

Prepared by and Return to:  
Eric P. Stein, Esq.  
Eric P. Stein, P.A.  
1820 N.E. 163rd Street, Ste. 100  
North Miami Beach, FL 33162  
Tel (786) 248-1000

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**AMENDMENT TO THE BY-LAWS OF  
WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

The undersigned, as President and Secretary of Winston Towers 600 Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"), incorporated pursuant to its declaration of condominium, recorded in Official Records Book 11332, Page 2016 of the Public Records of Miami-Dade County, Florida (the "Declaration"), hereby certify that the following amendment to the Association's by-laws has been adopted by a majority of the Association's Directors at a duly noticed meeting on October 30, 2017. The following amendment shall be recorded in the Public Records of Miami-Dade County, Florida in accordance with the Declaration. (Note: added words are underlined; deleted words are ~~struck through~~.)

- I. The first sentence of Article 3.4 of the Association's By-laws is amended as follows:  
  
3.4 Proxies. Votes may be cast in person or by proxy; however, no proxy, limited or general, shall be used in the election of Directors. General proxies may be used for other matters for which limited proxies are not required, and may be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.
  
- II. All other terms of the By-Laws, including the remainder of Article 3.4, are unchanged and remain in full force and effect, except as stated above.

*[The remainder of this page is intentionally left blank; signature and notary page to follow.]*



CFN 2012RO626111  
OR Bk 28256 Pgs 4215 - 4216 (2pgs)  
RECORDED 09/04/2012 18:16:11  
HARVEY KUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF  
WINSTON TOWERS 600 CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President of Winston Towers 600 Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that the following resolutions were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said Declaration of Condominium and after due notice in accordance with Florida Statute 718 and the Winston Towers 600 Declaration of Condominium.

THEREFORE, the undersigned certifies that the amendments to the Declaration of Condominium for Winston Towers 600, as originally recorded on January 25, 1982, in Official Records Book 11332, Page 2016 of the Public Records of Miami-Dade County, Florida are attached hereto as Exhibit "A" and shall be incorporated as an official amendment to the Declaration of Winston Towers 600 Condominium.

**RESOLVED:** That the Declaration of Condominium for Winston Towers 600 Condominium be and is hereby amended.

WITNESS my signature hereto this 9<sup>th</sup> day of August, 2012 in Miami Dade County, Florida

Witness Print: Josely Cuervo

Winston Towers 600 Condominium Association, Inc., a Florida Not-for-Profit Corporation

By: [Signature]  
President  
Attest: Josely Cuervo, President

Witness Print: JYSENVIA BORGES  
STATE OF FLORIDA  
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me on 9<sup>th</sup> August, 2012 by Josely Cuervo, as President of Winston Towers 600 Condominium Association, who produced DL as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Winston Towers 600 Condominium Association, Inc., and who did take an oath.

IN WITNESS WHEREOF, I have set my hand and seal in Miami Dade County, Florida this 9<sup>th</sup> day of August, 2012.



[Signature]  
Signature of Notary Public State of Florida

0831 1994  
DATE MICROFILMED

COURTHOUSE TOWER  
LOCATION

*Walter J. ...*  
CAMERA OPERATOR  
DEPUTY CLERK, CIRCUIT COURT

REF: 16230M1912

1994 FEB 01 08:28

AMENDMENT TO THE BY-LAWS OF  
WINSTON TOWERS 600 CONDOMINIUM  
ASSOCIATION, INC.

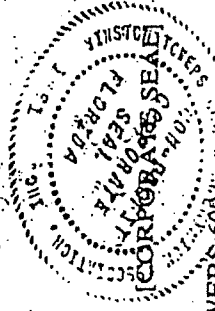
The undersigned, being respectively the President and Secretary of WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation organized pursuant to Chapter 718.101 et seq. Florida Statutes and pursuant to its Declaration of Condominium as recorded in the Official Records of Dade County, Florida at Book No. 11332, Page 2016, do hereby certify that the following Amendment to the By-Laws of the Association was adopted in accordance with the provisions of Article 10 thereof at a duly noticed meeting of the Association's Board of Directors which took place on January 7th, 1994. The following amendment is hereby annexed to the Declaration of Condominium for Winston Towers 600, in accordance with Article 8.5 thereof. (NOTE: New words are underlined and deleted words are ~~lined through~~ with hyphens.)

