

## EXHIBIT "A"

AMENDMENT  
TO  
THE DECLARATION OF CONDOMINIUM  
OF  
GALEN BREAKERS - A CONDOMINIUM, INC.

(Additions shown by underlining; deletions shown by "---")

Amendment to Article XII(A) (2) of the Declaration of Condominium to provide as follows:

2. The owner of each Condominium Unit shall occupy and use such Unit as a private single family residence for himself and his immediate family, and for no other purpose including business purposes. Therefore, the leasing of Units to others as a regular practice for business, speculative, investment or other particular purposes is not permitted.

~~To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his Unit to a specified lessee if such lease contract is in writing and provides for a rental period of not less than three (3) consecutive months within a one year period; however, no such lease contract shall be approved for a period greater than two (2) years. No lease shall be approved by the Condominium Association unless both parties thereto have executed such form document of lease or form document of general use which are used by the Board of Directors of the Condominium Association (and which shall provide, inter alia, an undertaking by the lessee to be bound by this Declaration, the By Laws of the Condominium Association and to Rules and Regulations, and for the Unit owner to be responsible thereto). No Owner shall lease his Unit more than once during a twelve (12) month period, except where, in the sole discretion of the Board of Directors, it would work undue hardship, as in the case of death or other intervening cause of lease termination prior to the actual expiration date thereof. A lease containing any options on the part of the lessee to renew for any period of time in the aggregate exceeding two (2) years shall for the purposes of this Article be deemed a lease written for a term exceeding two (2) years.~~

(a) Leasing:

(i) All leases shall be subject to prior approval of the Association. For purposes hereof, occupancy of a unit by person or person in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of either the owner or his spouse, shall be treated as a lease and must be approved by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such lease. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Dade County. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent condominium documents including this Declaration of Condominium and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

(ii) It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within

thirty (30) days after receipt of the application for lease on the prescribed form with all required information and the personal interview of the proposed lessee, whichever date last occurs.

(iii) The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the common elements and the limited common elements. Each tenant shall be jointly and severally liable with the Unit Owner for any damages to the common elements or Association property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by Lessee.

(b) General Provisions Regarding Leasing:

(i) A unit owner shall not lease the unit more than one time in any twelve (12) month period. It is recognized that leases are sometimes terminated early due to circumstances beyond the control of the owner. In recognition of this fact, the Board has the right, in its sole discretion, to approve a new tenant in the event that an existing lease is terminated early. However, in no event, shall the Association approve more than two lease agreements relating to any unit in any twelve (12) month period.

(ii) Occupancy of a unit by a person or persons, except the spouse of an owner, or the parents, children, grandchildren or siblings of either the owner or his spouse, when the record owner is not in residence, shall be treated as a lease and shall be counted as one (1) occupancy in a calendar year under the limitation of subparagraph (i) hereof, but shall not be treated as a lease for purposes of subparagraph (iii) hereof the intent being that the occupancy may be for any period of time but only one year.

(iii) Only entire units may be rented. Rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units without approval of the Board in the manner provided. Units may only be occupied by tenants as a single family residence. Single family shall include one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or not more than two unrelated persons living and cooking together as a single housekeeping unit. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is 14 days. Guests of tenants may not use the unit except when the tenant is also in residence. All leases shall be for a minimum period of ninety (90) days, and no lease shall be for a period greater than two (2) years. The lessor and lessee are required to execute a lease or lease addendum which shall provide that the lessee shall be bound by the Association's rules and regulations. A lease containing any option on the part of the lessee to renew for any period of time in the aggregate two (2) years shall for the purposes of this Article be deemed a lease written for a term exceeding two (2) years.

(c) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the Unit Owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant in which event the Unit Owner violating this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF GALEN BREAKERS - A CONDOMINIUM

WHEREAS, the Declaration of Condominium of GALEN BREAKERS - A CONDOMINIUM was duly recorded in Official Records Book 15506 at Page 471 of the Public Records of Dade County, Florida; and

WHEREAS, GALEN BREAKERS - A CONDOMINIUM, INC. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened meeting of the membership of the Association held on January 22, 1995, 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 Declaration of Condominium.

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 23rd day of March, 1995 at Key Biscayne, Florida.

Witness signatures: [Handwritten signatures]

GALEN BREAKERS - A CONDOMINIUM, INC. BY: Robert Oldulanski, President (Seal) ATTEST: [Handwritten signature], Secretary

STATE OF FLORIDA COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23rd day of March 1995 by ROBERT OLIAKOWSKI the PRESIDENT OF GALEN BREAKERS - A CONDOMINIUM, a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced (FL. DA. Lic.) as identification and who did/did not take an oath.

