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DECLARATION OF CONDOMINIUM  
OF

MILLER SIXTY-SEVEN TOWNHOUSES, A CONDOMINIUM, DADE  
COUNTY, FLORIDA

Made the day last appearing in the body of this Declaration by MILLER SIXTY-SEVEN CORPORATION, a Florida corporation, its successors and assigns, herein called "the Declarer".

WHEREIN, the Declarer makes the following declarations:-

1. Purpose. The purpose of this Declaration is to submit the lands described and improvements described to the Condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, herein called the "Condominium Act".

.1 Name. The name by which this Condominium is to be identified is MILLER SIXTY-SEVEN TOWNHOUSES, A Condominium, Dade County, Florida.

.2 Declaration Property Submitted to Condominium Form Of Ownership. The property set forth in the schedule attached hereto is hereby submitted to the Condominium form of ownership.

2. Definitions. The terms used in this Declaration and in its exhibits including the Articles of Incorporation and By-Laws of MILLER SIXTY-SEVEN CONDOMINIUM ASSOCIATION, INC. shall be defined in accordance with the provisions of Section 711.03 of the Florida Statutes (Condominium Act) and as follows unless the context otherwise requires:-

.1 Condominium Unit or Unit means unit as defined by the Condominium Act and shall include within its definition apartment units.

.2 Condominium Unit Owner or Unit Owner means a unit owner as defined by the Condominium Act.

.3 Apartment means a Condominium Unit intended and designed for a single family residential occupancy.

.4 Apartment Owner means the owner of a Condominium Unit.

.5 Association means MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

.6 Common Elements shall include:

(a) The Condominium property not included in the Condominium Unit;

(b) Tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and

(c) Other items as stated in the Condominium Act.

.7 Common Expenses include:-

(a) Expenses of administration and management of the Condominium property;

(b) Expenses of maintenance, operation, repair or replacement of common elements;

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(c) Expenses declared common expenses by the provision of this Declaration or by the By-Laws, and

(d) Any valid charge against the Condominium as a whole.

.8 Condominium Property means all of the Condominium property as a whole when the context so permits including the lands and all improvements thereon, and all the easements and rights-of-way appurtenant thereto included for use in connection with the Condominium.

.9 Utility Services may include but not be limited to electric power, water, and waste disposal.

.10 Reasonable Attorneys' Fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

.11 Singular, Plural Gender means that whenever the context so permits, the use of the singular, shall include the plural and the plural, the singular and the use of any gender shall be deemed to include all genders.

3. Development Plan. The Condominium is described and established as follows:

.1 A survey of the land and a graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions, are attached hereto as Exhibit "B". Said Exhibit "B" may be hereafter amended, as hereinafter provided.

.2 Buildings. The Condominium includes Nine (9) buildings containing 2 floors, including the ground floor and said buildings consist of 47 individual Condominium Units, and accompanying recreational and sanitary facilities.

.3 Other Improvements. The Condominium includes automobile parking spaces, landscaping, swimming pool and other facilities located substantially, as indicated upon the plot plan.

.4 Common Elements. The common elements shall include everything within the definition thereof as set forth in 2.6.

.5 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Association or Condominium Unit owners or by the Condominium, whether or not elsewhere required for an amendment.

(a) Alteration of Boundaries and Condominium Unit Dimensions. Developer reserves the right to alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of Condominium Units and to alter the boundaries of the common elements so long as the Developer owns the Condominium Units abutting the common elements where the

boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the institutional mortgagee of Condominium Units affected, whether the said Condominium Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium building, and such amendment shall not require the approval of Condominium Unit owners, or of the Association.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration by the declarer need be signed and acknowledged only by the Declarer and need not be approved by the Association, Condominium Unit owners or any other persons whomsoever.

.6 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium building, their guests and invitees, as follows:-

(a) Utilities. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is actually constructed, unless approved in writing by all Condominium Unit owners.

(b) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Condominium Unit owners, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(c) Easements for Unintentional and Non-Negligent Encroachments. If a Condominium Unit shall encroach upon any common element or upon any other Condominium Unit by reason of original construction or by the nonpurposeful or non-negligent act of the Condominium Unit owner, then an easement appurtenant to such encroaching Condominium Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any Condominium Unit by reason of original construction or the nonpurposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Other Easements. A water easement shall exist through a portion of the paved parking area and landscaping contained as part of the common elements of this Condominium unconnected in any way with water services to the Condominium.

.7 Condominium Unit Boundaries. Each Condominium Unit shall include that part of a building containing the Condominium Unit that lies within the boundaries of the Condominium Unit, which boundaries are as follows:-

(a) The upper and lower boundaries of the Condominium Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(b) The perimetrical boundaries of the Condominium Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Condominium Unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

(c) The location and boundaries of each Condominium Unit is more particularly and graphically described in the plot plans attached hereto. Each Condominium Unit is designated by a separate number.

4. Appurtenances to Condominium Units. The owner of each Condominium Unit shall own an undivided share and certain interest in the Condominium property, which share and interest shall be appurtenant to the Condominium Unit, said undivided interest in the condominium property and common elements being as designated and set forth in an Exhibit "C" attached hereto. The appurtenances to the several apartments include but are not limited to the following items:-

.1 Common Elements. The undivided share in land and other common elements which is appurtenant to each apartment as set forth in Exhibit "C" attached hereto.

.2 Association. The membership of the Condominium Unit owner in the association and the interest of each Condominium Unit owner in the funds and assets held by the association.

.3 Use of Common Elements. The right to use and enjoy the pool and pool deck and other portions of the common elements subject to the provisions of this Declaration, the By-Laws and such rules and regulations which may from time to time be established by the Board of Directors of the Association.

.4 Automobile Parking Space. The use of an automobile parking space subject to the provisions hereinafter set forth for such use.

.5 Liability for Common Expense and Share of Common Surplus. Each Condominium Unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the common surplus as set forth in Exhibit "C" attached hereto. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of common surplus when, as and if any such surplus shall exist.

