IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

FOR DIRECT FILING IN COMPLEX BUSINESS LITIGATION DIVISION

RELATED TO PRIOR CASE[1]

CASE NO.:

ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS AND GUTA STAWSKI, Deceased, and DR. ALAN ALTMAN AND ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased,

Plaintiffs,

v.

CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCATION, INC.

Defendant.
_____/

COMPLAINT FOR CLASS ACTION AND WRONGFUL DEATH

Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI (the "STAWSKI ESTATE"), Deceased, on behalf of herself and all others similarly situated, and Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN

[1] This Complaint is related to MANUEL DREZNER v. CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC., Case. No. 2021-015089-CA-01, previously filed in this Court on June 24, 2021, as it similarly arises out of the June 24, 2021, collapse of the Champlain Towers South condominium in Surfside, Florida.

Law Offices Grossman Roth Yaffa Cohen, P.A.
2525 Ponce de Leon Boulevard, Suite 1150, Coral Gables, Florida 33134 T 305.442.8666 F 305.285.1668

(the "ALTMAN ESTATE"), Deceased, on behalf of the ALTMAN ESTATE and its survivors, Nicholas Altman and Jeffrey Altman, sue Defendant, Champlain Towers South Condominium Association, Inc., and allege:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI (the "STAWSKI ESTATE"), is a citizen and resident of the State of Florida, is over the age of 18, and are otherwise sui juris.

2. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased brings this putative class action to seek, among other things, recovery of catastrophic damages to people and their property, currently estimated to be in excess of a hundred million dollars. Accordingly, this putative class action is well within the exclusive plenary jurisdiction of the Circuit Court for damages in excess of $30,000.00, exclusive of interest, costs and attorney's fees. Moreover, assignment to the Complex Business Litigation Division is proper because the amount in controversy far exceeds $1 million, involves complex issues and involves a proposed class action. Ms. ALTMAN is a citizen and resident of the State of Florida, is over the age of 18, and otherwise sui juris.

3. The ESTATE OF ISAIAS and GUTA STAWSKI, Deceased is the owner of Unit 1101 of the Champlain Towers South Condominium building, located at 8777 Collins Avenue, Surfside, Florida 33154 (the "Champlain Towers South"). The unit was purchased by Isaias and Guta Stawski, a married couple, in 1981. In or about 2015, the Stawskis passed away and the unit became the property of the STAWSKI ESTATE. Plaintiff ANITA ALTMAN, the adult daughter of Isaias

and Guta Stawski, is the Executor of the STAWSKI ESTATE. Unit 1101 was in a portion of the building that collapsed completely on June 24, 2021.

4. Michael Altman is the adult son of Dr. ALAN ALTMAN and ANITA ALTMAN, a married couple, and the grandson of the Stawskis. Shortly after the Stawskis passed, Michael moved into the unit. He resided there for approximately five years before the collapse. Michael was inside the unit at the time of the collapse and was killed in the collapse. He leaves behind two minor sons, Nicholas Altman, age 23, and Jeffrey Altman, age 22.

5. Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the class she seeks to represent are all people who were located, residing or owning property in Champlain Towers South, during the Champlain Towers South's catastrophic collapse during the early morning hours of June 24, 2021. This Complaint seeks certification of the class and/or subclasses for the purpose of determining Defendant's liability to Plaintiff and class members and is brought pursuant to Florida Rule of Civil Procedure 1.220, including, as appropriate, Rules 1.220(a), (b)(1), (b)(3), and (d)(4).

6. Thus, Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, seeks to certify a class under Rules 1.220(b)(1), (b)(3), and/or (d)(4) to bring relief efficiently and expeditiously.

7. In addition, Plaintiffs DR. ALAN ALTMAN AND ANITA ALTMAN, as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, bring a wrongful death action arising out of the tragic death of their son Michael, on behalf of his Estate and his two minor surviving sons. DR. ALAN ALTMAN

and Ms. ANITA ALTMAN are married. Like his wife, DR. ALAN ALTMAN is a citizen and resident of the State of Florida, is over the age of 18, and are otherwise sui juris.

8. Venue is proper in Miami-Dade, Florida, pursuant to sections 47.011 and 47.051, Florida Statutes, as this is the place where the acts and omissions complained of herein took place, where the causes of action accrued, and the place where the affected properties, which are the subject of this action, are situated.

9. Defendant Champlain Towers South Condominium Association, Inc., is a not-for-profit corporation with its principal place of business in Miami-Dade County, Florida, located at 8777 Collins Avenue, Surfside, Florida 33154.

10. This Court has jurisdiction over Defendant because it is incorporated in Florida, conducts substantial and not isolated business in Miami-Dade County, committed the tortious acts complained of within the state, and has sufficient minimum contacts with Florida.

11. All conditions precedent to the institution and maintenance of this action have been performed, excused, waived, or have otherwise occurred.

12. The Declaration of Champlain Towers South Condominium, attached as Exhibit A, and the Florida Building Code both impose upon Defendant the duty to maintain all parts of the building in a safe condition, and to ensure that all devices or safeguards that are required by the Florida Building Code are maintained in good working order:

> "[T]he Association shall maintain, repair and replace at the Association's own expense: (1) All common elements and limited

> common elements… (3) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not limited to, the outside walls of the building, and load bearing columns (4) All conduits, ducts, plumbing, wiring and other facilities for furnishing of utility which are contained in the portions of the boundary walls, and all such facilities contained within a unit which service or parts of the common elements…"

See Declaration of Champlain Towers South Condominium, Ex. A, § 1.A

> "The requirements contained in the Florida Building Code, covering the maintenance of buildings, shall apply to all buildings and/or structures now existing or hereafter erected. All buildings and/or structures and all parts thereof shall be maintained in a safe condition, and all devices or safeguards that are required by the Florida Building Code shall be maintained in good working order."

Miami-Dade County, Code of Ordinances, Ch. 8 Building Code, Art. 1 (a) (viewed June 28, 2021 at http://miamidade.elaws.us/code/coor_ch8_arti_sec8-11).

13. Despite the duties required by Florida law, and this admitted duty of care by the Association's Declaration and other governing documents, Defendant, through its negligent conduct, caused a catastrophic deadly collapse of Champlain Towers South in Surfside.

PLAINTIFFS' REQUEST TO TRANSFER AND CONSOLIDATE, AND TO APPOINT INTERIM LEAD COUNSEL

14. Because any of these subsequent actions arising out of the Champlain Towers South collapse will undoubtedly involve common questions of law and fact, those actions should all be transferred and consolidated before The Honorable Michael A. Hanzman of this Court for all purposes. Additionally, in order to efficiently manage these consolidated actions, the Court should appoint undersigned counsel as interim lead counsel to coordinate and direct this litigation for all involved.

15. Florida Rule of Civil Procedure 1.270, governing consolidation, vests the trial court with broad discretion to consolidate actions involving common questions of law or fact and to order joint hearings or a joint trial. The trial court may even consolidate cases sua sponte and over the objections of the parties. See Rule 1.270(a). The trial court is guided in its exercise of discretion by the direction in Rule 1.270 that "it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay." *Pages v. Dominguez By & Through Dominguez*, 652 So. 2d 864, 868 (Fla. 4th DCA 1995) (denying certiorari review of order denying consolidation of two individual cases arising from the same accident but bringing different claims in different legal capacities, but "recommend[ing] that both cases be transferred to the same judge and, at a minimum, consolidated for discovery on liability issues."); *Maharaj v. Grossman*, 619 So. 2d 399 (Fla. 4th DCA 1993) (except in "unusual cases," consolidation should be granted to ensure the efficient and proper administration of justice).

16. Where the facts and issues underlying the claims are intertwined, the trial court should conduct a single trial. *Bethany Evangelical Covenant Church of Miami, Florida, Inc. v. Calandra*, 994 So. 2d 478, 479 (Fla. 3d DCA 2008) (*citing Rooss v. Mayberry*, 866 So.2d 174 (Fla. 5th DCA 2004); *Maris Distrib. Co. v. Anheuser-Busch, Inc.*, 710 So.2d 1022 (Fla. 1st DCA 1998)). Florida courts look favorably on consolidation where it will promote judicial economy without prejudicing the parties. *See Wagner v. Nova Univ., Inc.*, 397 So. 2d 375, 377 (Fla. 4th DCA 1981).

17. It makes sense to coordinate the pretrial proceedings and trial proceedings of the the class actions and the wrongful death claims arising out of this incident. As the Honorable Justice William Orville Douglas once said, "common sense often makes good law." *Id.* (citing *Peak v. U.S.*, 353 U.S. 43, 46, 77 S.Ct. 613, 1 L.Ed.2d 631 (1957)). Any actions that are brought seeking to recover for losses or damages arising from the Champlain Towers South collapse will certainly involve common questions of law and fact, as identified in below.

18. In addition to Rule 1.220(b)(3), certification in this case is sought on these claims pursuant to Rule 1.220(b)(1) (or alternatively Rule 1.220(d)(4) with respect to the common legal and factual issues as to Defendant's liability because the risk of inconsistent adjudications on these issues would be prejudicial to members of the putative class, would establish incompatible standards of conduct for Defendant, and piecemeal adjudications would, practically speaking, be dispositive of absent class members.

19. Accordingly, any cases arising from the Champlain Towers South collapse should be transferred to and consolidated before Judge Hanzman of this Court. Judge Hanzman is an able and well-respected jurist who has tremendous experience specifically in litigating and adjudicating class actions, as a practitioner and as a member of the judiciary, and the public can have extreme trust and confidence that he will steer these proceedings on a prudent course.

20. Moreover, Florida Rule of Judicial Administration 2.215 empowers the Chief Judge of the Circuit to enter an administrative order consolidating and assigning all pending, re-opened, and new filings in the Champlain Towers South

collapse cases to this Court. See Fla. R. Jud. Admin. 2.215(b)(3). and (4) (the Chief Judge "shall, considering available resources, ensure the efficient and proper administration of all courts within [this] circuit," and "is authorized to order consolidation of cases, and to assign cases to a judge or judges for the preparation of opinions, orders, or judgments."). Plaintiffs will expeditiously move for entry of such an order to ensure that this litigation proceeds orderly and efficiently, and so as to best preserve judicial resources and to ensure the swift administration of justice for Plaintiffs and all those similarly situated who have been affected by this tragedy.

GENERAL ALLEGATIONS

21. Champlain Towers South is a 12 story and 136 units beachside residential tower located at 8777 Collins Avenue, Surfside Miami. The residential condominium was built in 1981 and was undergoing work on its concrete roof due to the county mandated 40-year recertification program.[2]

22. On June 24, 2021, at approximately 1:30 a.m., half of Champlain Towers South suffered a catastrophic failure and collapsed, resulting in multiple deaths, injuries, trapping many others, and completely destroying fifty-five condominium units, rendering the rest inhabitable. Surveillance footage indicates that a large north-central section of the building collapsed first, which left the then-isolated northeast corner standing but unstable; it collapsed approximately nine seconds later.