OFFICIAL NOTARY SEAL AIMEE MOREY NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC185385 MY COMMISSION EXP. APR. 12, 1996 My commission expires:

[Handwritten signature] (SEAL) NOTARY PUBLIC SIGNATURE STATE OF FLORIDA AT LARGE AIMEE MOREY PLEASE PRINT OR TYPE NOTARY SIGNATURE

THIS INSTRUMENT PREPARED BY: ROSA M. DE LA CAMARA, ESQ. BECKER & POLIAKOFF, P.A. 6161 BLUE LAGOON DRIVE SUITE 250 MIAMI, FLORIDA 33126

RESOLUTION AND AMENDMENT  
AND RESTATEMENT OF DECLARATION OF CONDOMINIUM  
OF GALEN BREAKERS - A CONDOMINIUM

WHEREAS, The Board of Directors in proper meeting held on December 5, 1991, has determined that the Declaration of Condominium for GALEN BREAKERS - A CONDOMINIUM, originally recorded on the 12th day of February, 1969, in Official Records Book 6283, at Page 204 (Clerk's File No. 69 R-28066), of the Public Records of Dade County, Florida, should be amended and restated as herein set forth and be submitted in accordance with the provisions of said Declaration and By-Laws to the Unit Owners for their action thereupon:

NOW, THEREFORE, BE IT RESOLVED, that the entire Declaration of Condominium which was previously amended on March 18, 1976, recorded in Official Records Book 9268, at Page 600 and 602, February 21, 1978, recorded in Official Records Book 9950, at Page 1678, March 21, 1979, recorded in Official Records Book 10309, at Page 304, March 22, 1983, recorded in Official Records Book 11733, at Page 1064, February 16, 1984, recorded in Official Records Book 12059, at Page 2076, July 30, 1987, recorded in Official Records Book 13364, at Page 442 (Clerk's File No. 87 R-294389), and on January 28, 1990, recorded in Official Records Book 14422, at Page 3126 (Clerk's File No. 90 R-047317), and on March 4, 1991, recorded in Official Records Book 14972, at Page 339 (Clerk's File No. 91 R-110231), of the Public Records of Dade County, Florida, be hereby once again amended and restated in its entirety, so that it reads as follows:

I. SUBMISSION STATEMENT

The real property hereinafter described in Article III hereof entitled "LAND" is hereby declared to be a Condominium property and is submitted to Condominium ownership pursuant to Florida's Condominium Act, as amended, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained, are adopted and included herein by express reference.

II. NAME

The name by which this Condominium is to be known and identified is: GALEN BREAKERS - A CONDOMINIUM.

III. LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

Lots 9 and 10 of BASKER SUBDIVISION, according to the Plat thereof, recorded in Plat Book 78, Page 91 of the Public Records of Dade County, Florida; together with rights and easements for ingress and egress from Galen Drive and/or Ocean Drive to the Atlantic Ocean, as contained in the Plat of BASKER SUBDIVISION, and as contained in the Replat of a portion of BASKER SUBDIVISION, according to the Plat of said Replat recorded in Plat Book 79 at Page 50 of the Public Records of Dade County, Florida.

IV. IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium property shall include as a common element,

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any interest in real or personal property acquired by the Condominium Association in accordance with the provisions of Florida Statutes. The principal improvement on the real property submitted herewith to Condominium ownership consists of a nine-story apartment building. The ground floor (first floor) consists of entrance foyers, elevator landings, undercover parking, a lobby, storage and equipment rooms, and other facilities as demonstrated on the Survey, Plot Plan and Graphic Description of Improvements recorded herewith. There is also an Association apartment on the first floor which shall constitute a limited common element of the Condominium, the use of which shall be determined by the Board of Directors of the Condominium Association hereinafter mentioned, in accordance with the applicable provisions of this Declaration and of the By-Laws of the Condominium Association. There are eight apartments on each of floors 2 through 9 inclusive. The apartments on each floor are identified by the letters A, through H, preceded by a number corresponding to the number of the floor on which the apartment is located. Each of said apartments consists of two bedrooms and two baths in addition to other living areas contained within the boundaries described in the Survey, Plot Plan and Graphic Description of Improvements recorded herewith. Each apartment contains in addition an attached and screened terrace or porch. Each of said apartments (not including the Association's apartment on the ground floor), together with its attached terrace or porch is a Condominium unit, and each of said units is subject to private ownership.

