

DECLARATION OF CONDOMINIUM  
of  
CHATILLON HALL CONDOMINIUM, INC.

THIS DECLARATION OF CONDOMINIUM, made this \_\_\_\_\_ day of February, 1968, made by Declarant, T. & B. BUILDING CORP., a Florida corporation, hereinafter called the "DEVELOPER", for itself, its successors, grantees, and assigns:

This Declaration of Condominium is being made and recorded prior to the sale or transfer of any apartment or interest therein in the Condominium created by this Declaration and the Declarant, being the owner of all of the interests in said Condominium, makes the following Declarations:

I. PURPOSE: The purpose of this Declaration is to submit the lands herein described and the improvements constructed on such lands to the Condominium form of ownership and use.

A. The Land: The land owned by the Declarant which is submitted to Condominium form of ownership, located in Dade County, Florida, and described as:

Lot 3, Block 14, BAY HARBOR ISLANDS, according to the Plat thereof, recorded in Plat Book 46 at Page 5 in the Public Records of Dade County, Florida;

shall hereinafter be referred to as "The Land" and upon which the Developer has constructed a two-storied, twelve unit residential community, hereinafter referred to and designated as "CHATILLON HALL CONDOMINIUM".

B. Condominium: is that form of ownership under which units of a building intended for independent use are owned by different owners in fee simple; and the parts of the building other than such units, as well as the land, are owned by such owners in undivided shares as tenants in common (without right of partition) which undivided shares are appurtenances to the respective units of the building.

1. The name of the Condominium shall be "CHATILLON HALL CONDOMINIUM"

2. The name and address of the Agent designated to receive service of process is:

ZACARIAS BRAMNICK  
1408 S. Bayshore Drive  
Miami, Florida

C. Condominium Documents: The documents which create the condominium, and which are referred to in said documents as Condominium Documents, are as follows:

(a) This Declaration of Condominium, herein referred to as "The Declaration", which sets forth the nature of the property rights

of the various owners of the property in the Condominium, and the covenants running with the land which govern such rights.

(b) The Articles of Incorporation of "CHATILLON HALL CONDOMINIUM, INC.", a Florida non-profit corporation, by which the owners of apartments will administer the Condominium.

(c) The By-Laws of "CHATILLON HALL CONDOMINIUM, INC.", a Florida non-profit corporation.

(d) Apartment Deed by which Developer will convey individual apartments in the Condominium to purchasers.

(e) Survey of Lot 3, Block 14, BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida, made by J. B. Ford Co., Registered Land Surveyor, consisting of five (5) sheets, dated June 28, 1967, Revised September 7, 1966, Revised January 30, 1968.

## II. DEFINITIONS:

A. Apartments - means a part of the apartment building capable of any type of independent use, including one or more rooms or enclosed spaces as well as open spaces located on one or more floors with a direct exit to a public thoroughfare or highway when used in a conveyance of an apartment and elsewhere when the context so permits. The word "apartment" shall include the appurtenances thereto and as specifically designated and described in the Condominium documents.

B. Apartment Building - The building containing the individual apartments located on the land.

C. Apartment Owner - one owning an apartment in fee simple.

D. Apartment Number - The number which is established herein and in the Condominium Deed as the identification of an apartment.

E. Assessment - an apartment owner's pro-rata share of the common expense which from time to time is assessed against an apartment owner by the Association in the manner herein provided.

F. Association - means "CHATILLON HALL CONDOMINIUM, INC." and its successors through which all apartment owners act as a group in accordance with this Declaration of Condominium and the other Condominium documents.

G. Common Area - portions of the land not occupied by the apartment building and portions of the apartment building which are used by more than one apartment owner.

H. Common Facilities - include:

1. The land;
2. All parts of the apartment building not included within the apartments;
3. All improvements not included within the apartment building;
4. Easements;

5. Installations for the furnishing of utility services to more than one apartment or to an apartment other than the apartment containing the installation concerned such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring, and other facilities for the rendering of such services;

6. The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, such as, but not limited to, washing machines, dryers, tanks, pumps, motors, fans, and compressors;

7. The tangible personal property required for the maintenance and operation of the condominium property; and

8. All other portions of the property which are of common use or are necessary to the existence, upkeep and safety of the condominium.

I. Limited Common Facilities and Areas - mean and include:

Those common areas which are reserved for use of a certain apartment or apartments to the exclusion of the other apartments. Limited common areas include, but are not limited to, storage closets, automobile parking spaces, and apartment balconies.

J. Common Expenses - mean and include:

1. Expense of administration; expense of maintenance, operation, repair or replacement of common facilities and of the portions of the condominium which are the responsibility of the Association;

2. Expenses agreed upon as common expenses by the Association; and

3. Expenses declared common expenses by the provisions of this Declaration and other condominium documents.

K. Condominium Declaration or Declaration of Condominium - the within instrument by which the description of apartments in the apartment building is made of record.

