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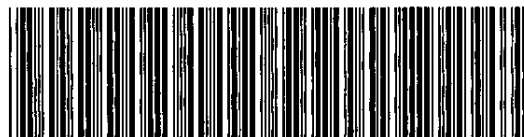
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DIVISION OF COMMERCE  
12 JUN 29 AM 9:26

Amended  
Restated  
@ 7/2/12

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
260 EUCLID CONDOMINIUM, INC.**

WHEREAS, 260 EUCLID CONDOMINIUM is a condominium with a Declaration of Condominium recorded in the Official Records Book 6652, at Page 113, of the Public Records of Miami-Dade County, Florida, and

WHEREAS, 260 EUCLID CONDOMINIUM, INC., is the Florida not-for-profit corporation responsible for the maintenance, management, and operation of the above-referenced condominium;

WHEREAS, the attached Amendments to the Declaration of Condominium, Articles of Incorporation, and By-laws were adopted in accordance with Article XII of the Declaration, Article IX and X(N) of the By-laws, and Fla.Stat. §718.110 (particularly Fla.Stat. §718.110(11) regarding mortgagee approval), and were approved by the unit owners at a duly-noticed meeting of the Membership, at which a quorum was present, on March 28, 2012;

NOW THEREFORE, BE IT RESOLVED that the Declaration of Condominium, Articles of Incorporation, and By-laws are amended as set forth on the Amendment sheet appended hereto.

IN WITNESS WHEREOF, I, the duly authorized officer of 260 EUCLID CONDOMINIUM, INC., have affixed my hand this 15<sup>th</sup> day of June, 2012.

WITNESSES

Sign [Signature]  
Print NIVIA E GARRIGA

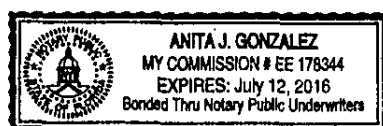
Sign [Signature]  
Print WILLIAM KREKELER

260 EUCLID CONDOMINIUM, INC.

By: [Signature]  
RICHARD PRIMAVERA  
President

STATE OF FLORIDA     )  
                                  )  
COUNTY OF MIAMI-DADE     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2012, by RICHARD PRIMAVERA, President of 260 EUCLID CONDOMINIUM, INC., a not-for-profit corporation, who is personally known to me or who produced Drivers License as identification and who did/did not take an oath.



[Signature]  
NOTARY PUBLIC

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF

260 EUCLID CONDOMINIUM, INC.  
(a Florida corporation not-for-profit)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 JUN 29 AM 9:26

(Substantial rewording of Articles of Incorporation—see current Articles for current text.)

We, the undersigned, being the President and Secretary of 260 Euclid Condominium, Inc., a Florida corporation not-for-profit (hereinafter referred to as the "Association"), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on September 7, 2010, pursuant to Chapter 617 of the laws of the State of Florida.
2. The original Articles of Incorporation of the Association, as amended ("Original Articles"), are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Chapter 718 of the Florida Statutes.
3. These Amended and Restated Articles of Incorporation contain amendments to the original Articles which require the approval of the members.
4. These Amended and Restated Articles of Incorporation were duly adopted by the Members, in accordance with the provisions of the Florida Statutes, on March 28, 2012, in that the number of affirmatives votes cast for the amendments by limited proxies were sufficient for approval.
5. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
6. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

The terms contained in the "Articles" are defined in the Florida Condominium Act, Chapter 718, Florida Statutes, as amended from time to time ("Act") and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means Condominium Act, Chapter 718, Florida Statutes 1976, as amended.
- B. "Articles" means these Amended and Restated Articles of Incorporation of the Association

C. "Assessments" means the share of funds required for the payment of "Assessments" (as such term is defined in the Declaration) which from time to time are assessed against a Unit Owner.

D. "Association" means 260 Euclid Condominium, Inc., a Florida corporation not-for-profit, responsible for operating the 260 Euclid Condominium.

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" means the Bylaws of the Association.

G. "Common Elements" means the portion of the Condominium Property not included in the Units.

H. "Common Expenses" means the expenses for which the Unit Owners are liable to the Association as set forth in the Act and as described in the Condominium Documents and include:

i. Expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association with respect to the Condominium Property, and cost of fire and extended coverage insurance on the Condominium Property; and

ii. Any other expenses designated as Common Expenses from time to time by the Board.

I. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

J. "Condominium" means the 260 Euclid Condominium as described in the Declaration and all of the property which has been submitted to condominium ownership pursuant to the Declaration.

