

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

This instrument was prepared by:
ROSA M. DE LA CAMARA, ESQ.
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

97RD43563 1997 JAN 31 13:07

**CERTIFICATE OF AMENDMENTS
TO
THE DECLARATION OF CONDOMINIUM
OF
GALEN BREAKERS - A CONDOMINIUM, INC.**

WHEREAS, the Declaration of Condominium of GALEN BREAKERS - A CONDOMINIUM, INC. was duly recorded in Official Records Book 15506 at Page 0471 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 19, 1997, 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 24th day of January, 1997 at Key Biscayne, Florida.

[Signature]
Witness
[Signature]
Witness

GALEN BREAKERS - A CONDOMINIUM, INC.
BY: Robert Oldakowski
Robert Oldakowski, President
PRINT: [Signature]
ATTEST: [Signature]

STATE OF FLORIDA

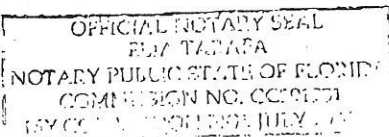
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 24th day of January, 1997 by ROBERT OLDAKOWSKI the PRESIDENT of GALEN BREAKERS - A CONDOMINIUM, INC. a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced () as identification and who did/did not take an oath.

[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:

ELIA TARAF
PLEASE PRINT OR TYPE NOTARY SIGNATURE



105

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

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

1. Amendment to modify a portion of Article XII (A) (2) and to add subsection (iv) to Article XII(A) (2) (b) 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; however leasing for non-business purposes shall be permitted from time to time pursuant to provisions contained herein.

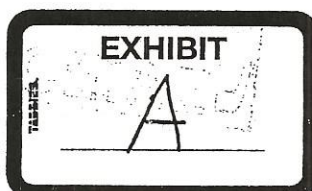
~~Notwithstanding the restrictions of this Article XII A. 2., the prohibition against leasing of a unit will not apply if the current owner of record of that unit held title to that unit continuously since April 1987. However, such owner will be subject to the lease requirements stated in the second 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.~~

"(iv) Notwithstanding anything contained in this Declaration to the contrary, not more than 15% of the units in the condominium may be leased at any given time. No unit owner may lease or rent his condominium parcel if the percentage of leases in the condominium exceeds 15% of the total number of units or if the lease of the subject unit would cause the number of leased units to surpass this percentage. In the event that an owner is precluded from leasing or renting his condominium parcel due to this restriction, the owner may, should he so desire, sign up on a waiting list with the Association for authority to rent his/her unit. The owners will be notified of the availability of the option to rent on a first come-first served basis. However, all lease renewals shall be subject to prior approval by the Board and renewals of existing leases shall be given priority over "new" leases on the waiting list. An owner must comply with all other requirements contained in this Declaration prior to being eligible to rent his/her unit."

2. Amendment to add subsection (v) to Article XII(A) (2) (b) of the Declaration of Condominium to provide as follows:

"(v) No unit owner shall be permitted to lease his/her unit for a period of two (2) years after acquiring title to the unit. This shall not apply to those unit owners who have acquired their units prior to the effective date of this amendment. If a unit is transferred subject to an existing lease, the two (2) year period shall begin to run upon the expiration of the existing lease."

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



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.

This instrument was prepared by:
ROSA M. DE LA CAMARA, ESQ.
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

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

WHEREAS, the Declaration of Condominium of GALEN BREAKERS - A CONDOMINIUM, INC. 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 21, 1996, 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 5th day of February, 1996 at Key Biscayne, Florida.

GALEN BREAKERS - A CONDOMINIUM, INC.

BY: Robert Oldakowski
President

PRINT: Robert Oldakowski (Seal)

ATTEST: Harbun Fautupji

Harold Cherna
Witness

Witness

STATE OF FLORIDA

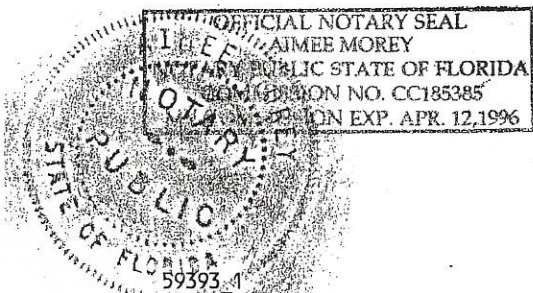
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 5th day of FEBRUARY, 1996 by ROBERT OLDAKOWSKI the PRESIDENT of GALEN BREAKERS - A CONDOMINIUM, INC. a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced (FL. DR. LIC) as identification and who did/did not take an oath.

