

This Instrument Prepared by and Return to:  
Mary Ann Chandler, Esq.  
Katzman Chandler  
1500 W. Cypress Creek Rd., Suite 408  
Fort Lauderdale, FL 33309  
(954) 486-7774

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM FOR  
AQUARIUS CONDOMINIUM ASSOCIATION, INC.**

**WE HEREBY CERTIFY THAT** the attached Amendments to the Declaration of Condominium for **AQUARIUS CONDOMINIUM ASSOCIATION, INC.**, as originally recorded at Official Records Book 5245, at Page 117, et. seq. of the Public Records of Broward County, Florida, and as subsequently amended from time to time, were duly adopted at a meeting of the Voting Members conducted on May 17<sup>th</sup>, 2018, in the manner provided in the documents.

**IN WITNESS WHEREOF**, we have affixed our hands this 31 day of July, 2018, at Hollywood, Broward County, Florida.

**WITNESSES**

Sign [Signature]  
Print Kevin DuBrey

Sign [Signature]  
Print Sean Fontana

**AQUARIUS CONDOMINIUM  
ASSOCIATION, INC.**

By: [Signature]  
President

STATE OF FLORIDA                   )  
COUNTY OF BROWARD            )

THE FOREGOING instrument was acknowledged before me this 31 day of July 2018 by, Shagwan S Gupta as President of **Aquarius Condominium Association, Inc.**, a Florida not-for-profit corporation.

X Personally Known  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of Identification

**NOTARY PUBLIC - STATE OF FLORIDA**

Sign: [Signature]  
Print: Adrian Paredes  
My commission expires: 11-25-18



**ADRIAN PAREDES**  
MY COMMISSION # FF 179405  
EXPIRES: November 25, 2018  
Bonded Thru Budget Notary Services

# AQUARIUS CONDOMINIUM ASSOCIATION, INC.

## AMENDMENT LANGUAGE SHEET

### AMENDMENTS TO THE DECLARATION:

1. DELETE IN ITS ENTIRETY, ARTICLE XXXIII OF THE DECLARATION OF CONDOMINIUM REGARDING RIGHTS OF DEVELOPER, AS FOLLOWS: (Additions indicated by underlining; Deletions indicated by ~~striketthrough~~; and Text appearing without underline or striketthrough is original text which remains unchanged.)

#### XXXIII

#### RIGHTS OF DEVELOPER

~~(a) The Developer of the Condominium Project is AQUARIUS DEVELOPMENT CORP. As to any or all unsold apartment units, the Developer shall have the absolute and continuing right to lease, sublease and/or sell, or cause to be leased, subleased and/or sold any of such units to any persons, firms or corporations upon any terms and conditions that it may desire; and as to the lease, sub-lease or sale of any such apartments, the right to approve or disapprove of any prospective buyer or lessee, or the right of first refusal and any right of redemption which the Association may have by virtue of the provisions of the By Laws, or by virtue of the provisions of the Articles of Incorporation of the Association, or of the within Declaration of Condominium, shall not be operative in any manner.~~

~~(b) So long as the Developer has the right to sell or lease or cause to be sold or leased 5% of the number of apartments in the condominium, it shall have the absolute right to designate, remove and replace at will a majority of the members of the Board of Directors of the Association. None of such directors need be a resident of the condominium property. Developer's rights reserved in this subparagraph (b) shall terminate not later than June 1, 1974.~~

~~(c) The Developer shall be responsible for the pro rata share of all actual costs and expenses incurred in the maintenance and operation of the Condominium for the number of apartments owned by the Developer from time to time. If the assessments imposed by the Association are in excess of the actual amount of the costs and expenses incurred, the Developer shall not be obligated to pay such excess. Neither Developer nor Developer's unsold apartments shall be liable for assessments for a general operating reserve or reserves for repairs, replacements or additions to real, or personal property.~~

