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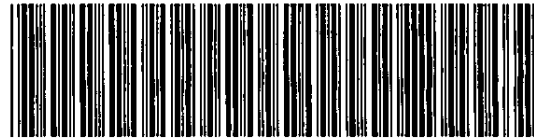
(Business Entity Name)

(Document Number)

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JANESVILLE, WISCONSIN

OCT 26 2015
C. CARROTHERS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Altos Del Mar Association, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Kimberly Ginsburg, Esq.
Contact Person

Holland & Knight, LLP
Firm/Company

701 Brickell Avenue, 33rd Floor
Address

Miami, Florida 33131
City/State and Zip Code

mkeller@edge-funds.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kimberly Ginsburg, Esq. At (351) 789-7587
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Document Number
(If known/ applicable)

AHos Del Mar Association, INC Florida

N03000001042

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Document Number
(If known/ applicable)

AHos Del Mar Homeowners
Association, INC

FL

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OCT 25 PM 8:00
CLERK OF STATE
TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____ / ____ / ____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 9/16/16

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 9/16/16 and shareholder approval was not required.

(Attach additional sheets if necessary)

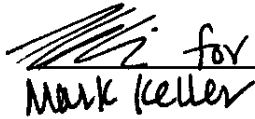
Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Altos Del Mar Association, Inc.

 for
Mark Keller

Mark Keller, President

Altos Del Mar Homeowners

Association, Inc.

 for
Mark Keller

Mark Keller, President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

Altos Del Mar Association, INC

Florida

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Altos Del Mar Homeowners
Association, INC.

Florida

Third: The terms and conditions of the merger are as follows:

See attached Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Attached

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached: *See attached restated Articles.*

Other provisions relating to the merger are as follows:

ALTOS DEL MAR ASSOCIATION, INC.
ARTICLES OF MERGER
of
ALTOS DEL MAR HOMEOWNERS ASSOCIATION, INC.,
A Florida Not for Profit Corporation
into
ALTOS DEL MAR ASSOCIATION, INC.
A Florida Not for Profit Corporation,
the Survivor

TABLE OF CONTENTS

	PAGE
ARTICLES OF MERGER	2
PLAN OF MERGER	3
EXHIBIT "A"- ARTICLES OF INCORPORATION	5
EXHIBIT "B"- BY-LAWS	14
EXHIBIT "C"- FOURTH AMENDMENT AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR ALTOS DEL MAR ASSOCIATION, INC.	23
EXHIBIT "D"- FORM OF WRITTEN NOTICE	44

ARTICLES OF MERGER
of
ALTOS DEL MAR HOMEOWNERS ASSOCIATION, INC.,
A Florida Not for Profit Corporation
into
ALTOS DEL MAR ASSOCIATION, INC.
A Florida Not for Profit Corporation,
the Survivor

Altos Del Mar Homeowners' Association, Inc. ("HOA") and Altos Del Mar Association, Inc. ("Road Association/Survivor"), after approval by their members, execute and file these Articles of Merger pursuant to F.S. 617.1105 as follows:

1. The HOA shall merge into the Road Association, which shall be the Survivor and shall assume and be liable for all of HOA's assets and liabilities, if any. To the extent there are Members of the HOA who are not members of the Road Association, such Members shall become members of the Road Association as of the effective date of the merger.

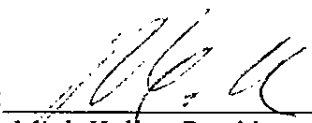
2. The Members of the HOA approved these Articles of Merger by a vote of 13 to 4 at a Special Meeting of the Members held on September 16, 2016.

The Road Association Members approved these Articles of Merger by a vote of 13 to 4 at a Special Meeting of the Members held on September 16, 2016.

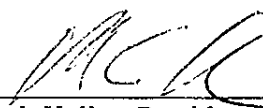
The number of votes cast by the Members of both the HOA and Road Association was sufficient for approval of the Plan of Merger and these Articles of Merger.

4. The name of the Survivor shall be Altos Del Mar Association Inc., a Florida not for profit corporation.

ALTOS DEL MAR
HOMEOWNERS ASSOCIATION, INC.

By: 
Mark Keller, President

ALTOS DEL MAR
ASSOCIATION, INC.

By: 
Mark Keller, President

F.S. 617.1101
PLAN OF MERGER OF
ALTOS DEL MAR HOMEOWNERS ASSOCIATION, INC.,
into
ALTOS DEL MAR ASSOCIATION, INC.,
the Survivor

1. Altos Del Mar Homeowners Association, Inc., a Florida not for profit corporation ("HOA") shall merge into Altos Del Mar Association, Inc., a Florida not for profit corporation ("Road Association"), which shall be the Survivor and carry on under the name of Altos Del Mar Association, Inc. ("Survivor").
2. The HOA shall merge into the Road Association, which shall be the Survivor and shall assume and be liable for all of the HOA's assets and liabilities, if any. To the extent there are Members of the HOA who are not members of the Road Association, such Members shall become members of the Road Association as of the effective date of the merger.
3. The capital account for the HOA will merge into the Road Association and the Members will be credited accordingly for their contributions for assessments and dues.
4. The Articles of Incorporation of the Survivor shall be as set forth in Exhibit A attached hereto.
5. The By-Laws of the Survivor shall be as set forth in Exhibit B attached hereto.
6. The Declaration of Restrictions and Protective Covenants, as amended, shall be further changed as set forth in Exhibit C.
7. This Plan of Merger as required by F.S. 617.1103(1)(a) was unanimously passed by the Board of Directors of the HOA on September 16, 2016, by resolutions directing that it be submitted to a vote at a meeting of the Members on September 16, 2016 at 7815 Atlantic Way, Miami Beach, Florida 33141.
8. Written notice of the meeting of the Members as set forth in Item 7 above shall be given to all Members of the HOA and Road Association in the form of the Notice attached as Exhibit D.
9. Copies of this Plan of Merger shall be made available to any Member of the HOA or Road Association in Miami Beach, Florida, upon request.