K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association, and all of the instruments and documents referred to therein and executed in connection with the Condominium.

L. "Condominium Property" means the property submitted to condominium ownership pursuant to the Declaration and all improvements thereon, subject to any and all easements associated therewith, including but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

M. "County" means Miami-Dade County, Florida.

N. "Declaration" means the Declaration of Condominium of 260 Euclid Condominium, recorded in Official Records Book 6651, at Page 113, of the Public Records of Miami-Dade County, by which the Condominium was submitted to the condominium form of ownership in accordance with the Act, as such Declaration is amended from time to time.

O. "Director" means a member of the Board

P. "Member" means a member of the Association.

R. "Public Records" means the Public Records of the County.

S. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

T. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit and a Member of the Association.

U. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) Owner or by any entity.

V. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

#### ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association is 260 EUCLID CONDOMINIUM, INC., whose principal address is 260 Euclid Avenue, Miami Beach, Florida 33139, and whose mailing address is P.O. Box 5103, Hialeah, Florida 33014.

#### ARTICLE II PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate, and manage the Condominium, including the Condominium Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein, now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

#### ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the

following provisions:

A. The Association 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 the Condominium Documents or the Act.

B The Association shall have all of the powers granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including but not limited to, powers with respect to the operation, maintenance, management, repair and replacement of the Condominium Property and the Common Elements and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements;

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements as to the management of the Condominium Property and agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs are Common Expenses of the Condominium; and

7. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determines by the Association in compliance with the Condominium Documents

#### ARTICLE IV MEMBERS

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

A. Membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as Evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Unit Owner shall terminate as to that Unit. The person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and unit such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

B. No Member may assign, hypothecate or transfer in any manner his/her membership or his/her share in the funds and assets of the Association except as an appurtenance to his/her Unit.

C. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which shall be exercised and cast in accordance with the Declaration and the other Condominium Documents. In the event there is more than one (1) Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such Owners collectively shall be entitles to one (1) vote for each Unit owned in the manner determined by the Declaration.

2. The Membership shall be entitled to elect the Board as provided in Article VIII of these Articles.

#### ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

#### ARTICLE VI OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, and Assistant Secretary

and Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

## ARTICLE VII OFFICERS

The names of the officers who are to serve until the next election of officers are as follows:

President	Richard Primavera
Vice President	John Bratschi
Secretary	Nivia Garriga
Treasurer	William Krekeler

## ARTICLE VIII BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors ("Board") shall be no less than five (5) nor more than nine (9). Directors must be Members of the Association, except that, if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are currently on the Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard Primavera	260 Euclid Avenue Miami Beach, Florida 33139
John Bratschi	260 Euclid Avenue Miami Beach, Florida 33139



Nivia Garriga

260 Euclid Avenue  
Miami Beach, Florida 33139

William Krekeler

260 Euclid Avenue  
Miami Beach, Florida 33139

Ivan Las Heras

260 Euclid Avenue  
Miami Beach, Florida 33139.

C. At each Annual Members' Meeting, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for one (1) year, expiring when their successors are duly elected and qualified.

D. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

#### ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium;
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board;
- C. Maintaining, repairing and operating the improvements within the Condominium;
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium;
- E. Making and amending rules and regulations with respect to the Condominium;
- F. Enforcing by legal means the provisions of the Condominium Documents;
- G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and

duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with the funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association;

H. Paying taxes and assessments which are or may become liens against the Common Elements and assessing the same against Units within the Condominium, the Unit Owners of which are responsible for the payment thereof;

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and allocating the premiums therefor in accordance with the Condominium Documents;

J. Paying costs of all power, water sewer and other utility services rendered to the Condominium Property and not billed directly to Unit Owners;

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor;

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein;

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in Florida Administrative Code by the Division of Florida Land Sales, Condominium and Mobile Homes, and updating the question and answer sheet at least annually;

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same;

O. Ensuring that the following contracts shall be in writing:

i. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one(1) year from the date of execution of the contract and

ii. Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services,

and any other service contract exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominium;

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums;

Q. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents and the Act.

## ARTICLE X INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him/her or them in connection with any proceeding, litigation or settlement in which he/she may become involved by reason of his/her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he/she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance in the performance of his/her duties, the indemnification provisions of these Articles shall not apply. Otherwise the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

## ARTICLE XI BYLAWS

The Bylaws of the Association have been adopted and may be altered, amended or rescinded pursuant to the procedures set forth in the Bylaws. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## ARTICLE XII AMENDMENTS

A. These Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting, and any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments, and the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted, and where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records as an amendment to the Declaration.

