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REL 12266 PG 1847AMENDMENT OF DECLARATION AND BY-LAWS FOR
CHANTILLY CONDOMINIUM
DADE COUNTY, FLORIDA

Pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act," CHANTILLY CONDOMINIUM, INC., the Declarant, a Florida Corporation not for profit, hereby enters into this Amendment of its Declaration and By-Laws for the purpose of having a uniformed and non-conflicting set of condominium documents.

WHEREAS, CHANTILLY CONDOMINIUM, INC., the Declarant, whose principal place of business and post office address is 900 Northeast 195th Street, North Miami Beach, Florida 33179, has executed a Declaration of Condominium providing for the submission of certain land, described in Exhibit A attached hereto and incorporated herein by reference, together with the buildings and improvements erected thereon, owned by the Declarant in fee simple absolute to the provisions of the Condominium Act, Chapter 718 et.seq., of the Florida Statutes as amended, and thereby established the condominium known as CHANTILLY CONDOMINIUM; and

WHEREAS, by Declaration of Condominium filed on December 14, 1980, recorded in the Public Records of Dade County, official record book 11296, pages 78-176 inclusive, the Declarant did establish the condominium known as CHANTILLY CONDOMINIUM and did adopt By-Laws of the Association for said condominium (attached as Exhibit D to said Declaration) and contemporaneously therewith, filed December 14, 1981, in the public record book 11296, pages 78-176 inclusive; and

WHEREAS, CHANTILLY CONDOMINIUM, INC., the Declarant, owning all of the fee interest in the real property described herein, desire to amend the Declaration and

Prepared by
and be returned to:
BISHINS, ESQUIRE
FEDERAL HIGHWAY
DADE COUNTY, FLORIDA 33308

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By-Laws hereinafter set forth pursuant to the provisions of the Declaration of Condominium and By-Laws;

NOW THEREFORE, CHANTILLY CONDOMINIUM, INC., pursuant to the provisions of said Declaration and By-Laws and in compliance with the Condominium Act, as amended, hereby make the following amendments:

1) Amend Article VII, first paragraph on page 6 (Method of Amendment of Declaration) of the Declaration to read as follows):

"This declaration may be amended at any annual or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members present at the meeting or represented thereat by proxy."

2) Amend Article XXVI (Right of First Refusal to Association to lease or purchase private dwellings) of the Declaration by inserting after the last paragraph on page 21, the following paragraphs:

"Notwithstanding the foregoing provisions of this Article XXVI, a Private Dwelling may be leased only once in a twelve month period and all leases shall be for a minimum of three months and a maximum of one year and leases shall not be automatically renewable without prior approval by Association."

"Prospective and continuing lessee(s) shall obtain a lease application form from the Association and/or its authorized agent or entity and the lease application form must be completed and returned to the Association and/or its authorized agent or entity for processing along with a copy of the written lease and check in the amount set forth in

the Rules and Regulations to cover the administrative expenses. All lease applications must be submitted with all supporting documents and the required fee, not less than fourteen (14) days prior to the inception of the proposed lease."

"The owner or the private dwelling will receive a written notification from the Association and/or its authorized agent or entity regarding the Association's acceptance or rejection of the right of first refusal and no lessee will be permitted to move into or occupy any private dwelling without such written rejection of right to first refusal."

"Notwithstanding the foregoing, the owner of the private dwelling, shall, upon execution of the written lease, supply the lessee with a copy of the By-Laws and Rules and Regulations of CHANTILLY CONDOMINIUM and obtain a signed statement of compliance from the lessee. The owner of the private dwelling shall be strictly and fully responsible to the Association and shall be assessed for all losses or damages caused by a lessee to the condominium property. Such charges for damages together with any legal expenses incurred to collect same, shall become a lien against the property of the owner and may be collected in the same manner as all other charges and obligations due the condominium association."

"In the event that the owner of a private dwelling shall attempt in any manner to lease or sell such private dwelling without giving written notice to

Association as herein provided, to the end that said Board of Directors of Association is not afforded the opportunity to determine whether or not it will elect to lease or purchase said private dwelling prior to the consumation of such lease or purchase and on the terms and provisions thereof, then this action or transaction by the unit owner will be deemed a breach of this Declaration and shall be totally null and void and shall confer no interest whatsoever on the intended purchaser or lessee. This provision constitutes a total nullification and revocation of paragraph three (3), Article XXVI, pages 20 and 21 of Declaration of Condominium."