[2] Miami Dade Code Section 8-11(f); also see 40-year Recertification Program, Surfside Florida https://www.townofsurfsidefl.gov/departments-services/building/40-year-recertification-program

Law Offices Grossman Roth Yaffa Cohen, P.A.
2525 Ponce de Leon Boulevard, Suite 1150, Coral Gables, Florida 33134 T 305.442.8666 F 305.285.1668




23. Surfside Mayor Charles Burkett in his interview with Associated Press announced their plan of relocating residents in the remaining, identical Champlain Towers (North and East) in order to ensure their safety and conduct a comprehensive forensic inspection of the structural component of the buildings. Mayor Burkett added "the building collapsed for inexplicable reason, buildings in the United States do not fall down, and something very wrong was going on,"[3] drawing attention to the fact that this is not a natural disaster, and in fact there was an error causing this catastrophe.

24. While the reason of the collapse is unclear, from what investigators know, the building appears to have fallen in a progressive, or so called "pancake," collapse. Progressive collapse can be defined as collapse of all or a large part of a structure precipitated by failure or damage of a relatively small part of it.[4]

25. The undersigned will continue the ongoing investigation of the cause(s) and parties involved in causing the Champlain Towers South collapse

[3] Mayor: 'Something very wrong' at building collapse, AP. Available at: https://www.usatoday.com/videos/news/nation/2021/06/26/mayor-something-very-wrong-building-collapse/5359108001/

[4] R. Shankar Nair, Ph.D., P. E., S. E. (2004), Progressive Collapse Basics, Modern Steel Construction. Available at: https://www.aisc.org/globalassets/modern-steel/archives/2004/03/2004v03_progressive_collapse.pdf

and will seek third party discovery of many of the entities addressed below before potentially naming many of them as additional defendants in this action.

26. These failures could be originated from the unfit material used during the construction of the building, progressed through the years due to the neglect of the Building Association/ Management, and in the end resulting in the collapse of the building.

27. Further, Defendant recently hired contractors, including among others JJI Supply, LLC and Campany Roof Maintenance, to re-roof the building, and the added weight of materials and construction equipment may have added substantial weight onto the roof, likely contributing to the collapse of Champlain Towers South. Had Defendant and/or its contractors properly tested, inspected and evaluated the structural integrity of the building prior to commencing this work, it likely would not have occurred and become a contributing cause to the collapse.

28. Another potential exacerbation of the damage to the Champlain Towers South building may have come from the construction of neighboring property, Eighty Seven Park, which was constructed on land purchased by David Martin, President of Terra Group, who developed the property along with Bizzi & Partners Development, New Valley LLC and Pacific Eagle Holdings Corporation. During the construction of the condominium high rise, from the period of October 2017 through March 2020, residents of Champlain Towers often complained to Defendant of the building and grounds shaking during construction activities.

29. Regardless, as Defendant was well aware and/or should have been well aware, failure of certain parts of the building have been a continuous issue in Champlain Towers South for decades. These issues were brought to the building's attention several times, years before the catastrophe, by the residents, the maintenance manager, and in a building inspection conducted in 2018. The building neglected these warnings.

30. In fact, William Espinosa, who oversaw maintenance of Champlain Towers South from 1995 to 2000, recalled the building's garage experiencing a concerning amount of seawater during high ocean tides. He stated that one foot, sometimes two feet of water would sit in the garage for extensive time until it sweeps downward through the ground. Despite his efforts in warning the building management about the issue, the building managers did not investigate the matter nor tried to resolve the issue. Unfortunately, Defendant's response was to merely tell Espinosa that the issue had been occurring for years.

31. The effects of seawater in harming waterfront buildings foundations are widely known. Dissolved salt in seawater contains chloride and sodium that will essentially corrode and degrade the concrete, due to the chloride and sulphate ions weakening the concrete surface. This corrosive process begins when the seawater soaks into the concrete. Further, another issue from the seawater is called "chemical attack," which occurs when the salinity containing chloride and naturally occurring sulphates of sodium, potassium, calcium or

magnesium in the seawater will cause chemical changes to the concrete.[5] For this reason, many buildings take additional precautions to prevent seawater damages. Unfortunately, Defendant let the seawater in the garage area sit for years, causing the building to sit on a time bomb.

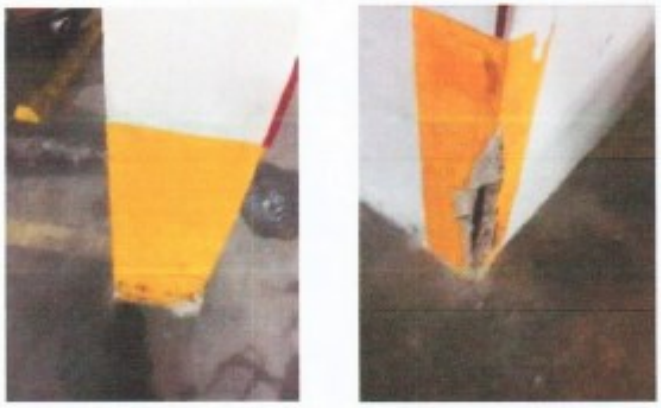


Figure J1: Typical cracking and spalling at parking garage columns



Figure J2: Spalling with exposed steel reinforcement at topside of garage deck.

32. A building resident, Matilde Zaidenweber, filed a lawsuit against the building in 2001 and then again in 2015, claiming damages for her loss caused by water entering her unit through the cracks in the outside wall of the building.[6]

[5] N Manap, K Y Tan and N Syahrom (2017), Main issues of pile foundation at waterfront development and its prevention method, Universiti Tun Hussein Onn Malaysia. Available at: https://iopscience.iop.org/article/10.1088/1755-1315/109/1/012026/pdf

[6] Zaidenweber, Matilde v. Champlain Towers South Condo Assn Inc, Case No.: 01-26634 CA 22; and Matilde Fainstein v. Champlain Towers South Condominium Association Inc, Case No.: 13 2015 CA 022299000001

33. Later, a structural field survey report was submitted to Defendant in 2018 by Morabito Consultants advising Defendant about failures in the building causing "major structural damages" and specified the areas in need of repair in a "timely fashion."[7] In the report, engineer Frank Morabito advised Defendant various cracking and spalling were noted in the building, which included instances with exposed, deteriorating rebar. Even though the most important sign of concrete structures deterioration is cracking,[8] and the effect of deterioration on buildings results in loss of strength and safety,[9] Defendant, for years, did not show any effort to prevent the serious issues the building was facing.



Stages of visible deterioration.

[7] https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/champlain-towers-south-public-records/8777-collins-ave---structural-field-survey-report.pdf?sfvrsn=882a1194_2 (last accessed June 28, 2021)
[8] Mahdi Sahafnia (2018), Concrete Structures Durability and Repair, Kansas State University. Available at: https://krex.k-state.edu/dspace/bitstream/handle/2097/38425/MahdiSahafnia2018.pdf?sequence=5&isAllowed=y
[9] D. Matthew Stuart (2013), Concrete Deterioration, PDH Online | PDH Center. Available at: https://pdhonline.com/courses/s155a/s155content.



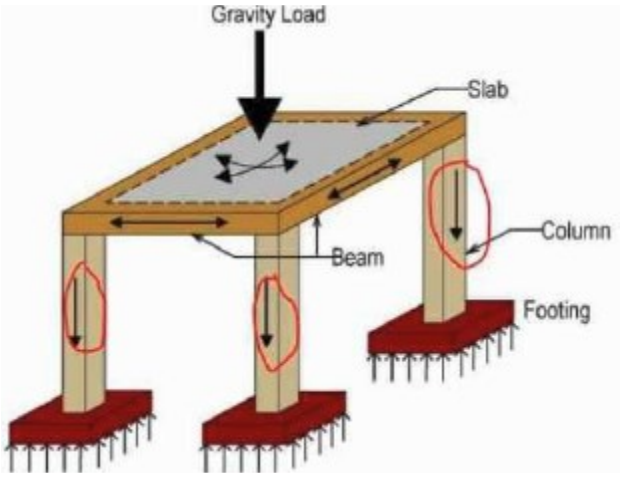
Champlain Towers South exposed and deteriorated rebar.

34. Morabito's report also included important issues regarding the failed waterproofing in the pool deck and entrance drive of the building as well as the planter. Morabito noted the waterproofing is beyond its useful life and are need of complete removal and replacement. In addition, he advised the building "since the reinforced concrete slab is not sloped to drain, the water sits on the waterproofing until it evaporates. This is a major error in the development of the original contract documents prepared by William M. Friedman & Associates Architects, Inc. and Breiterman Jurado & Associates, Consulting Engineers." The report emphasized the importance of the repair by noting "the failed waterproofing is causing major structural damage to concrete structural slab below these areas."[10]

35. A structural slab is composed of several connecting elements of construction like walls, beams, columns, foundation, slabs etc. Out of these,

[10] https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/champlain-towers-south-public-records/8777-collins-ave---structural-field-survey-report.pdf?sfvrsn=882a1194_2 (last accessed June 28, 2021)

slab is of utmost importance. It helps the other components of the building to withstand different loads.[11]



Components supporting building load.

36. Raysa Rodriguez, a resident, previously experienced issues with the deteriorating building, including on one occasion when a chunk of concrete fell out of the garage ceiling and landed behind her parked car. Ms. Rodriguez took pictures and sent them to Defendant, illustrating portions of the building that were in disrepair and potentially unsound. For example, below is a screenshot of a picture Ms. Rodriguez sent to Defendant depicting a wide crack in the concrete above her parking space in the building's garage:

[11] Monalisa Patel (2020), Concrete Slab in Construction: Its Functions & Types, House Construction. Available at: https://gharpedia.com/blog/types-and-functions-of-concrete-slab-in-construction/

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37. Defendant failed to maintain all parts of the Champlain Towers South Condominium building in safe conditions as its obligated to by the Building Code.

38. Defendant also failed to take adequate and reasonable steps to protect the safety of the Champlain Towers South Condominium building in accordance with the Declaration. Defendant had the obligation to make all necessary repairs in common areas and in all portions of the units contributing to the support of the building.

39. Defendant did not only fail to repair the building and ensure the safety of it, but also it failed to disclose to its residents the fact that the building was in an unsafe condition that threatened the safety of the residents.

40. To be sure, a contractor at the Champlain Towers ***two days before*** the collapse found "standing water all over the parking garage, . . . cracking

concrete and severely corroded rebar under the pool" and took photos. He found it "so unusual" that he told a building staff member, who said that the building "pumped [water from] the basement so frequently that the building had to replace pump motors every two years" though "the staff member never mentioned anything about structural damage or cracks in the concrete above."[12] That contractor further went on to explain that "[w]hile he had worked in the industry for decades and had 'gone in some scary places,' he said he was struck by the lack of maintenance in the lower level."[13]

41. Defendant knew or should have known that the building was in such a deteriorated and weakened state that a catastrophic event like the Champlain Towers South collapse was substantially likely to occur.

42. Further, the instrumentalities that were utilized in causing the Champlain Tower South collapse were under the exclusive control of the Defendant, and the Champlain Tower South collapse would not, in the ordinary course of events, have occurred had the Defendant exercised a high degree of care. Plaintiff, therefore, also pleads the doctrine of *res ipsa loquitur*.

43. Despite the significance of the structural damage, Defendant took ***no action*** for three years to prevent or fix the damage.