Aimee Morey (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:

AIMEE MOREY
PLEASE PRINT OR TYPE NOTARY SIGNATURE



1022

EXHIBIT "A"

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

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

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

"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. Notwithstanding anything to the contrary herein, the Association shall not be required to insure unit floor coverings, wall coverings, or ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, built-in cabinets or owners' personal property items....."

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

CERTIFICATION
 WE HEREBY CERTIFY THAT THE ATTACHED PLAT OF CALLED
 BASKETS-ACONDOMINIUM IS A TRUE AND CORRECT
 REPRESENTATION TO THE BEST OF OUR KNOWLEDGE AS E
 CENITY SURVEYED UNDER OUR DIRECTION, AND CORRECT
 LIVES A SURVEY OF THE LAND.
 AND
 THAT THE ATTACHED PLAT TOGETHER WITH THE WORD
 ING OF THE DECLARATION OF THE CONDOMINIUM
 IS CORRECTLY REPRODUCED FROM THE ORIGINAL
 THESE FROM THE SURVEYING INSTRUMENTS
 SAME, AND SINCE EACH UNIT FORMS THE COMMON
 ELEMENTS

DONALD W. MCINTOSH ASSOC. INC.
 BY *[Signature]* President
 DONALD W. MCINTOSH
 Real Estate Surveyor
 State of Florida

THE ATTACHED PLAT OF CALLED BASKETS-ACONDOMINIUM IS
 A CONDOMINIUM AS DEFINED IN THE DECLARATION OF
 CONDOMINIUM IS SUBJECT TO THE DECLARATION OF
 CONDOMINIUM WHICH HAS BEEN RECORDED IN OFFICIAL
 RECORDS IN THE PUBLIC RECORDS OF DADE COUNTY
 FLORIDA AND WHICH HAS BEEN RECORDED IN OFFICIAL
 RECORDS IN THE PUBLIC RECORDS OF DADE COUNTY
 FLORIDA AS PROVIDED FOR BY CHAPTER 718,
 PUBLIC STATUTES, THE CONDOMINIUM ACT AS
 AMENDED

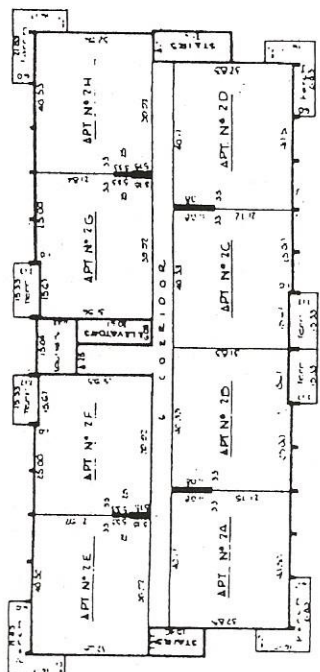
BELMAN GAUM DEVELOPMENT CORP.
 11500 N. BAYVIEW
 MIAMI, FLORIDA