.6 Automobile Parking Space. Parking spaces shall be assigned pursuant to the rules and regulations of the Association so as to provide at least one parking space for each Condominium Unit. In the event specific parking spaces are assigned in connection with the sale of a Condominium Unit by the developer, the right to use of the said designated parking space shall pass as an appurtenance to the Condominium Unit owned by the Unit owner to whom such space is initially assigned, and the Association shall not thereafter reassign or change said Condominium Unit owner's parking space without his written consent, provided further, however, said Condominium Unit owner shall not transfer or assign use of his parking space except in connection with the sale of his Condominium Unit. During the time the Developer continues to retain initial ownership of any Units within the Condominium, the initial assignment of parking spaces shall be determined by the Developer. After the



Developer shall no longer retain initial ownership of any units or at such earlier date as the Developer may designate in writing, the subsequent assignments of parking spaces and all questions relating to parking shall be determined by the Board of Directors of the Association. Unassigned parking spaces, if any, shall be available for general use by all unit owners and their guests and visitors subject to such reasonable rules and regulations in respect thereto as may be determined by the Board of Directors of the Association.

5. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvements, shall be as follows:-

.1 Maintenance.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:-

(1) All common elements.

(2) All portions of a Condominium Unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Condominium Unit that service part or parts of the Condominium other than the Condominium Unit within which contained.

(4) The Association shall maintain and repair at the Association's expense all parking spaces, including those which have been assigned as an appurtenance to a Condominium Unit.

(5) All incidental damage caused to a Condominium by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 5.1(a)(1), (2), (3) and (4), above.

(b) By the Condominium Unit Owner. The responsibility of the Condominium Unit owner for maintenance, repair and replacement, shall be as follows:-

(1) To maintain, repair and replace at his sole and personal expense all doors, windows, glass, screens, electrical panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his Unit except the portions specifically to be maintained, repaired and replaced by the Association. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Condominium Unit owners.

(2) A Condominium Unit owner shall not enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of any building.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

.2 Alteration and Improvement. Alteration and improvement of the Condominium property and restrictions thereon shall be as follows:-

(a) Alteration and Improvement of the Common Elements. Except as elsewhere reserved to the declarer, neither the Condominium Unit owner nor the Association shall make any alteration in the portions of a Condominium Unit or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of a building, or impair any easement without first obtaining approval in writing of owners of all other Condominium Units in such building and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an Architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the commencement of the alteration or improvement. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Condominium Unit owner without his consent. The cost of such alteration or improvement shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the Condominium Unit owned unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed equally to the other Condominium Unit owners.

(b) Alteration and Improvement of the Condominium Units. Subject to the other provisions of 5.1(b)(1), (2) and (3) and which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a Condominium Unit owner may make such alterations or improvements to his Condominium Unit at his sole and personal cost as he may deem advisable provided all work shall be done without disturbing the rights of other Condominium Unit owners and further providing that a Condominium Unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening exterior door, windows, structural or load-bearing member, electric service or plumbing service without first obtaining approval in writing of owners of all other Condominium Unit owners in his building and the approval of the Board of Directors of the Association.

6. Assessments. The making and collection of assessments against Condominium Unit owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association and subject to the following provisions:-

.1 Share of Common Expenses and Surplus. Each Condominium Unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus as set forth in Exhibit "C", but the same shall not vest or create in any Condominium Unit owner the right to withdraw or receive distribution of any share of the common surplus.

.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before Ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before Ten (10) days after the date when due shall bear interest at the rate of Ten (10%) percent per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

.3 Lien for Assessments. The Association shall have a lien against each Condominium Unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or

enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Dade County, Florida, by filing a claim therein which states the legal description of the condominium unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien shall have been paid. Such claims of lien may be signed and verified by any officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Condominium Unit subject to the lien shall be required to pay a reasonable rental for the Condominium Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record or any other person or entity shall obtain title to the Condominium Unit as a result of the foreclosure of a first mortgage or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to a Condominium Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the Condominium Unit, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed condominium unit, or against a Condominium Unit transferred in lieu of a foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium Unit owners.

7. Association. The operation of the Condominium shall be by MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida which shall fulfill its functions pursuant to the following provisions:-

.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "D".

.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "E".

.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to Condominium Unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by other owners or persons.

.4 Restraint upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

.5 Approval or Disapproval of Matters. Whenever the decision of a Condominium Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

.6 Powers. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited as set forth in this Declaration, the Articles of Incorporation and By-Laws as same may be from time to time amended.

8. Insurance. Insurance other than title insurance which shall be carried upon the Condominium property and the property of the Condominium owner shall be governed by the following provisions:-

.1 Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the buildings, also for the benefit of the Condominium Unit owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Condominium Unit owners. In the case of insurance policies covering damage to the buildings, the kind, amounts, valuations and forms of such policies and the insurance companies issuing the same shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against Condominium Units in the Condominium. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Condominium Unit owner but the Condominium Unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Condominium Unit owners shall furnish the Association with copies of all insurance policies obtained by them.

.2 Coverage.

(a) Casualty. The buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association, subject always to approval and final determination by the bank, life insurance company, or savings and loan association holding the greatest dollar amount of first mortgages on the units in the Condominium. Such coverage shall afford protection against:-

(1) Loss or damage by fire and other hazards covered by a standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Condominium Unit owners as a group to a Condominium Unit owner.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, or as may be reasonably required by the bank, life

insurance company, or savings and loan association holding the greatest dollar amount of first mortgages on the units in the Condominium.

.3 Premiums. Premiums for insurance placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional mortgagee holding the greatest dollar volume of mortgages, such institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such item of common expense.

.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Dade County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee"; provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the bank, the insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the Condominium. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Condominium Unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each Condominium Unit owner of the Condominium, such share being the same as the undivided share in the common elements appurtenant to his Unit.