ALLEGATIONS SPECIFIC TO CLASS ACTION CLAIMS

44. **Class Definitions**. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, on behalf of herself and all

[12] https://www.miamiherald.com/news/local/community/miami-dade/miami-beach/article252421658.html (last accessed June 28, 2021).
[13] *Id.*

others similarly situated, brings this action as a class action under Florida law and proposes the following Class pursuant to Florida Rules of Civil Procedure 1.220(a), 1.220 (b)(1), 1.220(b)(3), 1.220(d)(1) and/or 1.220(d)(4):

> **Class:** All persons located, residing or owning property in the Champlain Towers South Condominium building, located at 8777 Collins Avenue, Surfside, Florida 33154, on June 24, 2021.
>
> **Owner's subclass:** All persons owning property in the Champlain Towers South Condominium building, located at 8777 Collins Avenue, Surfside, Florida 33154, on June 24, 2021.

45. Excluded from the Class are Defendant, their employees, agents and assigns, any members of the judiciary to whom this case is assigned, their respective court staff, and the parties' counsel in the litigation. Given the discrete geographic and temporal nature of the claims at issue in this lawsuit, members of the above-defined class can be informed of the pendency of this action by published, internet, and broadcast notice, and can be ascertained through self-identification.

46. Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, on behalf of herself and all others similarly situated, reserves the right to modify, amend and/or expand the definition of the proposed class before the Court determines whether certification is appropriate.

47. **Numerosity of the Class – Rule 1.220(a)(1).** The exact size of the Class is currently unknown, but as of the drafting of this complaint, 55 of the tower's 136 units have been completely destroyed with the rest rendered uninhabitable, and there are many deaths and injured victims. The alleged size of the Class makes joinder of all Class members impracticable.

48. **Commonality – Rule 1.220(a)(2).** Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, brings claims that raise questions of law and fact that are common to the claims of each member of the class. Such questions include, but are not limited to, the following:

(1) Whether Defendant owed a duty to Plaintiff and Class members to conduct its operations in a manner so as to prevent occurrences such as the Champlain Towers South collapse;
(2) Whether Defendant knew or should have known of the risk of the catastrophic failure of the Champlain Towers South;
(3) Whether Defendant took reasonable measures to conduct its operations in a manner so as to prevent occurrences such as the Champlain Towers South collapse;
(4) Whether Defendant directly and proximately caused the Champlain Towers South collapse;
(5) Whether the Plaintiff and the proposed Class Members were injured by the Defendant's acts or omissions; and
(6) Whether Defendant acted with actual malice or in a grossly negligent manner that evinces willfulness, wantonness, or recklessness.

49. **Typicality – Rule 1.220(a)(3).** The class claims asserted by Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, on behalf of herself and all others similarly situated are typical of the claims of the Class members. Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class have suffered similar harm as a result of Defendant's actions, Defendant has engaged in a common course of conduct giving rise to the claims of Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased and all proposed Class Members, and these claims are based on the same legal theories and interests.

50. **Adequacy of Representation – Rule 1.220(a)(4).** Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, is willing and prepared to serve the Court and the proposed Class in a representative capacity. Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, will fairly and adequately protect the interests of the Class and has no interests that are adverse to, or which materially and irreconcilably conflict with, the interests of the other members of the Class.

51. The self-interest of Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, is co-extensive with and not antagonistic to those of absent Class members. Plaintiff will undertake to represent and protect the interests of absent Class members.

52. Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, has engaged the services of counsel indicated below who are experienced in complex class litigation matters, will adequately prosecute this action, and will assert and protect the rights of and otherwise represent Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the putative Class members.

53. Undersigned counsel is sufficiently experienced and will adequately represent the interests of the classes such that the Court should appoint them Class Counsel over any eventually certified class. Moreover, Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, will seek, in addition to an order requiring all Champlain Towers South collapse

litigation to be transferred and consolidated before Judge Hanzman, an order appointing undersigned counsel to be appointed interim lead class counsel to coordinate and direct the consolidated litigation.

54. The appointment of interim class counsel is a procedural ruling regularly used by courts to create efficiencies in cases in which multiple related cases have been filed. While Florida Rule of Civil Procedure 1.220 does not expressly provide for a mechanism to appoint interim lead class counsel, "[b]ecause Florida's class action rule is based on Federal Rule of Civil Procedure 23, Florida courts may generally look to federal cases as persuasive authority in their interpretation of rule 1.220." *Inphynet Contracting Services, Inc. v. Matthews*, 196 So. 3d 449, 457 (Fla. 4th DCA 2016).

55. The factors for appointing class counsel under Rule 23(g)(1)(A) apply "equally to the appointment of interim lead counsel before certification." In re: Disposable Contact Lens Antitrust Litig., No. 3:15-md-2626-J-20JRK, 2015 WL 10818781, at *1 (M.D. Fla. Oct. 7, 2015); see also, e.g., *Bowers v. Sioux Honey Coop. Ass'n, No.* 12-21034-Civ-COOKE/Turnoff, 2012 WL 12865846, at *2 (S.D. Fla. Dec. 14, 2012); In re *Wells Fargo Wage & Hour Employment Practices Litig.* (No. III), No. H-11-2266, 2011 WL 12865846, at *3 (S.D. Tex. Dec. 19, 2011). Courts consider four factors when assessing proposed class counsel: "(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable

law; and (iv) the resources that counsel will commit to representing the class." Fed. R. Civ. P. 23(g)(1)(A)(i)–(iv).

56. These factors closely resemble those that the Court considers under the first prong of the test for whether the class representative "can fairly and adequately protect and represent the interests of each member of the class." Rule 1.220(a)(4). The inquiry is two-pronged: "The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation." *CVE Master Mgmt. Co., Inc. v. Ventnor B Condo. Ass'n, Inc.*, 140 So. 3d 1074, 1079 (Fla. 4th DCA 2014).

57. Undersigned counsel can readily satisfy these requirements such that, upon transfer and consolidation, the Court should appoint them as interim lead class counsel to conduct the Champlain Towers South collapse litigation.

58. **Rule 1.220(b)(3) – Predominance and Superiority**. This action is appropriate as a class action pursuant to Florida Rule of Civil Procedure 1.220(b)(3).

59. Common questions of law and fact (as set forth above) predominate over any individualized questions. The claims of Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased and the Class's claims arise out of the Champlain Towers South collapse. This mass disaster that affected a large number of businesses and individuals within a discrete, geographically-defined region of Miami-Dade County, and was caused by a chain of decisions made by the Defendant. Plaintiff ANITA ALTMAN as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, will present

common proof with respect to Defendant's failure to take adequate safety precautions in the conduct of its business as alleged herein.

60. Pursuant to Rule 1.220(b)(3), a class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all Class Members is impracticable. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the courts and Defendant, and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the Class. A class action would achieve substantial economies of time, effort, and expense, and would assure uniformity of decision as to persons similarly situated without sacrificing procedural fairness.

61. **Rule 1.220(b)(1)**. The prosecution of separate actions by individual members of the Class on the claims and issues herein would create an immediate risk of inconsistent or varying adjudications with regard to the issues of Defendant's knowledge, intent, conduct, and duty that do not vary, as of any particular point in time, from Class member to Class member. These varying adjudications would be prejudicial to members of the Class and Defendant and would establish incompatible standards of conduct. Individual litigation would increase the delay and expense to all parties and the court system and could undermine public confidence and trust in that system. Piecemeal adjudications would also, as a practical matter, be dispositive of the interests of those Class members not parties to such adjudications, and substantially impair or impede

their ability to protect their interests, thereby making class certification of this action appropriate under Rule 1.220(b)(1)(A) and (B).

62. By contrast, class treatment, as requested in this Complaint, presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, exercise of equity jurisdiction and comprehensive supervision by a single court, in order to achieve justice and proportionality, and determine the answers to the common questions raised by the unique circumstances of this case. Class treatment best ensures that defendants (including those ultimately joined into this lawsuit as determined through discovery) pay for the costs of its errors and that there is a fair distribution of damages among Class members for their benefit, for the benefit of their beneficiaries, and for the benefit of society.

63. **Class Certification of Particular Issues under Rule 1.220(d)(4)**. Certification of the Class with respect to common factual and legal issues concerning Defendant's conduct is appropriate under Rule 1.220(d)(4). *See Florida Power & Light Company v. Las Olas Company Inc.*, 4D21-541 (Fla. 4th DCA May 27, 2021) (per curiam affirmance of order certifying litigated issue class for liability in action on behalf of businesses affected by the FPL Water Main Break of July 2019).

CAUSES OF ACTION

A. CLASS ACTION CLAIMS

COUNT I
NEGLIGENCE
(CLASS ACTION CLAIM)

64. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class realleges and incorporates the allegations in paragraphs 1 through 63 as if fully set forth herein and further allege as follows:

65. Defendant was under a non-delegable duty to exercise reasonable care in performing its management, maintenance and repair of the Champlain Towers South Condominium building. Defendant knew or should have known there was a significant and foreseeable risk of unreasonable harm to Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and Class members and their property, given the observable condition of the building and the facts as described hereinabove. Despite knowledge that its actions were substantially certain to cause harm, they inexcusably failed to take any steps to avoid damage or to protect Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and Class members. Protecting the public from this type of egregious conduct is of utmost importance in this state.

66. Among the duties Defendant had to Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and Class members were (1) to maintain and repair, and requiring its contractors to

maintain and repair, the common elements of Champlain Towers South Condominium so as to avoid causing the property to become weakened, defective, and subjected to internal and external forces rendering the property substantially likely to collapse; (2) to monitor and inspect the common elements of Champlain Towers South Condominium for signs of deterioration, subsidence, and destruction of structural integrity; (3) to further investigate the full scope of any such signs of deterioration, subsidence, or destruction of structural integrity of the common elements of Champlain Towers South Condominium; (4) to fully, timely, and safely perform any necessary repairs of the common elements of Champlain Towers South Condominium; (5) to warn residents of the dangers of the dangers associated with the deterioration, subsidence, and destruction of structural integrity of the common elements of Champlain Towers South Condominium, and to compel their evacuation to the extent the common elements of Champlain Towers South Condominium could not be safely and timely remediated.

67. Without exercising even the most basic skill or care, Defendant breached these duties to Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and Class members.

68. As a direct and proximate result of Defendant's negligence and/or gross negligence in causing the Champlain Towers South collapse, Defendant materially breached its duty of care to Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class, who have sustained damages as more fully described hereinabove.

69. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class are entitled to a judgment that Defendant is liable to Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class for damages suffered as a result of Defendant's negligence. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class should be compensated for damages in an amount to be determined by the trier of fact.

70. At the time of the Champlain Towers South collapse, there was a composite of circumstances which, together, constituted an imminent and present danger amounting to more than the normal and usual peril. Defendant's conduct as described herein was so grossly negligent, reckless and wanting in care that it constituted a conscious disregard and indifference to the life, safety, or rights of persons exposed to such conduct.

COUNT II
BREACH OF CONTRACT
(CLASS ACTION CLAIM)

71. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Owner's Subclass reallege and incorporate the allegations in paragraphs 1 through 63 as if fully set forth herein and further allege as follows:

72. Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and members of the Owner's Subclass were, at all material times, unit owner members of the Champlain Towers South Condominium Association.