I. Article 4.3 of the By-Laws is amended to read as follows:

4.3 Term. ~~The term of service of each Director elected by Unit Owners other than the sponsor shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided herein. The term of service of each Director appointed by the Sponsor shall extend until he resigns or is removed by the Sponsor, except as provided in Subsection 4.14 of these By-Laws.~~ Beginning with the 1994 Annual meeting, Directors shall be elected for staggered terms. The term of office of the five (5) Directors receiving the highest number of votes shall be established at two (2) years and the term of office of the remaining four (4) Directors shall be for one (1) year. Thereafter, as many Directors shall be elected as there are regular terms of office of Directors expiring at such time, and the term of office of the Directors so elected at the Annual Meeting of the Unit Owners each year shall be for (2) years expiring at the second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law. In the event of a vacancy on the Board caused by resignation, removal or other cause, the vacancy may be filled by the affirmative vote of a majority of the remaining Board members. A Board member appointed as provided herein shall fill the vacancy until the next regularly scheduled election regardless of whether the Board seat to which the member was appointed is scheduled to be filled at that election. If, however, upon appointment, the Association has already mailed and delivered the first notice of election, the Board member appointed as provided herein shall serve until the next election scheduled in the future for any position.

IN WITNESS WHEREOF, the WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC. has duly approved and executed the foregoing Amendments to its By-Laws and has affixed its corporate seal on this 7th day of January, 1994.

DATE MICROFILMED: 5/25/1994  
LOCATION: COURTHOUSE TOWER  
DEPUTY CLERK, CIRCUIT COURT



REC: 1623001913

WINSTON TOWERS-600  
CONDOMINIUM ASSOCIATION, INC.

ATTESTED:

BY: R. L. Kay - P. L. C.  
President

BY: \_\_\_\_\_  
Secretary

WITNESSES:  
WILLIS TEUL  
Witness Signature

WILLIS TEUL  
Witness Name Printed

[Signature]  
Witness Signature

[Signature]  
Witness Name Printed

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADY COUNTY, FLORIDA.  
RECORD VERIFIED  
HARVEY RIVIN,  
Clerk of Circuit & County  
Courts

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ARVID KAY, President and Sulikama Bernard, Secretary respectively of the corporation named in the foregoing Amendment, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Corporation and that the seal affixed thereto is the true and corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 10<sup>th</sup> day of January, 1994.

TANIA GONZALEZ  
Notary's Name Typed/Printed

My Commission No.: 00-773918  
My Commission Exp.: 4/4/97

[Signature]  
NOTARY PUBLIC, State of Florida  
At Large

This Instrument Prepared By:  
EDUARDO MILIONI, ESQUIRE  
LIVMAN & KAPLAN, P.A.  
14th Floor, Courthouse Tower  
44 West Flagler Street  
Miami, Florida 33130



CFN 2015R077285  
 OR BK 29882 Pg 1460 (1Pgs)  
 RECORDED 12/09/2015 09:27:31  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by/return to:  
 Rhonda Hollander, PA  
 314 South Federal Highway  
 Dania Beach, FL 33004

**NOTICE OF REVOCATION OF AMENDMENTS  
 TO THE DECLARATION OF CONDOMINIUM FOR WINSTON TOWERS 600  
 CONDOMINIUM ASSOCIATION, INC**

The undersigned Board of Directors of Winston Towers 600 Condominium Association, Inc, a condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 11332, Page 2016 of the Public Records of Miami Dade County hereby certify that the amendments recorded at Official Records Book 27529, Pages 1686-1690 were adopted in a manner inconsistent with the applicable provisions of the above referenced condominiums' governing documents and the Florida Condominium Act, and are therefore, void and of no effect retroactive to December 21, 2010, the date of their recording and alleged adoption.