L. Condominium Property - means and includes the land, apartment building and apartments therein, all improvements and structures upon the land, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith which have been or are intended to be submitted to the provisions of this Declaration.

M. Developer - T. & B. BUILDING CORP., a Florida corporation, and its successors.

N. Majority or Majority of Apartment Owners - means apartment owners with fifty-one (51%) per cent or more of the votes assigned in the condominium documents to the apartment owners for voting purposes. Reference to other percentage of apartment owners shall mean the stated percentage of such votes.

O. Person - means an individual, corporation, trustee or other legal entity capable of holding title to real property.

P. Singular, Plural, Gender - Whenever the context so permits, the use of the plural shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.

III. THE CONDOMINIUM:

The Condominium to which the land is subject and submitted to Condominium form of ownership is hereby declared to contain and is divided into twelve (12) units which are subject to private ownership in fee simple. Each unit shall be a part of a Condominium parcel which includes the unit together with the undivided share in the common element which is appurtenant to the unit. Such units shall be identified as apartments by numbers, and shall have an undivided share in the common elements or facilities as specified underneath their respective numbers, as follows:

APT. NO.:	201	202	203
PERCENTAGE :	8.754%	6.697%	8.380%
APT. NO.:	301	302	303
PERCENTAGE :	8.941%	7.072%	8.567%
APT. NO.:	401	402	403
PERCENTAGE :	9.128%	7.445%	8.941%
APT. NO.:	501	502	503
PERCENTAGE :	9.315%	7.632%	9.128%

IV. APARTMENTS: The apartments are constituted as follows:

A. Real Property: Each apartment, together with all appurtenances thereto, for all purposes constitutes a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real estate, independently of all other parts of the Condominium property, subject only to the Condominium documents.

B. Possession - Each apartment owner shall be entitled to the exclusive possession of his apartment.

C. Boundaries - Each Apartment includes all of the apartment building within the boundaries of the apartment which consists of:

1. The volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter walls, ceilings, and floors thereof (including vents, doors, windows, and such other structural elements as ordinarily are regarded as enclosures of space) all as indicated on the attached drawings and survey of J. B. Ford Company, referred to in Article I. C. (e), together with the decorated interior surfaces of the perimeter and interior walls, floors, and ceilings consisting of wallpaper, paint, plaster, carpets, tile, and all other finishing materials affixed or installed as a part of the physical structure of the apartment.

2. All fixtures, mechanical systems, and/or equipment installed in and for the sole and exclusive use of the apartment, commencing at the point of disconnection from the structural body

of the apartment building. Neither any pipes, wires, conduits, and/or other public utility lines or installations constituting a part of the overall systems designed for the general service of all the building as a unit nor property of any kind which is not removable without jeopardizing the soundness, safety, and/or usefulness of the remainder of the apartment building shall be deemed to be a part of any individual apartment.

V. APPURTENANCES: The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the right, title and interest of an apartment owner in the condominium property which includes, but is not limited to:

A. Common facilities - which consist of an undivided interest in the common areas and facilities. Each owner of an apartment shall acquire by virtue of such ownership an undivided share as hereinabove specified in all common elements and facilities, as shown on the attached survey, plot plan and description, including but not limited to the laundry areas, areaways, meter rooms, common closets and ground areas outside the improvements on the property subject only to the restrictions hereinafter contained, and that share in such common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit and there shall, in addition thereto, pass with each unit as appurtenant thereto, an undivided share in any common surplus and the exclusive right to use the common elements in conjunction with the other owners as hereinafter defined and limited. Such common facilities include but are not limited to the land and all parts of the improvements which are not included within the individual apartments, and include the right to use such facilities in common with other apartment owners; and in the event of termination of the condominium, each owner's interest in the common facilities shall be in the proportion as hereinabove set out.

B. Limited common facilities - Each apartment owner shall have the exclusive right to use one of the parking spaces, numbered one through twelve, as assigned to him at the time of closing. Each apartment owner shall have the exclusive right to use the balcony, if any, contiguous to his apartment.

C. Easements for the benefit of the apartments.

D. Association's membership and interest in funds and assets held by the Association. (Provided, however, that such appurtenances shall be subject to all of the herein-described easements for the benefit of other apartments and the Association).

E. Easements to air space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Cross-Easements - The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

1. Ingress and Egress. Easements through the common areas for ingress and egress.

2. Maintenance, repair, and replacement. Easements through the apartments and common facilities for maintenance, repair and replacement of the apartments and common facilities. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

3. Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement for support for the benefit of all other apartments, common areas, and facilities in the building.

4. Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common areas; provided, however, that such easements through the apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the apartment owner.