## ARTICLE XII EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIII.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIII.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order or rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIII to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIII if a quorum of the Directors cannot readily assemble because of a catastrophic event.

#### ARTICLE XIV RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments hereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amend, and that any amendments included therein were adopted pursuant to Article XII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles with the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Association.

C. Amendments may be made simultaneously with restatement of the Articles if the requirements of Article XII are complied with. In such event, the Amended and Restated Articles of Incorporation shall be specifically designated as such.

#### ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the registered agent of the Association is Straley & Otto, P.A., 2699 Stirling Road, Suite C-207, Fort Lauderdale, Florida 33312.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors and Members of the Association on the 15<sup>th</sup> day of June, 2012.

By: 

RICHARD PRIMAVERA, President

Attest: 

NIVIA GARRIGA, Secretary


STATE OF FLORIDA )

) ss:

COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared RICHARD PRIMAVERA and NIVIA GARRIGA, the President and Secretary, respectively, of 260 EUCLID CONDOMINIUM, INC., who executed the foregoing Amended and Restated Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed. RICHARD PRIMAVERA and NIVIA GARRIGA are personally known to me or have produced Drivers license as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 15<sup>th</sup> day of June, 2012.

  
NOTARY PUBLIC

My Commission Expires:



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of 260 Euclid Condominium, Inc., as set forth in Article XV of these Amended and Restated Articles of Incorporation, and acknowledges that it is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.

Dated: 6/21/12

STRALEY & OTTO, P.A.

By: 

CHARLES F. OTTO, ESQ.  
Authorized agent

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
260 EUCLID CONDOMINIUM

THIRD EUCLID CORPORATION, a Florida corporation, having its principal place of business in Dade County, Florida, the owner and holder of the record title to the real property and the improvements thereon hereinbelow described, and hereinafter referred to as "OWNER", does hereby make, declare and establish this Declaration of Condominium, hereinafter referred to as "DECLARATION," as and for a plan of condominium apartment ownership for 260 EUCLID CONDOMINIUM, a Condominium, hereinafter referred to as "CONDOMINIUM," and does hereby submit the same to condominium ownership pursuant to Chapter 711, Florida Statutes, also known as The Condominium Act, and hereinafter referred to as "CONDOMINIUM ACT;" as such CONDOMINIUM ACT is re-numbered and amended from time-to-time.

.....

III. DEFINITIONS.

A. The definitions contained in the CONDOMINIUM ACT shall be the definitions of like terms used in this DECLARATION unless other definitions are specifically set forth:

.....

3. "Association" means ~~260 EUCLID CONDOMINIUM, an unincorporated association~~ 260 EUCLID CONDOMINIUM, INC., a Florida not-for-profit corporation, and its successors.

.....

X. OPERATION AND MANAGEMENT OF CONDOMINIUM.

A. The operation and management of the CONDOMINIUM shall be administered by ~~260 EUCLID CONDOMINIUM, an unincorporated association~~ 260 EUCLID CONDOMINIUM, INC., a Florida not-for-profit corporation, organized and existing pursuant to the CONDOMINIUM ACT, and herein referred to as "ASSOCIATION."

B. The ASSOCIATION shall have all of the powers and duties incident to the operation of the CONDOMINIUM as set forth in the DECLARATION, the Articles of Incorporation ~~Association~~ and By-Laws of the ASSOCIATION, as well as all of the powers and



duties set forth in the CONDOMINIUM ACT where the same are not in conflict with or limited by this DECLARATION and said Articles of Incorporation Association and By-Laws. A true and correct copy of the ~~Articles of Association and By-Laws of 260 EUCLID CONDOMINIUM, an unincorporated association, are~~ is attached hereto and made a part hereof, and marked EXHIBIT "C."

.....

G. The provisions of Section 718.116 711-15, Florida Statutes, ~~(Laws 1963, Chapter 63-35, Section 15, as amended from time-to-time; Laws 1965, Chapter 65-387, Section 6), where the same are not in conflict with other provisions of this ARTICLE X of the DECLARATION,~~ are incorporated herein by reference and made a part hereof. The lien provided for in Paragraph (4), Section 718.116 711-15, Florida Statutes, as that provision is amended from time-to-time, shall also secure reasonable attorney's fees and costs incurred by the ASSOCIATION incident to the collection of assessments and/or enforcement of the lien therefor, as well as any sums expended by the ASSOCIATION to protect the security of its lien.

