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This instrument was prepared by:  
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DECLARATION OF CONDOMINIUM  
ESTABLISHING  
COLLONADE CONDOMINIUM

This Declaration of Condominium, made this 20th day of July, 1973, made by Declarant, COLLONADE INCORPORATED, a Florida corporation, hereinafter called the "Developer", or "Declarant", its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer is the owner of the fee simple title to that certain tract of land situated in Dade County, Florida, hereinbelow described, and on which tract there has been constructed a sixty (60) unit residential community, hereinafter referred to and designated as "COLLONADE CONDOMINIUM"; and

WHEREAS, this Declaration of Condominium is being made and recorded prior to the sale or transfer of any unit or interest therein in the condominium created by this declaration,

THE DECLARANT, being the owner of all of the interests in said condominium, makes the following declarations:

I

SUBMISSION STATEMENT

Declarant does hereby submit to condominium ownership that tract of land, including the improvements situate thereon and the appurtenances thereto, legally described as follows:

Lots 30 through 43, Block 4, of SANS SOUCI ESTATES, according to the Plat thereof, as recorded in Plat Book 50, at Page 86, of the Public Records of Dade County, Florida.

II

NAME

The name by which the condominium is to be identified is COLLONADE CONDOMINIUM.

III

IDENTIFICATION OF UNITS

The units of the condominium are identified by number pursuant to and as shown on Exhibit A attached hereto and made a part hereof. No unit bears the same designation as any other unit.

IV

SURVEY, PLOT PLAN AND GRAPHIC  
DESCRIPTION OF IMPROVEMENTS

Contemporaneously herewith, there is being recorded a survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof which together with the declaration are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions, which documents have been certified in accordance with F.S. 711.08(e) of the condominium act, which documents are incorporated herein by reference and made a part hereof and deemed Exhibit A of this declaration.

V

UNDIVIDED SHARES IN COMMON ELEMENTS

The undivided shares, stated as percentages or fractions, in the common elements which are appurtenant to each of the units are set forth on Exhibit B attached hereto and incorporated herein by reference.

VI

SHARING COMMON EXPENSES AND  
OWNING COMMON SURPLUS

Each unit owner shall share that portion of the common expenses and own that portion of common surplus as is hereby attributed to the respective units, to-wit: each unit shall own and share one-sixtieth (1/60) of the total.

VII

VOTING RIGHTS

There is hereby allocated one (1) vote to each condominium parcel. Each vote shall be cast by the respective unit owner. In the event a unit shall be owned by more than one owner, the total

owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the by-laws of the condominium association.

VIII

AMENDMENT OF DECLARATION

This Declaration (except as otherwise provided herein) may be amended in the manner set forth in paragraph numbered IX set forth hereinbelow, at any regular or special meeting of unit owners called and noticed in accordance with the by-laws, by an affirmative vote of eighty-five (85%) per cent of the unit owners present and voting.

The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel; (b) leasing rights in provision XXB hereinbelow; (c) voting rights; (d) percentages of sharing common expenses and owning common surplus, or (e) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of mortgage encumbrances, in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, any amendments of this Declaration, or of the by-laws attached hereto, which in any way alters, changes, limits, diminishes, or otherwise affect any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel or common areas (elements), shall require the joinder of said institutional mortgagee in order to become effective.

All amendments shall be recorded as required by law.

IX

METHOD OF AMENDING DECLARATION

This Declaration, subject to paragraph numbered VIII above, may be amended in the following manner:

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

B. Resolution. A resolution adopting a proposed amend-

ment may be proposed by any unit owner at a meeting of the members of the Association and thereafter voted upon by said members. Unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing, provided such written approval or disapproval is received by an officer of the Association twenty-four (24) hours before such meeting.

C. Notice to Mortgagees. A copy of proposed amendments shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee or mortgagees to a proposed amendment must be received in writing by the Association before adoption of such amendment by the Association.

D. 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.

E. Execution. An amendment to the Declaration of Condominium shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording data identifying the Declaration.

X

BY-LAWS

The By-Laws of this condominium are set forth in Exhibit C attached hereto and made part hereof by reference. The By-Laws may be amended in the same manner as is provided for the amendment of the Articles of Incorporation.

XI

ASSOCIATION

The name of the association responsible for the operation of this condominium is COLLONADE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida. A copy of the Articles of Incorporation of COLLONADE CONDOMINIUM ASSOCIATION, INC. is attached hereto and marked Exhibit D and made part hereof in its entirety.