VI. MAINTENANCE: The responsibility for the maintenance of an apartment shall be as follows:

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

1. All common facilities and all limited common facilities which shall include but not be limited to the outside walls of the apartment building; balconies; interior walls contributing to the support of the apartment building; interior boundary walls of apartments except such portions of the interior walls and interior boundary walls included in the description of apartments as are in this declaration elsewhere defined; load-bearing columns; foundations; roofs; joints; and rafters.

2. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartments within which contained.

3. All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

B. By the Apartment Owner - The responsibility of the apartment owner shall be as follows:

1. To maintain, repair, and replace at his expense all portions of the apartment except the portions to be maintained, repaired, and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or any common area.

3. Not to place or paint any sign or signs on the doors or exteriors of his apartment unit or on any part of the condominium premises. The apartment owner, however, shall have the right to place his name on the apartment door entrance and on the letterbox assigned to him, in size or lettering uniform or similar to that adopted by the Association.

4. To report promptly to the Association any defects or need for repairs which are the responsibility of the Association.

VII. ALTERATIONS AND IMPROVEMENTS: No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the apartment building or impair any easement without first obtaining unanimous approval of all owners of other apartments and the approval of the Board of Directors of the Association.

VIII. COMMON AREAS: The ownership and the use of the common areas shall be governed by the following provisions:

A. Shares of apartment owners. The shares of apartment owners in the common areas as stated in this Declaration and the condominium deed may be altered only by amendment of the Declaration or condominium deed executed by all of the owners of apartments. No such change shall affect the lien of a prior recorded mortgage.

B. Appurtenant to Apartments. The shares of an apartment owner in the common areas are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartment to which they appertain; and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

C. Covenant against Partition. In order to preserve the condominium, the common areas shall remain undivided; and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common areas, so long as the apartment building in useful condition exists upon the land.

D. Non-exclusive Possession. Each apartment owner and the Association may use the common areas other than limited common areas for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

E. Maintenance and Operation. The maintenance and operation of the common areas shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order

to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association.

F. Alterations and Improvements. There shall be no alteration of the apartment building nor further improvement on the land without the approval of seventy-five (75%) percent of the owners thereof and of seventy-five (75%) percent of the Board of Directors of the Association. No structural change shall be made, except in emergency, without the written consent of the majority of the institutional holders of First Mortgages on the individual apartment units. In determining majority, each individual unit mortgage shall be counted as one.

IX. ASSESSMENTS: Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

A. Share of Expenses - Common Expense. The common expense for the common areas and the limited common areas shall be the liability of all apartment owners. Each apartment owner shall be liable only for a proportionate share, being in the ratio of 6.25% for each one (1) bedroom apartment and 9.375% for each one (1) bedroom and den.

B. Accounts - All sums collected from assessments shall be held in trust for the apartment owners and shall be credited to the apartment owner's account from which shall be paid the expenses for which the respective assessments are made.

C. Assessments for recurring expenses - Assessments for recurring expense for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credited to such account. Assessments shall be due in four equal consecutive quarterly payments on the 1st day of each quarter of the year for which the assessments are made. In the event such an annual assessment proves to be insufficient, it may be amended at any time in writing to all apartment owners, and the unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the 1st day of each month thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. The first assessment shall be determined by the Board of Directors of the Association; Such Assessments shall not be increased more than one hundred (100%) percent of the initial assessment per apartment unit without the written consent of the majority of the institutional mortgagees holding First Mortgages on the apartments in the Condominium.

D. Assessments - Liability for payment in event of foreclosure.

In the event the First Mortgagee shall obtain title by foreclosure or voluntary conveyance, the mortgagee or purchaser at the foreclosure sale and/or purchaser from the mortgagee, their successors or assigns, shall not be liable for share of assessments pertaining to such apartment chargeable to the former owner of such apartment which became due prior to foreclosure sale of such apartment. Such unpaid share of assessments shall

be deemed to be common expenses collectible from all of the apartment owners, including the mortgagee or purchaser at the foreclosure sale and/or purchaser from the mortgagee, their successors or assigns.

E. Assessments for emergencies - Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval by the Board of Directors such emergency assessment shall become effective; and it shall be due after thirty days' notice thereof in such manner as the Board of Directors of the Association may require.

F. Assessment for liens - Any and all in rem liens for taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or any portion of the common areas shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to the common areas. All real property taxes levied against the specific apartment units shall be assessed against the particular apartment and paid by the owner as provided for in Article IX, sub-paragraph C hereof.

G. Assessment roll - The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection by apartment owners at all reasonable times. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment rolls by the Treasurer or Assistant Treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

H. Liability for assessments - The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments pro-rated to the period after the date of such sale.