6/11/75

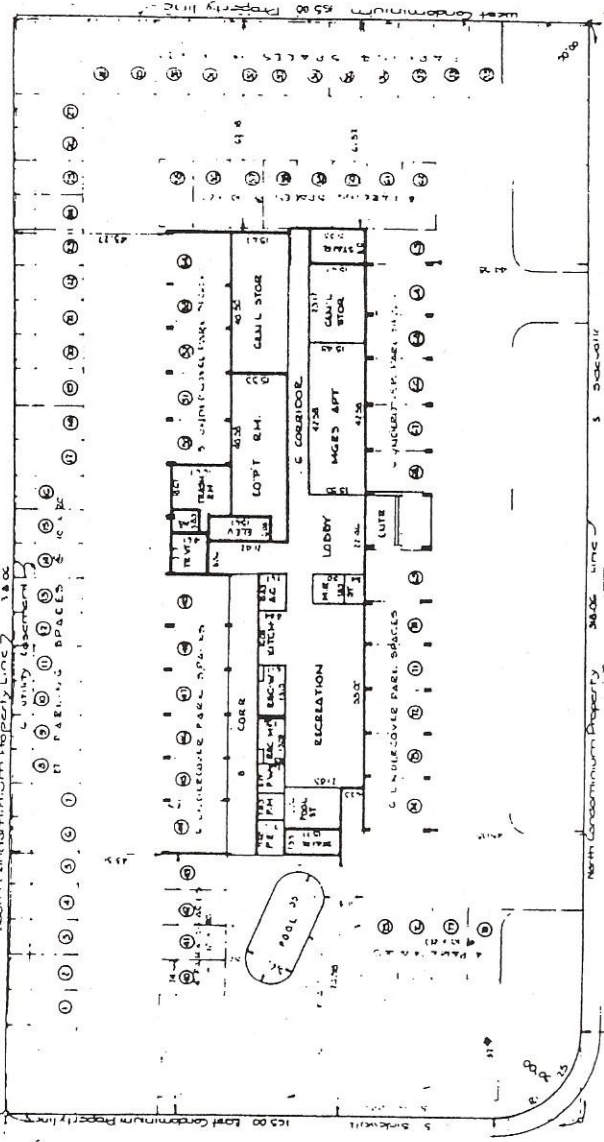
DONALD W. MCINTOSH ASSOC. INC.
 MIAMI, FLORIDA

JAN 1975
 SCALE AS NOTED

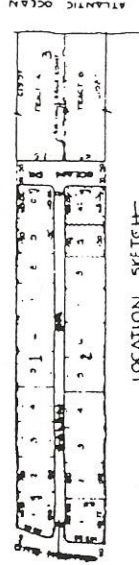
GALEN BREAKERS A CONDOMINIUM



SECOND FLOOR PLAN



FIRST FLOOR PLAN & PLOT PLAN



LOCATION SKETCH

LEGAL DESCRIPTION
 1059 THRU 1070 N. BAYVIEW, BLOCK 2 OF BASKETS SUBDIVISION, ACCORDING TO
 THE PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE 31 OF THE PUBLIC
 RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH THE COMMON
 ELEMENTS THEREOF AS DEFINED IN THE DECLARATION OF CONDOMINIUM
 ATTACHED TO THIS DECLARATION, AS CONTAINED IN THE PLAT OF BASKETS SUBDI
 VISION

APARTMENT	AREA	FINISHES
APT. N° 1A	1,100	WOOD, CARPET, WALL
APT. N° 1B	1,100	WOOD, CARPET, WALL
APT. N° 1C	1,100	WOOD, CARPET, WALL
APT. N° 1D	1,100	WOOD, CARPET, WALL
APT. N° 1E	1,100	WOOD, CARPET, WALL
APT. N° 1F	1,100	WOOD, CARPET, WALL
APT. N° 1G	1,100	WOOD, CARPET, WALL
APT. N° 1H	1,100	WOOD, CARPET, WALL
APT. N° 2A	1,100	WOOD, CARPET, WALL
APT. N° 2B	1,100	WOOD, CARPET, WALL
APT. N° 2C	1,100	WOOD, CARPET, WALL
APT. N° 2D	1,100	WOOD, CARPET, WALL
APT. N° 2E	1,100	WOOD, CARPET, WALL
APT. N° 2F	1,100	WOOD, CARPET, WALL
APT. N° 2G	1,100	WOOD, CARPET, WALL
APT. N° 2H	1,100	WOOD, CARPET, WALL