73. The Declaration of Condominium of Champlain Towers South Condominium, By-Laws, Rules, Regulations, and Amendments thereto, attached as Exhibit A and incorporated by reference (the "Declaration"), was a binding agreement between Plaintiff and Owner's Subclass members and Defendant.

74. The Declaration provides that "the Association shall maintain, repair and replace at the Association's own expense: (1) ***All common elements*** and limited common elements… (3) ***All portions of the units*** (except interior wall surfaces) ***contributing to the support of the building***, which portions shall include, but not limited to, the outside walls of the building, and load bearing columns (4) All conduits, ducts, plumbing, wiring and other facilities for furnishing of utility which are contained in the portions of the boundary walls, and all such facilities contained within a unit which service or parts of the common elements…" *See* Ex. A, § 1.A.

75. Defendant breached these duties under the Declaration, and Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Owner's Subclass sustained damages as a direct and proximate result of Defendant's breach.

PRAYER FOR RELIEF FOR CLASS ACTION CLAIMS

WHEREFORE, Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, on behalf of herself and all others similarly situated, demands judgment against the Defendant as follows:

(1) Declaring this action to be a proper class action pursuant to Rule 1.220 of the Florida Rules of Civil Procedure and certifying the Class sought herein, and declaring Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF

ISAIAS and GUTA STAWSKI, Deceased, and her counsel representatives of the Class;

(2) Awarding damages sustained by Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class Members as a result of Defendant's misconduct (as specified hereinabove), together with appropriate prejudgment interest at the maximum rate allowable by law;

(3) Awarding Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class Members costs and disbursements and reasonable allowances for the fees of Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased's and the Class Members' counsel and experts, and reimbursement of expenses, pursuant to the common fund doctrine;

(4) Awarding such other and further relief the Court deems just, proper and equitable.

DEMAND FOR JURY TRIAL FOR CLASS ACTION CLAIMS

Plaintiff ANITA ALTMAN, as Executor of the ESTATE OF ISAIAS and GUTA STAWSKI, Deceased, and the Class request a jury trial for any and all Counts for which a trial by jury is permitted.

B. WRONGFUL DEATH CLAIM

COUNT III
NEGLIGENCE
(WRONGFUL DEATH CLAIM)

76. Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, reallege and incorporate the allegations in paragraphs 1 through 43 as if fully set forth herein and further allege as follows:

77. Defendant owed a common law, contractual duty, and non-delegable duty, to exercise reasonable care in performing its management, maintenance

and repair of the Champlain Towers South Condominium building. Defendant knew or should have known there was a significant and foreseeable risk of unreasonable harm to the decedent Michael Altman given the observable condition of the building and the facts as described hereinabove. Defendant failed to take reasonably appropriate steps to avoid damage or to protect the decedent Michael Altman from harm. Protecting the public from this type of egregious conduct is of utmost importance in this state.

78. Among the duties Defendant had to the decedent Michael Altman were (1) to maintain and repair, and requiring its contractors to maintain and repair, the common elements of Champlain Towers South Condominium so as to avoid causing the property to become weakened, defective, and subjected to internal and external forces rendering the property substantially likely to collapse; (2) to monitor and inspect the common elements of Champlain Towers South Condominium for signs of deterioration, subsidence, and destruction of structural integrity; (3) to further investigate the full scope of any such signs of deterioration, subsidence, or destruction of structural integrity of the common elements of Champlain Towers South Condominium; (4) to fully, timely, and safely perform any necessary repairs of the common elements of Champlain Towers South Condominium; (5) to warn residents of the dangers of the dangers associated with the deterioration, subsidence, and destruction of structural integrity of the common elements of Champlain Towers South Condominium, and to compel their evacuation to the extent the common elements of Champlain Towers South Condominium could not be safely and timely remediated.

79. Defendant failed to exercise reasonable skill and care, and thus breached its duties to the decedent Michael Altman.

80. As a direct and proximate result of Defendant's negligence, the Champlain Towers South building collapsed on June 24, 2021, and Michael Altman was killed, resulting in the wrongful death damages set forth below.

81. Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, are entitled to a judgment that Defendant is liable to Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, for wrongful death damages suffered as a result of Defendant's negligence. Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, should be compensated for damages in an amount to be determined by the trier of fact.

PRAYER FOR RELIEF FOR WRONGFUL DEATH CLAIM

82. As a direct and proximate result of the negligence of the Defendant which caused the death of Michael Altman, Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, set forth the below listed claims for the Altman Estate and surviving minor children pursuant to Florida Statute Section 768.21, the Wrongful Death Act.

CLAIM OF CO-PERSONAL REPRESENTATIVES ON BEHALF OF THE ESTATE OF MICHAEL ALTMAN

83. The Estate of Michael Altman has in the past suffered, and will in the future continue to suffer the following damages:

(1) Loss of earnings of Michael Altman from the date of his death, less lost support and services, excluding contributions in kind, with interest;

(2) Loss of net accumulations beyond death; and

(3) Medical or funeral expenses, or both, which have been incurred due to Michael Altman's death that have become a charge against his Estate or that were paid by or on behalf of Michael Altman.

WHEREFORE, the Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, demand judgment against Defendant for all damages recoverable under the laws of the State of Florida.

CLAIM OF CO-PERSONAL REPRESENTATIVES ON BEHALF OF MINOR CHILD NICHOLAS ALTMAN

84. As a direct and proximate result of the negligence of the Defendant, which resulted in the death of Michael Altman, his minor son Nicholas Altman has in the past and will in the future suffer the following damages:

(1) The value of lost support and services from the date of the decedent's injury to his death, with interest, and future loss of support and services from the date of death and, to the extent of normal life expectancy;

(2) The loss of the decedent's companionship and protection; and

(3) Mental pain and suffering.

WHEREFORE, the Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN,

Deceased, demand judgment against Defendant for all damages recoverable under the laws of the State of Florida.

CLAIM OF CO-PERSONAL REPRESENTATIVES ON BEHALF OF MINOR CHILD JEFFREY ALTMAN

85. As a direct and proximate result of the negligence of the Defendant, which resulted in the death of Michael Altman, his minor son Jeffrey Altman has in the past and will in the future suffer the following damages:

(1) The value of lost support and services from the date of the decedent's injury to his death, with interest, and future loss of support and services from the date of death and, to the extent of normal life expectancy;

(2) The loss of the decedent's companionship and protection; and

(3) Mental pain and suffering.

WHEREFORE, the Plaintiffs DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, demand judgment against Defendant for all damages recoverable under the laws of the State of Florida.

DEMAND FOR JURY TRIAL FOR WRONGFUL DEATH CLAIM

Plaintiff DR. ALAN ALTMAN and ANITA ALTMAN as Proposed Co-Personal Representatives of the ESTATE OF MICHAEL ALTMAN, Deceased, request a jury trial for any and all Counts for which a trial by jury is permitted.

Respectfully submitted this 2nd day of July, 2021.

GROSSMAN ROTH YAFFA COHEN, P.A.
Attorneys for Plaintiffs
2525 Ponce de Leon Boulevard Suite 1150
Coral Gables, Florida 33134
Telephone: 305-442-8666
Facsimile: 305-285-1668
Emails: szg@grossmanroth.com
aby@grossmanroth.com
wpm@grossmanroth.com
aag@grossmanroth.com
rjy@grossmanroth.com
lka@grossmanroth.com
omb@grossmanroth.com

By: /s/ Stuart Z. Grossman
Stuart Z. Grossman
Florida Bar No.: 156113
Andrew B. Yaffa
Florida Bar No.: 897310
William P. Mulligan
Florida Bar No.: 106521
Manual Arteaga-Gomez
Florida Bar No.: 18122
Ryan J. Yaffa
Florida Bar No.: 1026131

Exhibit A

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DECLARATION OF CONDOMINIUM

OF

CHAMPLAIN TOWERS SOUTH CONDOMINIUM

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This Instrument Was Prepared by:
STANLEY JOEL LEVINE, Attorney
630 Lincoln Road, Miami Beach, Florida

244.00

DECLARATION OF CONDOMINIUM
OF
CHAMPLAIN TOWERS SOUTH CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

CHAMPLAIN TOWERS SOUTH CONDOMINIUM

SUBMISSION STATEMENT

CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership (hereinafter called "Developer"), is the owner of the fee simple title to that certain tract of land situate in the County of Dade, State of Florida, described in Exhibit 1 attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, as amended, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as if duly set forth herein and does hereby file for record this Declaration of Condominium.

All provisions of this Declaration contained herein shall constitute covenants running with the land and enforceable equitable servitudes upon the land, as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein, or in the Condominium Act, and shall be binding upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each unit and the interests in the common elements.

1. NAME.

A. The name by which this Condominium is to be identified is CHAMPLAIN TOWERS SOUTH CONDOMINIUM, and its address is 8777 Collins Avenue, Surfside, Florida.

B. The name of the unit owner's Association is CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation hereinafter referred to as the "Association".

2. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP

The following property is hereby submitted to the condominium form of ownership:

A. The Land. The lands, owned by the Developer, situate, lying and being in Dade County, Florida, as are more particularly set forth in Exhibit 1 attached hereto, which lands are herein called "the land".

B. Survey. A copy of the survey of the land is incorporated in the Condominium Plan Book.

C. The Building. A 12-story condominium apartment building that is or will be constructed on said land, together with all common areas and common elements appurtenant thereto, consisting of 136 residence apartment condominium units.

D. Development Plan. The condominium units and all other improvements constructed on the condominium property are set forth in detail in the Condominiun Plan Book expressly made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of such unit as well as of the common elements appurtenant thereto. Each condominium unit is identified by a number, as shown on the plans set forth in the Condominium Plan Book, so that no unit bears the same designation as does any other unit.

3. DEFINITIONS

The terms used in this Declaration and in its Exhibits, including the Articles of Incorporation and the By-Laws of the Association, shall be defined in accordance with the provisions of Section 718, Florida Statutes, and as follows unless the context otherwise requires:

A. Condominium Unit means a part of the condominium property which is to be subject to private ownership, as designated on Exhibits attached to and made a part of this Declaration.

B. Unit Owner means the owner of a condominium parcel.

C. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

D. Association means the Condominium Association, and its successors, which is responsible for the operation of the condominium.

E. By-Laws means the By-Laws of the Association existing from time to time.

F. Common Elements means the portions of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association.

G. Common Expenses means the expenses for which the unit owners are liable to the Association and include all expenses and assessments properly incurred by the Association for the Condominium.

H. Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

I. Condominium means that form of ownership of real property which is created pursuant to the provisions of this chapter and which is appurtenant to each unit and undivided share in common elements.

J. Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

K. Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

L. Declaration or Declaration of Condominium means the instrument, or instruments, by which a condominium is created, and such instrument, or instruments, as they are from time to time amended.

M. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

N. Mortgagee means a bank, savings and loan association, insurance company, mortgage company or other like business entity authorized to do business in Florida, holding a mortgage encumbering a condominium parcel. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" and "institutional first mortgagee".

O. Developer means a person who creates a condominium or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term "developer" shall not include the owners or lessees of units in condominiums who offer the unit for sale or lease or their leasehold interests for assignment, when they have acquired or leased their units for their own occupancy.

