

82-157806



I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of OAKRIDGE "V" CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on May 19, 1982, as shown by the records of this office.

The charter number of this corporation is 739028.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
21st day of May, 1982.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone  
Secretary of State

JUN 15 9 03 AM '82

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Handwritten initials, possibly "JFK", in the bottom right corner of the page.

AMENDMENTS TO ARTICLES OF INCORPORATION

OAKRIDGE "V"

OF

CONDOMINIUM ASSOCIATION, INC.

FILED  
MAY 19 2 53 PM '82  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Incorporation of the above-named Condominium Association, recorded in Official Records Book 7153, Page 207, of the Public Records of Broward County, Florida are amended as follows:

Article IV 2 (e) shall read as follows:

To enforce the provisions of said DECLARATION OF CONDOMINIUM, these ARTICLES OF INCORPORATION, the BY-LAWS of the ASSOCIATION and the RULES AND REGULATIONS governing the use of said CONDOMINIUM including but not limited to any provision for the levying, enforcement and collection of fines as may be provided for in the BY-LAWS of the ASSOCIATION.

Article IV 2 (i) (new):

To merge with other condominium associations and to delegate such powers to a common entity as may be necessary for the civil and legal protection and enforcement of the rights and remedies of the ASSOCIATION in an appropriate and expedient manner.

Article V 1 shall read as follows:

~~The owners of all UNITS in the CONDOMINIUM and the~~  
~~Subscribers of this Certificate of Incorporation shall~~  
~~be members of the ASSOCIATION, shall be over eighteen~~  
~~(18) years of age and use such UNITS as their single~~  
~~family residences for themselves, their immediate~~  
~~families, i.e., spouse, parents, children and grand-~~  
~~children, guests and invitees, in compliance with~~  
~~Article 9.1 of the DECLARATION OF CONDOMINIUM, and no~~  
~~other person or persons shall be entitled to membership~~  
~~except as provided in item 4 of this Article V. Member-~~  
~~ship of the Subscribers shall terminate upon the SPONSOR~~  
~~being divested of all units in the Condominium and~~  
~~control of the Association is turned over to the members.~~

Article V (4) is deleted in its entirety.

Article VIII, paragraph 1 shall read as follows:

The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of no less than three (3) and no more than seven (7) Directors, which number shall be determined by the members at a special meeting prior to the Annual Meeting of the members. Directors must reside in Century Village, Deerfield Beach, Florida for at least nine (9) months each year but need not be members of the ASSOCIATION.

Article XIII shall read as follows (substantial rewording of Article. See Article XIII for present text):

Amendments to these ARTICLES may be proposed and adopted in the manner set forth for amendments to the BY-LAWS as set forth in the BY-LAWS of the ASSOCIATION and all rights conferred upon members herein are granted subject to this reservation and its lawful exercise.

REF 10242 PAGE 833

✓

The above amendments were duly adopted by the members of the subject Condominium Association in accordance with the requirements of the Declaration of Condominium and By-Laws of said Association and appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 5<sup>th</sup> day of January, 1982

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

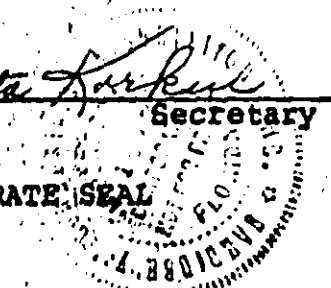
Alfred Korken  
Paul [Signature]

OAKRIDGE "V" CONDOMINIUM  
ASSOCIATION, INC.

BY: [Signature]  
President

ATTEST: Augusta Korken  
Secretary

CORPORATE SEAL



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

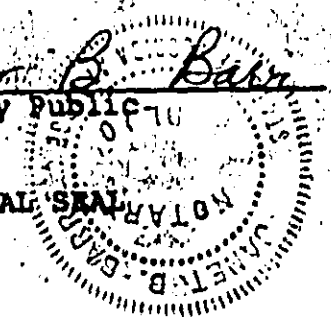
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 1982, by Bernard [Signature] and Augusta Korken respectively, as President and Secretary of OAKRIDGE "V" CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 6, 1984  
Boca Raton Fidelity Insurance Inc.