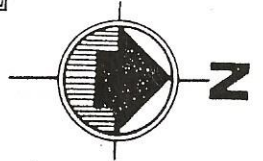
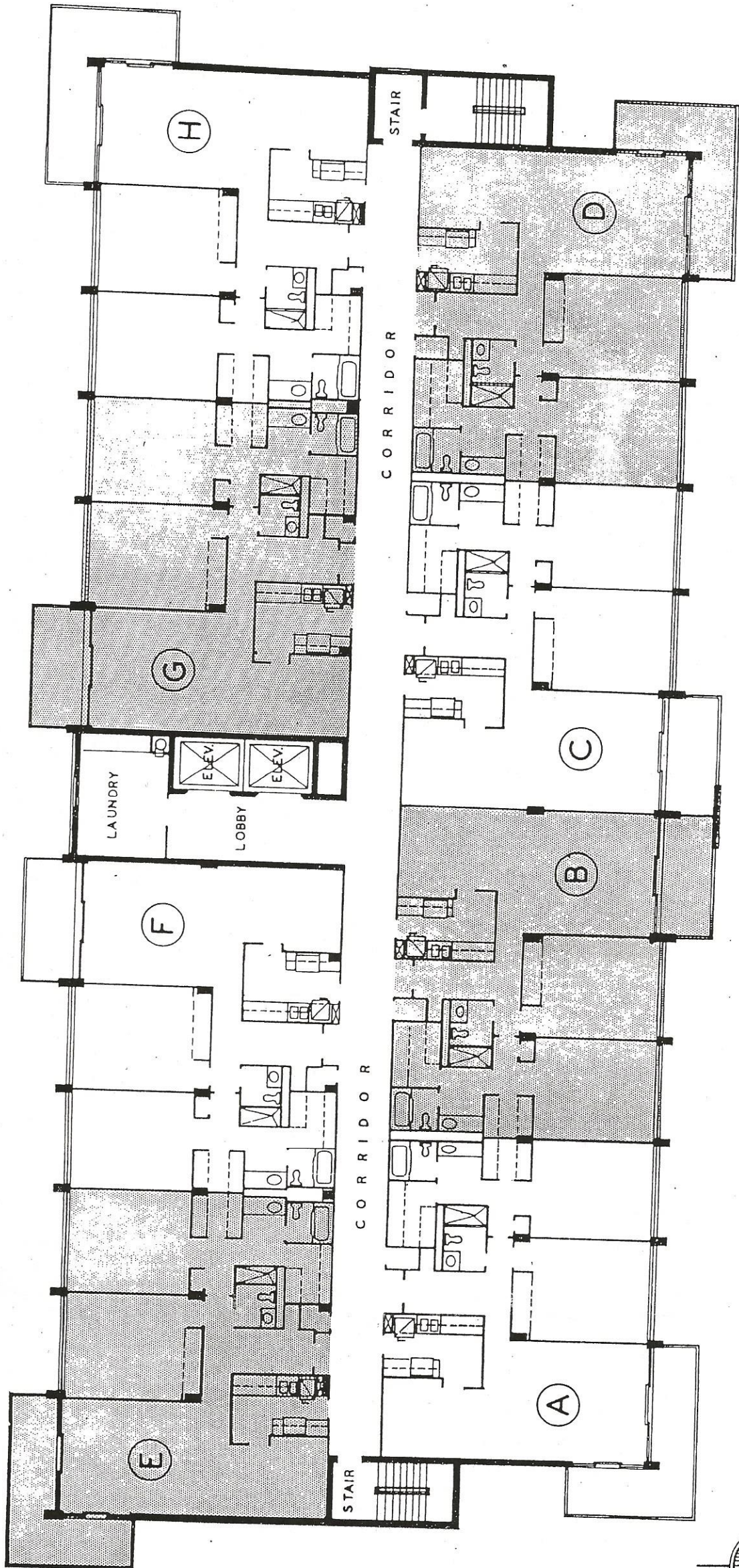
APARTMENT ELEVATIONS

All elevations shown are based on a mean sea level of 6' 0" N.P.M. 1929.