(b) Condominium Units. Proceeds on account of damage to Condominium Units shall be held in the following undivided shares:-

(1) When the building damage is to be restored for the owners of damaged units, in proportion to the cost of repairing the damage suffered by each Condominium Unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When building damaged is not to be repaired - for the owners of Units in the damaged building in undivided shares being in the same ratio as their respective shares in the common elements.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Condominium Unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:



(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:-

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittance to Condominium Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Condominium Unit.

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Condominium Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium Unit.

(d) In making distribution to Condominium Unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium Unit owners and their respective shares of the distribution.

.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Condominium Unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies, purchased by the Association and to execute and deliver releases upon the payment of a claim.

9. Reconstruction or Repair after Casualty.

.1 Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it be reconstructed or repaired, shall be determined in the following manner:-

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Partial Destruction. If the loss or damage is less than very substantial, as hereinafter defined, then the Condominium property shall be reconstructed and repaired unless within forty-five (45) days after said casualty, eighty (80%) of the owners of Condominium Units and institutional first mortgagees (banks, savings and loan associations, or insurance companies)

holding seventy-five (75%) percent of the outstanding dollar volume of first mortgages on units in the Condominium agree in writing that the Condominium property shall not be reconstructed or repaired.

(c) Very Substantial Damage. As used herein, the term "very substantial damage" shall mean damage whereby seventy-five (75%) percent or more of the amount of casualty insurance covering the Condominium becomes payable; or damage where the cost of reconstruction and repair exceeds seventy-five (75%) percent of the appraised value of the Condominium immediately prior to said loss. Estimates and appraisals required pursuant to the foregoing sentence shall be made by qualified persons designated by institutional mortgagees (banks, savings and loan associations or insurance companies) holding seventy-five (75%) percent of outstanding dollar volume of first mortgage loans on the units in the Condominium. Should very substantial damage occur, then:

(1) Institutional mortgagees holding seventy-five (75%) percent of the outstanding dollar volume of institutional unit first mortgages upon the units shall have the right to elect (such election to be made within forty-five (45) days from the date of the casualty) either

(i) to require application of insurance proceeds to the payment of their mortgage debts, in which case all mortgagees shall be bound to make similar application of insurance proceeds to their mortgages, or

(ii) to require that insurance proceeds be retained for purposes of reconstruction and repair in which case all mortgagees shall be so bound, subject to the matters herein set forth.

(2) The Board of Directors shall as promptly as possible obtain reliable and detailed estimates of the cost of repair and restoration, and if such work is undertaken, shall negotiate contracts for such work, subject, however, to the approval of a designee of the majority of institutional mortgagees, which approval shall not be unreasonably withheld, subject to the approval of institutional mortgagees holding seventy-five (75%) percent of outstanding dollar volume of institutional unit first mortgages.

(3) A membership meeting shall be called by the Board of Directors to be held as promptly as possible, but not later than sixty (60) days after the casualty to determine whether the membership will abandon and terminate the Condominium project or reconstruct the project, subject to the provisions hereinafter set forth.

(4) If the election has been made per paragraph (1)(i) above to apply insurance proceeds to mortgages, then if the remaining insurance proceeds available for reconstruction and repair are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the Condominium shall be abandoned and terminated unless seventy-five (75%) percent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound. Each unit owner shall be obliged to replenish and replace insurance funds paid or payable to his mortgagee.

(5) If the election has been made to apply insurance proceeds to reconstruction and repair, then:-

(i) If the insurance proceeds payable on account of such damage are sufficient to cover the cost of repair and reconstruction so that no special assessment shall be required, then said insurance proceeds shall be utilized for the purpose of such repair and reconstruction unless two-thirds (66 2/3 percent) of the membership present and voting shall vote to abandon and terminate the Condominium project.

(ii) If the insurance proceeds available for repair and reconstruction are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the Condominium shall be abandoned and terminated unless sixty (60%) percent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound.

(iii) If the insurance proceeds are not sufficient to cover the cost of repair and reconstruction and if notwithstanding the determination of the membership to repair and reconstruct and the voting of a special assessment, the funds sufficient to cover the deficiency between the cost of reconstruction and the insurance proceeds are not deposited with the Insurance Trustee within ninety (90) days after the casualty, then the institutional mortgagees who have elected to apply the insurance proceeds to reconstruct and repair shall have the right to revoke such election and to require application of the insurance proceeds to mortgages pursuant to paragraph (1) (i).

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the Condominium Unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or in lieu thereof according to plans and specifications approved by the Board of Directors of the Association and by the owners of all damaged units therein, together with the approval of the institutional mortgagees holding seventy-five (75%) percent of outstanding dollar volume of institutional first mortgages upon all damaged Condominium Units which approval shall not be unreasonably withheld.

.3 Responsibility. If the damage is only to those parts of Condominium Units for which the responsibility of maintenance and repair is that of Unit owners, then the Unit owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

.5 Assessments for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made against all Condominium Unit owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(b) Condominium Units. Assessments shall be made against the Unit owners who own the damaged Units in sufficient amounts to provide for the payment of costs of reconstruction and repair. Such assessments against Unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective Condominium Units.

.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Condominium Unit owners shall be disbursed in payment of such costs in the following manner:-

(a) By Whom Held. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Condominium Unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:-

(1) Condominium Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Condominium Unit owner, shall be paid by the Insurance Trustee to the Condominium Unit owner or if there is a mortgage endorsement as to such Unit, then to the Condominium Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; -except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Condominium Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Use Restrictions. The use of the Condominium property shall be in accordance with the following restrictions which shall be applicable to and covenants running with the land of the Condominium:-

.1 Residential Use. The lands of the Condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the land other than buildings or other structures intended for residential use and appurtenances thereto. Each Condominium Unit or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. No Condominium Unit may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the other provisions hereof.