James B. Barr  
Notary Public

NOTARIAL SEAL



THIS INSTRUMENT PREPARED BY:

HENRY B. HANDLER, ESQ.  
SACHS & WEISS, P. A.  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

AMENDMENTS TO DECLARATION OF CONDOMINIUM AND BY-LAWS

OAKRIDGE "V" <sup>OF</sup>

CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium of OAKRIDGE "V" CONDOMINIUM, a condominium, recorded in Official Records Book 7153, Page 138, of the Public Records of Broward County, Florida, and By-Laws of OAKRIDGE "V" CONDOMINIUM ASSOCIATION, INC., recorded in Official Records Book 7153, Page 212, of the Public Records of Broward County, Florida, are amended as follows:

DECLARATION OF CONDOMINIUM

Articles 2.2, 3.34, 3.35, 12.9, and 16.2(c) are deleted in their entirety.

Article 3.10, COMMON EXPENSES, shall read as follows (substantial rewording of Article. See Article 3.10 for present text):

"COMMON EXPENSES" means the expenses for which the UNIT OWNERS are liable to the ASSOCIATION. COMMON EXPENSES shall include but not be limited to, expenses of administration, maintenance, operation, repair or replacement of the COMMON ELEMENTS and of portions of UNITS to be maintained by the ASSOCIATION, all other expenses declared COMMON EXPENSES by provisions of this DECLARATION and fines as provided for in the BY-LAWS.

Article 3.33, MANAGEMENT FIRM, shall read as follows (substantial rewording of Article. See Article 3.33 for present text):

"MANAGEMENT FIRM" means the entity with which the ASSOCIATION has contracted for the management of the CONDOMINIUM PROPERTY.

Article 4.3, AUTOMOBILE PARKING AREAS, shall read as follows:

After the filing of this DECLARATION, there shall be assigned to each UNIT the exclusive right to use one automobile parking space. Such parking space shall be used only by the owner of such UNIT and such owner's guests and invitees, and shall constitute LIMITED COMMON ELEMENTS for the use and benefit of said UNIT. The assignment of such parking space shall be made by either the SPONSOR and/or the ASSOCIATION and the assignment thereof shall be final except that the ASSOCIATION through its BOARD shall retain the authority to re-assign such parking spaces where same interfere with, encumber or otherwise impede the ingress and egress of pedestrians, emergency vehicles or the accommodation of disabled, handicapped or incapacitated UNIT OWNERS to park in the vicinity of their UNITS. At the time of assignment, the parking spaces shall convert

from unassigned LIMITED COMMON ELEMENTS as shown on Exhibit 1, to assigned LIMITED COMMON ELEMENTS, subject to the provisions hereof. Use of the parking spaces not assigned to a UNIT and re-assignment or conveyance of all parking spaces shall be as provided in this instrument and the BY-LAWS and-the-MANAGEMENT-AGREEMENT.

Article 5.2, COMMON ELEMENTS CONVEYANCE, shall read as follows (new):

The undivided interest in the COMMON ELEMENTS and COMMON SURPLUS is declared to be appurtenant to each UNIT and shall not be deemed conveyed, devised, encumbered or otherwise dealt with separately from said UNIT even though such individual interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with the UNIT.

Article 5.3, EXCHANGE OF PARKING SPACES, shall read as follows (new):

UNIT OWNERS may, with the consent of the ASSOCIATION and the INSTITUTIONAL MORTGAGEES having mortgages on the UNITS concerned, if any, exchange with each other the LIMITED COMMON ELEMENTS constituting an exclusive parking space, provided, however, that there must always remain appurtenant to each UNIT one such exclusive parking space. The exchange will be noted on the records of the ASSOCIATION.

Article 8.3(a), POWERS OF ASSOCIATION, shall read as follows (new):

In addition to the powers enumerated in Article 8.3, the ASSOCIATION shall also have the power to levy and collect fines, to merge with other condominium associations and to delegate such powers to a common entity as may be deemed necessary for civil and legal protection and enforcement of the rights and remedies of the ASSOCIATION in an appropriate and expedient manner.

Article 9.1, RESIDENTIAL USE, shall read as follows:

Each UNIT is hereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests and invitees. Permanent occupancy shall be limited to no more than three persons per one bedroom unit and no more than four persons per two bedroom unit.