XII

LIMITED COMMON ELEMENTS

There are designated and reflected on the attached Exhibit A, sixty (60) separate parking spaces located on the condominium property which are identified with the same identification numbers as units, and which shall be limited common elements for the exclusive use of the unit whose identification number it reflects.

There are also designated and reflected on the attached Exhibit A, sixty (60) separate yard areas located on the condominium property which are identified with the same identification number as units, and which shall be limited common elements for the exclusive use of the unit whose identification number it reflects.

XIII

COMMON ELEMENTS

The common elements shall include the land and all improvements which are not included within the units or limited common elements, together with such other items as are set forth in the Condominium Act. Unit owners shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owner's respective units, including paint, wallpaper, tile, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No alterations or additions to the common elements shall be made, except upon the affirmative vote of eighty-five (85%) per cent of the unit owners. No unit owner shall make any structural alteration within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

XIV

UNITS

A. Real Property. Each unit, 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 unit owner shall be entitled to the exclusive possession of his unit.

C. Boundaries. Each unit includes all of the building within the boundaries of the unit 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), 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 furnishing materials affixed or installed as a part of the physical structure of the unit.

XV

MAINTENANCE

The responsibility for the maintenance of a unit 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 elements (unless otherwise herein provided) which shall include but not be limited to the outside walls of the building; interior wall contributing to the support of the building; interior boundary walls of units (except such portions of the interior walls and interior boundary walls included in the description of units as are in this Declaration elsewhere defined); load-bearing

columns; foundations; roofs; joints; rafters; and balconies.

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

3. Incidental damage caused to a unit by such work shall be promptly repaired at the expense of the association.

B. By the Unit Owner. In addition to the restrictions contained in paragraph numbered XXIII of this Declaration set forth hereinbelow, the responsibility of the Unit Owner shall be as follows:

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

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

3. To maintain, repair and replace at his expense, all plumbing, electric wires and circuits and windows contained within his unit as needed.

XVI

ASSESSMENTS

Assessments against the unit owners shall be made by the Association and shall be governed by the following provisions:

A. Share of Expenses. The common expense for the common areas and the limited common areas shall be the liability of all unit owners. Each unit owner shall be liable only for one-sixtieth (1/60) of same as set forth in paragraph numbered VI above.

B. Accounts. All sums collected from assessments shall

be held in trust for the unit owners and shall be credited to the unit owner's account from which shall be paid the expenses for for which the respective assessments are made.

C. Assessments for Recurring Expenses. Assessments for recurring expenses 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 made for the calendar year annually, in advance on December 1, preceding the year for which assessments are made. Such assessments shall be due in twelve equal consecutive monthly payments on the 1st day of each month 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 unit owners, and the unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first 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 and dates of payment thereof shall be determined by the Board of Directors of the Association.

D. Assessments - Liability for Payment in the Event of Foreclosure.

In the event the first mortgagee shall obtain title by foreclosure sale and/or purchaser from the mortgagee, their successors or assigns, shall not be liable for the share of assessments pertaining to such unit chargeable to the former owner of such unit which became due prior to the foreclosure sale or voluntary conveyance of such unit. Such unpaid share of the assessments shall be deemed to be common expenses collectible from all of the unit 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 assessment 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 (30) 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 unit or any portion of the common areas shall be paid by the Association as a common expense and shall be assessed against the units as attributed to the common areas. All real property taxes levied against the specific units shall be assessed against the particular unit and paid by the owner.

G. Assessment Roll. The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection by unit owners at all reasonable times. Such roll shall indicate for each unit 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 unit 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 a unit owner's assessment account as of the date upon which it is delivered.

H. Liability for Assessments. The owner of a unit 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 elements or by abandonment of the unit for which the assessments are made.

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

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

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

J. Collections.

1. Interest, application of payment. Assessments and installments paid on or before ten (10) days after due date shall not bear interest; but all sums not paid on or before ten (10) days after due date shall bear interest at the rate of ten (10%) 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 equity or by any other competent proceedings and in any 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, costs of suit and reasonable attorneys' fees.

XVII

INSURANCE

The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit 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

as well as mortgagees of any common elements, unit 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 unit owners. Such policies and endorsements shall be deposited with the "Insurance Trustee" which "Insurance Trustee" shall be defined as such bank in the State of Florida having trust powers as selected and approved by the Board of Directors of the Association. Unit 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 units shall be included in the assessments as provided in paragraph numbered XV hereof.

2. Coverage.

- (a) Casualty. All buildings and improvements upon the land including units 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:
- (1) Loss or damage by fire and other hazards covered by a standard extended-coverage endorsement;
  - (2) 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;
  - (3) 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 unit owners as a group to a unit 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 promptly when due.

4. Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as well as mortgagees of any common elements, 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 an "Insurance Trustee" who shall not be liable for payment of premiums nor for the renewal of 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 unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the "Insurance Trustee". Institutional Lender shall include savings and loan association, banks and insurance companies.

(a) Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units, the share of each unit owner being the same as his share in the common elements

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

(1) Partial Destruction. When the building is to be restored - For the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(2) Total Destruction of the building - or when the building is not to be restored - For owners of all units in the building, each owner's share being in proportion to his share in the common elements appurtenant to this unit.

(3) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and unit owner, as well as mortgagees of any common elements, as their interest may appear, and any provision in such mortgagee pertaining to the disbursement of proceeds of insurance policies covering the mortgaged unit shall supersede and take precedence over sub-paragraphs 5 and 6 below.

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 after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners, their mortgagees, and mortgagees of any common elements being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit 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 a unit or common element and may be enforced by such mortgagee.

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

(e) Association as Agent. The Association is hereby irrevocably appointed agent for each unit 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:

(1) If the damaged improvement is a common area or common facility other than a building, the damaged property shall be rebuilt or repaired.

(2) Building. If the damaged improvement is part of a building or buildings, the damaged property shall be repaired or rebuilt.

(3) Plants and Specifications. Any such

rebuilding or repair shall be substantially in accordance with the plans and specifications for the original building, or according to plans approved by the Board of Directors of the Association.

Provided that if other plans are used, then in such event the location and size of the units in the building shall be substantially the same as in the original plans filed with the Building Department of North Miami, Florida.

(4) 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 a unit 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) Estimates 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 unit owners who own the damaged property and against all unit 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 unit owners who own the damaged property and against all unit 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 of 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 unit owners shall be disbursed in payment of such costs in the



following manner:

(1) 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.

(2) 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 unit 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:

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

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surety or guaranty satisfaction to the Association for the reconstruction or repair in due diligence and payment therefor. In the event the unit owner fails to so perform diligently, the Association may do so and shall have a lien on the said unit for expenses incurred by reason thereof, as well as for reasonable counsel fees, and such action on the part of the Association shall not excuse the breach on the part of the unit owner.

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 buildings 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 unit 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 sum to be paid are due and properly payable and stating the name of the payee and the amount to be paid; pro-

vided, that when a mortgagee is required to be named as payee, the "Insurance Trustee" shall also name the mortgagee as payee.

XVIII

TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the agreement of eighty percent (80%) of the unit owners and one hundred percent (100%) of 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. Shares of Ownership after Termination. After termination of the condominium the unit owners shall own the condominium property as tenants in common in undivided shares, as established by Exhibit B attached hereto, and their mortgagees and lienees shall have mortgages and liens upon the respective shares of the unit owners. The valuation of the undivided shares of the unit owners shall be determined as follows:

1. The Association shall determine the amount of insurance proceeds available for distribution, if any, and shall secure a detailed and reliable appraisal of the condominium property. Such proceeds and values shall be shown separately as follows:

(a) Insurance Proceeds. The amount of the insurance proceeds available for distribution for the damages inflicted by casualty upon the improvements of the building including the common facilities.

(b) Appraised Value. The appraised values of the land and the improvements remaining thereon.

C. Credits. The value of the land and the improvements remaining thereon shall be added to the insurance proceeds on the common elements, and such sum shall be credited to the unit owners in the shares established by Exhibit B attached hereto.

D. Percentage. The total of said credits to each unit owner shall be reduced by the amount of insurance proceeds to be distributed to him on account of such loss. Each unit owner's individual share in the condominium property, including the land and the improvements remaining thereon shall be that percentage share which such reduced share bears to the total appraised value of the condominium property.

E. Covenants Running with the Land. All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto and every unit owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

F. Right to Partition after Termination. Following termination, the property may be partitioned and sold upon the application of any unit owner. If the Board of Directors following a termination, by not less than eighty percent (80%) vote, determines to offer the property for sale, each unit owner shall be obligated to execute such deeds and other documents reasonably required to effect such sale at such time and such form as the Board of Directors directs. The recording of each such deed or conveyance in the Public Records of said County will have the immediate effect of releasing all Association liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by the Board of Directors as provided herein. Said Board of Directors shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Board of Directors shall deem best, for the highest

with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable sales expenses, attorney's fees, appraiser's fees, and other costs reasonably incurred, the Board of Directors shall apportion the remaining funds in its hands among the units according to the percentages of ownership of the common elements and sharing of the common surplus set forth in Exhibit B. The Board of Directors shall distribute each unit's share of said funds jointly to the record title owners of each unit at the time of the conveyance to the designee of the Board of Directors by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged at the time of a sale to a bona fide purchaser, even though the share of a particular unit in the sale proceeds is insufficient to pay all such liens in full; in such event the lienholders who had priority against the title to the unit shall have the priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee, Mortgagees and other lienholders shall, by voting in favor of termination, be deemed to have consented to and to be bound by the foregoing provisions. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