~~(d) The Developer reserves the sole right to assign the exclusive right to the use of any and all of the Limited Common Property until Director has caused all Private Dwelling units to be sold. When all Private Dwelling units have been sold, the right to assign the exclusive right to the use of remaining Limited Common Property NOT theretofore assigned shall devolve upon the Association.~~

~~(e) In order to implement the provisions of this Article XXXIII(a), the Developer shall have the right to maintain appropriate signs in and upon the Common Property which the Developer, in its sole discretion and judgment, shall determine is appropriate; and the Developer shall have the right to do any and all acts and to cause to be done any and all acts which it in its sole judgment and discretion shall determine appropriate to implement the provisions of this Declaration of Condominium. The Developer and its designees shall have the right to use portions of the common property of the Condominium for the purpose of aiding in the sale of the condominium apartment units. Such right~~

~~shall include the use of portions of the common property for parking by the Developer, its agents, servants, employees and prospective purchasers, and shall extend to and include the right of Developer to display and erect signs, and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials, and to use and maintain offices in, on and about said Condominium common property. Notwithstanding, there shall be no charge or cost to the Developer for the exercise of the rights hereby reserved.~~

~~(f) No alteration, amendment or modification of the rights and privileges granted to or reserved in favor of Developer by this Declaration may be made or accomplished except with Developer's written consent.~~

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2. AMEND ARTICLES XXXV, XXXVIII, XXXIX AND XL OF THE DECLARATION OF CONDOMINIUM REGARDING THE 99 YEAR LEASE AND SATISFACTION OF MORTGAGE RELATING TO SAME, AS FOLLOWS: (Additions indicated by underlining; Deletions indicated by ~~strikethrough~~; and Text appearing without underline or strikethrough is original text which remains unchanged.)

XXXV.

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership.

The words CONDOMINIUM, CONDOMINIUM BUILDING(S), CONDOMINIUM PROPERTY, APARTMENT BUILDING and APARTMENT BUILDING PROPERTY have been used synonymously herein.

The words APARTMENT, APARTMENT UNIT and PRIVATE DWELLING and PRIVATE DWELLING UNIT have been used synonymously herein.

The words LIMITED COMMON PROPERTY mean the spaces, rooms and areas specifically designated as such on Exhibit "D" hereto attached.

~~Except for those portions of Lots 6 and 7 in Block 14 of BEVERLY BEACH SUBDIVISION, Plat Book 22, Page 13, Broward County Records, which is owned by the Lessor of the Ninety Nine Year Lease covering the recreational facilities, as described on Exhibit C, the Declarer is the fee simple title holder to the real property upon which the Condominium has been constructed.~~

The term OWNER means the person, firm or corporation owning the fee simple title interest in any Private Dwelling. ~~The LENDER, who provided construction funds for the election of the CONDOMINIUM, and who is referred to herein as LENDER, is DADE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI.~~

The word "ASSOCIATION" is AQUARIUS CONDOMINIUM ASSOCIATION, INC.

XXXVIII.

LEASE OF RECREATIONAL FACILITIES

Aquarius Condominium Association, Inc., as Corporate Lessee, ~~has~~ entered into a 99-year lease agreement, which lease demised ~~de~~ the premises situated in Broward County, Florida, and which are more

particularly described on Exhibit "C" ~~hereto~~ attached and made a part of the original Declaration of Condominium hereof. ~~The ASSOCIATION hereby declares that all~~ All monies due ~~and to become due~~ under the provisions of the said lease, including, without limitation, rent, taxes, assessments, insurance premiums and the cost of maintaining the leased premises and fulfilling the Leasehold obligations and duties of the Association, ~~shall and is hereby were~~ declared to be a common expense necessarily incurred and to be incurred as an integral and essential part of the condominium operation.