- A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within an apartment constitute part of the common elements up to the unfinished surface of said walls.
- B. The boundary lines of each apartment porch and/or terrace are the interior unpainted finished surfaces of the ceiling, floor, and abutting perimeter walls, and the vertical planes extending perpendicular to the floor from the top edges of the porch and/or terrace slab to the bottom of the corresponding edges of the ceiling.
- C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and storage spaces.

#### V. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

- A. There is attached hereto as an exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. Said Exhibit #1 has been certified to and in the manner required by Florida Statutes.
- B. The storage spaces and parking spaces within the Condominium property are limited common elements, as identified upon Exhibit #1 attached hereto. The limited common elements constituting storage spaces are assigned to the various units per Exhibit #4 attached hereto. The storage spaces are reserved for the exclusive use of the unit to which they are assigned.

Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Exhibit #1 hereto) are numbered 1 through 78 inclusive. These parking spaces shall constitute limited common elements to the units to which they were originally assigned by the developer on the Dade County public records, subject to reassignments to other units made in accordance with the terms of this Declaration. Such assigned parking spaces shall be appurtenant to their respective units as a limited common element and may not be removed as such without the written consent of the owners of the units to which they are appurtenant. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and its owners and occupants to the exclusion of all other units and persons.

VI. UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

- A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in the Exhibit #2 attached hereto and made a part hereof.
- B. The common expenses shall be borne by the Condominium unit owners and the said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.
- C. A nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units as necessary to provide reasonable access between the public ways (excluding the beach, beachfront, and ocean) and the units is hereby granted to the public.

VII. MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF OWNERS OF UNITS

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article X, of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium property. Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each unit owner is entitled to one vote in the Condominium Association for each unit owned by him. If a person or corporation owns more than one unit, he or it shall be entitled to one vote for each unit owned. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit #3.

## VIII. AMENDMENT TO DECLARATION

A. Except as provided in Paragraph B below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, at which a quorum is present, such adoption to be by the affirmative vote of 2/3rds of the unit owners present at such meeting. Such amendment shall be duly recorded in compliance with Florida Statutes. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to affect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws of the Association shall be effective without the consent of all unit mortgagees whose existence the Association has been advised of in writing, if such amendments or changes materially affect the rights or interests of the mortgagees (within the meaning of Florida Statutes Sec. 718.110(11)), or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, provided that any such consent shall not be required if it is unreasonably withheld, and further provided that the Association shall be deemed to have received such consent from a mortgagee if it requests such consent at the address last known to the Association and receives no response from the mortgagee within thirty (30) days of the Association's mailing of its request. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association, recorded in the Dade County public records.

## IX. BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

## X. CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is GALEN BREAKERS - A CONDOMINIUM, INC., a Florida corporation, not for profit. The Association shall have all of the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Association is sometimes referred to herein as the Association, the Condominium Association, the condominium corporation, or the corporation.

## XI. PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, and social guests, and for no other purpose.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

- A. The apartments shall be used for single family residences only.
- B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and by-laws as may in the opinion of the corporation achieve the maximum beneficial use thereof.
- C. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Recreation Facilities of the Condominium, including but not limited to the pool and recreation rooms unless under the supervision of an adult unit owner or lawful unit occupant over the age of twenty-one (21) years, except in such cases and under such conditions as the Condominium Association may from time establish and require.
- D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium property by its residents.
- E. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.
- F. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or of any Condominium unit, or any part thereof.
- G. No for sale or for rent signs, or other signs shall be displayed by any individual unit owner on his Condominium parcel, or any part of the Condominium property.
- H. Regulations concerning use of the common elements, and limited common elements may be promulgated by the corporation. Copies of all additional regulations shall be furnished to all unit owners.

#### XII. CONVEYANCES

A. Condominium Units are freely alienable and may be sold, transferred, conveyed or leased (a sale transfer, conveyance, or lease hereafter referred to as a "Disposition") to any person(s) whomsoever, subject to the following limitations which shall be covenants running with the land so long as the Condominium property shall be subject to Florida Statutes chapter 718 (or successor provisions thereto):

1. No Disposition may be made to any person owning a pet which would normally be housed in the subject unit or to any person who would otherwise house a pet whether owned or not in the subject unit. The term "pet" for purposes of this paragraph excludes caged birds, fish or other marine animals kept in aquariums of ten (10) gallons or less, and a single cat per unit weighing no more than fifteen (15) pounds, if these animals and fish are strictly housed in the subject unit at all times. Any Disposition in violation of this paragraph is null and void. Regardless of a Disposition, no unit may house a pet and the violation of this restriction will be subject to action by the Association, including, without limitation, legal proceedings the full cost of which shall be assessed against the title holder of the subject unit.