XIX

SEVERABILITY

The invalidity of any covenant, restriction, or other provisions of the condominium documents shall not affect the validity of the remaining portions thereof.

XX

TRANSFER OF UNITS

A. Sale. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name, address and phone number of the proposed purchaser, the contract of sale and such other information about the proposed purchaser as the Board of Directors may reasonably request, to the Board of Directors for their approval or dis-

date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Dade County, Florida. Under no circumstances may the Association charge a unit owner or purchaser of a unit a transfer or similar fee for issuing such approval.

If neither approved or disapproved within fifteen (15) days from submission, the transfer shall be deemed to have been approved by the Directors and upon request of the seller or purchaser of such unit, the Directors shall execute a written approval as heretofore provided.

If the transfer be disapproved, the Directors, on behalf of the Association, or approved designee of the Association, shall have thirty (30) days from date of disapproval within which to purchase the condominium parcel from the seller-unit owner on the same terms and conditions as contained in the contract of sale.

If the Association, or its designee, fails to exercise their option to purchase within said thirty (30) day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any sale made by COLLONADE INCORPORATED; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

B. Leasing. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than thirty (30) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and the lessee has been approved for occupancy in writing by the Directors of the Association. Under no circumstances may the Association charge a unit owner or proposed lessee of a unit a transfer or similar fee for issuing such

Approval by the Directors shall not be unreasonably withheld, it being the intent hereof that unit owners shall have the right to own units for investment purposes and lease same to qualified lessees. The provisions of this Section B - Leasing, shall only be subject to change or amendment by a vote of one-hundred (100%) percent of the members of the Association. No individual rooms in a unit shall be separately rented. Only the entire unit may be rented for occupancy solely to a qualified lessee, his family and social guests.

The above and foregoing restrictions and provisions under "Leasing", Section XX, paragraph lettered 'B', shall not be applicable to any institutional mortgagee.

XXI

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 unit.

XXII

DEVELOPER'S RIGHTS

The Developer is irrevocably empowered, notwithstanding anything to the contrary herein, to sell, lease, or rent units to any persons approved by the Developer. Said Developer shall have



the right to transact on the condominium property any business necessary to consummate sale or rental of units in the condominium developed by Developer including, but not limited, the right to maintain models, have signs, employees in the office, use the common elements and to show units. All signs, furniture and other personal property used (no matter where located) in or on the condominium property owned by Developer and used as an aid in sales shall remain the property of Developer and removable at any time in Developer's sole discretion.

XXIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

A. No unit shall be used for any purpose other than as and for a private single-family residence or dwelling for the respective unit owner, the members of his family, his social guests or tenant of a unit owner.

B. All unit owners shall be responsible for keeping and maintaining the interior of their respective units and the fixtures and equipment therein in good condition and repair, including the entire air conditioning system (excluding ducts but including compressors, fans, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments.

C. Unit owners, at their cost and expense, may improve their yards and terraces by the planting of shrubs, bushes and trees and by the installing of rock gardens, terraces and other appurtenances including fences similar to those presently on the condominium property, provided such improvements are not in violation of any city, county and state ordinances, regulations or

law. No improvements made by an individual owner shall be such that encroaches the yard or terrace of an adjoining owner. Although the Association shall periodically mow the grass in the respective yard and terraces and spray from time to time as needed, the cost of which shall be a common expense, any improvements made in the limited common elements of a unit shall be maintained and repaired by the unit owner. All unit owners shall keep and maintain their respective yards and terraces in a clean and sightly condition, and will be responsible for the maintaining of all shrubbery planted by them together with all improvements such as rock gardens, fences and other such improvements identified with yards and terraces including all edging and trimming.

D. No unit owner shall cause any signs of any nature whatsoever to be posed or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates approved by the Board of Directors.

