

By-Law Language:

In October 2021, the majority of shareholders voted to approve the full set of By-Laws. The vote was collected and tallied by KBR Legal. The following excerpts address the language on renting, leasing, House Rules, and fees due. Please familiarize yourself. The vote was 42 yes, 8 owners did not submit a vote. The By-Laws are legally enforceable and the full set is online and submitted to Broward County.

If a tenant, Subtenant or occupant fails to abide by the Cooperative Act, the Cooperative Documents including but not limited to House Rules, as they may be amended from time to time, the Owner shall bear responsibility for any damages or injuries to persons or property and shall have the duty to bring the tenants' (sub-lessees or occupants') conduct into compliance by whatever action is necessary including eviction.

The Association shall have a first lien on the Cooperative parcel to secure the payment of assessments and all charges payable or becoming payable by the Shareholder and for all other indebtedness to the Association and to secure the performance of all covenants and conditions set forth in these Bylaws, the Proprietary Lease or House Rules.

Section 5. In the event of any intentional, inexcusable and a material breach of the Proprietary Lease or other Cooperative Documents, including House Rules, and the Association by a second notice in writing, transmitted to the apartment owner by Certified Mail, at its option, at least thirty (30) days after 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 Association then may 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 determined by arbitration using the same procedures set forth in the event the Association disapproves an inheritance, gift or other transfer without good cause shown.

Section 1. In the event of violation by the Owner, lessee or any other person or persons in possessions by or through the Owner of any of the provisions of the Owner's Proprietary Lease, Certificate of Incorporation, By-Laws or House Rules or Regulations of the Association other than the payment of assessments, the Association, by 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 Association shall have the right to treat such violation as intentional, inexcusable and material and therefore the Association, by a second notice in writing transmitted in the same manner as the first notice, at 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 (and the Owner shall thereafter become and be Special Owner) or declare the lease terminated and without further force and effect and offer for sale a substitute lease upon the same terms and conditions as in the case when 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 By-Laws.