IN WITNESS WHEREOF, we have affixed our hands this 30<sup>th</sup> day of November 2015 at Miami Dade County, Florida.

WITNESSES:

Sign: [Signature]

Print: JORGE L VASCO

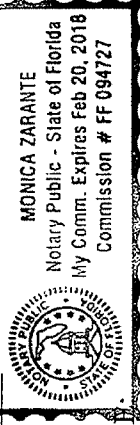
Sign: [Signature]

Print: SANSY VITTO

**WINSTON TOWERS 600  
 CONDOMINIUM ASSOCIATION, Inc.**

By: [Signature]  
 Ruth Matityahu, President

By: [Signature]  
 Eladio Medina, Secretary

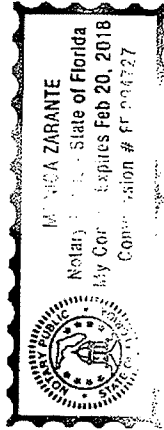


STATE OF FLORIDA:  
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30 day of November, 2015 by Ruth Matityahu, President and Eladio Medina, Secretary for Winston Towers 600 Condominium Association, Inc. a not for profit corporation, who is personally known or provided \_\_\_\_\_ as identification and who did take an oath.

MY COMMISSION EXPIRES: 2/20/18

[Signature]  
 Notary Public, State of Florida





CFN 2015RD777285  
 OR BK 29882 Pg 1460 (1Pss)  
 RECORDED 12/09/2015 09:27:31  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by/return to:  
 Rhonda Hollander, PA  
 314 South Federal Highway  
 Dania Beach, FL 33004

**NOTICE OF REVOCATION OF AMENDMENTS  
 TO THE DECLARATION OF CONDOMINIUM FOR WINSTON TOWERS 600  
 CONDOMINIUM ASSOCIATION, INC**

The undersigned Board of Directors of Winston Towers 600 Condominium Association, Inc, a condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 11332, Page 2016 of the Public Records of Miami Dade County hereby certify that the amendments recorded at Official Records Book 27529, Pages 1686-1690 were adopted in a manner inconsistent with the applicable provisions of the above referenced condominiums' governing documents and the Florida Condominium Act, and are therefore, void and of no effect retroactive to December 21, 2010, the date of their recording and alleged adoption.

IN WITNESS WHEREOF, we have affixed our hands this 30<sup>th</sup> day of November 2015 at Miami Dade County, Florida.

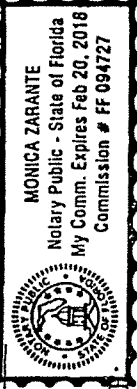
WITNESSES:

Sign: [Signature]  
 Print: Jorge L Valls  
 Sign: [Signature]  
 Print: Sandy DTTD

WINSTON TOWERS 600  
 CONDOMINIUM ASSOCIATION, Inc.

By: [Signature]  
 Ruth Matityahu, President

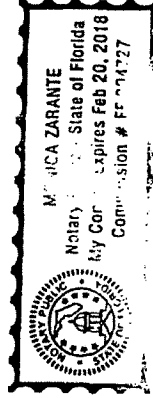
By: [Signature]  
 Eladio Medina, Secretary



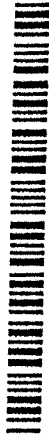
STATE OF FLORIDA:  
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30 day of November, 2015 by Ruth Matityahu, President and Eladio Medina, Secretary for Winston Towers 600 Condominium Association, Inc. a not for profit corporation, who is personally known or provided as identification and who did take an oath.