E. Unit owners shall be permitted to keep pets, including birds, such as canaries or parakeets, fish, such as goldfish and tropical varieties; cats and dogs. Owners shall take such precautions as are necessary to insure that no such pets disturb or annoy other occupants of the buildings. No such pets shall be raised for commercial purposes, and no more than two dogs or two cats may be kept at any time by an owner. No cat or dog shall be permitted outside the owner's unit except when leashed and accompanied by the owner. Each owner shall be responsible for the actions of his pet and policing the grounds thereafter. Owners of pets determined by the Board of Directors to be a nuisance, agree to remove same from the premises upon demand. Owners of pets agree to pay for any damage done by their pets to the common elements or the property or person of others and shall be legally liable therefor.

F. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements

or limited common elements, except as otherwise provided herein, and shall be liable for damages therefor.

G. All common walkways and common areas shall be kept, at all times, free for their intended use by the unit owners in common, and shall in no event be appropriated for individual use by the individual unit owners, either on a temporary or permanent basis.

H. No clothing, bedding, towels, or other items shall be dried or aired on any balcony, front porch, side yard or in front of any building in the condominium.

I. All garbage or trash shall be placed in the areas provided for such purposes by the Association.

J. All occupants of units shall not make noises, or use musical instruments, radios, televisions and amplifiers, that disturb other occupants. This paragraph shall be construed in such a manner as to reasonably protect each unit owner's right to quiet enjoyment of his unit.

K. In no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

L. Unit owners and lessees of unit owners shall exercise reasonable parental control and supervision over their children in order to prevent acts of vandalism and damage to the common areas and limited common areas and in order to minimize noise and inconvenience to others.

M. No unit in the condominium shall be occupied on a permanent basis by more than four (4) individuals.

N. Unit owners, or unit owners' lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six (6) month period, or a maximum of six (6) weeks in any twelve (12) month period; provided that at no time shall any unit be occupied by more than four (4) individuals. The six (6)

month periods shall commence on the date of filing this Declaration.

O. Unit owners shall place only lawn type furniture on unit balconies and front porches. Front porches of units shall be kept clear of articles except not more than two lawn chairs unless the Association's Board of Directors gives written approval for other articles.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions of any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement and/or the abatement of, as the case may be, any provision of the restrictive covenants, then in such event, the unit owner shall pay for the costs, attorney's fees and other expenses for such legal proceeding by the Association, provided that the Association has been successful in such litigation.

This Declaration for the Creation and Establishment of COLLONADE CONDOMINIUM, including the exhibits attached hereto, made and entered into, and submitted this 20th day of July, A.D., 1973.

Witnesses:

Joel S. Scheeler  
Samuel H. Silverglate

COLLONADE INCORPORATED, (SEAL)  
a Florida corporation

By David M. Lazan  
DAVID M. LAZAN, Vice-President

Attest: Melvyn Trute  
MELVYN TRUTE, Asst. Secy

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 acknowledgments, personally appeared, DAVID M. LAZAN and MELVYN TRUTE, well known to me to be the Vice-President and Assistant Secretary, respectively, of the corporation named in the foregoing, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July, A.D., 1973.

*Londie Coker*  
Notary Public, State of Florida, at  
large

My commission expires:  
*February 28, 1977*

EXHIBIT "B"

SCHEDULE OF PROPORTIONATE SHARES (EXPRESSED IN PERCENTAGE)  
IN COMMON ELEMENTS APPURTENANT TO UNITS IN  
COLLONADE CONDOMINIUM

<u>UNIT</u>		<u>UNIT</u>	
2105	2.25	2197	1.80
2107	1.57	2199	1.57
2109	1.80	2201	1.66
2111	1.57	2203	1.57
2113	1.80	2205	1.66
2115	1.57	2207	1.57
2117	1.80	2209	1.66
2119	1.57	2211	1.57
2121	1.80	2213	1.66
2123	1.66	2215	1.66
2145	1.95	2237	1.80
2147	1.57	2239	1.57
2149	1.80	2241	1.66
2151	1.57	2243	1.57
2153	1.80	2245	1.66
2155	1.57	2247	1.57
2155	1.80	2249	1.66
2159	1.57	2251	1.57
2161	1.80	2253	1.66
2163	1.66	2255	1.66
2175	1.66	2275	1.66
2177	1.57	2277	1.66
2179	1.57	2279	1.57
2181	1.57	2281	1.66
2183	1.57	2283	1.57
2185	1.57	2285	1.66
2187	1.57	2287	1.57
2189	1.57	2289	1.66
2191	1.57	2291	1.57
2193	1.66	2293	2.26

EXHIBIT "C"

BY-LAWS

COLLONADE CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit  
under the Laws of the State of Florida

ARTICLE I

Identity

Section 1. These are the By-Laws of COLLONADE CONDOMINIUM ASSOCIATION, INC., called "Association" in these By-Laws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on April 23, 1973. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name COLLONADE CONDOMINIUM and located upon the lands described in the Association's Articles of Incorporation.