.2 Nuisances. No nuisances shall be allowed upon the Condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No Condominium Unit owner shall permit any use of his Unit or make any use of the common elements which will increase the rate of insurance upon any part of the Condominium property.

.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

.4 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or apartments. The right is reserved to the Declarer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Condominium Units it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally



given to an institutional first mortgagee which may become the owner of a Condominium Unit and to the Association as to any Unit which it may own.

.5 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Condominium Unit or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by Condominium Unit owners or lessees of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of any building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

.6 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws.

.7 Doors. All doors shall be kept closed at all times when not being used for ingress or egress. Screens or screen doors on entrances to Condominium Units are prohibited unless specifically authorized by the Association. This item shall not apply to screen and sliding glass doors on patios.

.8 Automobile Parking Spaces. No automobile parking space may be used for any purpose other than the parking of automobiles which are in operating condition. No automobile may be repaired or in any way serviced upon any portion of the premises. No parking space shall be used by any person other than an occupant of the Condominium who is in actual residence or by a guest or visitor or an occupant of the Condominium and by such guest or visitor only when such guest or visitor is in fact visiting and upon the premises.

.9 Transients. No rooms, as distinguished from Condominium Units may be rented and no transient tenants may be accommodated.

.10 Declarer. Until the declarer has sold all of the Units in the Condominium, neither the Unit owners nor the Association nor their use of the Condominium shall interfere with the Declarer in the sale of the Units. The Declarer may make such use of its unsold units and the common areas as may facilitate such sales including but not limited to the maintenance of a sales office for the showing of the property, and the display of signs. No provision of this Item 10, except this Item 10.10 shall have any bearing or effect on the Declarer.

11. Maintenance of Community Interest. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, and in order to insure the financial ability of each Condominium Unit owner to pay assessments made against him, the transfer of a Unit by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists:-

.1 Transfers Subject to Approval.

(a) Sale. No Condominium Unit owner may dispose of an apartment or any interest therein by sale without approval of the Association.

(b) Lease. No owner may dispose of a Condominium Unit or any interest therein by lease without approval by the Association.

(c) Gift. If any Unit owner shall acquire title by gift, the continuance of his ownership shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Condominium Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership shall be subject to the approval of the Association.

(e) Other Transfers. If any Condominium Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of Condominium Units shall be obtained in the following manner:-

(a) Notice to Association.

(1) Sale. A Condominium Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association may reasonably require. Such notice at the Unit owner's option may include a demand by the said owner that the Association furnish a purchaser of the Condominium Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Condominium Unit owner intending to make a bona fide lease of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance; Other Transfers. A Condominium Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Condominium Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of a Condominium Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership change. If the Association disapproves the transaction or ownership change, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be

stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records of Dade County, Florida.

(2) Lease. If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, in non-recordable form.

(3) Gift, Devise or Inheritance; Other Transfers. If the Condominium Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the Condominium Unit owner and shall be recorded in the Public Records of Dade County, Florida.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Condominium Unit for such use, if the owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Condominium Unit be also approved by the Association.

(d) Association's Failure to Act. In the event that the Association shall fail to act upon an application for certificate of approval within the required period, the application for the certificate shall be deemed to have been granted.

.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of any Condominium Unit, the matter shall be disposed of in the following manner:-

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the Condominium Unit owner an agreement to purchase the unit concerned by a purchaser being either the Association or a purchaser approved by the Association, in which event the Condominium Unit owner shall sell the unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser upon the demand of the Condominium Unit owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the original transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the Condominium Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers. If the Condominium Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the Unit owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the Condominium Unit owner must sell the Unit upon the following terms.

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the Condominium Units and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, to the unit owner.

.4 Mortgage. No Condominium Unit owner may mortgage his apartment nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.5 Charges for Approval of Transfers. In connection with any application or proceedings for the Association's approval as required for any transfer or change of ownership or mortgage of a Condominium Unit, the Association may impose as a condition to its considering the same, the payment of its actual real and proveable out-of-pocket expenses incurred or to be incurred in its investigations and determination, provided, however, that the Association may not as a condition to its consideration or to its granting of approval directly or indirectly impose any fee or charge which by its nature is a fee, commission or profit no matter how characterized or to whom the same may be payable.

.6 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title

as the result of owning a mortgage upon the Condominium Unit concerned; and this shall be so whether the title is acquired by Deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Condominium Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Condominium Unit without complying with the provisions of this section and without the approval of the Association.

.7 Unauthorized transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

.8 Recording Approval. Whenever in this section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of a Condominium Unit, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the Deed or mortgage, as appropriate.

.9 Notice of Lien or Suit.

(a) A condominium unit owner shall give notice, in writing, to the Association of every lien upon his Condominium Unit other than for authorized mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Condominium Unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Condominium Unit, such notice to be given within five (5) days after the Condominium Unit owner shall receive knowledge or notice thereof.

(c) Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial sale.

12. Purchase of Condominium Units by Association. The Association shall have the power to purchase condominium units subject to the following provisions:-

.1 Decision. The decision of the Association to purchase a Condominium Unit shall be made by its directors, without the necessity of approval by its membership except as is hereinafter expressly provided for.

.2 Limitation. The Association, if it shall be the owner or agreed purchaser of five (5) or more Condominium Units shall not purchase any additional Condominium Units, without the prior written approval of seventy-five (75%) percent of the members eligible to vote. A member whose Condominium Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Condominium Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid



of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Condominium Unit plus the amount due the Association, nor shall the limitation of this paragraph apply to Condominium Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

13. Rights of the Declarer. Notwithstanding anything herein to the contrary until the completion and sale of all Condominium Units by Declarer, in each case where the Association shall have the right to purchase a Unit or find a purchaser by reason of its refusal to approve a sale or other transfer the Declarer shall have the right of first refusal to purchase such Condominium Unit for itself upon the same terms and conditions available to the Association.