Unanimously approved by the Board of Directors of the HOA and Road Association on September 16, 2016.

ALTOS DEL MAR HOMEOWNERS ASSOCIATION, INC.
ALTOS DEL MAR ASSOCIATION, INC.

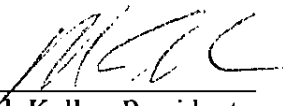
By: 
Mark Keller, President
Board of Directors

EXHIBIT "A"

**ARTICLES OF INCORPORATION OF
ALTOS DEL MAR ASSOCIATION, INC.**

AMENDED & RESTATED
ARTICLES OF INCORPORATION
OF
ALTOS DEL MAR ASSOCIATION, INC.
a Florida not-for-profit corporation

The articles of incorporation (the "Articles of Incorporation") of Altos Del Mar Association, Inc. (the "Corporation") were amended and restated by unanimous consent of the Corporation's board of directors on September 16, 2016. The corporation is filing the Restated and Amended Articles of Incorporation (the "Amended and Restated Articles") pursuant to F.S. 617.1002. These Amended and Restated Articles supersede the Articles of Incorporation.

The Articles of Incorporation of the Corporation are amended and restated as follows:

ARTICLE I

Name and Definitions

The name of the corporation shall be **ALTOS DEL MAR ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as the Articles, the By-Laws of the Association as the By-Laws.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity for the improvement and perpetual maintenance of the Atlantic Way (the "Private Roadway"), to provide for security, and to promote the health, safety and welfare of the residents within the Property described in Exhibit "A" hereto.

ARTICLE III

Powers

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

3.1 Enumeration. The Association shall have all of the powers and duties set forth in the these Articles and the Declaration of Restrictions and Protective Covenants ("Declaration"), and all of the powers and duties reasonably necessary to maintain the

Property pursuant to the Declaration recorded on the subject Property, as it may be amended from time to time.

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

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

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

3.5 Specific Powers. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which is formed is to provide for maintenance, security and preservation of the common elements within that certain tract of Property described above in Article II, and to promote the health, safety and welfare of the residents within the above-described Property. The Association shall have all of the common law and statutory powers of a not for profit corporation under the Laws of Florida that are not in conflict with the terms of these Articles including, but not limited to, the following powers:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration, executed by the Owners, dated the 16th day of September, 2016, applicable to the Property and recorded or to be recorded in the Public Records of Miami-Dade County, Florida, and as same may be amended from time to time as therein provided, said Declaration of being incorporated herein by reference as though set forth in its entirety herein.

(2) Fix, levy, collect and enforce the payment of all charges or assessments pursuant to the terms of the Declaration.

(3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(4) Borrow, mortgage, pledge, deed or grant any or all of its real or personal property as security for money borrowed or debts incurred provided that any such action shall require approval by seventy-five (75%) percent of the members.

(5) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such annexation shall be in accordance with the provisions of the Declaration and any such merger or

consolidation shall be approved by seventy-five (75%) percent of the members.

(6) Dedicate, sell or transfer all or any part of the common elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by fifty-one (51%) percent of the members, agreeing to such dedication, sale or transfer.

(7) The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of Lots in the Property.

4.2 Evidence. After transfer of the ownership, of a Lot, membership in the Association shall be established by delivery to the Association of a certified copy of the recorded instruments transferring title. The owner receiving title of the Lot as set forth herein shall be a member of the Association and the membership of the prior owner will be terminated.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 No officer, director, or member shall be personally liable for any debt or other obligation or liability of this Corporation, except as may be provided in the Declaration, the By-Laws, and these Articles. The Association shall indemnify and hold all directors and officers harmless against all any claims, threatened claims, damages, suits or proceedings of any kind brought against the Association and/or the director or officer.

4.5 The Association shall have one class of voting membership. Each Member shall be restricted to one (1) vote per Lot owned, except in all elections for directors, which shall permit each Lot Owner to have one (1) vote per each director position, each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws.

4.6 Membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the Lot. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the

corporation in accordance with the Declaration, and the vote may not be divided between plural owners of a single lot or unit in the subdivision.

4.7 Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, within the above described Property shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Such membership shall automatically terminate when such person is no longer the record owner of a Lot.

ARTICLE V

Duration

The period for duration of this Association shall be perpetual.

ARTICLE VI

Directors

6.1 Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of that determination shall consist of three directors. The directors need not be members of the Association. A majority of the directors in office shall constitute a quorum for the transaction of business.

6.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by Lot owners when that is specifically required.

6.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

6.4 Term of Directors. The directors named in these Articles shall serve until the 2017 annual meeting or such special-set meeting called for the purpose of appointing directors; and any vacancies in their number occurring before time for the election of their successors by the members shall be appointed by the then current remaining directors.

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

Mark Keller- President- 7815 Atlantic Way, Miami Beach, FL 33141
Farid Suleman- Secretary- 7825 Atlantic Way, Miami Beach, FL 33141
Clifford Smallman- Treasurer-7732 Atlantic Way, Miami Beach, FL 33141

ARTICLE VII

Officers

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

President:	Mark Keller
Secretary:	Farid Suleman
Treasurer:	Clifford Smallman

ARTICLE VIII

By-Laws

The By-Laws of the Association may be made, amended, altered, or rescinded in accordance with the provisions of such By-laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be adopted by a majority vote of the Board of Directors at any regular or special meeting called for that purpose and proposed by the Board of Directors to the membership. A majority vote of all members present and entitled to vote at a duly-constituted meeting of the membership called for that purpose, at which a quorum of thirty percent (30%) of the members entitled to vote are present, shall be necessary to amend the Articles of Incorporation.