Section 2. The office of the Association shall be at 1124 Kane Concourse, Bay Harbor Islands, Florida, until otherwise changed.

Section 3. The corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient and for the best interests of the corporation.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida", and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II

Definitions

Section 1. All words, phrases, names and/or terms used in these By-Laws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, and Exhibits attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

ARTICLE III

The Association

Section 1. Members. The owners of the condominium parcels shall be the members of this Association.

(a) Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership.

(b) Any legal entity, upon acquiring title to a condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 2. Place of Meeting. Meetings of the membership shall be held at such suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall not be held until the Developer, COLLONADE INCORPORATED, a Florida corporation, has sold all of the condominium units in COLLONADE CONDOMINIUM, or until Developer has elected to terminate its control of the condominium, or until after December 1, 1974, whichever event occurs first. Thereafter, the annual meetings of the Association shall be held on the first Tuesday of August of each succeeding year. At the annual meeting the members may transact such business of the



Association as may properly come before them. The time of all meetings shall be set by the Directors, and the Directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of a "majority of owners" as defined hereinbelow. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears in the membership book of the Association, or if no such address appears, at his last known place of address, at least ten (10), but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean owners having the right to vote 50% plus one or more votes.

Section 7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by written proxy, of a "majority of owners", as defined in Section 6 of this Article, shall constitute a quorum.

Section 8. 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 written proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by written

proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by written proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these By-Laws, a different vote is required in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. All proxies must be in writing and be filed with the Secretary at any meeting or meetings for which the proxy was given before the proxy may vote.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the Minutes of preceding meeting and approval thereof
- (d) Reports of officers, auditor (if present), and legal counsel (if present).
- (e) Reports of committees.
- (f) Election of officers (if election to be held).
- (g) Old business
- (h) New business
- (i) Adjournment

#### ARTICLE IV

##### Administration

Section 1. Number and Qualification. Initially, the number of directors constituting the Board of Directors, who shall primarily be in charge of the administration of the offices of the Association, shall consist of three (3). Thereafter, the number of directors that shall constitute the Board shall be seven (7). All directors, except for the initial directors named in the Articles of Incorporation, shall be mem-

bers of the Association. Except for the initial directors, six (6) of the seven (7) directors shall own a unit in a different building (of the six condominium buildings) on the condominium property.

Section 2. Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3. Any director may be removed by concurrence of two-thirds (2/3) of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be immediately filled by the members of the Association at the same meeting; provided however, in the event such removal shall occur, prior to the time the unit owners have assumed control of the association, such vacancy shall be filled by the remaining directors, if any, or the developer.

Section 4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be immediately filled by the remaining directors.

Section 5. 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.

Section 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, or these By-Laws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

- (a) All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as provided above.

(b) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

(c) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

(d) To determine the depository for the funds of the Association.

(e) To determine who will act as legal counsel and who shall be the accountant for the Association whenever necessary.

(f) To acquire and, if necessary or desirable, enter into employment agreements with the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and set the salaries of said personnel.

(g) Assess and collect all assessments pursuant to the Condominium Act.

Section 7. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of the Board of Directors elected by the Association members shall be held within ten (10) days after such election, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10. Regular Meeting. Regular meetings of

the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least three such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least four (4) Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be 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 for a period of up to ten (10) days. At any such reconvened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 15. Designation of Officers. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, a Vice-President, and an Assistant Secretary, and such other officers as in their judgment may be necessary from the unit members.

Section 16. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 17. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 18. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 19. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform

such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 20. Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Directors, and the Minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 21. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE V

AMENDMENT OF BY-LAWS

Section 1. These By-Laws (except as otherwise provided herein) may be amended in the manner set forth in Section 2 set forth hereinbelow, at any regular or special meeting of unit owners called and noticed in accordance with these By-Laws, by an affirmative vote of eight-five (85%) percent of the unit owners present and voting.

The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel; (b) leasing rights in provision XXB of the Declaration of Condominium of which this is an Exhibit; (c) voting rights; (d) percentages of sharing common expenses and owning common surplus; or (e) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of mortgage encumbrances, in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, any amendments of these

By-Laws which in any way alters, changes, limits, diminishes, or otherwise affect any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel or common element, shall require the joinder of said institutional mortgagee in order to become effective.

