of directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

**Section 5:** Enforcement of Maintenance. If after reasonable notice the Owner fails to maintain the Unit or its appurtenant Common area, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Common area with or without notice to or consent of the Owners or subtenant, to repair, replace, or maintain any

item which is necessary in the business judgment of the Board of Directors. Any expenses incurred by the Association in performing work within the Unit is authorized by these Bylaws shall be charged to the Owner and assessed against the Unit, together with reasonable attorney's fees and other expenses of collections, if any.

Section 6: Negligence. Damage caused by condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Units, or personal property made necessary by his act or negligence, or by that of any Member of his family or his guests, employees, agents, or subtenants. Each Owner has a duty to maintain his Unit, or any Common area appurtenant to the Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common area, Association property or property within other Units, the Owner shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but not obligated to repair the damage with the prior consent of the Owner. In the event such payment is not made by the Unit Owner, after demand by the Association, such cost shall thereupon become a lien upon the unit and maybe collected and enforced in the same manner as Assessments as provided in this Declaration. An Owner shall similarly be responsible to reimburse other owners for damage to their units if the Owner has caused the damage as set forth herein.

Section 7: Attorney's Fees. All costs and reasonable attorney's fees incurred by the Association in enforcement of any provision of these Bylaws, the proprietary lease or the Rules and Regulations (whether litigation is instituted or not and which include, but is not limited to pre-litigation fees and costs through trial and appeal, as well as fees and costs associated with administrative or arbitration proceedings, negotiation or settlement) may be specially assessed against the Owner. Such assessment shall have the same force and effect as any assessment for common expenses. This provision is intended to be in addition to any rights to recover attorney's fees or costs provided by the Florida Cooperative Act.

Section 8: All the enforcement powers or remedies upon default provided herein are cumulative and in addition to each other, any remedies set forth in the proprietary lease, Articles or Cooperative Act.

## **Article XI AMENDMENTS TO BYLAWS AND CERTIFICATE OF INCORPORATION**

Section 1: The Bylaws of Certificate of Incorporation may be altered, amended or repealed at any regular or special meeting of the owners by a simple majority of all the outstanding Proprietary Lease of the corporation, provided that the notice of the owners' meeting has been sent in accordance with the provisions of Article III, Section 2 of these bylaws. The notice must advise the owners of the general nature of the proposed alteration, amendment or repeal.

Amendments may be proposed by the Board of Directors acting upon a vote of the majority of the directions or by a written instrument signed by a majority of the owners. At any meeting held to consider any amendment, the written vote of any owner shall be recognized, if such owner is not in attendance by proxy, provided such written vote is delivered to the Secretary prior to such meeting.

Section 2: Anything in the bylaws to the contrary notwithstanding, the owner's Proprietary Lease, Bylaws or Certificates of Incorporation may not be altered, amended or repealed so as to change the formula for assessments to be levied against any owner or so to change in any way the owner's equity assigned to each of the apartment units or so as to change the voting rights of any owner.

## **Article XII SALE, PURCHASE, LEASE, EXCHANGE OR MORTGAGE OF CORPORATE PROPERTY AND CONSOLIDATION, MERGER OR DISSOLUTION OF THE CORPORATION**

Section 1: The property belonging to the corporation shall not be sold, leased, exchanged or mortgaged as an entirety without the approval by vote or written consent of three-quarters of all the owners of Proprietary Lease. No additional real property shall be purchased or leased by the corporation without the approval by vote or written consent of three-quarters of all the owners of Proprietary Lease.

Section 2: The consolidation, merger or dissolution of the corporation shall be governed by the applicable laws of the State of Florida in existence at the time such action is taken.

### **Article XIII OWNERS' EQUITY**

**Section 1:** Each owner of an apartment shall have equity in accordance with the equity assigned to the apartment type owned by said owner as follows:

1. Owners of Apartment Type A shall have equity of .005655
2. Owners of Apartment Type B shall have equity of .006291
3. Owners of Apartment Type C shall have equity of .006786
4. Owners of Apartment Type D shall have equity of .006927
5. Owners of Apartment Type E shall have equity of .008059
6. Owners of Apartment Type F shall have equity of .008200
7. Owners of Apartment Type G shall have equity of .005123

**Section 2:** The interest of each proprietary lessee or member in the land acquired pursuant to deed from H.T. Mangurian Jr., et us, shall be divided among the 140 units (i.e., 1/140<sup>th</sup> each)

### **Article XIV MISCELLANEOUS**

**Section 1:** Inasmuch as the Virginian Apartments of Pompano Beach is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods as provided in the Association Documents or rules and regulations promulgated by the Board. Each of the Apartments shall be intended and operated for occupancy by at least one person fifty-five (55) years of age or older. No permanent occupancy of any unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55), unless at least one person aged fifty-five (55) or older is also resident in the unit. Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the community, providing the said exceptions shall not be permitted in situations where the granting of a hardship exception would results in less than eighty percent (80%) of the units in the Virginian Apartments community having less than one resident fifty-five (55) years of age or older, it being the intent that at lease eighty percent (80%) of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who do not meet the criteria established herein. Permanent occupancy or residency may be defined in the Rules and Regulations of the Association as may be promulgated by the Board.

**Section 2:** Each owner of an apartment on the second floor, at his/her expense, shall ensure that all rooms or spaces in his/her apartment are fully carpeted, except bathrooms, kitchens, porches, terraces, and closets. Upon written approval by the Board of Directors, a second floor unit may install flooring other than carpeting provided that appropriate soundproofing material is applied. In the event that the Association approves flooring other than carpeting, the Shareholder shall notify the Association at least 2 business days prior to the completion of the installation of the flooring. The Association shall have the right, but not the obligation, to inspect the unit for appropriate soundproofing. The failure of the shareholder to install soundproofing, the failure to provide the Association with notice required above, or the failure to permit the Association to inspect for appropriate, shall require the Shareholder at his or her sole expense to remove all non-carpeted flooring.

**Section 3:** No air conditioning units, in addition to those installed by the developer, will be permitted.

**Section 4:** No pets shall be allowed on the premises except miniature fish normally kept in a home aquarium and caged domestic birds of a type normally kept in a residence, except parrots and myna birds, which are specifically excluded.

**Section 5:** No awnings, hurricane shutters, jalousies, screens or other type of enclosures maybe installed without the specific permission of the Board of Directors of the Virginian Apartments of Pompano Beach, Inc.

**Section 6:** Once a parking space has been assigned to an owner, it may not be revoked without written permission of the owner.

**Section 7:** Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation of these Bylaws.



**Article XV  
INDEMNIFICATION**

**Section 1:** The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that his is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless a court competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnities, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he has reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

**Section 2:** To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this provision, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**Section 3:** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this provision.

**Section 4:** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him/her and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

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