The Association, as Buyer, entered into a contract with Messrs. Paul Bell and Norman Feinberg and their respective spouses, Belle Bell and Saralyne Feinberg (collectively "Sellers"), to acquire the Fee Simple Title to the property constituting the recreational facilities serving the Condominium under the 99-Year Lease dated March 1, 1973, and recorded in O.R. Book 5245, Page 191, et seq., Broward County Records, together with the Lessor's interest in the said 99-Year Lease, and also two lots on the west side of A1A opposite the Condominium, the said lots being described as Lots 21 and 22 in Block 15 of Beverly Beach, Plat Book 22, page 13, Broward County Records. It was and is the intention of the Association to hold title to such property as Common Property and Limited Common Property, pursuant to Article III of the Declaration of Condominium. The Association, as Mortgagor, entered into that certain Mortgage bearing the date of June 4, 1976, and recorded in Official Records Book 6614, Page 16 in the Public Records of Broward County, Florida, securing same to Sellers as evidence and security for the purchase price. Said Mortgage was subsequently satisfied, as evidenced by that certain Satisfaction of Mortgage, bearing the date of January 18, 1985, and recorded at OR Book 23099, Page 620, of the Public Records of Broward County, Florida.

~~Notwithstanding anything contained in this Declaration of Condominium to the contrary, the within Article dealing with the 99-year lease and the obligations of the Association as Corporate Lessee, and the obligations of the Private Dwelling owners as "Individual Lessees" may not be altered, amended or modified in any respect without the written approval and consent of the then lessors of the said 99-year lease.~~

~~Until a Certificate of Occupancy is issued for the exterior portion of the leased recreational facilities (pools, shuffleboard courts, sun decks, etc.); no rent shall be payable on the 99-year lease.~~

XXXIIIIX  
EASEMENT AGREEMENT

~~There is attached hereto and made a part hereof, as though set forth in full herein, as Exhibit "B", "Easement Agreement", made by and between the Declarer, AQUARIUS DEVELOPMENT CORP, the Lessors of the 99-Year Lease covering the Recreational Facilities, PAUL BELL and BELLE BELL, his wife, and NORMAN FEINBERG and SARALYNE FEINBERG, his wife, and the "ASSOCIATION."~~

~~The parties to said Easement Agreement and all of the owners of Private Dwellings in the Condominium and the heirs, legal representatives, successors and assigns of all of said parties are expressly bound by said agreement in all respects, and each and every of the provisions of said agreement shall be and are expressly made and constitute covenants running with the lands affected thereby (both 99-year leased recreational facilities and the Condominium property).~~

XL

~~(a) The Association, as Buyer, has entered into a contract with Messrs. Paul Bell and Norman Feinberg and their respective spouses, Belle Bell and Saralyne Feinberg, to acquire the Fee Simple Title to the~~

~~property constituting the recreational facilities serving the Condominium under the 99 Year Lease dated March 1, 1973, and recorded in O.R. Book 5245, Page 191, et seq., Broward County Records, together with the Lessor's interest in the said 99 Year Lease, and also two lots on the west side of A1A opposite the Condominium, the said lots being described as Lots 21 and 22 in Block 15 of Beverly Beach, Plat Book 22, page 13, Broward County Records. It was and is the intention of the Association to hold title to the Fee Simple Title to the property and the lessor's interest in the 99 Year Lease, separately and independently, and not to cause a merger of such interests. Such title to be held as Common Property and Limited Common Property, pursuant to Article III of the Declaration of Condominium.~~

~~It is contemplated that the Association as Mortgagor will make, execute and deliver its Purchase Money Note and Mortgage securing same to Sellers as evidence and security for the purchase price. A copy of the Purchase Money Note and Mortgage is hereto attached and made a part of this Declaration of Condominium, as amended, and the Condominium is bound thereby to the extent provided for in said Note and Mortgage.~~

~~(b) Without the prior written express consent of the holders of said Purchase Money Note and Mortgage, the Condominium may not be terminated nor may the Declaration of Condominium as hereby amended be changed, amended or altered in any particular if the effect of such change, amendment or alteration would in any wise adversely affect the right of the holder of such Note and Mortgage~~