14. Compliance and Default. Each Condominium owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws, and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Condominium Unit owner to comply with such documents and regulations shall entitle the Association or other Condominium Unit owners to the following relief in addition to the remedies provided by the Condominium Act:-

.1 Negligence. A Condominium Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Condominium Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Condominium Unit or its appurtenances or of the common elements, by the Condominium Unit owner.

.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Condominium Unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorneys' fees as may be awarded by the Court, provided, however, no attorneys' fees shall be recovered against the Association in any such action.

.3 No Waiver of Rights. The failure of the Association or any Condominium Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, Declaration of Condominium, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

15. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:-

.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

.2 Resolution. An amendment may be proposed by either the Board of Directors or by seventy-five (75%) percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and seventy-five (75%) percent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

.4 Initial Directors. Until the first election of directors and so long as the initial directors designated in the certificate of incorporation shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original directors and no meeting of the Condominium Unit owners nor any approval thereof need be had, provided the amendment does not increase the number of Condominium Units or alter the boundaries of the common elements beyond the extent provided for under the provisions of Section 15.5 hereinafter set forth.

.5 Proviso. Except as is otherwise expressly provided for in this Declaration, no amendment shall discriminate against any Condominium Unit owner nor against the Condominium Unit or class or group of Condominium Units, unless all the Condominium Unit owners so affected shall consent and no amendment shall change any Condominium Unit or the shares in the common elements appurtenant to it, nor the shares in the common expenses, unless the record owner of the Condominium Unit concerned and all record owners of mortgages of such Condominium Unit shall join in the execution of the amendments. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment.

.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificates shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Dade County, Florida.

16. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:-

.1 Destruction. If it is determined in the manner elsewhere provided that the Condominium building shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

.2 Agreement. Upon the Agreement in writing of all Condominium Unit owners and their first mortgagees of record.

.3 Effectiveness. Termination in accordance with 16.1 above shall be effective upon recordation in the Public Records of Dade County, Florida, of a certificate by the Association certifying such facts. Such certificate shall be signed by the President and Secretary and shall have annexed thereto a certified copy of resolution of the Board of Directors of the Association authorizing the execution and recordation thereof. Termination in accordance with 16.2 above shall be effective upon recordation of such agreement in the Public Records of Dade County, Florida.

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.4 Effect of Termination. Upon termination of the Condominium, the Condominium Unit owners shall own the Condominium Unit owners shall own the Condominium property and the assets of the Association as tenants in common, their respective interests as tenants in common being the same as their respective interests in the common elements. The mortgagee and lienor of a Condominium Unit shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common.

.5 Amendment. This section concerning termination cannot be amended without consent of all Condominium Unit owners and of all record owners of mortgages upon the Unit.

17. Amendment by Developer. Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as afordescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Dade County, Florida, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the mortgagee, whether or not elsewhere required for amendments. However, as part and parcel of any such amendment, as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect legal description to make that description such as is contained in the new amendment.

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or work, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not effect the validity of the remaining portions.

19. Voting Rights.

.1 In any meeting of members, the owners of Condominium Units shall be entitled to cast one vote for each Condominium Unit owned.

.2 If a Condominium Unit is owned by one person, his right to vote shall be established by the record title to his unit. If any Condominium Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by all of the record owners of the Condominium Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Unit concerned. A certificate designating the

person entitled to cast the vote of a Condominium Unit may be revoked by any owner of a Condominium Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 27 day of December, 1973.

Signed, sealed and delivered in the presence of:

MILLER SIXTY-SEVEN CORPORATION,  
a Florida corporation

Cam Katz  
Raymond Burgmann

By Andres Murai  
ANDRES MURAI, M.D. President

Attest: Andres Murai, Jr.  
ANDRES MURAI, JR., Secretary

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:-

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ANDRES MURAI, M.D., as President and ANDRES MURAI, JR., as Secretary of MILLER SIXTY-SEVEN CORPORATION, a Florida Corporation, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and they acknowledged before me that they executed the same for and on behalf of the said corporation and were duly authorized so to do.

WITNESS my hand and Official Seal in the County and State last aforesaid, this 27 day of December, 1973.

Cam Katz  
NOTARY PUBLIC  
STATE OF FLORIDA, AT LARGE

My Commission Expires:

July 22, 1974

JOINDER OF MORTGAGEE

The MIAMI BEACH FIRST NATIONAL BANK, a National Banking Association, hereinafter called the Mortgagee, the owner and holder of a Mortgage upon the land described in the Declaration of Condominium to which this Joinder is attached, which Mortgage is dated March 20, 1973 and is recorded at Official Records Book 8208 Pages 300 through 304, of the Public Records of Dade County, Florida, and Amendment recorded under Clerk's File No. 73R76935, join in the execution of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of said Mortgage shall hereafter be a lien upon the Condominium Units of MILLER SIXTY-SEVEN TOWNHOUSES more fully described according to the foregoing Declaration thereof, with all of the appurtenances thereto, including all of the undivided shares in the common areas, facilities and elements.

WITNESSES:

Lela Schlessinger  
Attorney

MIAMI BEACH FIRST NATIONAL BANK,  
a National Banking Association

By [Signature]  
Senior Vice President  
Attest:

[Signature]  
Assistant Cashier

STATE OF FLORIDA )  
) SS:-  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared R.J. Fairbairn and Anita Bernstein as the Senior Vice President and Assistant Cashier respectively of the MIAMI BEACH FIRST NATIONAL BANK, a National Banking Association, to me known to be the persons described in and who executed the foregoing Joinder of Mortgagee, and they acknowledged before me that they executed the same for and on behalf of said Bank and were duly authorized so to do.

WITNESS my hand and Official Seal in the County and State last aforesaid this 28th day of February, 1974.