- NOTES**
- A) The ground floor (first floor) consists of entrance, lobby, recreation, pool, parking and underground parking spaces.
 - B) The second floor consists of eight (8) apartment units, each with a parking space.
 - C) The third floor consists of eight (8) apartment units, each with a parking space.
 - D) There are eight (8) units in each of floors 2 through 4 inclusive.
 - E) All land and all portions of the building or other improvements not located within the boundaries of a unit are common elements which are designated as limited common elements.
 - F) All units are to be used for residential purposes only and will be subject to the declaration of other units, provisions and other provisions for maintenance of the common elements.
 - G) The common elements are reserved to the owners of the units.
 - H) The common elements are reserved to the owners of the units.
 - I) The common elements are reserved to the owners of the units.
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 - X) The common elements are reserved to the owners of the units.
 - Y) The common elements are reserved to the owners of the units.
 - Z) The common elements are reserved to the owners of the units.

- 1) All dimensions shown in the individual units are to be interior unfinished surfaces.
- 2) The floor elevation as shown by a dashed line on the site plan of the subject condominium property is the floor elevation of the common elements.
- 3) The common elements are reserved to the owners of the units.
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- C) Interior unit shall have... boundaries, interior unpainted finished surfaces of the ceiling, floor and perimeter walls, all bearing walls located within the perimeter of the unit, and the common elements within the finished surface of the common element.
- D) The interior walls of each apartment shall have the interior unpainted finished surfaces of the perimeter walls of the floor and ceiling of each unit.
- E) All land and all portions of the building or other improvements not located within the boundaries of a unit are common elements which are designated as limited common elements.
- F) All units are to be used for residential purposes only and will be subject to the declaration of other units, provisions and other provisions for maintenance of the common elements.
- G) The common elements are reserved to the owners of the units.
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- N) The common elements are reserved to the owners of the units.
- O) The common elements are reserved to the owners of the units.
- P) The common elements are reserved to the owners of the units.
- Q) The common elements are reserved to the owners of the units.
- R) The common elements are reserved to the owners of the units.
- S) The common elements are reserved to the owners of the units.
- T) The common elements are reserved to the owners of the units.
- U) The common elements are reserved to the owners of the units.
- V) The common elements are reserved to the owners of the units.
- W) The common elements are reserved to the owners of the units.
- X) The common elements are reserved to the owners of the units.
- Y) The common elements are reserved to the owners of the units.
- Z) The common elements are reserved to the owners of the units.



Galen Breakers

TYPICAL FLOOR PLAN 2ND THRU 9TH



SCALE

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.

[Signature]
Witness

[Signature]
Witness

GALEN BREAKERS - A CONDOMINIUM, INC.

BY: [Signature]
President
(Seal)

ATTEST: [Signature]
Secretary

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23rd day of MARCH 1995 by ROBERT OLDAKOWSKI 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. DR. 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:

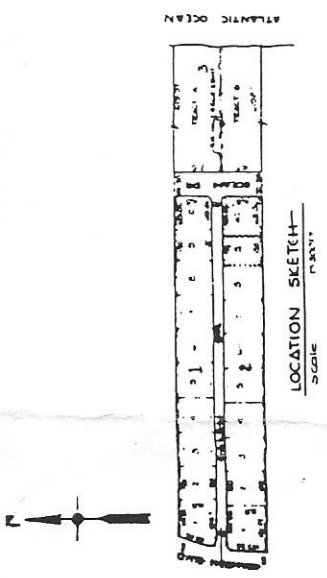
[Signature]
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
(SEAL)

AIMEE MOREY
PLEASE PRINT OR TYPE NOTARY SIGNATURE

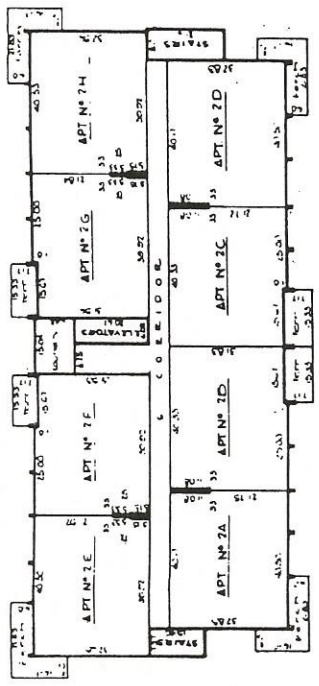
THIS INSTRUMENT PREPARED BY:

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

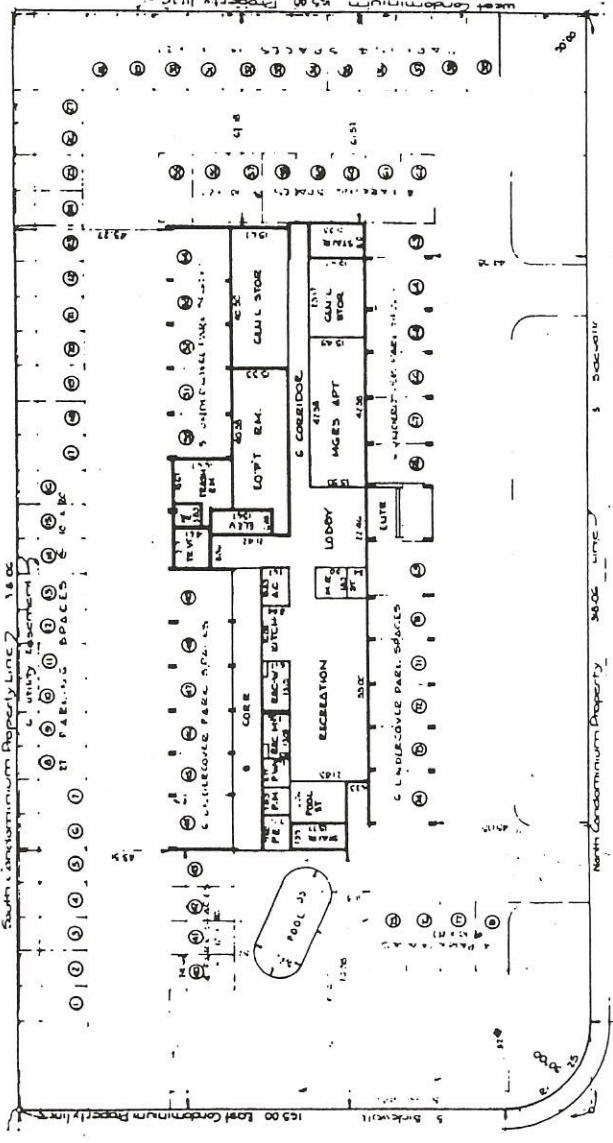
1126-
 CLEB'S NOTE
 FOR DECLARATION OF CONDOMINIUM
 SEE OFFICIAL RECORDED BOOK 4589 PAGE 204.



LEGAL DESCRIPTION
 Lots 9 thru 10 in Block 2 of BASSEL SUBDIVISION, according to the Plat therefor, recorded in Plat Book 16, Page 51 of the Public Records of Dade County, Florida, together with the undivided interests therein, together with the easement therein known as the Atlantic Ocean easement, as contained in the Plat of BASSEL SUBDIVISION.



SECOND FLOOR PLAN



FIRST FLOOR PLAN & PLOT PLAN

APARTMENT ELEVATIONS

All elevations shown are based on a datum of 10 feet above Mean Sea Level.

- NOTES
- The ground floor (first floor) consists of entrance, lobby, elevator and stairs, storage and underground parking spaces and a common room and other common areas.
 - The second floor consists of the common areas, including the pool, and the individual units.
 - The third floor consists of the individual units.
 - The fourth floor consists of the individual units.
 - The fifth floor consists of the individual units.
 - The sixth floor consists of the individual units.
 - The seventh floor consists of the individual units.
 - The eighth floor consists of the individual units.
 - The ninth floor consists of the individual units.
 - The tenth floor consists of the individual units.
 - The eleventh floor consists of the individual units.
 - The twelfth floor consists of the individual units.
 - The thirteenth floor consists of the individual units.
 - The fourteenth floor consists of the individual units.
 - The fifteenth floor consists of the individual units.
 - The sixteenth floor consists of the individual units.
 - The seventeenth floor consists of the individual units.
 - The eighteenth floor consists of the individual units.
 - The nineteenth floor consists of the individual units.
 - The twentieth floor consists of the individual units.