P. Utility Service means, as the case might be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Q. Condominium Act means and refers to the Condominium Act of the State of Florida (Florida Statutes 718, et seq.), as the same may be amended from time to time. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attibuted to said term by Florida Statute 718.103.

R. Management Agreement means and refers to that certain Agreement attached to this Declaration as Exhibit "6" and made a part hereof which provides for the management of the Condominium property and the common facilities.

4. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utilities. As may be required for utility services in order to adequately serve the Condominium and Recreational areas; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner. Same includes easements through units for conduits, ducts, plumbing, wiring and other facilities for furnishing of utility services to units and the common elements and easements of support.

B. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners; institutional mortgagees; and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

5. COMMON ELEMENTS

A. In addition to the definitions hereinbefore given, common elements shall include the air space, undivided shares in the common surplus, easements as aforesaid, and things of a like sort. Unit owners shall own an undivided share in the common elements and in the limited common elements, which are appurtenant to the units, exactly in accordance with the percentages of ownership as are set forth on Exhibit "3" hereto. Any attempt to separate the fee title to a unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

B. Automobile Parking. As each condominium unit is purchased, the Developer shall assign in writing to said unit owner an assigned parking space. Once an assigned parking space is designated by the Developer, it shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and use thereof shall pass only with title to the unit to which it is appurtenant.

All unassigned parking spaces shall belong to the Association, as a common element, for guest parking, and shall be utilized by the Association for the needs of the building and its owners, including the right to provide a doorman and valet parking at all times. The Board of Directors of the Association is empowered to make such arrangements for the parking needs and rules and regulations pertaining to parking, as the necessities and circumstances require.

C. Storage Space. Storage space as located within the building shall be assigned by the Developer to each unit so as to provide at least one such space to the exclusive use of each unit owner.

6. COMMON EXPENSES AND COMMON SURPLUS

A. The common expenses of the condominium shall be shared by the unit owners in accordance with their respective percentages as specified and set forth in Exhibit "3". The foregoing ratio of sharing common expenses and assessments shall remain true, regardless of the purchase price of the several parcels, their locations, or subsequent resale. The common expenses shall include any valid charge against the condominium as a whole.

B. The common surplus of the Association shall similarly be owned by each of the unit owners in accordance with their respective percentages as specified and set forth in Exhibit "3".

7. GOVERNING BODY.

The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. The By-Laws and Articles of Incorporation of the Association are attached hereto and expressly made a part hereof as Exhibits 4 and 5, respectively.

All parties hereafter owning condominium parcels (owners) in this Condominium, which interest is evidenced by recordation of a proper instrument in the Public Records of Dade County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Condominium Unit. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association, through its Board of Directors, may enter into contracts for the management, maintenance and operation of the condominium property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors as provided in the enabling condominium documents and the applicable Florida Statute.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association as set forth in the Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

(b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.

(d) The power to enter into contracts with others for a valuable consideration, for valet and doorman servites and for laundry and vending machines and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements. The service and maintenance contracts referred to herein for the landscaping, gardening, painting, repairing and replacement of the common elements shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

(f) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.

(g) Subsequent to the filing of this Declaration of Condominium, the Condominium Association, when authorized by a vote of 66-2/3% of the total vote of the Unit Owners of the Association, and approved by the owners and holders of institutional first mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium, then and in such event, the Association may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use

interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

8. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

A. By the Association. The Association shall maintain, repair and replace at the Association's own expense:

(1) All common elements and limited common elements.

(2) All air-conditioning and heating systems and equipment outside the individual Condominium Units.

(3) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(4) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

(5) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

B. By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacement shall be done without disturbing the rights of other unit owners.

(2) Within the unit to maintain, repair and replace at his expense all fans and air-conditioning and heating equipment, stove, refrigerator, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(4) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(5) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

C. Alteration and Improvement. There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of the unit owner requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

9. ENFORCEMENT OF MAINTENANCE

In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Paragraph 8 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the Unit Owner.

10. CONDOMINIUM WORKING CAPITAL

At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium) the purchaser shall deposit an amount equal to two (2) months' estimated maintenance for said unit, said sum to be deposited with Purchaser's Condominium Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses, which may be referred to as "condominium working capital". The Purchaser's Condominium Fund may be commingled by the Association with any of its other funds.

The commencement of payment of common expenses by Unit Owners shall be at such time as the Developer notifies Unit Owners of commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month succeeding thirty (30) days from the first closing in this Condominium. Prior to the time that maintenance payments are commenced for the Condominium, all maintenance expenses shall be paid from the Purchasers' Condominium Fund and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration and Exhibits attached hereto shall be paid from the Condominium working capital fund.

Initial contribution to the Condominium Fund is contemplated to provide for cost of maintenance of this Condominium from date of completion thereof until the date at which the regular monthly maintenance installments are commenced. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units. During the first year, Developer has guaranteed the operating budget and maintenance assessments to unit owners. Developer shall not be required to deposit or pay maintenance assessments for unsold units, since the Developer is required to make up any deficit in the operational expenses of the Condominium. Said guarantee, however, does not apply to funding replacement reserves, nor any item for which an actual cash expenditure is not required. Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of the Condominium units during the one (1) year period after the filing of this Declaration of Condominium among the Public Records of Dade County, Florida, and any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by Developer as all other Unit Owners.

11. LATE CHARGES, LIABILITY, LIEN, PRIORITY, INTEREST AND COLLECTION

Assessments and installments for common expenses and special assessments, and like charges, that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of up to $25.00 shall be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel and its appurtenant undivided interest in the common elements, which lien shall secure and does secure the monies due

for all assessments now or hereafter levied against the owner of each condominium parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel and its appurtenant undivided interest in the common elements. The lien granted to the Association may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel, without notice to the owner of said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Dade County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights.

The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Dade County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment

of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

12. BUDGET

In furtherance of said grant of authority to the Association to make, levy, and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to-wit:

A. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. As a common expense of the Association, there shall be included the cost of maintaining leasehold, memberships, and other possessory use, or free interests in lands or facilities, including, but not limited to, country clubs, golf clubs, marinas, and other recreational and communal facilities, whether or not contiguous to the lands or the Condominium, to provide enjoyment, recreation, or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each Owner of a condominium parcel, and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each Owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors,

that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.

C. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by condominium parcel owners, as a result of emergencies or for other reason placing financial stress upon the Association.

D. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid to the Association by any condominium parcel owner, the same may be commingled with monies paid to said Association by other condominium parcel owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

13. INSURANCE

A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors

of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

(2) Loss Payable Provisions - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to CENTRAL BANK & TRUST CO., as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance

Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, (sometimes collectively referred to hereinafter as beneficial owners), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(a) Common elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Condominium units: Proceeds on account of condominium units shall be in the following undivided shares:

i.) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

ii.) Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium.

(c) Mortgagees. In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(3) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their

mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee whose mortgage provides that it has the right to acquire application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(4) Loss Within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(5) Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than $3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right to approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforedescribed, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is atrributable to his individual unit; provided, however, that if the Board of Directors find that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

(6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Article 13.B.1) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article 13.B.5(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium Project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 13.B(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the

Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 13.B(5)(c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

(7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

(8) Certificate. The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(9) Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

(10) Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent

for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY to meet the requirements of law.

D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph F. hereinafter.

F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

14. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner, other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to the sale, conveyance, or transfer of any residential condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the Secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit,

which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforedescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

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

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

The consent of the Association shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser or lessee. Should the Association fail to act, as herein set forth, and within the time provided herein, the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Association as herein set forth.

B. Rental or Lease - A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any condominium unit, is the right of the Association

hereby given and granted of first refusal to lease any condominium unit offered for lease by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease of his said condominium unit. If the Association is desirous of exercising its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to lease the same of the exercise by the Association of its election to so lease said condominium unit, such notice to be in writing and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease such condominium unit, then, upon notifying the owner of such condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the owner, exercise its right of first refusal herein granted the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.

The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof.

C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

D. In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is

placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Dade County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

E. Mortgage - No parcel owner may mortgage his parcel nor any interest therein without the approval of the Association, except to a bank, life insurance company, or a Federal or State savings and loan association, or a mortgage or real estate investment trust or a union pension fund provided that any of said institutions are authorized to do business within the State of Florida. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

G. There shall be deposited and delivered to the Association a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be Fifty Dollars ($50.00).

H. The foregoing provisions of this Paragraph 14 shall not apply to transfer by a unit owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the other co-tenant.

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise, or otherwise in the event those prospective unit owners or lessees by being such a unit owner or

lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.

J. The foregoing provisions of this Paragraph 14 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as a result of owning a pledge or mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale, or lease by such institutional mortgagee that so acquires its title. The assignee of a mortgage originally taken by a savings and loan association shall enjoy the same rights, immunities, and privileges as are herein granted to said savings and loan association. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or Director of the Developer, and any such person or corporation shall have the right to freely sell, lease transfer or otherwise deal with the title and possession of a unit without complying with the provisions of this Paragraph 14, and without the approval of the Association, and without payment of any screening fee.

K. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the members or Association shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium, or until two (2) years after the recordation of this Declaration, whichever shall first occur.

15. AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of the Association may be amended in the following manner:

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

B. A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Directors and by not

less than fifty-one (51%) percent of the votes of the entire membership of the Association, or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association, or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

Proviso Provided however:

(1) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel.

(2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(3) No amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing, except that this Clause 3 shall not be applicable or in force after July 31, 1981.

(4) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforedescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Dade County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor,

which affidavit shall set forth (1) that said individual made an error in the legal description; (2) that the error is corrected by the description contained in the amendment; and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

C. A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Dade County, Florida.

16. TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article 13.B(6) above, this Condominium shall be subject to termination, as provided in said 13.B(6). In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association, and all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

B. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

17. APARTMENT UNIT BOUNDARIES

Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

18. MISCELLANEOUS

A. Any transfer of a condominium parcel must include all elements thereof as aforedescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and that it is in the interest of all owners of condominium parcels that the ownership of the common elements be retained in common by the owners of condominium parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

B. The failure of the Developer, or the Association, or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

C. The rights and privileges reserved in this Declaration of Condominium, and in Exhibits hereto, in favor of the Developer, are assignable by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights in its behalf.

D. Ownership of each Residential condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each condominium unit and the undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the undivided share in the common elements as aforedescribed. The form of Warranty Deed is attached hereto as Exhibit "2" expressly made a part hereof.

E. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in nowise affect any of the other provisions, which shall remain in full force and effect.

In the event any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

F. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in such action.

In addition to the foregoing, if a unit owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the Association for the cost of such attorneys' fees, regardless of whether or not suit may be instituted.

G. Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718 of the Florida Statutes, as amended.

I. Corporations. Where a corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, provided that same be limited to no more than two persons and their immediate families, and provided further that same be subject to such rules and regulations as the Board of Directors of the Association may promulgate pertaining hereto. The corporation may change its permitted occupants from time to time upon written notice to the Association and subject to such Association's rules and regulations.