My Commission Expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION EXPIRES  
NOV 10, 1977

NOTARY PUBLIC  
STATE OF FLORIDA, AT LARGE



EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND INCLUDED IN  
MILLER SIXTY-SEVEN TOWNHOUSES - A CONDOMINIUM

The land submitted to condominium ownership by this Declaration is situated in Dade County, Florida, and is described as follows:-

The West 396 Feet of  
The South one-half (1/2) of the  
Southwest one-quarter (1/4) of the  
southwest one quarter (1/4) of the  
southwest one quarter (1/4) of  
Section 24, Township 54 South, Range  
40 East, less the West 35 feet less  
the South 50 feet, in the City of  
South Miami, Dade County, Florida.

EXHIBIT "C"

SCHEDULE OF UNITS OF MILLER SIXTY-SEVEN TOWNHOUSES,  
A CONDOMINIUM

<u>UNIT NUMBER</u>	<u>FRACTIONAL SHARE OF COMMON ELEMENTS, LIABILITY FOR COMMON EXPENSES AND SHARE OF COMMON SURPLUS</u>
1	1/47
2	1/47
3	1/47
4	1/47
5	1/47
7	1/47
8	1/47
9	1/47
10	1/47
11	1/47
12	1/47
13	1/47
14	1/47
15	1/47
16	1/47
17	1/47
18	1/47
19	1/47
20	1/47
21	1/47
22	1/47
23	1/47
24	1/47
25	1/47
26	1/47
27	1/47
28	1/47
29	1/47
30	1/47
31	1/47
32	1/47
33	1/47
34	1/47
35	1/47
36	1/47
37	1/47
38	1/47
39	1/47
40	1/47
41	1/47
42	1/47
43	1/47
44	1/47
45	1/47
46	1/47
47	1/47
48	1/47

EXHIBIT "D"

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of

Florida, filed on the 9th day of January

A.D. 1974

as shown by the records of this office

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
9th day of January

A.D. 1974



*Richard (Dick) Stone*

SECRETARY OF STATE

ARTICLES OF INCORPORATION

-OF-

MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

(A corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida, for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation with the purposes and with the powers hereinafter mentioned; and to that end, we do, by these Articles of Incorporation, set forth:-

ARTICLE I.

The name of the proposed corporation shall be:-  
MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The purpose and objects of the corporation shall be to administer the operation and management of MILLER SIXTY-SEVEN TOWNHOUSES, a condominium, Dade County, Florida, (hereinafter referred to as the "Condominium"), a Condominium project to be established in accordance with the Condominium Act of the State of Florida and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Dade County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to a plan of Condominium ownership, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

The Corporation shall have the following powers:-

1. The Corporation shall have all of the powers and privileges set forth and described in Chapter 617.021, Florida Statutes as amended from time-to-time, relating to corporations not for profit.
2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to, the following:-
  - (a) To make and establish reasonable rules and regulations governing the use of Condominium Units, Common Elements and Limited Common Elements, if any, in said Condominium, as said terms may be defined in said Declaration of Condominium to be recorded.

- (b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in said Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.
- (c) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.
- (d) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors of Membership of the Corporation.
- (e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, by By-Laws of the Corporation which may, hereafter, be adopted, and the rules and regulations governing the use of said Condominium as same may, hereafter, be established.
- (f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Corporation, pursuant to the Declaration of Condominium aforementioned.

#### ARTICLE IV.

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:-

1. The owners of all Condominium Units in the Condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item 5, of this Article IV.

2. Membership shall be established by the acquisition of fee title in a Condominium Unit in the Condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree, or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to, or his entire fee ownership in any



Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Condominium Units, or who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain title to, or fee ownership interest in any Condominium Unit.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Corporation shall be subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium.

4. On all matters on which the Membership shall be entitled to vote there shall be only one vote for each Condominium Unit in the Condominium. The votes may be exercised or cast by the owner or owners of each Condominium Unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast as many votes as he owns Condominium Units in the manner provided by the By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may, hereafter be constructed thereon are submitted to a Plan of Condominium Ownership by the recordation of said Declaration of Condominium, the Membership of the Corporation shall be comprised of the subscribers to these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### ARTICLE V.

The Corporation shall have perpetual existence.

#### ARTICLE VI.

The principal office of the Corporation shall be located at 301 Almeria Avenue, Coral Gables, Florida 33134, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may, from time-to-time, be designated by the Board of Directors.

#### ARTICLE VII.

The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Vice-Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the direction of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

#### ARTICLE VIII.

The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members

of succeeding Boards of Directors shall not be less than three (3) or more than seven (7). The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the Membership, as provided by the By-Laws of the Corporation.

Notwithstanding the foregoing, until such time as MILLER SIXTY-SEVEN CORPORATION, a Florida corporation, its successors and assigns, shall have deeded all of the Condominium Units or until the Developer elects to terminate its control of the corporation, or until two full years have elapsed after the recording of the Declaration of Condominium among the Public Records of Dade County, Florida, whichever occurs first, the Developer shall have the right (a) to elect all of the Directors Corporation, which Directors need not be residents of the Condominium, nor Owners of a Condominium Parcel, nor Members of this Corporation, and (b) to fill vacancies in the Board of Directors. Upon the occurrence of any one of the contingencies referred to in the preceding sentence, the vacancies in the Board of Directors shall then be filled for the unexpired term by the remaining Directors at any regular or special Directors' meeting. Subject to the provisions of the two (2) preceding sentences, commencing with the first annual meeting of the Members, and at each annual meeting of the Members thereafter, the Directors of the Corporation will be elected by the Members to hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified. Those Directors elected by the Members of the Corporation, as distinguished from those Directors elected by the Developer, shall be Members of the Corporation. Until each Unit is sold one time, the Developer shall have the complete and absolute right to determine to whom the Unit is to be sold and to make such sale, without procuring the approval of (a) This Corporation or its Officers or Directors, and (b) The Members of this Corporation or the Owners of the Condominium Parcels, and (c) Any parties whomsoever.

#### ARTICLE IX.

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided however, that the office of the President and Vice-President shall not be held by the same person; neither shall the office of President and Secretary or Assistant Secretary be held by the same person.