CERTIFICATION
 WE HEREBY CERTIFY that the attached plat of GALEN BREAKERS - A CONDOMINIUM is a true and correct representation to the best of our knowledge and belief of the actual location, location, dimensions and area of each unit and the common elements.

by **DAVID W. MCINTOSH ASSOC. INC.**
 Donald W. McIntosh, President
 Real Estate Surveyors
 State of Florida

The attached plat of GALEN BREAKERS - A CONDOMINIUM is Exhibit #1 to the Declaration of Condominium submitted to the State of Florida, which has been recorded in the Public Records of Dade County, Florida, and which hereby creates the same as provided for by Chapter 711, Florida Statutes, The Condominium Act as amended.

BEEMAN GAULT DEVELOPMENT CORP.
 President

6/17/64

GALEN BREAKERS - A CONDOMINIUM

DONALD W. MCINTOSH ASSOC. INC.
 MIAMI, FLORIDA

ON 12/25/63
 FB 61165/64

JAN 1965
 SCALE As noted

ARTICLES OF INCORPORATION
OF
GALEN BREAKERS - A CONDOMINIUM, INC.
(A Corporation Not For Profit)

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

ARTICLE I.

NAME

The name of this corporation shall be Galen Breakers - A Condominium, Inc.

JAN 27-69 #2 1043 0 *****2.00
JAN 27-69 #2 1042 0 *****3.00
JAN 27-69 #2 1041 0 *****25.00

ARTICLE II.

PURPOSE

In accordance with the provisions of Chapter 711 of Florida Statutes, commonly known as the Condominium Act, a Condominium will be created upon certain lands in Dade County, Florida, to be known as Galen Breakers - A Condominium. The Declaration subjecting the lands involved to a condominium form of ownership will be recorded among the Public Records of Dade County, Florida. This corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the condominium, to-wit: Galen Breakers - A Condominium, and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of Florida, the By-Laws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this corporation's capacity as a condominium association.

SECRETARY OF STATE
FILED
JAN 27 1969
TALLAHASSEE, FLORIDA

C. TAX	
FILING	25
R. AGENT FEE	2
C. COPY	3
TOTAL	30
N. BANK	30
BALANCE DUE	
REFUND	

ARTICLE III.

POWERS

The powers of the corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and in addition all of the powers conferred by the Condominium Act upon a condominium association, and in addition all of the powers set forth in the Declaration of Condominium of Galen Breakers - A Condominium, which are not in conflict with law.

2. The corporation shall have all of the powers reasonably necessary to implement the powers of the corporation, including but not limited to the following:

(a) To operate and manage the condominium and condominium property in accordance with the sense, meaning, direction, purpose and intent contained in the Declaration of Condominium of Galen Breakers - A Condominium, when the same has been recorded among the Public Records of Dade County, Florida.

(b) To make and collect assessments against members to defray the costs of the condominium, and to refund common surplus to members.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate the condominium property.

(e) To reconstruct improvements upon the condominium property after casualty, and to further improve the property.

(f) To make and amend regulations respecting the use of the property in the condominium.

(i) To approve or disapprove the proposed purchasers, lessees and mortgagees of apartments.

(ii) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

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

3. All funds and title of all properties acquired by the corporation and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the corporation shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the condominium property.

ARTICLE IV.

MEMBERS

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

1. Until such time as the Declaration of Condominium of Galen Breakers - A Condominium shall be recorded among the Public Records of Dade County, Florida, the membership of this corporation shall be comprised of the subscribers to these Articles, or their assigns, each of which subscribers or his assigns, shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

2. After recording of the Declaration of Condominium of Galen Breakers - A Condominium, the owners of each condominium unit in the aforementioned condominium shall each be a member of the corporation and at such time the Subscribers who are members of the corporation by virtue of Paragraph 1 above shall no longer be members by virtue of said Paragraph 1.

3. Hereafter, membership in the corporation shall be established by acquisition of the fee title to a condominium unit in Galen Breakers - A Condominium, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee interest in any unit except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more units, so long as such party shall retain title to a fee ownership in any unit.

4. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit. The properties, funds and assets of the corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

5. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each unit in the condominium, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws of this corporation. Should any member own more than one unit, such member shall be entitled to exercise or cast one vote for each unit owned in the manner provided by said By-Laws.