All amendments shall be recorded as required by law.

Section 2. These By-Laws, subject to Section 1 above, may be amended in the following manner:

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

B. Resolution. A resolution adopting a proposed amendment may be proposed by any unit owner at a meeting of the members of the Association and thereafter voted upon by said members. Unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing, provided such written approval or disapproval is received by an officer of the Association twenty-four (24) hours before such meeting.

C. Notice to Mortgagees. A copy of proposed amendments shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee or mortgagees to a proposed amendment must be received in writing by the Association before adoption of such amendment by the Association.

D. 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.

E. Execution. An amendment to the By-Laws of the Condominium shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording data identifying the Declaration.



DEF 8482 PG 1666  
REC

The foregoing was adopted as the By-Laws of COLLONADE  
CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under  
the Laws of the State of Florida, at the first meeting of the  
Board of Directors on the 24th day of April, D. D., 1973.

COLLONADE CONDOMINIUM  
ASSOCIATION, INC.  
a corporation not for profit  
under the Laws of the State  
of Florida

By: Selma Feldheim  
SELMA FELDHEIM, Secretary

EXHIBIT "D"

ARTICLES OF INCORPORATION  
OF  
COLLONADE CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be COLLONADE CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida, for the operation of COLLONADE CONDOMINIUM, a Condominium located upon that certain land in Dade County, Florida, legally described as follows:

Lots 30 through 43, Block 4, SANS SOUCI ESTATES according to the Plat thereof, as recorded in Plat Book 50, at Page 56, of the Public Records of Dade County, Florida.

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Powers

The Powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law

and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and lossess of the condominium.

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

c. The maintenance, repair, replacements and operation of the condominium property, including easements.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvements of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the Condominium.

h. To contract for the management of the Condominium and to delegate to such manager all such powers

and duties of the Association that are necessary in the opinion of directors of the Association for manager to effectively manage same.

i. To employ personnel to perform the services required for proper operation of the condominium.

j. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

k. To acquire by purchase or otherwise condominium parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or By-Laws relative thereto.

l. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and/or the By-Laws.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE IV

##### Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors

and assigns.

4.2 After receiving approval of the Association, if required by the Declaration of Condominium, 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 an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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 apartment.

4.4 The owner of each apartment shall be entitled to the vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" or "unit owner" or "owners" as same are defined in the Condominium Act.

#### ARTICLE V

##### Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors. Directors need not be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The Developer of the condominium property is COLLONADE INCORPORATED, a Florida corporation.

The first election of Directors shall not be held until

after the Developer has sold all of the respective condominium parcels, or until Developer elects to terminate its control of the condominium, or until After December 1, 1974, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors, if any, or the developer.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
MELVYN TRUTE	1100 Kane Concourse Bay Harbor Islands, Fla. 33154
DAVID M. LAZAN	1100 Kane Concourse Bay Harbor Islands, Fla. 33154
SELMA FELDHEIM	1100 Kane Concourse Bay Harbor Islands, Fla. 33154

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	MELVYN TRUTE	1100 Kane Concourse Bay Harbor Islands, Fla. 33154
Vice- President	DAVID M. LAZAN	1100 Kane Concourse Bay Harbor Islands, Fla. 33154
Secretary	SELMA FELDHEIM	1100 Kane Concourse Bay Harbor Islands, Fla. 33154

ARTICLE VII

Indemnification

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 or settlement of 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, whether or not he is a director or officer at the time such expenses are incurred, except when 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 shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 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.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the

members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

a. such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. Furthermore, no amendment that affects the rights of any mortgagees, whether they be mortgagees of units or common elements, shall be made without approval of all said mortgagees.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Dade County, Florida.

#### ARTICLE X

##### Term

The term of the Association shall be perpetual

#### ARTICLE XI

##### Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
MELVYN TRUTE	1100 Kane Concourse Bay Harbor Islands, Fla. 33154



DAVID M. LAZAN 1100 Kane Concourse  
Bay Harbor Islands, Fla. 33154

SELMA FELDHEIM 1100 Kane Concourse  
Bay Harbor Islands, Fla. 33154

IN WITNESS WHEREOF, the subscribers have affixed their  
signatures, this 20th day of April, 1973.