#### ARTICLE X.

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:-

<u>NAME</u>	<u>ADDRESS</u>
ANDRES MURAI, M.D.	301 Almeria Avenue Coral Gables, Florida 33134
ANDRES MURAI, JR.	301 Almeria Avenue Coral Gables, Florida 33134
FAUSTINO LEAL	301 Almeria Avenue Coral Gables, Florida 33134

ARTICLE XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which subscribers and their respective Post Office addresses are more particularly set forth in Article X, above.

ARTICLE XII.

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:-

<u>NAME</u>	<u>OFFICE</u>
ANDRES MURAI, M.D.	President
FAUSTINO LEAL	Vice-President
ANDRES MURAI, JR.	Secretary/Treasurer

ARTICLE XIII.

The initial By-Laws of this Corporation are those annexed to the Declaration of Condominium to be made by MILLER SIXTY-SEVEN CORPORATION, a Florida corporation, the Developer of the Condominium, and to be recorded among the Public Records of Dade County, Florida. Such By-Laws, subject to the provisions herein and therein contained, may be altered, amended or added with the approval of not less than a majority of the Board of Directors and 75% of the members of MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION.

ARTICLE XIV.

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon, him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other right to which such Director or Officer may be entitled.

ARTICLE XV.

An Amendement or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the Condominium

Units in the Condominium, whether meeting as members or by instrument, in writing, signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation, in the absence of the President, who shall, thereupon, call a Special Meeting of the Members of the Corporation for a date not sooner than fifteen (15) days, or later than forty-five (45) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days, or more than thirty (30) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than seventy-five (75%) percent of the Corporation in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State, State of Florida, and upon the registration of such amendment or amendments with said Secretary of State a certified copy thereof shall be recorded in the Public Records of Dade County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of MILLER SIXTY-SEVEN CORPORATION to designate and select members of each Board of Directors of the Corporation, as provided in Article VIII, hereof, may be adopted or become effective without the prior written consent of the said MILLER SIXTY-SEVEN CORPORATION.

No amendment to these Articles of Incorporation shall be adopted which would operate to prejudice or impair the right or privileges of any institutional first mortgagee as such rights and privileges have been established in the Declaration of Condominium of MILLER SIXTY-SEVEN TOWNHOUSES, a Condominium, Dade County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals, this 29th day of November, 1973, at Miami, Florida.

Andres Murai, M.D.  
ANDRES MURAI, M.D.

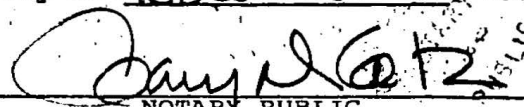
Andres Murai, Jr.  
ANDRES MURAI, JR.

Faustino Leal  
FAUSTINO LEAL

STATE OF FLORIDA )  
COUNTY OF DADE )

SS:-

BEFORE ME, the undersigned authority, personally  
appeared ANDREW MURAI, M.D., and ANDRES MURAI, JR. who being  
first duly sworn, acknowledge that they executed the foregoing  
Articles of Incorporation of MILLER SIXTY-SEVEN TOWNHOUSES  
CONDOMINIUM ASSOCIATION, INC., for the uses and purposes  
therein expressed, this 29th day of November, 1973.

  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

My Commission Expires:

July 22, 1974

~~COMMONWEALTH OF PUERTO RICO~~ )  
STATE OF FLORIDA )  
COUNTY OF DADE )

SS:-

BEFORE ME, the undersigned authority, personally  
appeared FAUSTINO LEAL, who, being first duly sworn, acknowledges  
that he executed the foregoing Articles of Incorporation of  
MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.,  
for the uses and purposes therein expressed, this 29th day of  
November, 1973.

  
NOTARY PUBLIC

My Commission Expires:

July 22, 1974

FILED

NOV 29 4 23 PM '73



CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS  
WITHIN THIS STATE, NAMING RESIDENT AGENT  
UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC. desiring to organize under the laws of the state of Florida, with its principal place of business, as indicated in the Articles of Incorporation, at city of Miami, County of Dade, Florida, has named STANLEY ARTHUR BEILEY, Esquire, located at 341 Pan American Bank Building, Miami, Florida as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act in regard to keeping open said office.

By:   
STANLEY ARTHUR BEILEY Resident Agent

FILED  
JAN 3 4 30 PM '74

## BY-LAWS

OF

MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., herein called the "Association", a non-profit Florida corporation, organized pursuant to Chapter 617, Florida Statutes and Chapter 711, Florida Statutes, for the purpose of administering MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM, a Condominium of lands lying and being situate in Dade County, Florida.

.1 Office. The office of the Association shall be at the premises of the Condominium.

.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Members.

.1 Qualification. The members of the Association shall consist of all of the record owners of Condominium Units.

.2 Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Dade County, Florida, a deed or other instrument establishing a record title to a Condominium Unit in the Condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association may issue certificates of membership.

.3 Voting Rights. The members of the Association shall be entitled to cast one vote for each Condominium Unit owned by them.

.4 Designation of Voting Representative. If a Condominium Unit is owned by one person, his right to vote shall be established by the record title to his Condominium Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by all of the record owners of the Condominium Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Unit concerned. A certificate designating the person entitled to cast the vote of a Condominium Unit may be revoked by any owner thereof.

.5 Approval or Disapproval of Matters. Whenever the decision of a Condominium Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

.6 Restraint Upon Assignment of Shares In Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

3. Members Meetings.

.1 Annual Members' Meeting. The annual members' meeting shall be held at the Condominium property at 7:30 P.M. Eastern Standard Time, on the third Monday in April of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a legal holiday or Saturday or Sunday. The annual meeting may be waived by a unanimous agreement of the members in writing.

.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such directors upon receipt of a written request from members entitled to cast seventy-five (75%) percent of the votes of the entire membership.