2. The owner of each Condominium Unit shall occupy and use such Unit as a private single family residence for himself and his immediate family, and for no other purpose including business purposes. Therefore, the leasing of Units to others as a regular practice for business, speculative, investment or other particular purposes is not permitted.

To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his Unit to a specified lessee if such lease contract is in writing and provides for a rental period of not less than three (3) consecutive months within a one year period; however, no such lease contract shall be approved for a period greater than two (2) years. No lease shall be

approved by the Condominium Association unless both parties thereto have executed such form document of lease or form document of general use which are used by the Board of Directors of the Condominium Association (and which shall provide, inter alia, an undertaking by the lessee to be bound by this Declaration, the By-Laws of the Condominium Association and to Rules and Regulations, and for the Unit owner to be responsible thereto). No Owner shall lease his Unit more than once during a twelve (12) month period, except where, in the sole discretion of the Board of Directors, it would work undue hardship, as in the case of death or other intervening cause of lease termination prior to the actual expiration date thereof. A lease containing any options on the part of the lessee to renew for any period of time in the aggregate exceeding two (2) years shall for the purposes of this Article be deemed a lease written for a term exceeding two (2) years.

Notwithstanding the restrictions of this Article XII A. 2., the prohibition against leasing of a unit will not apply if the current owner of record of that unit held title to that unit continuously since April 1987. However, such owner will be subject to the lease requirements stated in the second paragraph of this Article XII A. 2. covering the frequency and duration of leases, to the requirement that the Association be a party to the lease, and the regulation requiring an approved form documenting the lease.

3. Prior to sale, conveyance or transfer of any Condominium Unit to any person or artificial entity, the Unit owner shall notify the Board of Directors, in writing with the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors. Within 30 days of receipt of both said notification and any additional information which the Board of Directors may require, the Board of Directors shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of the decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale within 30 days after receipt of both notification and all required documentation, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale and if the Unit owner still desires to consummate such sale, the Unit owner shall, 30 days before such sale, give written notice to the Secretary of the Association of Unit owner's intention to sell on a certain date, together with the price and the other terms thereof, (which price and terms, in the event of a transfer arising by reason of the death of the Unit owner, shall be a cash sale at the fair market value of the subject unit), and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to purchase the Unit at the price and on the terms contained in the notice, provided the member so notifies the Secretary of the Association in writing of the acceptance at least 15 days before the date of the intended sale and deposits with the Secretary of the Association 10% of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the Unit owner. In the event no members of the Association exercise first right to purchase the afore-described unit, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will purchase the Unit at the price and upon the terms contained in the notice, provided to the Association members by the Secretary, of the Association, and such notice must be sent at least 10 days before the date of the intended sale, and notify the Unit owner that a purchaser has been furnished and that said purchaser has deposited 10% of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit owner giving notice receives acceptance from more than one member, it shall be discretionary with the Unit owner giving notice to consummate the sale with whichever of the accepting members the Unit owner giving notice chooses.

In the event the Unit owner giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale on or before 10 days before the date given in the notice as the date of sale, then that Unit owner may complete the sale on the date and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit owner makes a sale without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title and interest in the Unit to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors have approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be conclusive evidence of such fact.

An affidavit to the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of the proposed sale and that the Board of Directors disapproved or failed to act on such sale, and that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold. Such Affidavit shall not be evidence of the fact that the sale to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but 120 days after the date of the notice to the Board of Directors, as stated in the Affidavit, the redemption rights herein afforded to the members shall terminate.

Nothing in this DECLARATION as it relates to any right of first refusal shall apply in the case of a conveyance by gift or sale to any Bona Fide relatives of the then current owner provided that such relative qualifies in all other regards under this Declaration and provided further that such relative agrees to abide by the Declaration, By-Laws, Rules and Regulations of the Association. A relative for this purpose is limited to a subject person's spouse and siblings, the lineal ascendants and descendants of the subject person, the lineal ascendants and descendants of the subject person's spouse, the lineal ascendants and descendants of the subject person's siblings and the 1st cousins of the subject person.

4. The Association shall be a party to each lease. A lease of a Unit shall be invalid and unenforceable unless and until the Association shall have approved of the lease in accordance with sub-paragraph 2 above prior to the effective date of the lease and the Association has joined in signing the lease.