Article 9.7, VENDING MACHINES, shall read as follows:

~~Subject to the provisions of the MANAGEMENT AGREEMENT,~~ the ASSOCIATION shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines, including but not limited to, washing machines, dryers, dry cleaning machines and machines of an allied nature and the exclusive right to offer services for off-premises dry cleaning, laundry, pressing and tailoring and other allied services within the CONDOMINIUM PROPERTY on areas designated

for such services. No UNIT OWNER shall, unless authorized in writing by SPONSOR ASSOCIATION, ~~or incorporated within the unit by SPONSOR~~ install, operate or maintain a washing machine and/or dryer within the confines of his UNIT.

Article 12.1(b), LEASE, shall read as follows:

No UNIT OWNER may dispose of a UNIT or any interest in a UNIT by lease or allow the occupancy thereof without approval of the lessee or occupant by the ASSOCIATION. No lease may be made for less than a three month consecutive period, but only one such lease may be made within any twelve month consecutive period, nor shall any transient accommodations be provided. Leasing of UNITS as a regular practice or business, investment, speculative or other such purposes is prohibited, except that the BOARD may approve such leasing in special situations, to avoid undue hardship or difficulties in the event of total compliance with all conditions of Article 12 hereof.

Article 12.3(a), NO REQUEST FOR SUBSTITUTE, shall read as follows:

If the proposed transaction is not approved and the UNIT OWNER has made no demand for providing a substitute purchaser or lessee within fifteen days, the ASSOCIATION shall deliver a certificate of disapproval executed in accordance with the BY-LAWS of the ASSOCIATION and the transaction shall not be consummated.

Article 12.3(b), SALE OR LEASE - REQUEST FOR SUBSTITUTE, shall read as follows: (Substantial rewording of Article. See Article 12.3(b) for present text):

If the proposed transaction is not approved and the request for a substitute has been duly made, the ASSOCIATION shall not be obligated to deliver a substitute purchaser or lessee as hereinbelow described if the prospective purchaser or lessee so disapproved fails to qualify for membership in the ASSOCIATION or submits a false statement in applying for such approval or whose membership or occupancy of a UNIT would violate or has already violated the CONDOMINIUM DOCUMENTS. Otherwise, if the proposed transaction is not approved and the requested substitute has been duly made, the ASSOCIATION shall deliver, or mail by registered mail, to the UNIT OWNER a bona fide agreement to purchase or rent the UNIT by a purchaser or lessee approved by the ASSOCIATION who will purchase or lease and to whom the UNIT OWNER may sell or lease upon the following terms:

Article 12.3(b)(2) shall read as follows:

The sale shall be closed within ~~thirty~~ sixty (60) days following the determination of the sale's price.

Article 12.7, UNAUTHORIZED TRANSACTIONS, shall read as follows:

Any sale, mortgage or lease not authorized pursuant to the provisions of this DECLARATION shall be void, unless subsequently approved by the ASSOCIATION and, if applicable, the LESSOR, and shall be deemed a violation of this DECLARATION and subject to the provisions of Article 20 hereof.

Article 16.2, PROPOSAL OF AMENDMENT, shall read as follows:

An amendment may be proposed by either the unanimous majority vote of the Board of Directors of the ASSOCIATION or by ~~75%~~ five (5) members of the ASSOCIATION. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

Article 16.2(a) shall read as follows:

Not less than ~~seventy-five-(75%)-percent~~ a majority of the entire membership of the Board of Directors and by not less than ~~seventy-five-(75%)-percent~~ two-thirds (2/3) of the votes of the entire membership of the ASSOCIATION; or,

#### ASSOCIATION BY-LAWS

Articles 3.4, 4.2, 4.8, 7.6, are deleted in their entirety.

Article 3.1, ANNUAL MEETING, shall read as follows (substantial rewording of Article. See Article 3.1 for present text).