"Notwithstanding the foregoing provisions of this Article XXVI, the Board of Directors may from time to time, adopt or amend previously adopted Rules and Regulations governing the details of leasing and purchasing of the private dwellings and if any irreconcilable conflict should exist with respect to the interpretation the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration shall prevail."

3) Amend Article XXVII (Assessments: Liability, Lien and Enforcement) of the Declaration by inserting after the last sentence of Section B on page 23, the following paragraph:

"Notwithstanding the foregoing provisions of this Article XXVII, if a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for one (1) year upon notice thereof to the unit owner and, therupon, the unpaid

balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner."

4) Amend Article XXI (Amendment of Declaration of Condominium) of the Declaration to read as follows: This Declaration of Condominium may be amended in the following manner:

An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the private dwelling in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall duly present stated proposal at a scheduled Annual meeting of the Association as had been designated by the Board of Directors or shall call a Special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member of the Association written or printed notice of such Annual and Special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed

form. For such Annual meeting, notice shall be mailed at least five (5) days prior to the day named for the Annual meeting, and notices for such meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance of such Annual meeting except in the case of an emergency. For such Special meeting, notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the set meeting date and notices of such meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance of such Special meeting except in the case of an emergency. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member of his post office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such Annual or Special meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of not less than two-thirds (2/3) of the voting members present at the Annual or Special meeting, or represented thereat by proxy in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by

the President and Secretary of the Condominium Association as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the public records of Dade County, Florida, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all the owners of all private dwellings, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy provided such written vote is delivered to the Secretary of Association prior to such meeting or at such meeting.

Notwithstanding anything herein contained to the contrary, it is declared as follows:

- a) No alteration in the percentage of ownership in common property appurtenant to each private dwelling or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by Association in accordance with provisions hereof, or alteration of basis of ownership of common surplus, shall be made without written consent of all of their owners of all

private dwellings and their respective mortgagees, being first had and obtained.

b) Notwithstanding anything to the contrary provided in this Declaration, no alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of institutional lender or institutional lenders shall be made without written consent of all institutional lenders then holding mortgages on private dwellings in the condominium being first had and obtained.

c) No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of developer, shall be made without the written consent of said developer being first had and obtained.

d) All parties with an interest in the property shall join in any Amendment to the Declaration, or as otherwise herein provided.

5) Amend Article XXXVII, third paragraph on page 37 and delete fourth paragraph on page 37 (Use and Occupancy) of the Declaration to read as follows:

"No animals or pets of any kind shall be kept in any unit or on any property of the Condominium. This provision constitutes a total nullification and revocation of Article XXXVII (Pets) on page 43 of the Declaration of Condominium."

6) Amend Article XXXVII, fifth paragraph on page 37 (Use and Occupancy) of the Declaration to read as follows:

"The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units nor the limited common elements or the

common elements, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any units, limited common elements or common elements; nor shall they place any furniture or equipment outside their unit except with the prior written consent of the Board of Directors, and further when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association. The unit owner may only screen in the interior terrace which abuts his unit with the prior written consent of the Board of Directors of the Association; however, the developer may screen in exterior terraces as it determines in its sole discretion."

7) Amend Article XXXX (Parking Spaces) of the Declaration to read as follows:

"The common property of this Condominium shall include parking spaces as shown on survey Exhibit A of this Declaration of Condominium. Designated parking spaces shall be for the exclusive use as an automobile parking space for the owner or owners of the private dwelling to which same is assigned, thereby excluding vans, motorcycles, motor scooters, mopeds or the like. Pursuant to assignment of such parking space or spaces by the Condominium Association, those parking spaces thereby assigned shall become limited common elements of that private dwelling to which it pertains. These parking spaces shown as or reserved for "guest" parking