19. COVENANTS, RESTRICTIONS AND EASEMENTS

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof

and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall constitute a covenant running with the land, and may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

20. NOTICES

Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail, Return Receipt Requested, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by Certified Mail, Return Receipt Requested, at the primary office of the Association at: 8777 Collins Avenue, Surfside, Florida 33154. Notices to the Developer shall be delivered by Certified Mail, Return Receipt Requested to: Stanley Joel Levine, Esq., 420 Lincoln Road, Miami Beach, Florida 33139.
All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

21. RIGHTS OF MORTGAGEES

A. The Condominium Association shall promptly notify all Institutional Mortgagees of any defaults by unit owners in the payment of assessments or other defaults by the unit owners

in the performance of their obligations under the Declaration of Condominium, Articles of Incorporation, and By-Laws. Such notification must be given when the default has not been cured within thirty (30) days of the giving of written notice of default by the Association to the unit owner.

B. Notwithstanding anything to the contrary herein, an Institutional First Mortgagee shall have the right to require payment of its share of insurance proceeds if any of the following conditions exist:

(1) The mortgage which it holds is in default; or

(2) there are insufficient funds deposited with the Insurance Trustee to repair the damage; or

(3) it is proposed to rebuilt the property in a manner not approved by the Institutional First Mortgagee.

C. In the event the Condominium Association shall fail to make payment for the casualty insurance premiums on the policy covering the condominium property, or should it fail to provide adequate casualty insurance coverage, any Institutional First Mortgagee shall have the right to make payment of such premium, or of any additional premium that may be required, and in addition to such lien rights as may be accorded to such Institutional First Mortgagee by virtue of any of its mortgages on condominium units in the condominium, it shall also have a lien, securing its right to reimbursement for any such premium payment, on all parcels in the Condominium, including those on which it does not have a mortgage, and which lien may be foreclosed as a mortgage; and each condominium unit shall be subject to such lien in proportion to its share of the common expenses.

22. NO TIME-SHARE ESTATES

No time-share estates, or any plan under which the exclusive right of use, possession or occupancy of the unit circulates among various owners of such interests in accordance with a fixed time schedule on a periodically recurrent basis, are or can be created by virtue of this Declaration of Condominium.

IN WITNESS WHEREOF, the Developer, CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, has caused these presents to be signed in its name by its corporate officers this 30th day of July, 19 81.

CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, by its managing partners, CAN-FLA DEVELOPMENTS, INC., and SANNAT INVESTMENTS, INC., each Florida corporations.

WITNESSES:

CAN-FLA DEVELOPMENTS, INC.

By: _____ (Seal)

Attest: _____

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WITNESSES:

SANNAT INVESTMENTS, INC.

By: _____ (Seal)

Attest: _____

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared N. Reiber, President, and Stephen Gonda, Secretary of CAN-FLA DEVELOPMENTS, INC., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Miami, Florida, this 30th day of July, 19 81.

My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires April 27, 1985

Florence Schaap
Notary Public, State of Florida

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared N. Goldlist, President, and Sara Goldlist, Secretary of SANNAT INVESTMENTS, INC., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Miami, Florida, this 30th day of July, 19 81.

My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires April 27, 1985

Florence Schaap
Notary Public, State of Florida

This Instrument Was Prepared By:
STANLEY JOEL LEVINE, Attorney
820 Lincoln Road, Miami Beach, Florida

EXHIBIT 1

TO

DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION

OF

CONDOMINIUM PROPERTY

Block Four (4) of SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, as recorded in Plat Book 16, at Page 44, and recorded in the Public Records of Dade County, Florida; together with that certain parcel of land conveyed by Town of Surfside by Deed dated August 16, 1962, and recorded in Official Records Book 3565 at Page 167 of the Public Records of Dade County, Florida; and Less and Except that portion of said Block 4 conveyed to Town of Surfside for widening of Collins Avenue by Deed dated June 28, 1962 and recorded in Official Records Book 3565 at page 165 of the Public Records of Dade County, Florida.

OFF REC 11191 PG 70

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____, between CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, as Grantor, of the County of Dade, State of Florida, and _____ as Grantee(s), whose Post Office address is _____.

W I T N E S S E T H:

THAT the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, to it in hand paid by the Grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee(s), his heirs and assigns forever, the following described real property, and rights and interest as set forth below and in real property located and situate in the County of Dade and State of Florida, to wit:

Unit No. _____ in CHAMPLAIN TOWERS SOUTH CONDOMINIUM, according to the Declaration of Condominium thereof, recorded under Offical Records Book _____, Page _____, of the Public Records of Dade County, Florida, including an undivided interest in the common elements of said Condominium as set forth in the Declaration.

This conveyance is subject to the following:

1. Taxes and assessments for the year 19____ and subsequent years.
2. Conditions, restrictions, limitations, and easements of record, if any; but this provision shall not operate to reimpose the same.
3. The Declaration of Condominium and Exhibits attached thereto.
4. Zoning and other governmental regulations.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, by its managing partners, CAN-FLA, DEVELOPMENTS, INC., and SANNAT INVESTMENTS, INC., each Florida corporations.

WITNESSES:

_____

_____

CAN-FLA DEVELOPMENTS, INC.

By: _____ (Seal)
President

Attest: _____
Secretary

_____

_____

SANNAT INVESTMENTS, INC.

By: _____ (Seal)

Attest: _____
Secretary

This Instrument Was Prepared By:

STANLEY JOEL LEVINE, ESQUIRE
420 Lincoln Road, Suite 210
Miami Beach, FL 33139
(305) 531-0308

EXHIBIT "2"

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, President, and _____, Secretary of CAN-FLA DEVELOPMENTS, INC., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at _____, Florida, this _____ day of _____, 19____.

My Commission Expires:

_____
Notary Public, State of Florida

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, President, and _____, Secretary of SANNAT INVESTMENTS, INC., a Florida corporation, and they severally acknowledged before me that they executed the foregoing instrument as such officers and on behalf of said corporation and were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at _____, Florida, this _____ day of _____, 19____.

My Commission Expires:

_____
Notary Public, State of Florida

ACKNOWLEGEMENT AND ACCEPTANCE BY GRANTEE(S)

Grantee(s) acknowledges that he has read the Declaration of Condominium and all of the Exhibits attached thereto, the Prospectus and all of the Exhibits thereto, understands that each and every provision of the foregoing documents is made for the benefit of all owners of the Condominium and is essential to the successful operation and management of said Condominium property; covenants for himself, his heirs, successors and assigns forever, to abide and be bound by each and every provision of said documents.

WITNESSES:

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF
COUNTY OF

BEFORE ME, personally appeared _____ and _____, to me well known and known to me to be the individual(s) described in and who executed the foregoing instrument, and _____ acknowledged before me that _____ executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 19____.

My Commission Expires:

_____
NOTARY PUBLIC

_____

CHAMPLAIN TOWERS SOUTH CONDOMINIUM

PERCENTAGE SHARE

The share, expressed as a percentage, of the common elements, surplus, common expenses and common assessments, that is pertinent and applicable to each of the apartment type units is as follows:

Apt. Type	Number of Units	Individual Percentage Share	Combined Percentage Share
A	12	.010022	.120264
B	12	.007951	.095412
C	23	.007447	.171281
D	11	.007786	.085646
E	11	.007126	.078386
F	11	.007698	.084678
G	22	.005346	.117612
H	22	.006347	.139634
I	11	.007698	.084678
J	1	.022409	.022409
Totals	136		100%

This STANLEY ... Lincoln Road, Miami Beach, Florida ... Attorney

This Instrument Was Prepared By:
STANLEY JOEL LEVINE, Attorney
820 Lincoln Road, Miami Beach, Florida

CHAMPLAIN TOWERS SOUTH CONDOMINIUM

SCHEDULE OF APARTMENT UNITS

Apartment Type	Apartment Numbers	Number of Units
A	112, 212, 312, 412, 512, 612, 712, 812, 912, 1012, 1112, PH-12	12
B	101, 201, 301, 401, 501, 601, 701, 801, 901, 1001, 1101, PH-1	12
C	202, 302, 402, 502, 602, 702, 802, 902, 1002, 1102, PH-2, 111, 211, 311, 411, 511, 611, 711, 811, 911, 1011 1111, PH-11	23
D	210, 310, 410, 510, 610, 710, 810, 910, 1010, 1110, PH-10	11
E	205, 305, 405, 505, 605, 705, 805, 905, 1005, 1105, PH-5	11
F	209, 309, 409, 509, 609, 709, 809, 909, 1009, 1109, PH-9	11
G	206, 306, 406, 506, 606, 706, 806, 906, 1006, 1106, PH-6, 207, 307, 407, 507, 607, 707, 807, 907, 1007, 1107, PH-7	22
H	203, 303, 403, 503, 603, 703, 803, 903, 1003, 1103, PH-3, 204, 304, 404, 504, 604, 704, 804, 904, 1004, 1104, PH-4	22
I	208, 308, 408, 508, 608, 708, 808, 908, 1008, 1108, PH-8	11
J	PH-A	1
	TOTAL	136 Units

BY-LAWS OF

CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

A Florida Non-Profit Corporation

ARTICLE I: General

Section 1. The Name: The name of the corporation shall be CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "the Association".

Section 2. Principal Office: The principal office of the corporation shall be at 8777 Collins Avenue, Surfside, Florida 33154, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as amended, for the purpose of administering, operating, and managing CHAMPLAIN TOWERS SOUTH CONDOMINIUM.

Section 4. Definition: As used herein, the term "corporation" shall be the equivalent of "association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of CHAMPLAIN TOWERS SOUTH, a Condominium.

Section 5. Fiscal Year: The fiscal year of the Association shall be the calendar year.

ARTICLE II: Directors

Section 1. Number and Term: The number of directors which shall constitute the whole board shall not be less than three (3) nor more than eleven (11). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Proviso:

Notwithstanding anything to the contrary set forth herein, the first election of directors shall not be held until one hundred twenty (120) days subsequent to the date on which CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, hereinafter called "the Developer", has closed the sales of one hundred thirty-six (136) condominium units in CHAMPLAIN TOWERS SOUTH, a Condominium, or until the Developer voluntarily elects to terminate its control of the Association, or until July 31, 1981, whichever of such events shall first occur, and until that time, the original directors of the corporation, all of whom are controlled by the Developer, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting or directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

This Instrument Was Prepared By:
STANLEY JOEL LEVINE, Attorney
820 Lincoln Road, Miami Beach, Florida

Section 3. Removal: Directors, other than the first Board of Directors, may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of ISIDORE GOLDLIST, NATHAN GOLDLIST and NATHAN REIBER, who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided that any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by Statute, the Articles of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation;

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or operate the building and related facilities. To employ workmen, janitors and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

The association, through its board of directors, may enter into contracts for the management, maintenance and operation of the condominium property. However, the association shall retain at all times the powers and duties to be exercised by or under the authority of the board of directors as provided in the enabling condominium documents and the applicable Florida Statute.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

J. To approve or disapprove proposed purchasers and lessees of condominium parcels in the manner which may be specified in the Declaration of Condominium.