The annual meeting of the members shall be held in the month of December of each year at the office of the ASSOCIATION or at any location in Deerfield Beach, Florida, at the time designated on the notice thereof for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

Article 4.1, MANAGEMENT OF ASSOCIATION, shall read as follows:

The affairs of the ASSOCIATION shall be managed by a BOARD OF DIRECTORS (hereinafter referred to as BOARD) consisting of ~~three-(3)-persons~~ no less than three (3) and no more than seven (7) Directors, as provided for in the ARTICLES OF INCORPORATION, who must reside in Century Village, Deerfield Beach, Florida, for at least nine (9) months each year.

Article 4.3(d), ELECTION OF DIRECTORS, shall read as follows (new):

In the event the quorum of Directors cannot be convened to fill a vacancy on the BOARD, such power shall be exercised by the majority vote of the UNIT OWNERS attending the meeting whereat a quorum is present.

Article 4.13, MANAGEMENT AGREEMENT, shall read as follows:

The foregoing powers may, in addition to others, be delegated to ~~the-management-firm~~ a management firm in accordance with the-MANAGEMENT-AGREEMENT-attached-to-the-DECLARATION-to which-these-BY-LAWS-are-attached.

Article 7.10, FINES, shall read as follows (new):

The BOARD shall have the power to impose fines for violation of the CONDOMINIUM ACT, DECLARATION, ARTICLES OF INCORPORATION, the RULES AND REGULATIONS, and these BY-LAWS, subject to the following:

(a) As soon as practical, the BOARD shall appoint a Grievance Committee of three (3) UNIT OWNERS, none of whom are current Directors, with an additional two (2) UNIT OWNERS as alternates designating the priority of their service.

(b) The members of the Grievance Committee shall serve until successors are duly appointed.

(c) No member of the BOARD or Grievance Committee may sit and determine an issue regarding the imposition of fines who is a complainant, is related to the parties, or has submitted information in connection therewith.

(d) Complaints shall be in written form duly signed and submitted to a member of the BOARD.

(e) If reasonable grounds exist, the BOARD shall refer the complaint to the Grievance Committee and shall notify the UNIT OWNER in writing of the charges made and fix a time and place for an impartial hearing thereon before the Grievance Committee at which time the parties shall attend and present their oral and documentary evidence.

(f) All parties shall be informed of the decision of the Grievance Committee within ten (10) days. Such decision shall either sustain or reject the charges in writing.

(g) Should the party charged fail to appear on the date set for such hearing, a final adjourned date shall be fixed and the party charged shall be duly notified thereof and advised that failure to appear shall constitute a default and may be deemed an admission of the validity of the charges in the complaint. In the event of such non-appearance, the Grievance Committee shall inquire into the charges and render a decision thereon.

(h) If the charges are sustained by the Grievance Committee by default or otherwise, the BOARD may levy and assess a fine of no more than Twenty-Five (\$25.00) Dollars for each violation. Additionally, should such violation not be corrected within the time specified by the BOARD in writing, it shall constitute a continuing violation subject to fines not exceeding Twenty-Five (\$25.00) Dollars for each day such violation continues.

(i) Nothing herein shall limit or restrict the BOARD, ASSOCIATION, or any UNIT OWNER from pursuing any other remedies or legal action for damages or to enforce the provisions of the CONDOMINIUM DOCUMENTS.

(j) All fines imposed shall be COMMON EXPENSES against the subject UNIT or UNITS and shall be an assessment enforceable, collectible, and subject to all costs and attorneys' fees in the same manner as provided for the collection and enforcement of assessments in the CONDOMINIUM ACT, DECLARATION, and the BY-LAWS.



Article 10.2, CALL FOR MEETING, shall read as follows:

Upon any amendment or amendments to the BY-LAWS being proposed by said BOARD or MEMBERS, such proposed amendment or amendments shall be transmitted to ~~the President any~~ Director of the ASSOCIATION, ~~or other officer of the ASSOCIATION in the absence of the President~~, who shall thereupon call a Special Joint Meeting of the members of the BOARD and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such ~~officer~~ Director of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth. Notice shall be posted at a conspicuous location on the CONDOMINIUM PROPERTY.