I. Lien for assessments - The unpaid portion of an assessment which is due shall be secured by a lien upon:

1. The apartment and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until payment is past due for at least thirty (30) days.

2. All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

## J. Collections -

1. Interest, application of payments. Assessments and instalments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of six (6%) per cent per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

2. Suit. The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment or by any other competent proceeding and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suit and attorneys' fees.

X. ADMINISTRATION: The administration of the condominium, including the acts required of the Association by the condominium documents, the maintenance, repair, and operation of the common facilities, and the maintenance and repair of all portions of apartments required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

A. "CHATILLON HALL CONDOMINIUM, INC." is a Florida non-profit corporation. Any other form of organization for the Association may be substituted upon the unanimous approval of the members.

B. The By-Laws of the Association are attached hereto and shall remain in effect until such By-Laws are amended as therein provided.

C. The duties and powers of the Association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice for a special meeting may be given by the Association to apartment owners and by apartment owners to the Association in the manner provided for notice to members by the By-Laws of the Association.

E. Trust - All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the apartment owners and for the purposes therein stated.

F. Insurance - The insurance other than title insurance which shall be carried upon the condominium property and the property of the apartment owners 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 the apartment owners and their

mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. Insurance premiums on the condominium property and on the apartment units shall be included in the assessments as provided in Article IX hereof.

## 2. Coverage -

(a) Casualty. All buildings and improvements upon the land including apartments and all personal property included in the condominium property, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association. Such coverage affords protection against:

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

(ii) Such other risk as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief;

(iii) All insurance policies must be written by an insurance company having at least an insurance rating of AA.

(b) Public Liability - in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsements to cover liability of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation - as shall be required to meet the requirements of the law.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

4. Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the institutional lender or mortgagee as escrow agent, or in the event there is no institutional mortgagee, then to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which escrow agent is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. 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 apartment 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 facilities. Proceeds on account of common facilities shall be held in as many undivided shares as there are apartments, the share of each apartment owner being the same as his share in the common facilities.

(b) Apartments. Proceeds on account of apartments shall be held in the following undivided shares:

(i) Partial destruction - when the building is to be restored - For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

(ii) Total destruction of the building or when the building is not to be restored - For owners of all apartments in the building, each owner's share being in proportion to his share in the common facilities appurtenant to his apartment.

(iii) Mortgagee - In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear, and any provision in such mortgage pertaining to the disbursements of proceeds of insurance policies covering the mortgaged apartment shall supersede and take precedence over sub-paragraph F. 5 of this article.

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) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

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

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the mortgagees and then to the beneficial owners, as their interests may appear. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

(e) Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

6. Reconstruction or repair after casualty.

(a) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(i) If the damaged improvement is a common area or common facility other than the apartment building, the damaged property shall be rebuilt or repaired unless it is determined that the condominium shall be terminated.

(ii) Building. If the damaged improvement is part of the apartment building, the damaged property shall be repaired or rebuilt if any apartment in the building is tenantable.

(iii) Total Destruction. If the building is so damaged that no apartment is tenantable, the building shall not be rebuilt unless the owners of seventy five (75%) per cent of the number of apartments shall agree to rebuilding, in writing, within thirty (30) days after destruction of the building.

(iv) Plans and specification. Any such rebuilding or repair shall be substantially in accordance with the plans and specifications for the original building prepared by T. H. HENDERSON, Architect, or according to plans approved by the Board of Directors of the Association. Provided that if other plans are used, then and in such event, the location and size of the apartments in the building shall be substantially the same as in the original plans filed with the Building Department of Town of Bay Harbor Islands, Florida.

(v) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be rebuilt or repaired.

(b) Responsibility. If the damage is only to part of an apartment which is the responsibility of the owner to maintain and repair, then it shall be the responsibility of the owner to repair after casualty. In all other cases the responsibility for rebuilding and repairs after casualty shall be that of the Association.

(c) Estimate of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to place the damaged property in a condition as good as that existing before the damage.

(d) Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of rebuilding or repair by the Association, assessments shall be made against the apartment owners who own the damaged property and against all apartment owners in the case of damage to the common areas or facilities in sufficient amounts to provide funds to pay the estimated costs of repair. If at any time during rebuilding and repair or upon completion of such rebuilding and repair the funds for the payment of the costs thereon are insufficient, assessments shall be made against the apartment owners who own the damaged property and against all apartment owners in the case of damage to common areas and facilities in sufficient amount to provide funds for the payment of such costs. In the event a first mortgagee should insist upon receiving a portion or all of such insurance proceeds, then and in that event the owner responsible for such assessment shall pay unto the Association a sum equal to that retained by such mortgagee, such sum to be for rebuilding.