ARTICLE X

Registered Agent

The name and street address of the registered agent and office are: Kimberly Ginsburg, Esq., Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, Florida 33131, which such registered agent may be changed at any time by the Board of Directors.

ARTICLE XI

Dissolution

The Association may be dissolved with the assent given in writing and signed by the holders of not less than seventy-five (75%) percent of the total number of eligible votes as provided for in the By-Laws. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the members as appurtenances (if real property or any interest therein) to the member's Lots, subject to any and all applicable loans. This Article is subject to provisions of 617.05 of the Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK]

The foregoing Amended and Restated Articles were duly adopted by the unanimous vote of the shareholders and board of directors on September 16, 2016.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 16th day of September, 2016.

[Signature]
Director

Date: 10/14/16

[Signature]
Director

Date: 10/14/2016

Director

Date: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14 day of October 2016, by Mark Kelle, who is ☐ personally known to me or ☒ have produced a Florida driver license or ☐ has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Janine Gelb

Commission No: GG 21161

My commission expires: 8/14/2020



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14 day of October 2016, by Fahid Sukerman who is ☐ personally known to me or ☒ has produced a Florida driver license or ☐ has produced _____ as identification.

Janine Gelb
NOTARY PUBLIC, STATE OF FLORIDA
Name: Janine Gelb
Commission No: GG 21161
My commission expires: 8/14/2020



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is ☐ personally known to me or ☐ has produced a Florida driver license or ☐ has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Name: _____
Commission No: _____
My commission expires: _____

EXHIBIT "B"

BY-LAWS OF ALTOS DEL MAR ASSOCIATION, INC.

**BY-LAWS OF
ALTOS DEL MAR ASSOCIATION, INC.
a Florida Corporation**

1. OFFICES

The principal office of the Corporation shall be established and maintained at 7815 Atlantic Way, Miami Beach, Florida 33141, in the County of Miami-Dade, State of Florida. The Corporation may change its principal office from time to time and may also have offices at such places within or without the State of Florida as the Board of Directors may establish.

2. MEMBERSHIP-DESIGNATION OF VOTING MEMBER

Persons or entities shall become members of the Association on the acquisition of fee title to a Lot in the Property. Membership shall be terminated when a person or entity no longer owns a Lot in the Property. The membership of the Association shall have voting rights. Members shall be all owners of Lots within the Property.

3. ANNUAL MEETING OF THE MEMBERS.

The annual meeting of the Members of this Corporation shall be held during the first week of January of each year or at such other time and place designated by the Board of Directors of the Corporation. Business transacted at the annual meeting shall include the election of Directors of the Corporation and all other matters properly before the Members. If the designated day shall fall on a Sunday or legal holiday, then the meeting shall be held on the first business day thereafter. The Members or the Board of Directors may vote to establish additional regular meetings of the Membership.

All meetings of the Membership shall be conducted in accordance with the latest edition of Roberts Rule of Order. The Agenda for the Annual Meeting of the Membership shall be as follows:

- a. Registration of voting Members, qualification of proxies and establishment of a quorum.
- b. Reading of the minutes of the last meeting of the Membership.
- c. Reading of correspondence to the meeting.
- d. Reports by the Officers.
- e. Reports by Committee Chairpersons.
- f. Unfinished business.

- g. Original resolutions and new business.
- h. Election of new Directors.
- i. Adjournment.

4. SPECIAL MEETINGS

Special meetings of the Membership shall be held when directed by the President or the Board of Directors, or when requested in writing by not less than 35% of all the Membership of the Corporation entitled to vote at the meeting. A meeting requested by Membership shall be called for a date not less than 10 or more than 30 days after the request is made unless the Membership requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or Membership requesting the meeting shall designate another person to do so.

5. NOTICE OF SPECIAL MEETINGS OF THE MEMBERSHIP

Written notice to each Member entitled to vote stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the meeting.

6. MEETING PLACE FOR MEMBERSHIP MEETINGS

Meetings of Membership shall be held at the principal place of business of the Corporation or at such other place as may be designated by the Board of Directors.

7. QUORUM FOR MEETINGS OF THE MEMBERSHIP

The majority of Members entitled to vote, who shall appear in person or by proxy shall constitute a Quorum at a meeting of Membership, but in no event shall a Quorum consist of less than fifty percent (50%) of the Membership entitled to vote at the meeting. After a Quorum has been established at a Membership meeting, the subsequent withdrawal of Membership, so as to reduce the number of Membership entitled to vote at the meeting below the number required for a Quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

8. VOTING BY PROXY

Every Member entitled to vote at a meeting of Membership, or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person to act for him by Proxy. The Proxy shall be a limited proxy limited to and valid only for certain votes taken by the Membership in accordance with the Articles and

By-Laws of the Corporation and must be signed by the Membership or his attorney-in-fact and notarized. No Proxy shall be valid after the expiration of one month from the date thereof, unless otherwise provided in the Proxy.

9. BOARD OF DIRECTORS

The business of the Corporation shall be managed and its corporate powers exercised by a Board of three Directors, who shall be of full age. It shall not be necessary for Directors to be Members of the Association.

10. ELECTION AND TERM OF DIRECTORS

Directors shall be elected by the Members at the annual meeting of Membership and each Director elected shall hold office for a period of one year or until his or her successor has been elected and qualified, or until his or her prior resignation or removal. Members shall be entitled to vote only once per Lot owned by member, for any one candidate and all voting shall be by written ballot. Those candidates for the Board of Directors who receive the largest number of votes cast shall be elected to the Board. In the event two candidates for the Board receive an equal number of votes, the incumbent President of the Corporation shall choose the candidate who shall be elected to the Board.

11. VACANCIES ON BOARD OF DIRECTORS

If the office of any Director, member of a committee or other officer becomes vacant, the remaining Directors in office, by a majority vote, may appoint any qualified Member to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen.