/s/ MELVYN TRUTE

/s/ DAVID M. LAZAN

/s/ SELMA FELDHEIM

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 20th day of April, 1973,  
before me a Notary Public duly authorized to take acknowledgments,  
personally appeared MELVYN TRUTE, DAVID M. LAZAN and SELMA FELDHEIM,  
to me known to be the persons described as subscribers in, and who  
executed the foregoing Articles of Incorporation, and severally  
acknowledged the Articles to be the free and voluntary act of them,  
each for himself and not for the other, and that the facts therein  
stated are truly set forth,

/s/ SONDR A COHN  
Notary Public, State of Florida  
at large

[ SEAL ]

My commission expires:

Notary Public State of Florida at Large  
My Commission Expires Feb. 28, 1977  
Bonded Thru General Insurance Underwriters

CLERK NOTE:  
FOR CONDOMINIUM PLANS SEE OFFICIAL  
RECORDS CONDOMINIUM PLAN BK 32, PAGE 4  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT  
BY [Signature] D.C.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORDED & INDEXED  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT

76R424803 1996 SEP 20 15

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM  
COLLONADE CONDOMINIUM ASSOCIATION, INC.

The undersigned being respectively the President and Secretary of the Collonade Condominium Association, Inc., a condominium located in Dade County, Florida, pursuant to its Declaration recorded in O.R. Book 8482, Page 1626, of the Public Records of Dade County, Florida, do hereby certify that at a special meeting of membership convened on July 11, 1996, no less than 85% of the unit owners present and voting approved the following amendments to the Declaration of Condominium:

(NOTE: Words underlined indicate additions and words ~~struck through~~ indicate deletions from the original text.)

1. Article XVI, "Assessments", Section J, "Collections" is hereby amended as follows:

J. Collections:

1. Interest, late fees, application of payment. Assessments and installments paid on or before ten (10) days after due date shall not bear interest; but all sums not paid on or before ten (10) days after due date shall bear interest at the rate of ten (10%) per cent per annum from due date until paid. In addition, all sums not paid on or before ten (10) days after due date shall be subject to a late fee of \$20.00 per month. All payments on account shall be applied first to interest, if accrued, then late fees, and then to the assessment payment first due.

2. Article XX, "Transfer of Units", is hereby amended by adding a new Section C as follows:

C. Approval Fees: All applications for the Association's approval of the sale or lease of a unit shall be accompanied by a

processing fee for each proposed owner or tenant. Such approval fee shall be in an amount established by the Board of Directors from time to time which in no event shall exceed an amount limited by law.

3. The Declaration is amended to add a new Article XXIV, "Fines" as follows:

ARTICLE XXIV. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of a hearing meeting at which time the Owner or occupant shall present reasons to a committee of unit owners why penalties should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.
- (b) Hearing. The non-compliance shall be presented to the committee of unit owners after which the committee shall hear reasons why penalties should not be imposed. The committee shall issue its recommendation to the Board, and a written decision of the Board of Directors shall then be submitted to the Owner or occupant by not later, than twenty-one (21) days after the hearing date.
- (c) Penalties: The Board of Directors may impose a fine against the offending individual(s) as follows:
- (1) First non-compliance or violation: a fine not in excess of Twenty Five Dollars (\$25.00).
- (2) Continuing non-compliance for the same infraction may be subject to a fine not in excess of Twenty Five Dollars (\$25.00) per day for each day the violation continues, provided that no such fine in the aggregate shall exceed One Thousand

Dollars (\$1,000.00).

- (d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
- (e) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.
- (f) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

IN WITNESS WHEREOF, THE COLLONADE CONDOMINIUM ASSOCIATION, INC., has duly approved and executed the foregoing Amendment to its Declaration and has affixed its corporate seal this 16 day of SEPTEMBER, 1996.

ATTEST: *Janice Alister*  
Secretary

Witnesses:  
*Apollonia Mann* (Seal)  
A POLLONIA MANN

THE COLLONADE CONDOMINIUM ASSOCIATION, INC.

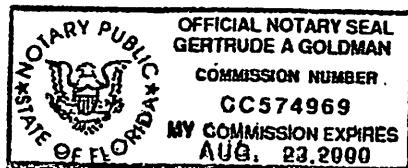
By: *Gertrude A. Goldman* (PRES)

Sworn to and subscribed before me this 16<sup>th</sup> day of SEPTEMBER 1996.

*Gertrude A. Goldman*  
Notary Public, State of Florida  
Name: GERTRUDE A GOLDMAN  
() Personally Known  
( ) Produced I.D.

b\forms\coll. and

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT



# *State of Florida*

## *Department of State*

I certify from the records of this office that COLLONADE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 23, 1973.

The document number of this corporation is 726196.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 5, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of April, 2022*



*Randy R. R.*  
**Secretary of State**

Tracking Number: 8154496623CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>