(e) Construction funds. The funds for payment of costs of rebuilding and repair after damage which shall consist of the proceeds of insurance held by the Insurance Trustee and funds

collected by the Association from assessments against the apartment owners shall be disbursed in payment of such cost in the following manner:

(i) Association. If the amount of the estimated costs of reconstruction and repair of the building or other improvement exceeds the total of the annual assessments for recurring expenses made during the year in which the loss occurred, then the sums paid upon 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 disburse the same in payment of the costs of rebuilding and repair.

(ii) Insurance Trustee. The proceeds of insurance collected on account of a loss and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such loss shall constitute a construction fund which shall be disbursed by the Insurance Trustee in payment of the cost of rebuilding or repairs in the following manner:

Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of rebuilding and repair lies with the apartment owner shall be paid to the apartment owner; or, if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, and such proceeds shall be applied towards reconstruction or repair if it should be decided the damage is to be repaired or rebuilt.

Association - lesser damage. If the amount of the estimated cost of rebuilding and repair of the building or improvement which is the responsibility of the Association is less than the total of the annual assessment for recurring expenses made during the year in which the loss occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon the request of 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 rebuilding and repair of a major damage or loss.

Association - major damage. In the event that the building and/or other improvements for which the Association is responsible should require rebuilding and/or repair and the amount of estimated costs of such rebuilding and/or repair is more than the total annual assessment for recurring expenses during the year in which such loss occurs, 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 employed by the Association to supervise the work.

Surplus. The first monies disbursed in payment of costs of rebuilding and repairing shall be from insurance proceeds; and if there remains a balance in the construction fund after payment of all costs of repairing or rebuilding for which the fund is established, such balance shall, subject, however, to the provisions of any mortgage, be distributed to the apartment owners who are the beneficial owners of the fund as their interest is shown by the condominium documents.

Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association 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 required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee.

G. Taxes and Special Assessments -

1. Anticipated taxes. It is anticipated that taxes and special assessments upon the apartments and common facilities will be assessed by the taxing authorities to the apartment owners.

2. Other assessments. Any taxes and special assessments upon the condominium property which are not assessed against the apartment owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the apartment owners as a common expense.

3. Return for taxation. The Association shall make a return of all apartments for taxation in the name of the respective owners. Such return shall show each apartment owner's share in the apartment building as being the share which the apartment owner owns in the common facilities which are appurtenant to the apartments in the building.

XI. USE RESTRICTIONS: The use of the property of the condominium shall be in accordance with the following provisions:

A. Single-family residences - The condominium property shall be used only for single-family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

B. Nuisances - No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful Use - No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction hereof shall be observed. The responsibility of meeting the requirement of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing Restrictions -

1. Except as hereinafter otherwise specified, no apartment may be rented or leased for any period of time unless and until the owner intending to rent either (a) obtains written approval of such rental from the Board of Directors of the Association, or (b) notifies in writing each of the other apartment owners of his intention to rent or lease, setting forth the name of the proposed tenant and the period of rental, and thereupon, unless more than forty (40%) per cent of the other owners object in writing to such proposed tenancy within ten (10) days after the giving of such notice (such written objection to be filed with the renting owner and with the Secretary of the Association) the renting owner shall have the right to consummate such rental. In any event, such rental shall be for a period of not more than one (1) year and shall be for occupancy only by the lessee and his family.

2. No rooms may be rented and no transient tenants accommodated. No parking spaces or other appurtenances may be used, leased or rented separately from any apartment at any time.

3. Anything herein to the contrary notwithstanding, in the event any institutional first mortgagee acquires title to any apartment unit by foreclosure or by voluntary conveyance, such institutional mortgagee, as purchaser or conveyee, and/or any purchaser from such institutional mortgagee and/or any purchaser at such judicial sale resulting from foreclosure, shall have the unrestricted right to rent such apartment unit to whom-ever it chooses.

E. Regulations - Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) per cent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Conveyances - In order to secure a community of congenial residents and thus protect the value of the apartments, the sale and mortgaging of an apartment by any owner other than the developer shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land:

1. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association, except to a member of his or her immediate family or to another apartment owner. If the purchaser is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the apartment. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed purchaser, and together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not more than thirty (30) days subsequent to the date of approval of the Association within which to close the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser.

(c) In the event that upon the death of an owner of an apartment, his apartment passes to a member or members of his immediate family, either by operation of law, probate proceedings or by the laws of intestate succession, then said apartment shall be deemed to have been transferred to that member or members of his immediate family at the time of his death. If said member or members of the immediate family to whom said property passes do not intend to occupy said apartment but intend to sell same, then they shall give notice to the Association of their intent to sell same together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the sale of the apartment by such applicant or purchaser or furnish a purchaser who will purchase the apartment from said heir, devisee or the personal representative of the estate at the then market value of the apartment.