Section 6. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general meeting of the members, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the Board may be called by the president on five (5) days' notice to each Director. Special meetings shall be called by the secretary and president in a like manner and on like notice on the written request of two (2) Directors.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

A. Roll call;
B. Reading of minutes of last meeting;
C. Consideration of communications;
D. Resignations and elections;
E. Reports of officers and employees;
F. Reports of committees;
G. Unfinished business;

H. Original resolutions and new business:
I. Adjournment.

Section 8. Annual Statement. Subsequent to the first election of directors, the Board shall present, not less often than at the annual meetings and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the corporation at the annual meetings.

ARTICLE III. Officers.

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more vice-presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election. The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of the Board.

Section 4. Term. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President.

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect;

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation;

Section 6. The Secretary.

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice-President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 10. Vacancies. If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV. Membership.

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate in writing a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE V. Meetings of Membership.

Section 1. Place. All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting. Regular annual meetings subsequent to the first election of directors shall be held on the second Tuesday of February of each succeeding year, at 8:00 P. M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by units, with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation may be called by the president, and shall be called the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting;

B. Notwithstanding the foregoing, there can be no special meetings of members prior to the first election of directors unless a majority of the first Board of Directors requests same;

C. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting;

D. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 4. Quorum. Fifty-One percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. Vote required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Right to Vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 7. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of Officers;

(e) Reports of committees;
(f) Election of directors;
(g) Unfinished business;
(h) New Business;
(i) Adjournment.

Section 9. Proviso. Provided, however, that until CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, has completed and sold 135 of the condominium units in the Condominium, or until July 31, 1981, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

Section 10. Parliamentary Rules. Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

ARTICLE VI. Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

Section 1. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for Deferred Maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current Expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(b) Reserve for Deferred Maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for Replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

Section 3. Assessments. Assessments against the apartment unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1st preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assess-

ment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due on the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment, for the first year, shall be determined by the Board of Directors of the Association.

Section 4. Acceleration of Assessment Installment Upon Default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apart ment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than 10 days after delivery thereof to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apart ment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association may required.

Section 6. Depository. The depository of the Association will be such banks and/or savings and loan associations in Dade County, Florida as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the directors, provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

Section 7. An Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

Section 8. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE VII. Notices.

Section 1. Definition. Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIII. Rules and Regulations.

Section 1. As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium units(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. Building Rules and Regulations. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations applicable to the entire condominium building. The unit owners shall at all times obey said Rules and Regulations, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations to be initially in effect until amended by the Board of Directors is attached hereto.

ARTICLE IX. Default.

A. In the event an owner of a condominium parcel does not pay any sums, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

B. In the event of violation of the provision of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE X. Amendment of By-Laws.

These By-Laws may be amended in the manner set forth in the Declaration of Condominium.

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Dade County, Florida.

ARTICLE XI. Construction.

Whenever the masculine singular form of the pronoun is used in these

By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

By _____ (Seal)
President

ATTEST: _____ (Seal)

This Instrument Was Prepared By:
STANLEY JOEL LEVINE, Attorney
420 Lincoln Road, Miami Beach, Florida

OFF REC 11191 PG 86

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.; a corporation not for profit organized under the Laws of the State of Florida, filed on August 4, 1981, as shown by the records of this office.

The charter number for this corporation is 758034.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 11th day of August, 1981.

George Firestone
Secretary of State

CR 101 Rev. 12/80

EXHIBIT "5"

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FILED

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ARTICLES OF INCORPORATION

OF

CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do certify as follows:

I
NAME

The name of this corporation shall be CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be herein referred to as "the Association".

II
PURPOSE

1. This Association is organized to operate CHAMPLAIN TOWERS SOUTH, a Condominium to be created pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, and as such Association, to operate and administer said condominium in accordance with the functions and duties set forth under the Statutes and the Declaration of Condominium.

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

III
POWERS

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

1. 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 these Articles, and/or the Condominium Act.

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

(a) To make and collect assessment against members to defray the costs, expenses, and losses of the condominium.

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

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

(d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

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

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

(g) To approve or disapprove the transfer, lease, and ownership of apartments as may be provided by the Declaration and the By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association, and the regulations for the use of the condominium property.

(i) To contract for the management of the condominium which shall at all times, however, be subject to the control of the Board of Directors of the Association.

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(k) To employ personnel to perform the services required for proper operation of the condominium.

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

4. 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.

IV
MEMBERS

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

1. The record owners of all condominium parcels in the Condominium shall be members of the Association, and no other persons or entitites shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Dade County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit in his condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium parcel, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one apartment shall be entitled to one vote for each apartment he owns.

V
TERM

The term of the Association shall be for the life of the Condominium unless the Association is terminated sooner, in accordance with the provisions of the Declaration.

VI
SUBSCRIBERS

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

Name	Address
NATHAN GOLDLIST	100 Bayview Drive North Miami Beach, FL 33160
R. A. BLANKENSTEIN	100 Bayview Drive North Miami Beach, FL 33160
NATHAN REIBER	1800 N.E. 114 Street North Miami, FL 33161

VII
BOARD OF DIRECTORS

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

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of directors shall not be held until CHAMPLAIN TOWERS SOUTH ASSOCIATES, a Florida general partnership, hereinafter called "Developer", has closed the sales of all one-hundred thirty-six (136) condominium units upon the real property described above or until Developer voluntarily elects to terminate its control of the Association by virtue of the present first Board of Directors resigning at the same time, all of said Directors being controlled by the Developer, or until July 31, 1981, whichever of such events shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

The name 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:

Name	Addresses
NATHAN GOLDLIST	100 Bayview Drive North Miami Beach, Florida 33160
R. A. BLANKENSTEIN	100 Bayview Drive North Miami Beach, Florida 33160
NATHAN REIBER	1800 N. E. 114 Street North Miami, Florida 33161

VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are designated by the Board of Directors are as follows:

President	NATHAN GOLDLIST	100 Bayview Drive North Miami Beach. Fla. 33160
Vice-President	R. A. BLANKENSTEIN	100 Bayview Drive North Miami Beach, FL 33160
Secretary-Treasurer	NATHAN REIBER	1800 N. E. 114 Street North Miami, Florida 33161

IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

X
BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided for by the By-Laws. Prior to sale of the individual apartment

units, the Board of Directors shall have the full power to amend alter or rescind the By-Laws by majority vote. After sale of all said units by the Developer, the By-Laws may be amended, altered, supplemented or modified by the membership at their annual meeting or at a duly convened special meeting, in accordance with the provisions of the By-Laws pertaining hereto or as set forth in the Declaration of Condominium.

XI
AMENDMENTS

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

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

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

a. Such approval must be by not less than 66-2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire members of the Association; or

b. By not less than 75% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own two or more units in the Condominium.

4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 30th day of July , 1981.

NATHAN GOLDLIST

R. A. BLANKENSTEIN

NATHAN REIBER

OFF REC 11191 PG 92

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared NATHAN GOLDLIST, R. A. BLANKENSTEIN and NATHAN REIBER, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 30 day of July, 1957.

NOTARY PUBLIC State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

OFF REC 11191 PG 93

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

FILED
AUG 4 3 10 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First -- That CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Miami Beach, County of Dade, State of Florida, has named STANLEY JOEL LEVINE, located at 420 Lincoln Road, Suite 210, Miami Beach, Florida, as its agent to accept service of process within this State.

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Dated: July 30, 1981

By: Stanley Joel Levine
STANLEY JOEL LEVINE, ESQUIRE
(Resident Agent)

CHAMPLAIN TOWERS SOUTH CONDOMINIUM

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of August, 19 81, by and between CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as the "Association" and CHAMPLAIN TOWERS SOUTH MANAGEMENT CO., hereinafter called "Manager".

WITNESSETH:

WHEREAS, the Association desires to designate the Manager as the Managing Agent for the operation of the condominium building known as CHAMPLAIN TOWERS SOUTH CONDOMINIUM located at 8777 Collins Avenue, Surfside, Florida 33154, and

WHEREAS, the Manager is agreeable to act as such Managing Agent in accordance with the terms and conditions and for the period of time set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable considerations, to each in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual premises and covenants hereinabove and hereinafter contained, the parties hereby agree as follows:

1. Definitions: The terms used in this Management Agreement which are or shall be defined in the Condominium Act or the Declaration of Condominium unless provided to the contrary shall have the meanings assigned to such terms by said Act or Declaration.

2. Employment: The Association hereby appoints the Manager and the Manager hereby accepts the appointment on the terms and conditions provided for in this Management Agreement.

3. Exclusiveness: The management provided for herein shall be exclusively performed by or under the direct control and supervision of the Manager.

4. Term: The term of this Agreement shall commence on the date at which the first closing of a sale of a condominium unit in the condominium shall occur and shall continue in full force and effect until such time as all of the units that will be operated ultimately by the Association have been sold by the Developer, or until such time as the Association elects to exercise any rights to terminate that may be granted it under the Condominium Act; provided, however, the Manager shall have the right to terminate this Management Agreement upon thirty (30) days' prior written notice to the Association.

5. Powers and duties of the Manager: The Manager shall have all of the powers and duties of the Association as set forth in the Declaration and By-Laws of the Association (except such thereof as are specifically required to be exercised by its directors or members) to the exclusion of all other persons and shall perform by way of illustration, and not of limitation, the following services:

A. Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the condominium, who, in each instance, may be the employees of the Association or the Manager, as the Manager in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

B. Cause the Common Elements and Limited Common Elements to be maintained, repaired and replaced, as set forth in the Declaration, including interior and exterior cleaning and repairs and alterations to plumbing, electrical work, carpentry, painting, decorating and such other incidental alterations or changes

therein as may be proper. Ordinary repairs, replacements or alterations involving an expenditure of more than $1,000 for any one item shall be made only with the prior written approval of the Association, but emergency repairs, immediately necessary for the preservation or safety of the buildings or for the safety of Unit Owners, tenants or other persons, or required to avoid suspension of any necessary service in the buildings, may be made by the Manager irrespective of the cost thereof, without the prior approval of the Association.

C. Cause all such acts and things to be done in or about the condominium as shall be necessary to comply with any and all orders or violations affecting the premises, placed thereon by any governmental authority having jurisdiction thereof, subject to the limitation with respect to amount of expenditure involved as contained in the preceding subparagraphs of this Section.

D. Enter into contracts for garbage and trash removal, vermin extermination and other services; purchase all tools, equipment, and supplies which shall be necessary to properly maintain and operate the condominium; and make all such contracts and purchases in either the Association or the Manager's name as the Manager shall elect.

E. Cause to be effected and maintained, to the extent obtainable, with insurance carriers selected by the Association, in such amounts as the Association shall designate in writing, fire, liability, workmen's compensation and such other insurance as the Association may deem necessary or advisable.

F. Make a careful audit of all bills received for services, work, and supplies ordered in connection with maintaining and operating the condominium, pay all such bills, and also pay water charges, sewer charges and assessments assessed with respect to the Common Elements, if any, as and when the same shall become due and payable.

G. Bill Unit Owners for Common Expenses and use its best efforts to collect same. In this regard the Association hereby authorizes the Manager to make demand for all regular and special assessments and charges imposed by and which may be due the Association, and to take such action in the name of the Association by way of making, recording, satisfying and foreclosing the Association's lien therefor, or by way of other legal process or otherwise, as may be required for the collection of such assessments.