12. CHANGE IN THE NUMBER OF DIRECTORSHIPS

The number of Directors may be increased or decreased by the affirmative vote of a fifty-one (51%) percent majority of the Membership by amending these By-Laws, at the annual meeting or at a special meeting called for that purpose, and by like vote the additional Directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify. In no event shall the Board consist of less than three Directors. The initial number of Directors shall be three (3). The number of Directors shall always be an odd number.

13. REMOVAL OF DIRECTORS

Any or all of the Directors may be removed with or without cause by vote or agreement in writing of a majority of all of the Membership entitled to vote at a special meeting of Membership called for that purpose.

14. RESIGNATION OF DIRECTOR

A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

15. QUORUM OF DIRECTORS

A majority of the Directors shall constitute a Quorum for the transaction of business. If at any meeting of the Board there shall be less than a Quorum present, a majority of those present may adjourn the meeting from time to time until a Quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

16. MEETING PLACE FOR DIRECTORS' MEETINGS

The Board may hold its meetings at the office of the Corporation or at such other places within the County of Miami-Dade as it may from time to time determine.

17. REGULARLY SCHEDULED MEETINGS OF THE BOARD

The annual meeting of the Board shall be held immediately following the annual meeting of Membership at the place of such annual meeting of Membership. At each annual meeting, the Board shall establish a schedule of regular Board meetings for the next year. Notice of regular meetings, however, shall be given to each Director personally by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Property at least 48 continuous hours before the meeting except in an emergency. All meetings of the Board of Directors, whether regularly scheduled or special, shall be open to all Membership of the Corporation.

All meetings of the Board shall be conducted in accordance with the latest edition of Roberts Rules of Order. The Agenda for the Annual Meeting of the Board shall be as follows:

- a. Reports by incumbent Officers.
- b. Reading of minutes of last Directors' meeting.
- c. Reports by incumbent Chairpersons of committees.
- d. Election of new Officers.
- e. Unfinished business.

f. New Business.

g. Adjournment.

All other meetings of the Board shall be in accordance with this Agenda with the exception of the election of new Officers.

18. NOTICE OF SPECIAL MEETINGS OF THE BOARD

Special meetings of the Board shall be held upon notice to the Directors and may be called by the President upon three days (3) notice to each Director, either personally or by mail or by wire; special meetings shall be called by the President and in his or her absence, by the Vice President and must be called by the Secretary at the written request of one-third of the Directors. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Property at least 48 continuous hours before the meeting, except in an emergency.

19. EXECUTIVE AND OTHER COMMITTEES

The Board, by resolution, may designate two more of their members to any committee. To the extent provided in said resolution or these By-Laws, said committee may exercise the powers of the Board concerning the management of the business of the Corporation.

20. COMPENSATION

No compensation shall be paid to Directors or Officers, as such, for their services, but by resolution of the Board, reimbursement for out of pocket expenses by a Director or Officer may be approved at any regular or special meeting of the Board by a majority of the Directors present. Nothing herein contained shall be construed to preclude any Director or Officer from serving the Corporation in any other capacity and receiving compensation therefor provided that such compensation is no greater than would be paid to an independent third party providing such service.

21. ELECTION OF OFFICERS

The Board may elect by majority vote a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as it may determine, who shall have such duties and powers as hereinafter provided. Any two or more offices may be held by the same person.

22. TERM OF OFFICE

All officers shall be elected to hold office until the meeting of the Board following the next annual meeting of Membership and until their successors have been elected or appointed and qualified.

24. REMOVAL OR RESIGNATION OF OFFICERS

Any officer elected or appointed by the Board may be removed by the Board with or without cause. In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term. Any officer elected by the Membership may be removed only by vote of the Membership unless otherwise provided by the Members.

25. DUTIES OF THE PRESIDENT

The President shall be the chief executive officer of the Corporation, shall have general and active management of the business and affairs of the Corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the Membership and Board of Directors. At the Annual Meeting of the Membership, the President shall present a report setting forth the condition and activities of the Corporation.

26. DUTIES OF THE SECRETARY

The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the Membership and Board of Directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors or the President. The office of Secretary may be divided into two offices of Recording Secretary and Corresponding Secretary at the discretion of the Board.

27. DUTIES OF THE TREASURER

The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of Membership and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

28. REMOVAL OF OFFICERS

An officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment, the best interests of the Corporation will be served thereby. Any vacancy in any office may be filled by the Board of Directors.

29. BOOKS AND RECORDS OF THE CORPORATION

All books and records concerning the operation of the Corporation and its financial status, including but not limited to minutes of all meetings of the Board of Directors, all bank statements of account and all tax returns shall be available to any Member at the offices of the Corporation at any time during normal business hours.

30. FISCAL YEAR OF THE CORPORATION

The calendar year shall be the fiscal year of the Corporation.

31. ANNUAL BUDGET OF THE CORPORATION

The Treasurer of the Corporation shall submit an annual budget for the next fiscal year of the Corporation's operation to the Board of Directors no later than sixty days prior to the Annual Meeting of the Membership. No later than thirty (30) days prior to the Annual Meeting of the Membership, the Board of Directors shall meet to vote upon the proposed budget.

32. CORPORATE DEPOSITORY

The funds of the Corporation shall be placed into a bank or savings and loan association doing business in the City of Miami Beach and where deposits are insured by the Federal Deposit Insurance Corporation or equivalent government agency.

33. INSURANCE

The Corporation shall maintain liability and workmen's compensation insurance and shall maintain such additional insurance as the Board of Directors may determine is required for the operation of the Corporation's business. The Corporation may also maintain a Fidelity Bond at the Board of Directors' discretion.