In the event of the death of an owner of an apartment, his apartment passes to a party or parties not members of his immediate family, either by operation of law, probate proceedings or by the laws of intestate succession, then his heir or devisee, or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such party or parties to occupy said apartment or to sell same together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy by said heir, devisee or personal representative, or sale of the apartment by said heir, devisee or personal representative or furnish a purchaser who will purchase the apartment from said heir, devisee or the personal representative of the estate at the then market value of the apartment.

2. Mortgage. No apartment owner may mortgage his apartment or any interest therein without the approval of the Association except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgagee may be granted upon conditions determined by the Association or may be arbitrarily withheld. This provision shall not be construed so as to prevent the developer from accepting a purchase money mortgage as a part of the purchase price of an apartment nor prevent an apartment owner from accepting a purchase money mortgage from an approved purchaser.

### 3. Liens -

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes, or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes, and special assessments within five (5) days after the lien attaches.

(c) Notice of suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

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

4. Judicial sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Dade County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of any apartment owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through whatever means, shall have the the unqualified right to sell, lease, or otherwise dispose of said interest, and the fee ownership of said apartment without offer to the Board of Directors notwithstanding provisions herein to the contrary; but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

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

6. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant hereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment.

(c) Costs and attorneys' fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and a reasonable attorneys' fees as may be awarded by the Court.

(d) No waiver of rights. The failure of the Association or any apartment owners to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

XII. AMENDMENT: The percentage share of apartment owners in the common facilities as set out in Article V, sub-paragraph A hereof and the percentage of common expenses may not be altered, except as provided in Article VIII, sub-paragraph A hereof. Other portions of the condominium documents may be amended as follows:

A. Declaration of Condominium: Amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association, and, after being proposed and approved by one of the bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by all of the Directors and by not less than seventy-five (75%) per cent of the members of the Association.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee or mortgagees must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Dade County, Florida.

B. Association Charter and By-Laws - The Articles of Incorporation and the By-Laws of the Association may be amended in the manner provided in such documents.

C. Proviso - Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner, group of owners, or mortgagee or mortgagees, unless the parties so affected shall consent to such amendment, and further provided that there shall be no amendment of any condominium documents which amendments affect substantial rights of any institutional mortgagee without the written consent of such mortgagee on ten (10) days prior written notice to such mortgagee.

XIII. TERMINATION: The condominium may be terminated in the following manner:

A. Agreement - The termination of the condominium may be effected by the unanimous agreement of the apartment owners and all mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Dade County, Florida. .

B. Destruction - In the event it is determined, as is elsewhere provided, that the condominium shall not be rebuilt after destruction, the condominium form of ownership will be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts effecting the termination, which certificate shall be recorded among the Public Records of Dade County, Florida.

Feb. 15, 1971

To Members of Chatillon Hall Condominium, Inc.

Re: Amendments to By-Laws

The following amendments to the By-Laws have been approved by the Board of Directors on Nov. 14, 1970 and then again approved by the Membership at the Annual Meeting of Jan. 17, 1971.

Add these changes to the appropriate pages in your copy of the By-Laws.

Page 1:- ARTICLE II, Paragraph A.

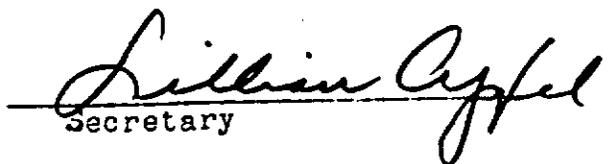
A: The Annual Members' meeting shall be held in the office of the Association during the period January 10th to January 25th, the exact date and time to be determined by the Board of Directors, for the purpose of electing officers, directors and transacting any other business authorized to be transacted by the members.

Page 3:- ARTICLE III, Paragraph A.

A: The Board of Directors will consist of members of the Association. Each Director shall be nominated from the floor at the Annual Meeting of the Association and a majority vote of the membership shall be cast for each Director so elected. A Director may be removed from the office at any time upon affirmative vote of 80% of the members of the Association. There shall be five Directors in number.

Page 5:- ARTICLE VI, Paragraph D.

D: An audit of the accounts of the association by a Public Accountant may be required by a majority vote of the Board of Directors or Membership of the Association. In the event no audit is made by a Public Accountant, a copy of the Treasurer's report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

  
Secretary

BY-LAWS  
of  
CHATILLON HALL CONDOMINIUM, INC.

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I - The Articles of Incorporation of  
CHATILLON HALL CONDOMINIUM, INC.

a corporation not for profit, were filed in the Office of the Secretary of State of Florida on *February 22, 1965*. The Corporation (Association) has been organized for the purpose of administering a Condominium on the following lands in Dade County, Florida:

Lot 3, Block 14, BAY HARBOR ISLANDS, according to the Plat thereof, recorded in Plat Book 46 at Page 5 of the Public Records of Dade County, Florida.