H. The holder of a first mortgage acquiring title to an APARTMENT by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at a judicial sale ~~resulting from foreclosure of a first mortgage, and their successors and assigns, shall not be liable for the share of common expenses or assessments pertaining to such APARTMENT or chargeable to the former APARTMENT OWNER, which became due prior to such acquisition of title, as provided in Section 718.116, Florida Statutes, as that provision is amended from time-to-time. Such unpaid share of common expenses shall be collectible from all of the APARTMENT OWNERS, including the acquirer of title.~~

I. DELETED. ~~In the event any first mortgage shall acquire title to an APARTMENT by foreclosure or by voluntary conveyance in lieu thereof, such first mortgagee shall not be liable for the share of the common expenses apportioned to such APARTMENT, except for only the proportionate share of the insurance premiums constituting a part of the common expenses attributable to such APARTMENT. With the exception of the amount of the insurance premiums apportioned to such APARTMENT, the payment of all other common expenses with respect to the APARTMENT shall be temporarily suspended and shall not be collectible from such first mortgagee as the owner thereof, so long as such mortgagee shall hold title to the APARTMENT. Notwithstanding the foregoing, if such first mortgagee shall lease the APARTMENT, it shall be fully liable and responsible for the payment of its full share of the common expenses for so long as it is a lessor of such APARTMENT.~~

.....

L. The ASSOCIATION, upon the approval of two-thirds (2/3) of the Board of Directors, is authorized to lease, grant easements on or over, or grant licenses for the use of portions of the "basement" of the condominium building (an area of the condominium property which constitutes a portion of the common elements) for the exclusive use of individuals for such purposes as are approved by the Board of Directors. The ASSOCIATION is further authorized to negotiate and enter into written agreements for these purposes. If the party granted

such exclusive use rights is an owner of a condominium unit, such owner may be charged such fees as deemed appropriate by the ASSOCIATION and agreed upon by such owner.

.....

AMENDMENTS TO  
~~ARTICLES OF ASSOCIATION~~  
~~AND BY-LAWS OF~~  
260 EUCLID CONDOMINIUM, INC.

~~An unincorporated association~~ A not-for-profit corporation organized  
and existing pursuant to the provisions of  
Chapters 617 and 718 ~~711~~, Florida Statutes, as amended from time-to-time 1967.

~~In order to form an unincorporated association under and in~~ accordance with the provisions of the Laws of the State of Florida for the purpose of administering the operation and management of a condominium, these By-Laws of 260 EUCLID CONDOMINIUM, INC., we, ~~the undersigned, hereby associate ourselves for the purpose and with all of the powers hereinafter mentioned, and we do, by this instrument,~~ set forth

ARTICLE I. NAME OF ASSOCIATION.

The name of this Condominium Association shall be: 260 EUCLID CONDOMINIUM, INC.

ARTICLE II. PURPOSES OF ASSOCIATION.

The purposes and objects of this Association shall be to administer the operation and management of 260 EUCLID CONDOMINIUM, A Condominium, established in accordance with The Condominium Act of the State of Florida, upon the following described property situate, lying and being in Miami-Dade County, Florida, to wit:

Lot 1, Block 54, OCEAN BEACH ADDITION NO. 3, according  
to the Plat thereof, recorded in Plat Book 2, at Page 81, of the  
Public Records of Dade County, Florida;

and to undertake, on a nonprofit basis for the benefit of its membership, the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions and authority contained in these ~~Articles of Association and By-Laws~~, and which may be contained in the Declaration of Condominium to which these By-Laws ~~Articles~~ shall be attached and duly recorded in the Public Records of Miami-Dade County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, and to own, operate, lease, sell, trade and otherwise deal with said property, both real and personal, as may be necessary or convenient in the administration of said CONDOMINIUM.

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## ARTICLE V. DIRECTORS

This Association shall have five (5) Directors initially. The number of members of succeeding Boards of Directors shall be not less than five (5) nor more than nine (9). The names and post office addresses of the first Board of Directors who, subject to the provisions of these ~~Articles of Association and By-Laws~~, and of the Law of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows.

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## ARTICLE IX. AMENDMENTS TO ~~ARTICLES AND~~ BY-LAWS.

These ~~Articles of Association and~~ By-Laws may be amended in the same manner as the Declaration of Condominium to which they are attached may be amended, and in accordance with the provisions of The Condominium Act of the State of Florida.

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## ARTICLE X. BY-LAWS.

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I. Powers and Duties of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Declaration of Condominium and the Articles of Incorporation, ~~Association and By-Laws~~ of this Association. Such powers and duties shall be exercised accordingly and shall include, without limiting the generality of the foregoing, the following:

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