34. CORPORATE SEAL

The seal of the Corporation shall have inscribed thereupon the name of the Corporation and the year of its organization. An impression of the Corporation's seal appears to the right of this paragraph.

35. DISSOLUTION OF THE CORPORATION

The Corporation, subject to the provisions of the Property documents may be dissolved by a seventy-five (75%) percent vote of the Membership of the Corporation at any properly convened meeting of the Membership, provided, however, that written notice of the intention to dissolve the Corporation shall be mailed to each Member at least thirty

days prior to the meeting at which dissolution shall be voted upon. Upon dissolution of the Corporation, any assets remaining after payment of all creditors of the Corporation shall be distributed to the Membership in accordance with their percentage ownership interests in the Corporation.

36. AMENDMENT OF BY-LAWS

Any provision of these By-Laws may be amended upon a vote of seventy-five (75%) percent of the Membership of the Corporation. Any Membership may submit a proposal to amend the By-Laws and such proposal shall be presented for a vote by the Members at the next Annual Meeting of the Membership. All proposed amendments shall be submitted to the Board in writing at least thirty days before the Annual Meeting of the Membership. If a proposed amendment to these By-Laws is approved, the text of the By-Laws shall be changed accordingly.

37. TERMS MEMBER AND MEMBERSHIP

The word Member(s) and Membership shall be interchangeable with respect to this document.

IN WITNESS WHEREOF, the Corporation has adopted these By-Laws by resolution of the Board of Directors at a properly convened meeting held on September 16, 2016.

ATTEST:

_____, Secretary

EXHIBIT "C"
FOURTH AMENDMENT AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR ALTOS
DEL MAR ASSOCIATION, INC.

**FOURTH AMENDMENT AND RESTATED DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR ALTOS DEL MAR ASSOCIATION, INC.**

THIS FOURTH AMENDMENT AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR ALTOS DEL MAR ASSOCIATION, INC., (this "Amendment"), is made and entered into this ____ day of September, 2016, by and between Altos Del Mar Association, Inc., a Florida not-for-profit corporation (the "Road Association"); and Altos Del Mar Homeowners Association, Inc., a Florida not-for-profit corporation (the "Owners' Association").

WITNESSETH:

WHEREAS, on or about October, 2005, in connection with the redevelopment and completion of the community known as "Altos Del Mar," the owners (the "Owners") of the lots (the "Lots") within the subdivision known as ALTOS DEL MAR NO. 1 CORRECTED as recorded in Plat Book 31, Page 40 of the Public Records of Miami-Dade County, Florida (the "Subdivision") entered into an agreement with the City of Miami Beach (the "City") whereby the Owners agreed to complete and maintain certain improvements (the "City Agreement") to the private road (the "Road Improvements") known as Atlantic Way;

WHEREAS, the purpose of the City Agreement was to assure the City that the Road Improvements would be maintained by the Owners in a satisfactory manner in perpetuity without cost or obligation to the City;

WHEREAS, pursuant to the City Agreement, the Owners were required to create the Road Association to carry out the installation and perpetual maintenance of the Road Improvements;

WHEREAS, the Road Association was successfully created and remains in existence as of the date of this Amendment;

WHEREAS, the original developer of Altos Del Mar *also* created the Owners Association, with the intent that such Owners Association would govern additional aspects of the Community;

WHEREAS, in the interest of simplifying the governance of the Community, the Owners have decided to merge the two associations such that from and after the recording of this Amendment, the Community will be governed exclusively by the Road Association, this Amendment and the other Association documents related hereto as set forth on **Exhibit "A"** (the "Governing Documents");

WHEREAS, the Road Association, Owners Association and the Owners are desirous of amending and restating the Road Association Declaration to add other provisions relevant to the maintenance of the Altos Del Mar Community, and the Owners desire to be governed and bound by the Road Association Declaration, as hereby amended.

NOW, THEREFORE, the parties hereto desire to (1) merge the Owners Association into the Road Association such that Road Association will govern the Community from and after the recording of this Amendment, (2) restate the Road Association Declaration in its entirety as set

forth in this Amendment, and (3) declare that the real property within the Subdivision shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, burdens and liens as set forth herein.

ARTICLE I

DEFINITIONS

1. "Association" as used in this Amendment, means that certain Florida not-for-profit association which governs the community known as Altos Del Mar;
2. "Board of Directors" means the officers and directors of the Association as may be elected by the members from time to time in accordance with the By-Laws;
3. "By-Laws" means the By-Laws of the Association as they may exist from time to time;
4. "Common Areas" shall mean all real property and improvements thereon owned, or to be owned, by the Association for the common use of the Owners;
5. "Community" means those certain lots between 77th and 79th Street along Atlantic Way in Miami Beach, Florida as depicted on **Exhibit "B"** attached hereto;
6. "County" shall mean Miami-Dade County, Florida;
7. "Lot Owner" and "Member" as used in the Association Declaration, shall be interchangeable with and mean "Owner" as such term is defined in this Amendment;
8. "Members" means each Owner who is a member of the Association as described in Section 1 entitled "Membership";
9. "Owner" means all Owners of Lots within the Community and shall include the owners of the Omitted Lots as such Omitted Lots are being incorporated hereby;
10. "Private Road" shall mean Atlantic Way, or Airoso Way as depicted on the Plat;
11. "Road Association Declaration" shall mean the document defined in Item 2 of Exhibit "A" attached hereto.

ARTICLE II

PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) All provisions of this Amendment, the plat of the Community, and the Articles of Incorporation and By-Laws of the Association;

(b) Rules and regulations adopted by the Association governing the use and enjoyment of the Common Areas;

(c) The right of the Association to suspend the voting rights and to suspend the right to use Common Areas of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations; and

(d) The right of the Association to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon in an instrument signed by two-thirds (2/3) of the members of the Association and recorded in the public records of the County.