A. The office of the Association shall be at 1020 - 94th Street, Bay Harbor Islands, Florida.

B. The fiscal year of the Association shall be on a calendar year basis.

C. The seal of the corporation shall bear the name of the corporation; the word "FLORIDA", the words, "CORPORATION NOT FOR PROFIT", and the year of incorporation. An impression of the seal is:

II - MEMBERS

*Amended*  
A. The annual members' meeting shall be held in the office of the Association on the third Monday of January in each year at 3:00 P.M. in the afternoon for the purpose of electing officers, directors, and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

B. Special members' meetings shall be held whenever called by the President or the Vice-President acting in his stead, or by a majority of the Board of Directors of the corporation, or upon receipt of a written request of one-third (1/3) of the members of the Association.

C. Notice of all members' meetings, stating the time and place and objects for which a meeting is called shall be given by the President, or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the Association's books, and shall be mailed or delivered by hand to the member not less than five days nor more than thirty days

prior to the date of the meeting. Proof of such mailing or delivery shall be given by affidavit of the person giving such notice. Notice of meetings may be waived before or after meetings.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership.

Vote required to transact business: When a quorum is present at any meeting, the holders of the majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of any Statutes, the Declaration of Condominium, or the By-Laws, a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

E. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the one person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association, excepting, however, that if the owners are husband and wife, the signature or vote of either spouse shall be sufficient and shall bind the other. Such certificate shall be valid until revoked by a subsequent certificate. If such 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.

F. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, unless the proxy be one which continues until revoked, and must be filed with the Secretary before the appointed time of the meeting.

G. Approval or disapproval of an apartment owner upon any matter whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

H. 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.

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

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New Business.
11. Adjournment.

### III - DIRECTORS

*Amended*  
A. The Board of Directors will consist of members of the Association. Each Director shall be nominated from the floor at the annual meeting of the Association and a majority vote of the membership

shall be cast for each Director so elected. A Director may be removed from office at any time upon affirmative vote of 80% of the members of the Association. The number of Directors shall be no less than seven (7) nor more than nine (9).

B. Vacancies in the Board of Directors occurring between the time of the annual meeting of the Association may be filled by the Board of Directors selecting a member of the Association, which selected Director shall serve until the next meeting of the members of the Association, whether the meeting be a regular annual meeting or a special meeting, at which meeting the members shall elect a Director in the manner as herein set out.

C. 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.

E. 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 two days prior to the day named for such meeting unless such notice is waived.

F. Special meetings of the Board of 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 members of the Board. Not less than five (5) 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.

G. 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. Waiver by at least 75% of the members of the Board of Directors shall be equivalent to waiver by all providing the vote at the meeting on any resolution be resolved by the vote of at least two-thirds (2/3) of the members present at the meeting.

H. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. 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. 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.

I. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. Directors' fees, if any, shall be such as may be determined by a vote of the majority of the members of the Association.

#### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and Statutes, the Articles of Incorporation of the Association and the documents establishing the condominium, subject only to approval of apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

A. To make and collect assessments against the members to defray the costs of the condominium.

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

C. The maintenance, repair, replacement and operation of the condominium property.

D. To make alterations and improvements after approval thereof by 75% of the Board and by 75% of the apartment owners.

E. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved or, once approved, cancelled by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. At the present time there is an existing regulation that there shall be no pet or pets on the premises, except with the express consent of the Board of Directors.

F. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

G. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

H. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

I. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

J. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

K. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

L. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

## V - OFFICERS

A. The executive officers of the corporation 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 members of the Association. Any person may hold two or more offices, except that the President shall not hold any other office. The members of the Association shall from time to time elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association. Any officer may be removed at any time upon affirmative vote of 75% of the members.

B. 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 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.

C. 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 Board of Directors.

D. 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 have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. 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 as may be required by the Directors or the President.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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.

F. The compensation, if any, of officers shall be such as determined by a majority vote of the members of the Association. The compensation, if any, of employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

## VI - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for

each apartment. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

- (a) Common expense budget
  - (i) Maintenance and operation of common areas:
    - Landscaping, etc.;
    - Office; Garage;
    - Laundry Areas; Roof;
    - Streets and Walkways
  - (ii) Utility services
  - (iii) Casualty insurance
  - (iv) Liability insurance
  - (v) Administration
- (b) Proposed assessments against each member:
  - (i) Common expense budget
  - (ii) Apartment expense budget

Copies of the budget and proposed assessments shall be transmitted to each member of the Association on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

D. An audit of the accounts of the Association shall be made annually by a public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

E. Fidelity bonds may be required by the Board of Directors from officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

## VII - PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Association, or with the Statutes of the State of Florida.