spaces are common property of the Condominium and no parcel of limited common property except as hereinafter provided, shall be used for any purpose other than the parking of an automobile of such size as not to encroach upon or restrict or make inconvenient the use for proper purposes hereunder of any other parcel of limited common property or common property. In order to assure the peaceful, uniformity, and orderly use and enjoyment of said parking spaces, automobiles shall only park in a front-end or head-in manner. In addition, parking spaces and/or a parking area may be designated by the Condominium Association for the use, in addition to automobiles, of parking trailered boats, vans, motorcycles, motor scooters, mopeds, trailers and recreational vehicles, provided that same shall not interfere with the use of, or encroach upon, any other parcel of limited common property of the common property. No parcel of limited common property shall be used by any person other than an owner of the private dwelling to which it pertains, and his or her immediate family residing in such private dwelling, except for occasional use of an invitee of such owner. No owner of any private dwelling to which a parcel of limited common property pertains shall lease said parcel, nor license the use thereof to any third person. The Association shall have the right to make reasonable rules and regulations with regard to the use of such limited common property, provided that same shall not unreasonably restrict the permissible use thereof under the terms of this Article by the owners of the private dwellings to which such

limited common property shall be appurtenant and provided that same shall not violate the provisions of this Declaration of Condominium."

8) Amend Section Four (4) (Proxies) of Article II of the By-Laws to read as follows:

"Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary before or at the meeting in which they are to be used and shall be valid only for the the particular meeting designated therein. Where a unit owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. Any proxy given shall be effective only for the specific meeting for which it is originally given, or any lawfully, adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing same. The unit owner may also execute a limited proxy with all the powers of substitution for and in the name(s) and place of the undersigned, to appear, represent and cast votes only as specifically instructed by the voting member in reference to the pending or proposed matters that may come before that specific meeting. The undersigned's limited proxy ratifies and confirms any and all acts and things that the proxy may do or cause to be done in the premises, whether

at the meeting specifically referred to, or at any change, adjournment or continuation of it, and revoke all prior proxies previously executed."

9) Amend Section Three (3) (Amendment to the By-Laws) of Article X of the By-Laws to read as follows:

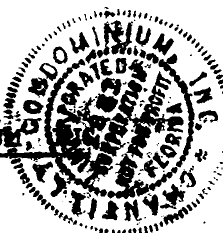
"(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of two-thirds (2/3) of the voting members present at the meeting or represented thereat by proxy."

10) Each of the words used in this Amendment to the Declaration of Condominium and By-laws shall have the meaning given to each term in the Declaration and By-laws of the Condominium.

11) Except as modified by this Amendment, the Declarant ratifies and confirms all of the terms and provisions of the Declaration and By-Laws of CHANTILLY CONDOMINIUM.

IN WITNESS WHEREOF, CHANTILLY CONDOMINIUM, INC., has caused this Amendment to Declaration of Condominium and By-Laws to be signed by its President and its corporate seal affixed, duly attested by its Secretary, this 16th day of April, 1984.

CHANTILLY CONDOMINIUM



Karen Roy
Witness
Dorcas Berman
Witness

By: Larry V. Bishins
Larry V. Bishins,
President

Karen Roy
Witness
Dorcas Berman
Witness

Attest:
By: Jay Kushner
Jay Kushner, Secretary

STATE OF FLORIDA)
)
 COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY V. BISHINS and JAY KUSHNER, the President and Secretary respectively of CHANTILLY CONDOMINIUM, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of April, 1984.

Notary Public
 State of Florida at Large
 My Commission Expires
 July 30, 1984

Richard A. Beeman
 Notary Public, State of



A portion of the NE 1/4 of Section 6, Township 52 South, Range 42 East, being more particularly described as follows:
Commence at the NE corner of Section 6, Township 52 South, Range 42 East; thence run due South along the East line of the NE 1/4 of said Section 6 for a distance of 869.78 feet to the beginning of a circular curve and the Point of Beginning of the parcel of land herein described; thence run Southwesterly and Westerly along said circular curve concave to the NE having a radius of 650.00 feet through a central angle of 84°59'46" for an arc distance of 964.25 feet to a point, said point bearing South 5°00'14" East, from the center of the last described curve; thence run South 9°05'52" East for a distance of 305.74 feet; thence run North 80°54'08" East at right angles to the last described course for a distance of 217.69 feet; thence run due East for a distance of 330.00 feet to a point on the East line of the NE 1/4 of said Section 6; thence run due North along the East line of the NE 1/4 of said Section 6 for a distance of 915.00 feet to the Point of Beginning. LESS the 30 foot right-of-way for N.E. 195th Street, as shown on the plat of SKY LAKE NORTH RIGHTS-OF-WAY, as recorded in P.B. 85 at page 16, Public Records of Dade County, Florida, containing 5.04 acres, more or less.

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