5. No Unit owner shall sell, transfer, convey or lease his unit unless and until all assessments past due are paid, or their payment provided for to the satisfaction of the Condominium Association.

6. If a Unit owner shall lease his Unit, he shall remain liable for the performance of all the agreements and covenants of the Condominium documents, including but not limited to this Declaration, and he shall be liable for the violations by his lessee of any and all use restrictions.

B. Every purchaser, or lessee, who acquires any interest in a Condominium parcel, shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium corporation and the provisions of the Condominium Act.

XIII. RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

- A. If the owner of a Condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the Condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Paragraph A of Article XII notwithstanding.
- B. Within ninety (90) days of a person(s) taking title, occupancy or possession of the parcel of the deceased owner from the deceased owner, the owner's probate estate, or a trust that held the parcel for the benefit of the deceased owner during the owner's lifetime, such person(s) shall give the Association notice of occupancy and mortgage.
- C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had not died.
- D. Nothing herein shall prevent the sale and transfer of a Condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV. ASSESSMENTS

- A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by the Condominium law, this Declaration and the By-Laws.
- B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the Condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual Condominium parcel concerned), charges for utility and water used as common for the benefit of the Condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium property - (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the directors of the Association to be common expenses from time to time.
- C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions of shares set forth in Paragraph B. of Article VI. hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall be subject to fees and/or penalties as determined by the Board, from time to time, under the provisions of the By-Laws.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the corporation to be paid out of corporation reserves, or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the corporation shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

#### XV. LIEN OF THE ASSOCIATION

The Corporation shall have a lien on each Condominium parcel for any unpaid assessment, and interest thereon against the unit owner of such Condominium parcel, as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys fees sustained by the Corporation incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys fees. Said lien shall be effective from and after its recording in accordance with Florida Statutes and shall otherwise be enforceable as provided by Florida Statutes.

#### XVI. PROVISIONS RE TAXATION

Florida Statutes provide that property taxes and special assessments shall be assessed against and collected on the Condominium parcels, and not upon the Condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner, in addition to the payment of such parcel owner's share of common expenses. Whenever a tax is assessed against the Condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of this Article XVI.

#### XVII. MAINTENANCE AND REPAIRS

1. The owner of each Condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors located within a unit or on the common elements; and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his non-action. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terrace or porch), and such owner shall at his own expense maintain and replace when necessary all framing and screening within or in a unit (including its attached terrace or porch), within or in the perimeter walls of a unit (including its attached terrace or porch), and all window glass in windows in the perimeter walls of the unit (including its terrace or porch).

All plumbing, electrical, air conditioning, masonry, flooring or tiling, and soundproofing repairs, additions, alterations, or other work, and all other repairs, additions, alterations, or other work that may materially impact the common elements (including limited common elements) or any other unit shall be pre-approved by the Association both as to the person who performs the work and the work to be done, pursuant to a written submission by the unit owner to the Association that describes who will perform the work and the work to be done. If such repairs, additions, alterations, or other work is undertaken without Association approval, the Association may remove, alter, or repair such work in such manner as it determines to be in the best interest of the Condominium and assess the unit owner for the costs related thereto.

2. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and By-Laws of the Association.

#### XVIII. ALTERATION OF UNITS

No owner of a Condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities there without the consent of the Association, which consent may be withheld if in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the corporation may permit same, if the same is not a load bearing partition, and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation of electric wires, TV antennae or air conditioning units which may protrude through walls or roof of building or in any manner change the appearance of the exterior of the building or any portion not within the unit, without consent of the Association. No unit owner, nor any other person, shall install upon the roof, or exterior of the apartment building upon the Condominium property, nor upon the common elements, nor upon the limited common elements of the Condominium, any TV antennae radio antennae, electric, electronic or electro-mechanical device without the consent of the Association.

#### XIX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions;

- 1) A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days notice.
- 2) A vote of two-thirds (2/3rds) of all the unit owners in favor of the proposal in person or by proxy shall be required to approve and adopt it.
- 3) The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A of Article VI of this Declaration.

## XX. LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B., of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the FLORIDA STATUTES, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the FLORIDA STATUTES, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

## XXI. PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four years by the insurance carrier, if such insurance is available, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the Condominium land. Because of the location of the Condominium property the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if in good faith a majority of their whole number shall have determined that such insurance is not reasonably available.