VIII - AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

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

B. A resolution adopting a proposed amendment must receive approval of two-third (2/3) of the votes of the entire Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval or disapproval in writing.

C. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

D. Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Dade County, Florida.

The foregoing were adopted as the By-Laws of

CHATILLON HALL CONDOMINIUM, INC.

a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on

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SECRETARY

APPROVED:

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PRESIDENT

CPM 20090727 14:12:00  
OR BK 25970 Pg 3573 - 3574 (3-06)  
RECORDED 09/07/2009 14:12:00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:  
**CARLOS F. MARTIN, ESQUIRE**  
BECKER & POLIAKOFF, P.A.  
121 Alhambra Plaza, 10<sup>th</sup> Floor  
Coral Gables, Florida 33134

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CHATILLON HALL CONDOMINIUM, INC.**

WHEREAS, the Declaration of Condominium of Chatillon Hall condominium, Inc. was duly recorded in Official Records Book 5882 at Page 538 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, at a duly called and convened special meeting of the membership of the Association held on JUNE 21, 2009, the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein was duly approved by a vote of the membership in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 31 day of JULY, 2009 at Miami-Dade County, Florida.

CHATILLON HALL CONDOMINIUM, INC.

[Signature]  
Witness

BY: [Signature]  
President

(Seal)

[Signature]  
Witness

PRINT: EDIBIS NASELLO

ATTEST: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 31 day of JULY, 2009 by EDIBIS NASELLO the PRESIDENT of Chatillon Hall Condominium, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced ( \_\_\_\_\_ ) as identification and who did/did not take an oath.

[Signature]  
NOTARY PUBLIC SIGNATURE  
STATE OF FLORIDA AT LARGE



My commission expires: 7/22/2011

EILEEN A. MERCURIO  
PLEASE PRINT OR TYPE NOTARY SIGNATURE

**EXHIBIT "A"**  
**AMENDMENT**  
**TO**  
**THE DECLARATION OF CONDOMINIUM**  
**OF**  
**CHATILLON HALL CONDOMINIUM, INC.**

(Additions indicated by underlining; Deletions indicated by ~~striking through~~.)

Amendment to Article XI, Section D of the Declaration of Condominium to provide as follows:

~~D. Leasing Restrictions. 1. Except as hereinafter otherwise specified, no apartment may be rented or leased for any period of time unless and until the owner intending to rent either (a) obtains written approval of such rental from the Board of Directors of the Association, or (b) notifies in writing each of the other apartment owners or his intention to rent or lease, setting forth the name of the proposed tenant and the period of rental, and thereupon, unless more than forty (40%) per cent of the other owners object in writing to such proposed tenancy within ten (10) days after the giving of such notice (such written objection to be filed with the renting owner and with the Secretary of the Association) the renting owner shall have the right to consummate such rental. In any event, such rental shall be for a period of not more than one (1) year and shall be for occupancy only by the lessee and his family.~~

D. Leases:

1. Only entire units may be rented. There shall be no subdivision or subletting of units. Units may only be occupied by tenants as a single family residence. Leases shall not have a term longer than one (1) year.

2. The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstance. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern.

3. All leases shall be on a uniform form of lease if one is so promulgated by the Association. Leases may also include an addendum promulgated by the Association, if the Association so requires. Uniform leases and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, By-Laws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). All leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the unit owners shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the condominium documents, without waiver of any remedy available as to the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner in the same manner as common expenses charges.

4. The Association shall have the authority to charge a non-refundable \$100.00 screening fee per applicant, other than husband/wife or parent/dependent child, which are considered one applicant, in connection with the approval required for the lease of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

5. Tenants shall be required to place in escrow with the Association a security deposit in an amount to be established by the Board of Directors from time to

time, provided however the amount of the security deposit shall not be less than the equivalent of one (1) month's rent on the on the leased unit. The security deposit may be used by the Association to repair any damages to the Common Elements resulting from acts or omissions of tenants, their guests and invitees (as determined in the sole discretion of the Board of Directors). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

6. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement.

7. In the case of a lease renewal, if there has been no record of a violation of the documentary regulations in the lessee's file and if there has been no change in circumstances of the lessee from the previous lease term, the Association shall approve the lease renewal. Nonetheless, the lessee shall be required to submit written notification to the Association of his/her intent to renew the lease agreement and a copy of the said lease agreement.

8. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if the denial is based on good cause. Good cause shall include, but not be limited to the following factors, which shall be deemed non-discriminatory and non-arbitrary reasons on their face and shall serve as a legitimate basis for denial of a lease or renewal:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

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

(vi) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid;

(vii) All assessments and other charges against the unit have not been paid in full;

(viii) Any other reason legitimately relied upon by the Board of Directors in a non-discriminatory and non-arbitrary matter, to be determined by the Board of Directors, in its sole discretion on a case by case basis.