H. Consider and, where reasonable, attend to the complaints of the Unit Owners or their tenants.

I. Cause to be prepared and filed the necessary forms for unemployment insurance, Social Security taxes, withholding taxes, and all other forms required by any federal, state or municipal authority.

J. Deposit all funds collected from the Association's members or otherwise accruing to the Association, in a special bank account or accounts of the Association, in a bank in Dade County, Florida, with suitable designation indicating their source, separate from other funds of the Manager.

K. Maintain in a satisfactory manner, the books of account, records, minute books and corporate and other records of the Association.

L. In conjunction with the accountant for the Association, arrange for an annual audit of the books of account of the Association, including an annual report each year of the operations of the Association for the year then ended. A copy of each such annual report shall be sent by the Manager to each Unit Owner.

M. Prepare and submit annually to the Association an operating budget setting forth the anticipated income and expenses of the condominium for the ensuing year; notify Unit Owners of annual and all other assessments of Common Expenses as determined by the Board of Directors of the Association as more particularly set forth in the By-Laws of the Association.

N. Cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Directors of the Association and, if desired by the Board, have its representative act as secretary and record the minutes of such meetings.

O. Prepare and send out all notices of Board of Directors meetings and Members' meetings and such other letters and reports as the Board may request.

P. Maintain records sufficient to describe its services hereunder and such financial books and records, in accordance with prevailing accounting standards sufficient to identify the source of all funds collected by it as Manager and the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's Directors not more frequently than once a calendar year. The Manager shall perform a continual internal audit of its financial records relative to its services as Manager for the purpose of verifying the same, but no independent or external audit shall be required of it. The Association shall have the right to an annual external independent audit provided the cost thereof and the employment of such auditor be by the Association directly and not through the Manager, and that the external auditor be reasonably acceptable to the Manager. Such independent audit shall be at the office of the Manager.

Q. Retain and employ attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties hereunder.

R. Maintain, manage, supervise and direct the Recreational Facilities owned by the Association for the use of its members; enforce the rules and regulations concerning the use thereof in accordance with procedures established by the Association; and generally to do all things necessary and appropriate for the beneficial use of such facilities.

S. Undertake investigations of prospective purchasers or lessees of Condominium Units, whether initial purchasers or otherwise, in accordance with the provisions of the Declaration and the By-Laws, provided, however, that the actual approval or disapproval of the same shall be given and executed by a proper officer of the Association.

T. Establish and maintain reserves as required by law and as directed by the Association for the payment of any and all costs and expenses of the Association to be disbursed by the Management Firm hereunder. In the event of a violation (other than non-payment of an assessment), by a unit owner of any of the provisions of the Declaration, By-Laws or the Rules and Regulations adopted pursuant thereto, the Management Firm shall have all the rights and powers of the Association specified in the Declaration and By-Laws to remedy such violation. The Management Firm may act upon its own determination, either on its own behalf or on behalf of the Association. If the Management Firm deems it advisable not to act in any particular situation, the Management Firm shall not be liable or responsible to the Association, its Directors or any unit owner for the failure to so act. Under no circumstances shall said failure to act in any situation be

deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

U. If any part of the Condominium property is damaged by casualty and it is determined pursuant to the terms of the Declaration that such property be reconstructed, the Management Firm shall have the Association's responsibility of reconstruction. The Management Firm shall have all the rights, obligations and duties granted to the Association under the Declaration. The cost of any said repairs shall include costs of the Management Firm's personnel, equipment and overhead attributable thereto.

6. Reimbursed Expenses. The Association authorizes the Manager to perform any act or do anything necessary or desirable in order to carry out its duties hereunder, and everything done by the Manager hereunder shall be done as agent of the Association and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Any payments made by the Manager hereunder shall be made out of such funds as the Manager may, from time to time, hold for the account of the Association or as may be provided by the Association. The Manager shall not be obliged to incur any liability or obligation unless the Association shall furnish the Manager with the necessary funds for the discharge thereof. If the Manager shall voluntarily advance, for the Association's account, any amount for the payment of any proper obligation or necessary expense connected with the maintenance or operation of the condomininium, or otherwise, the Manager may reimburse itself out of the first collections from the Unit Owners. The Manager shall confer fully with the Association in the performance of its duties hereunder.

7. Indemnification. The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own negligence or wilful misconduct. The Association will indemnify and save harmless the Manager from any liability for damages, costs and expenses for injury to any person or property in, about and in conjunction with the condominium, from any cause whatsoever, unless such injury shall be caused by the Manager's own negligence or wilful misconduct.

8. Office. The Association shall furnish to the Manager an office within the Association's recreational building, along with necessary furniture, furnishings, office equipment and supplies with which to conduct the Association's business. The office shall be rent free.

9. Compensation. The Manager agrees that there will be no separate manager's fee charged in connection with its services in such capacity. It is intended that the advisory services rendered by the Manager, including the engaging of skilled personnel to run the building, shall be without charge, but the salaries payable to such personnel shall be borne by the Association.

10. Minimum Personnel and Coverage. Manager agrees that at least one person shall be engaged to serve as active manager of the building for a minimum of five and one-half (5½) days per week at no greater salary than set forth in the initial Budget described in the Prospectus and Condominium documents.

11. Notices. All notices which the parties hereto may desire or be required to give hereunder shall be deemed to have been properly given and shall be effective when and if sent by United States regular mail, postage prepaid, addressed to the Association at 8777 Collins Avenue, Surfside, Florida 33154, and to the Manager at 8777 Collins Avenue, Surfside, Florida 33154, or to such other addresses as either of the parties may designate in writing.

12. Benefit. This Agreement and every provision hereof shall bind, apply to and run in favor of the Association and the Manager and respective successors in interest, and may not be changed, waived, or terminated orally. Neither of the parties may assign this agreement without the written consent of the other.

13. Specification of Services. The minimum amount of money to be paid for each of the various services, obligations and responsibility of the Management Firm, as are specified in Paragraph 5 hereinabove contained, the time schedule indicating how often they are to be performed, and the minimum number of personnel to be employed by the Management Firm for performance of all of the said services, obligations and responsibilities, are detailed in the schedule attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

Attest:

By _____

CHAMPLAIN TOWERS SOUTH MANAGEMENT CO.

Attest:

By _____

This Instrument Was Prepared By:
STANLEY JOEL LEVINE, Attorney
[illegible] Lincoln Road, Miami Beach, Florida

EXHIBIT "A"

ADDENDUM TO MANAGEMENT AGREEMENT FOR
THE CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

The Management Firm shall perform or cause to be performed the services required to implement its powers and duties, without additional fee, as set forth in Paragraph 9 of the Management Agreement. The approximate amount of compensation to be received by employees and personnel of the Management Firm are as set forth in the Operating Budget. Some of these employees, however, may be employees of the Association instead of the Management Firm. Set forth below, in order to comply with Section 718.3025, Florida Statutes, is an approximation of the frequency of such services and the proportion of costs pertaining thereto. As stated in Paragraph 10 of the Management Agreement, the Management Firm shall employ a minimum of one employee for a minimum of 5½ days per week.

Services Described in Paragraph 5	Estimated Minimum Frequency of Performing such Services	Estimated Percentage of Monthly and Annual Payroll and Cost for such Services
A	Weekly	5
B	Weekly	7
C	Weekly	5
D	Weekly	5
E	Annually	3
F	Weekly	7
G	Monthly	7
H	Weekly	5
I	Monthly	5
J	Weekly	5
K	Monthly	5
L	Quarterly	5
M	Annually	7
N	Monthly	3
O	Monthly	5
P	Monthly	5
Q	Annually	3
R	Weekly	5
S	Weekly	5
T	Monthly	3
U	As necessary	--
		100% of Payroll as shown on Operating Budget

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 127 PAGE 26

RICHARD P. BRINKER, CLERK
CIRCUIT & COUNTY COURT
BY Christine Caterfeld D. C.

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

CFN 2010R0419466
OR Bk 27328 Pgs 0767 - 769; (3pgs)
RECORDED 06/22/2010 11:05:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE CHAMPLAIN TOWERS SOUTH CONDOMINIUM

THIS CERTIFICATE OF AMENDMENT is executed this 11th day of June, 2010, by **CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as "Association").

WHEREAS, the Association has been established for the operation of Champlain Towers South Condominium, in accordance with the Declaration of Condominium and related documents which were recorded in Official Records Book 11191, Page 35 of the Public Records of Miami-Dade County, Florida, and all amendments and exhibits attached thereto (the "Declaration").

WHEREAS, in accordance with Section B of Article 15 of the Declaration, the proposed amendments to Sections A and B of Article 8 of the Declaration were approved by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of the entire Board and at least fifty-one (51%) percent of the members of the Association at a duly noticed meeting of the Board of Directors and at a duly noticed Reconvened Annual Meeting of the Members held on the 27th of day of April, 2010, at which a quorum of the Members was attained in person and by Limited Proxy and at which a quorum of Directors was attained in person.

NOW, THEREFORE, the Association does hereby state the following:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. New Language is indicated by underscored type.
Deleted Language is indicated by ~~struck-through~~ type.

3. The Section A of Article 8 of the Declaration entitled "By the Association" is hereby amended as follows:

A. By the Association. The Association shall maintain, repair and replace at the Association's own expense:

(1) All common elements and limited common elements.

(2) All air-conditioning and heating systems and equipment ~~outside the individual condominium Units~~ serving the common elements.

(3) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(4) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the ~~Condominium other than the unit within which contained~~ common elements.

(5) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

4. The Section B of Article 8 of the Declaration entitled "By the Condominium Parcel Owner" is hereby amended as follows:

B. By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) Within the unit or exclusively serving the unit to maintain, repair and replace at his expense all fans and air conditioning and heating equipment and fixtures, stove, refrigerator, or other appliances or equipment, including any fixture and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense. The obligation to maintain and repair any air conditioning and heating equipment or fixtures, including but not limited to compressors, freon lines, condensation lines, or pipes, serving a particular unit (to the exclusion of other units) wherever such equipment is located on the condominium property shall be the responsibility of the applicable unit owner, individually, and not the Association, without regard to whether such items are included within the boundaries of the units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(4) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(5) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

All other sections of Article 8 of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 1st day of June, 2010.

Signed in the presence of:

CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

Berta Wodnicki

Print Name: Berta Wodnicki

By: Marina Azen
Marina Azen, President

Ana Cespedes

Print Name: Ana Cespedes

Berta Wodnicki

Print Name: Berta Wodnicki

~~Berta Wodnicki~~

Print Name: _____

By: _____
Graciela Cattarossi, Secretary

Ana Oespedes

Ana Oespedes

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of June, 2010 by **Marina Azen, as President and Graciela Cattarossi, as Secretary of CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They (are personally known to me)/(have produced _____ as identification) and (did)/(did not take an oath.

Gilda Smith
Signature of Notary

Print Name: Gilda Smith

My Commission Expires:

GILDA M. SMITH
MY COMMISSION # DD 556771
EXPIRES: June 7, 2010
Bonded Thru Notary Public Underwriters

PREPARED BY:
L. Chere Trigg, Esquire
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134
Telephone: 305-442-3334
Facsimile: 305-443-3292
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