B. All casualty insurance policies purchased by the association shall be for the benefit of the Association and all unit owners as their interests may appear; and all proceeds coverings losses of \$50,000 or less shall be paid to the Association; and if in excess of \$50,000 shall be paid to a Trustee selected at the time by the Board. Such Trustee, at the selection of the Board, shall be any Bank or Trust Company authorized to and doing business in Dade County, Florida.

C. Major Destruction. In the event of major or substantial destruction, (in excess of \$500,000) the Board will call and propose to a special general meeting a course of action.

## XXII. MORTGAGEES

An owner must keep the Association current regarding the names and addresses of the mortgagees of the owner's Unit. The Association shall, at the request of the mortgagee, report any unpaid assessments due from the owner of a Condominium parcel.

## XXIII SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the by-Laws of the Condominium corporation or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

## XXIV. TERMINATION

The condominium status of the land held in this Condominium may be terminated by the submission of said termination by any party to a meeting of the members of the Association called with notice and the approval in writing within ninety (90) days of said meeting by 3/4ths of the total vote of all members of the Association (whether they attended the meeting or not) and by all holders of first mortgages encumbering units in the Condominium. Alternatively, the Condominium may be terminated in any manner that would be permitted by law if the preceding provisions of this paragraph XXIV were not part of this Declaration. Upon termination of the Condominium, the common elements shall be owned by unit owners in common in the same undivided shares as each owner previously owned in the common elements as provided for in Schedule A of Exhibit #2 attached to this Declaration. After termination of the Condominium in any manner, the liens upon the Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

## XXV. EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachment stands.

## XXVI. TRANSFER OF PARKING SPACES AMONG UNIT OWNERS

Notwithstanding Article XII, a unit owner may convey its rights in a parking space constituting a limited common element appurtenant to the owner's unit (hereinafter referred to as "Parking Spaces") to another unit owner from time to time subject to the following limitations:

- A. All mortgagees with mortgages on the transferor's unit that is appurtenant to the subject Parking Space must provide their written consent, which consent shall be recorded in the Dade County Public Records;
- B. The conveyance may not result in any unit having less than one nor more than two Parking Spaces;
- C. The conveyance shall be by written deed executed by transferor and transferee with the formalities of a deed, which shall include (1) the transferor's name, (2) the transferor's unit number, (3) a representation that the transferor is the owner of that unit, (4) a statement that the transferor is conveying a parking space that is a limited common element appurtenant to the transferor's unit to the transferee as a limited common element appurtenant to the transferee's unit, (5) the transferee's consent and agreement that the parking space shall constitute a limited common element appurtenant to the transferee's

unit subject to the Declaration of Condominium, and (6) a statement that the conveyance will not result in the transferor's unit having less than one Parking Space nor the transferee's unit having more than two;

D. The conveyance deed shall be recorded in the Dade County Public Records, and shall not be effective prior to its recordation and the recordation of the mortgagee's consent if required under subparagraph A above; and

E. Upon such a conveyance becoming effective, this Declaration shall be deemed amended to reflect such conveyance, notwithstanding other limitations of this Declaration regarding procedure to amend this Declaration.

No portion of the common elements attributable to a unit shall be transferred or conveyed from one unit to another by reason of the conveyance of a Parking Space, and the undivided shares in the common elements provided for in Article VI of this Declaration, shall in no way be varied or changed by reason of such transfer or conveyance.

XXVII. MISCELLANEOUS PROVISIONS

A. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any of it.

B. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration and the Exhibits annexed be deemed an institutional first mortgage.

THIS IS TO ATTEST TO THE FACT THAT THE ABOVE AMENDMENT WAS AGREED TO AT A MEETING OF THE UNIT OWNERS HELD ON JANUARY 26, 1992.

WITNESSES:

GALEN BREAKERS - A Condominium

[Signature]

Print name: Myrtha Rodriguez

[Signature]

Print name: Elsa Guteres

[Signature]

Print name: Myrtha Rodriguez

[Signature]

Print name: Elsa Guteres

By: [Signature]  
Catherine J. Grogan, President

By: [Signature]  
Gerard E. Ohmer, Secretary

OFF. REC. 1550670484

OFF. REC. 1548161794

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April 1992, by CATHERINE J. GROGAN and GERARD E. OHMER, who are personally known to me or who have produced Florida Dr. Lc for Us. Grogan as identification and who did not take an oath.

NOTARY PUBLIC:

signed Rita Ramirez

print Rita C Ramirez

state of Florida At Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 29, 1995  
BONDED THRU MAYNARD BONDING AGENCY