.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time-to-time until a quorum is present.

.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:-

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.

- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

.8 Proviso. Provided however, that until the Declarer of the Condominium elects to terminate its control of the corporation; shall have deeded all of the Condominium Units or until two full years have elapsed after the recording of the Declaration of Condominium among the Public Records of Dade County, Florida, whichever occurs first, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the Board of Directors, and until the expiration of such time there shall be no membership meetings without the approval of the then Board of Directors.

#### 4. Board of Directors.

.1 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the number to be determined from time-to-time by the members. Until the Declarer of the Condominium elects to terminate its control of the corporation; shall have deeded all of the Condominium Units or until two full years have elapsed after the recording of the Declaration of Condominium among the Public Records of Dade County, Florida, whichever occurs first, all of the directors of the Association shall at all times be designees of the Declarer and notwithstanding any other provisions of these By-laws, such persons may not be removed except by the Declarer; after the expiration of such period, each director shall be a person entitled to cast a vote in the Association.

.2 Election of Directors. The directors named in the Articles of Incorporation of the Association shall serve until their successors are duly elected and qualified. Directors shall be elected at the annual meeting of stockholders. The persons receiving the most votes for such positions shall be the directors. A director may be removed at any time, with or without cause, upon the affirmative vote of a majority of the quorum of a special members meeting called for such purpose. There shall be no cumulative voting for directors.

.3 Vacancies. If a vacancy in the position of director shall come about as a result of the removal of a director by the members, such vacancy shall be filled by the members at the same meeting wherein such vacancy is created. If a vacancy in the position of director shall occur by reason of death, resignation or incapacity, such vacancy shall be filled by the majority vote of the remaining directors.

.4 Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.5 Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time-to-time by a majority of the directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

.7 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.9 Quorum. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium or these By-Laws.

.10 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time-to-time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

.11 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.12 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the directors present shall designate one of their number to preside.

.13 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, directors designated by the Declarer shall never, under any circumstances be entitled to directors' fees.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or the Manager, subject only to approval by Condominium Unit owners when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:-

.1 Assess. To make and collect assessments against members to defray the costs and expenses of the Condominium.

.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.



.3 Maintain. To maintain, repair, replace and operate the Condominium property.

.4 Insure. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members:

.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium property.

.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium in the manner provided by the Declaration of Condominium. Rules and regulations of the Association, until amended, shall be as set forth in Exhibit "A" attached hereto.

.7 Approve. To approve or disapprove of the transfer, mortgage and ownership of Condominium Units in the manner provided by the Declaration of Condominium.

.8 Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the Condominium.

.9 Purchase Condominium Units. To purchase Condominium Units in the Condominium subject to the provisions of the Declaration of Condominium.

#### 6. Officers.

.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President and Vice-President shall not also be the Secretary. The Board of Directors shall from time-to-time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time-to-time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman of all board and members' meetings.

.3 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President.

.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities

and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

.6 Compensation. The compensation of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Declarer shall receive any compensation for his services as such.

.7 Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:-

.1 Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:-

(a) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually. There shall be no requirement to establish or fund such reserve.

.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.

.3 Assessments. Assessments against the Condominium Unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors.

The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. Until the first annual assessment shall be determined by the Board of Directors of the Association, assessments shall be as set forth in Exhibit "B" attached hereto.

.4 Depository. The depository of the Association will be such banks and/or savings and loan associations in Dade County, Florida as shall be designated from time-to-time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the directors.

.5 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

.6 Initial Working Capital Contributions. Initial working capital contributions, if any, made by the Declarer's immediate grantees to the Association, may be used by the Association for any of its purposes, including current expense, and the same need not be segregated or reserved.

.7 Commencement of Assessments. The initial Board of Directors shall have the absolute discretion to commence assessments as of a time determined by them, provided the same shall not commence prior to issuance of a temporary or permanent certificate of acceptance by appropriate authority nor later than 6 months thereafter.

.8 Proviso. Until the Declarer of the Condominium elects to terminate its control of the corporation, shall have deeded all of the Condominium Units or until two full years have elapsed after the recording of the Declaration of Condominium among the Public Records of Dade County, Florida, whichever occurs first, with regard to Condominium Units then owned by the Developer, the Developer shall have the right during any month to either pay the total of installments of assessments applicable to the Condominium Units then owned by it or, in the alternative, and in lieu thereof, pay to the Association an amount equal to the deficit, if any, between the total of monthly installments on Condominium Units owned by persons other than the Developer and the amount of the Association's current expenses for such month, exclusive of reserves.

8. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

9. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

EXHIBIT "A"  
RULES AND REGULATIONS OF  
MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

1. The sidewalks and entrances of the Condominium buildings shall not be obstructed or used for any other purpose than ingress to and egress from Condominium Units.
2. Nothing shall be hung or shaken from doors, windows or walks of the Condominium buildings.
3. Children shall not be permitted to use the pool, except in the presence of and subject to the supervision of an adult.
4. None of the common elements shall be decorated or furnished by any Condominium Unit owner or resident.
5. No Condominium Unit owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a Condominium Unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Condominium.
6. All garbage and refuse is to be deposited only in the facilities provided for that purpose.
7. No cooking shall be permitted on any balcony.
8. All doors leading from the Condominium Unit to common elements shall be closed at all times except when in actual use for ingress and egress. This item does not apply to screen and sliding glass doors on patios.
9. Condominium Unit owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof, power rooms or service rooms or areas or the sewage treatment facility.
10. There shall not be kept in any Condominium Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use and except for those materials required to maintain the sewage facility.

RECORDED  
INDEXED  
RICHARD F. BEIKER  
CLERK

CLERK NOTE:  
FOR CONDOMINIUM PLANS SEE OFFICIAL  
RECORDS CONDOMINIUM PLAN BK. 33, PAGE 37  
RICHARD F. BEIKER  
CLERK CIRCUIT COURT  
BY Carmon Almes D.C.