2. Zero Lot Line Maintenance and Easements. An exclusive easement for the minor, unintentional encroachment of any home or other improvements upon any Lot or Common Areas caused by or resulting from the original construction of improvements or the repair or replacement of same, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching home or other improvement, to the extent of such encroachment.

3. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Areas, to the members of his family, his tenants or contract purchasers who reside on the property.

4. Permitted Uses. The Common Areas and Private Road shall be restricted to the following uses:

(a) The Common Areas shall be restricted hereby such that it shall be maintained for the use and benefit of the Owners, including as and for easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

(b) The Private Road shall be restricted such that it shall be used solely for the benefit of the Owners, their tenants, invitees and guests as and for the common access, ingress and egress and as an easement and right-of-way for the construction, operation and maintenance of utility services and drainage facilities. The Private Road shall be kept free and clear of obstructions, except as is reasonable for construction, operation and maintenance of traffic and speed controls.

5. Delegation of Rights. Any Owner may grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits with the condition that such tenants and guests agree to comply with all rules, regulations and policies of the Association as may be promulgated from time to time, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

ARTICLE III
THE ASSOCIATION, MEMBERSHIP,
AND VOTING RIGHTS

1. Membership. The Owners, and each of their successors and assigns, shall automatically be members of the Association and shall remain subject to the burdens and benefits of membership for as long as the Association shall remain in existence. Any lot owner not included in the City Agreement, the Road Association Declaration or this Amendment (an "Independent Lot Owner"), may elect to become an Association member by executing a joinder to this Association Declaration, which such joinder shall be recorded by the Association in the Public Records of Miami-Dade County, Florida, and then, in such event, such Independent Lot Owner shall be a member of the Association for as long as the Association shall remain in existence. Notwithstanding the foregoing, any Independent Lot Owner may elect to provide funds for the installation and/or maintenance of any of the Road Improvements without formally becoming a member of the Association.

(a) Upon recordation of this Amendment in the public records, each of the following Owners, and each of their successors, heirs and assigns, shall be bound by the Association Declaration and be deemed members of the Association:

The Owners of Lots 2, 5 and 6 of Block 5; Lots 1, 2, 3, 4, 5 and 6 of Block 6; Lots 2, 3, 4, 5 and 6 of Block 11; and Lots 1, 2, 3 and the western one-half of Lots 5 and 6, Block 12.

2. Voting. Each Member shall be entitled to one (1) vote for each Lot in which it has an ownership interest. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any such Lot.

3. Purpose. The Purpose of the Association is to (i) maintain the Common Areas, (ii) provide for the general security of the Community, and (iii) carry out the installation and maintenance of the Road Improvements including, without limitation, surface improvements, curbs, sidewalks, and storm water facilities, street lighting, street trees and other landscaping, decorative wall(s), gates, signage, security systems, and/or structures as may be installed or constructed by the Association. The Association shall serve as a representative of the Owners with respect to any and all governmental or quasi-governmental matters which affect the Community including, without limitation, representing the Community's position in any proposed ordinance or legislation.

(a) Powers, Duties and Obligations. The Association shall have all powers as set forth in Chapters 617 and 720 of the Florida Statutes, and shall administer and enforce the covenants, conditions and restrictions set forth in the Governing Documents in accordance with Florida law.

ARTICLE IV

ASSESSMENTS

1. Assessments. Each Lot shall be subject to annual assessments or charges for the costs and expenses incurred by the Association in carrying out its obligations to the Community as set forth in the Association Declaration and this Amendment ("Assessment(s)"). Such Assessments shall be determined by the Board of Directors prior to the beginning of each fiscal year through the adoption of an annual budget, and shall be due and payable on a monthly, quarterly or annual basis as determined by the Board of Directors in its sole and absolute discretion. No Owner may waive or otherwise escape liability for any Assessment levied by the Association for any reason whatsoever. The Association shall be permitted to assess a late charge equal to the greater of twenty-five and No/100 dollars (\$25.00) or five percent (5%) of the amount of the past due installment ("Late Charge") for any Assessment(s) which remains unpaid ten (10) days after the due date. The Late Charge, together with the amount of the unpaid Assessment(s) shall be subject to default interest at the highest allowable rate permitted by law and, together with costs and reasonable attorneys' fees incurred by the Association in collecting such delinquent Assessment(s), shall constitute a continuing lien on the Lot which is the subject of such delinquency. The Assessments levied by the Association shall be used exclusively to pay the common expenses and to promote the recreation, health, safety and welfare of the residents of the Community.

(a) Remedies. In the event any Lot Owner remains liable for a continuing unpaid Assessment(s), the Association shall have any and all of the following remedies, in addition to the rights set forth in the preceding paragraph, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

(i) To accelerate the entire amount of any Assessment(s) for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(ii) To advance funds on behalf of the defaulting Lot Owner(s) necessary to carry out the obligations of the Association up to and including the full amount for which such Lot Owner(s) are liable to the Association. The advance of such funds by the Association shall not constitute a waiver of the Lot Owner's default, and the amount of such advance shall otherwise be subject to all of the terms and conditions as set forth in Section 4 hereof.

(iii) To file an action to foreclose its lien for any Assessment(s) which remains unpaid for thirty (30) days after it becomes due and payable. In connection with any such foreclosure action, the Association shall be entitled to recover costs and attorneys' fees for collection of the Assessment(s) including, without limitation, such fees as may be incurred during the pendency of the foreclosure action through the conclusion of any and all appellate proceedings. The lien described herein shall remain subordinate to tax liens and the lien of any mortgage held by an institutional lender and encumbering the Lot for which

the Assessment is delinquent provided, however, that any purchaser at any foreclosure sale and all persons claiming by, through or under such institutional mortgagee or purchaser, shall take title subject to the obligations and liens arising after the date that the mortgagee or purchaser acquired title to the Lot, as herein provided.