Article 10.3, VOTE NECESSARY; RECORDING, shall read as follows:

In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of ~~sixty-six (66%) percent~~ a majority of the entire membership of the BOARD and by an affirmative vote of the members having ~~seventy-five (75%) percent~~ two-thirds (2/3) of the votes in the ASSOCIATION. Thereupon, such amendment or amendments to the BY-LAWS shall be transcribed, certified by the President or a Vice-President or Secretary of the ASSOCIATION and a copy thereof shall be recorded in the Public Records of Broward County, Florida within ~~ten (10) thirty~~ (30) days from the date on which any amendment has been affirmatively approved by the Directors and members.

Article 11.3, AMENDMENTS, shall read as follows:

Amendments to BY-LAWS pertaining to use and decorum may be made in accordance with the provisions of ARTICLE 10 or said Amendments to BY-LAWS pertaining to use and decorum may be made in the following manner: Such amendments may be proposed by the BOARD at any regular or special meeting of the BOARD and shall become effective when approved by an affirmative vote of the entire majority of the membership of the BOARD. Thereupon, such amendment or amendments, certified by the President or a Vice-President and Secretary or Assistant Secretary of the ASSOCIATION and shall become effective when recorded in the Public Records of Broward County, Florida. A copy thereof shall be furnished to the members within ten days after such recording; PROVIDED, HOWEVER, that failure to furnish such copies of such amendments shall not affect the force and effect and validity thereof.

Article 12.1(e), REFUSE AND GARBAGE, shall read as follows (substantial rewording of Article. See Article 12.1(e) for present text):

All refuse, cans and garbage shall be securely wrapped in plastic bags and disposed of in trash chutes located on the CONDOMINIUM PROPERTY. Such plastic bags shall not exceed the width of the chute. Large cartons, bottles and breakable items shall be deposited only in the downstairs garbage containers.

Article 12.1(h)(1), IMPROPER PARKING, shall read as follows (new):

No parked vehicles shall block, encumber, or otherwise impede access to or from NO PARKING areas, driveways,

entrances and walkways. Vehicles improperly parked may be towed away at owners' expense as provided for by Section 715.07, Florida Statutes (1979). No UNIT OWNER shall have the exclusive right to use or the exclusive use of any one guest parking space.

Article 12.1(n), INFLAMMABLE SUBSTANCES, shall read as follows:

No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any UNIT except those required for normal household use, nor shall same be stored or maintained in or on the COMMON ELEMENTS.

Article 12.1(w), LAUNDRY ROOMS, shall read as follows (new):

Laundry rooms are to be left in a neat and orderly fashion at all times, including but not limited to, the removal of lint from dryers. The doors to the laundry rooms shall be closed at all times when the machines are not in use. Clothes washers and dryers shall not be operated before 8:00 o'clock A.M. or after 10:00 o'clock P.M.

The above amendments were duly adopted by the members of the subject Condominium Association in accordance with the requirements of the Declaration of Condominium and By-Laws of said Association and appear upon the minutes of said Association and are unrevoked.

Executed at Deerfield Beach, Broward County, Florida, this 5<sup>th</sup>

day of January, 1982.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

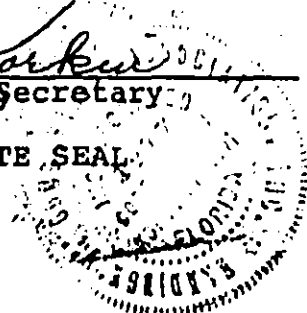
[Signature]  
[Signature]

OAKRIDGE "V" CONDOMINIUM ASSOCIATION, INC.

BY: [Signature] President

ATTEST: [Signature] Secretary

CORPORATE SEAL

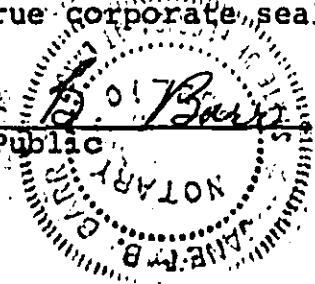


STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 1982, by Bernard Wansman and Augusta Kalkbrenner, respectively, as President and Secretary of OAKRIDGE "V" CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 6, 1984  
Bonded thru Troy Fair Insurance Inc.

[Signature]  
Notary Public



THIS INSTRUMENT PREPARED BY:

HENRY B. HANDLER, ESQ.  
SACHS & WEISS, P. A.  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF 10242 PAGE 841