ARTICLE V.

TERM

This corporation shall have perpetual existence. ✓

ARTICLE VI.

PRINCIPAL OFFICE

The principal office of this corporation shall be located at 550 Ocean Drive, Key Biscayne, Florida, but this corporation may change said principal office and transact business at such other places within or without the State of Florida as shall from time to time be designated by the Board of Directors.

ARTICLE VII.

MANAGEMENT OF THE AFFAIRS OF
THE CORPORATION - OFFICERS

The affairs of this corporation shall be managed by its officers, ✓ subject, however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles and in accordance with the By-Laws. The officers of this corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors from the membership of this corporation. The Directors, if they desire, may combine the offices of Secretary and Treasurer and, in addition, provide for such other officers, agent, supervisory personnel or employees of the corporation as they shall see fit, none of whom need be a member of the corporation. Commencing with the first annual meeting of the Board of Directors in 1969, officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. The names of the officers who are to serve until the first election by the Board of Directors are as follows:

Leon Cohen - President
 S. A. Weisberg - Vice President
 Maurice Beeman - Secretary-Treasurer

None of the above officers specifically named in these Articles shall be required to be a member of this corporation to hold office.

ARTICLE VIII.

BOARD OF DIRECTORS

This corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons as provided for in the By-Laws. In the absence of any provision in the By-Laws designating the number of Directors, the number thereof shall be three (3), provided, however, that until the first annual meeting of the members of this corporation in 1969, this corporation shall be governed by a Board of Directors, consisting of three (3) persons. The names and post office addresses of the persons who will serve as Directors until the first annual meeting of members in 1969, or until their successors are elected and qualify, are as follows:

<u>Name</u>	<u>Post Office Address</u>
Leon Cohen	4690 N. W. 7th Avenue Miami, Florida
S. A. Weisberg	4690 N. W. 7th Avenue Miami, Florida
Maurice Beeman	4690 N. W. 7th Avenue Miami, Florida

Succeeding Boards of Directors and succeeding Directors shall be elected by the members in the manner and in accordance with the method provided for in the By-Laws of the corporation, as the same shall be constituted from time to time.

ARTICLE IX.

REMOVAL OF OFFICERS AND DIRECTORS

Any officer may be removed prior to the expiration of his term

of office in the manner hereinafter provided, or in such manner as in the By-Laws provided. Any officer may also be removed for cause by a two-thirds (2/3rds) vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this corporation may be removed with or without cause, and for any reason, upon a petition in writing of a majority of the members of this corporation approved at a meeting of members called at least in part for the purpose, by a two-thirds (2/3rds) vote of the membership. The petition calling for the removal of such officer and/or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting the officer and/or director whose removal is sought shall be given the opportunity to be heard.

ARTICLE X.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply

only if the board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI.

BY-LAWS

The original By-Laws of this corporation shall be adopted by a majority vote of the members of this corporation present at a meeting of members called for the purpose, at which a majority of the membership is present, and thereafter the By-Laws of this corporation may be amended, altered or rescinded only in the manner provided for in the Declaration of Condominium hereinabove described or provided for in the By-Laws. The original By-Laws of this corporation shall be appended to the Declaration of Condominium above-described at the time of the recording of the Declaration of Condominium among the Public Records of Dade County, Florida.

ARTICLE XII.

PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

This corporation shall never have or issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the corporation of compensation in a reasonable amount to the members, directors or officers for services rendered, nor shall anything herein be construed to prohibit the corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes and contemplated by the Declaration of Condominium and/or Condominium Act.

ARTICLE XIII.

CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between this corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any director or officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV.

SUBSCRIBERS

The names and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Post Office Address</u>
Robert Bakerman	507 Northeast Airlines Building Miami, Florida 33131
Robert L. Shapiro	507 Northeast Airlines Building Miami, Florida 33131
Brenda Shapiro	507 Northeast Airlines Building Miami, Florida 33131

ARTICLE XV.

AMENDMENT

These Articles of Incorporation may be amended from time to time