5. Rules and Regulations. The Association shall have the right to institute rules and regulations as may be required from time to time to enforce and maintain the covenants set forth herein. Such rules and regulations may be modified or amended by the Association in its sole and absolute discretion and shall not require the approval of any governmental or other local governing body.

6. Exempt Property. All property within the Community dedicated to and accepted by a local public authority shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

7. Individual Assessments. The Association may levy individual assessments against any Owner and that Owner's Lot in order to cover costs incurred by the Association due to that Owner's failure to maintain his Lot pursuant to the standards set forth in this Amendment, or to reimburse the Association for loss or damage to the Association or to any Common Area or easement area caused by that Owner or his lessee, agent, contractor or guest, or for any other purpose expressly permitted by this Amendment.

ARTICLE V

INDEMNIFICATION

1. Indemnification of Officers, Members of the Board or Agents. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer or agent of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful provided, however, that no such obligation to indemnify shall exist if such person is found liable for gross negligence, willful misfeasance or malfeasance in the performance of his duties to the Association. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association.

(a) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the Board, Officer, employee or agent of the Association to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members otherwise. As to action taken in any official capacity while holding office, the indemnification provided by this Article shall continue as to a person who has ceased to be a member of the Board, Officer, employee or agent of the Association shall inure to the benefit of the heirs, executors and administrators of such a person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Board, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a member of the Board, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI

GENERAL PROVISIONS

1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of sixty-six and two-thirds percent (66 2/3%) or more of the Lots, or by a vote of ninety percent (90%) of a quorum of Owners present in person or by proxy at a duly called regular or special meeting of the members of the Association. Any amendment must be recorded.

3. Damage or Destruction to Common Areas. Each Owner shall be liable to the Association for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Lot of such Owner and may be collected as provided herein for the collection of Assessments.

4. Conflict: Reaffirmation. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

IN WITNESS WHEREOF, the Association and the Owners of the Omitted Lots have duly executed this Amendment as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Witness

Print Name

Julie A. Flanagan
Witness

Julie A. Flanagan
Print Name

ALTOS DEL MAR ASSOCIATION, INC.,
a Florida not-for-profit corporation

By:

Mark Keller
President

9/30/14

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of OCT., 2016 by Mark Keller, as President of the Altos Del Mar Association, Inc., a Florida not-for-profit corporation, on behalf of the Association. Such person is personally known to me (YES) (NO) or has produced _____ as identification.

WILMORE PATTERSON


Name:
Notary Public, State of Florida

My Commission Expires:



Wilmore Patterson
COMMISSION #FF910818
EXPIRES: August 18, 2019
WWW.AARONNOTARY.COM


Signed, sealed and delivered
in the presence of:



Witness

Ozmy Tuniss

Print Name

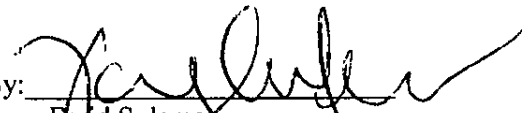


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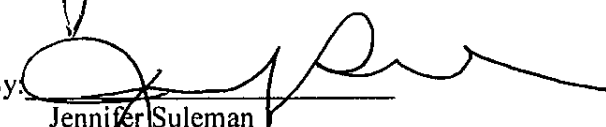
Edgar Romay

Print Name

OWNER(S) OF LOT 4, BLOCK 5:
(7825 Atlantic Way)

By: 

Farid Suleman

By: 

Jenna Suleman

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of SEPT.,
2016 by Farid Suleman and Jenna Suleman, each of whom is personally known to me (YES) (NO)
or has produced _____ as identification.

WILMORE PATTERSON
Name:

Notary Public, State of Florida

My Commission Expires:



Wilmore Patterson
COMMISSION #FF910818
EXPIRES: August 18, 2019
WWW.AARONNOTARY.COM

Signed, sealed and delivered
in the presence of:

Sharon P. Baum
Witness

Sharon P. Baum
Print Name

OWNER(S) OF LOT 1, BLOCK 11:
(7741 Collins Avenue)

By: Charles Bishop
Charles Bishop

Bridgette Obens
Witness

Bridgette Obens
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of September,
2016 by Charles Bishop whom is personally known to me (YES) (NO) or has produced
as identification.



Diana M. Rosado
Name: DIANA M. ROSADO
Notary Public, State of Florida

My Commission Expires: 12/11/19

Signed, sealed and delivered
in the presence of:

[Signature]

Witness

Kimberly Ginsburg
Print Name

[Signature]

Witness

Mark Keller
Print Name

OWNER(S) OF LOT 4, BLOCK 6:
(7717 Atlantic Way)

7717 OCEANSIDE LLC, a Florida limited
liability company

By: Leandro Antonaccio

Name: LEANDRO ANTONACCIO
Title:

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14 day of October,
2016 by Leandro Antonaccio, as OWNER of 7717 Oceanside LLC, a Florida
limited liability company, on behalf of the Company. Such individual is personally known to me
(YES) (NO) or has produced Florida Drivers License as identification.

Janine Gelb

Name:

Notary Public, State of Florida

My Commission Expires: 8/14/2020



EXHIBIT "A"

[Governing Documents]

1. The "City Agreement" consists of that certain Declaration Regarding the Maintenance of Road, Utility, and Landscaping Improvements in favor of the City of Miami Beach dated as of October 17, 2005 and recorded in O.R. Book 23895, Page 4375 of the Public Records of Miami-Dade County, Florida, as amended by that certain Amendment to Declaration Regarding the Maintenance of Road, Utility, and Landscaping Improvements dated as of February 9, 2009 and recorded in O.R. Book 26758, Page 0284, of the Public Records of Miami-Dade County Florida.

2. The "Road Association" was created by that certain Declaration of Restrictions and Protective Covenants for Altos Del Mar [A]ssociation, Inc. dated September 21, 2011, and recorded in O.R. Book 27838, Page 0123, of the Public Records of Miami-Dade County, Florida, as amended by that certain First Amendment to Declaration of Restrictions and Protective Covenants dated August 31, 2012 and recorded in O.R. Book 28260, Page 2294, of the Public Records of Miami-Dade County, Florida, as further amended by that certain Second Amendment to Declaration of Restrictions and Protective Covenants dated September 29, 2012 and recorded in O.R. Book 28302, Page 3605, of the Public Records of Miami-Dade County, Florida, as further amended by that certain Third Amendment to Declaration of Restrictions and Protective Covenants for Altos Del Mar Association, Inc. dated October 17, 2012 and recorded in O.R. Book 28319, Page 2254, of the Public Records of Miami-Dade County, Florida (collectively, the "Road Association Declaration").

EXHIBIT “B”

[Plat]



BEING A CORRECTED PLAT OF ALTOS DEL MAR --
AS RECORDED IN PLAT BOOK 4 AT PAGE 157, PUBLIC REC--
ORDS OF DADE COUNTY FLORIDA AND BEING IN THE
CITY OF MIAMI BEACH, FLA.

Scale 1 inch = 100 feet
Chas. G. Hannock Engineer
July 1929

July 1929

KNOW ALL MEN BY THESE PRESENTS:-

[illegible]

Attached is A. A. Tatum Secretary
 Tatum's Ocean Park Company
 511 - 1st National Avenue
 President

STATE of FLORIDA s.s.
COUNTY of DADE

On the day, personally appeared S.M. Tekon and his return, President of the Board of Directors of the T. H. Morgan Black Company, and known to me to be the person who had in possession of the papers, and who, upon being sworn, acknowledged the same to be the original and authentic copy of the original of said corporation, and executed by and with the authority of the Board of Directors of said corporation.

That T. H. Morgan have hereto set my name and affixed my notarial seal this 26th day of March, A.D. 1880.

My commission expires: July 1, 1931
J. N. L. L. L.
Norfolk, Virginia, State of Virginia

I hereby certify that the attached plat is a true and correct map of said property as recently surveyed and platted under my direction.

Registered Engineer No 122

This plat was approved by [Signature]
City Engineer, City of Miami Beach, Fla.

This plot was _____ by vote _____ prepared and adopted
by the City Council of Midway Beach, Fla this _____ day of _____
A.D. 1955. _____

Attention of V. B. Blaylock
County City Clerk.

This plot was approved for record
Chas. J. Hannon, Sr.
County Engineer, Dade County, Fla.

Filed for Record this 14 day of June A.D. 1939 at Dallas in
that Book of Page 112 Public Records of Dallas County, Tex.

Wm. J. McAllister
Clerk of the Circuit Court

by W. A. Miller
Deputy Clerk

EXHIBIT “D”
FORM OF NOTICE

Altos Del Mar Association, Inc.

c/o Kimberly Ginsburg, Esq.
Holland & Knight LLP
701 Brickell Avenue, 33rd Floor
Miami, Florida 33131
Phone (305)789-7587

Kimberly.ginsburg@hklaw.com with a copy to Mkeller@edge-funds.com

NOTICE OF ANNUAL MEETING

The Annual Meeting of the members of the Altos Del Mar Association, Inc., will be held at _____ on

_____, 201____ at _____ P.M. for the purpose of:

1. The nomination and election of Directors to the Board of Directors.
2. Any other business as may rightfully come before the Association.
3. Order of Business. If a quorum has been attained, the order of business at the annual Members' meetings, shall be:
 - (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;
 - (h) Determination of number of Directors;
 - (i) Election of Directors;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Adjournment.

Enclosed please find:

1. Proxy; and
2. Return envelope

If you cannot attend the Annual Meeting in person, we urge you to complete the enclosed proxy form and mail it to Kimberly Ginsburg, Holland & Knight LLP, 701 Brickell Avenue, 33rd Floor, Miami, Florida 33131 or to Mark Keller, President of the Altos Del Mar Association, Inc., 7815 Atlantic Way, Miami Beach, Florida 33141 in the enclosed envelope, your proxy is vitally important in helping us establish a quorum, without which the Annual Meeting cannot be held. Follow the instructions on the Proxy form and be sure to mail them in sufficient time to arrive by the specified date.

In order to facilitate the sign-in process, the Board requests that you arrive promptly at [Insert Time] AM/PM.

Board of Directors
Altos Del Mar Association, Inc.

Altos Del Mar Association, Inc.

c/o Kimberly Ginsburg, Esq.
Holland & Knight LLP
701 Brickell Avenue, 33rd Floor
Miami, Florida 33131
Phone (305)789-7587

Kimberly.ginsburg@hklaw.com with a copy to Mkeller@edge-funds.com

PROXY
MEMBERSHIP MEETING

TO: Mark Keller, President
Altos Del Mar Association, Inc.
c/o Holland & Knight, LLP
701 Brickell Avenue, 33rd Floor
Miami, Florida 33131

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby appoints the Secretary of the Association, his or her designee, or _____, attorney and agent with the power of substitution for and in the name, place and stead of the undersigned, to vote as proxy at the membership meeting of the Association, to be held at

_____, 201_____ at _____ P.M., and any adjournment thereof, according to the number of votes if then present in accordance with the specifications hereinafter made, as follows:

I hereby authorize and instruct my proxy to use his or her best judgment on all matters which properly come before the meeting as may be authorized by Sec. 720.306(8), Florida Statutes.

The undersigned ratify and confirm any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revoke all prior proxies previously executed.

Dated this _____ day of _____, 201_____

Owner

Parcel/Lot Number: _____

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Dated this _____ day of _____, 201__

By: _____
Proxy

(In no event shall this proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.)