MY COMMISSION EXPIRES: 2/20/18



[Signature]  
 Notary Public, State of Florida



CFN 2010R0853026  
OR Bk 27529 Pgs 1686 - 1690; (5pgs)  
RECORDED 12/21/2010 15:17:00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF**

**WINSTON TOWERS 600 CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President of Winston Towers 600 Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that the following resolutions were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said Declaration of Condominium and after due notice in accordance with Florida Statute 718 and the Winston Towers 600 Declaration of Condominium.

THEREFORE, the undersigned certifies that the amendments to the Declaration of Condominium for Winston Towers 600, as originally recorded on January 25, 1982, in Official Records Book 11332, Page 2016 of the Public Records of Miami-Dade County, Florida are attached hereto as Exhibit "A" and shall be incorporated as an official amendment to the Declaration of Winston Towers 600 Condominium.

**RESOLVED:** That the Declaration of Condominium for Winston Towers 600 Condominium be and is hereby amended.

WITNESS my signature hereto this 17<sup>th</sup> day of December, 2010 in Miami Dade County, Florida

Witness Print: Harvey Ruvin

Winston Towers 600 Condominium Association, Inc, a Florida Not-for-Profit Corporation

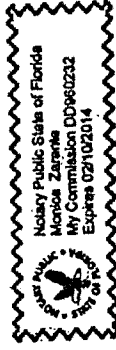
By:   
President/Print: Diana Bland  
Attest:   
Diana Bland

Witness Print: Jose J. Zayas

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me on December 17, 2010 by Diana Bland as President of Winston Towers 600 Condominium Association, who produced Diana Bland as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Winston Towers 600 Condominium Association, Inc., and who did take an oath.

IN WITNESS WHEREOF, I have set my hand and seal in Miami Dade County, Florida this 17 day of December, 2010.



Signature of Notary Public State of Florida

~~2. The stated designee of the Board of Administration shall have fourteen (14) days from the date of the notice sent by the board of Administration within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the apartment owner's notice. Thereupon, the apartment owner shall either accept such offer or withdraw and/or reject the offer specified in his notice of the Board of Administration. Failure of the Board of Administration to designate such person(s) or failure of such person(s) to make such offer within said fourteen (14) day period, or failure of the Board of Administration to make a binding offer to buy, lease, or rent, upon the same terms and conditions specified in the apartment owner's notice which entitled the apartment owner to be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant within ninety (90) days after his notice was given.~~

~~3. The consent of the Board of Administration of the Association shall be in the recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Administration fail to act as herein set forth, and within the time provided herein, the Board of Administration of 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 Board of Administration as herein set forth.~~

(c) Lease

~~The sub-leasing or sub-renting of an apartment owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used, and thereafter, the Board of Administration approval of the lease or sublease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.~~

~~In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions.~~

~~11.1 Occupancy. Except as otherwise herein expressly provided, each Unit shall be used as a residence only and for no other purpose. No business, profession or trade of any type shall be conducted on any portion of the Condominium Property. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Condominium is not disturbed.~~

~~A Unit owned or leased by an individual(s), corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families: (i) the individual Unit Owner(s), (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) the permitted occupants under an approved lease of the Unit (as described below), as the case may be. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of~~



but no fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease to the same tenant. A Unit Owner intending to lease his/her Unit shall give the Association written notice of such intention, together with the name and address of the intended tenant, such other information concerning the intended tenant as the Association shall require, and an executed copy of the proposed lease. In making its determination as to whether to approve a proposed tenant of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin or physical or mental handicap. However, the Board or committee may consider credit history, criminal history, prior history of evictions or foreclosure and if occupancy would automatically cause the occupant to violate any provision of the Condominium governing documents. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Association. Owner may not lease the Unit within the six (6) months of obtaining title to the unit (ownership) regardless of how such title was obtained.

Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease); (ii) and hat a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Association), and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the Unit therefore.

All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

6.1 Interest; Late Fees; Application of Payments. Assessments and installments on such assessment paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of fifteen (15%) percent per annum from the date when due until paid. All payments on account shall be first applied to interest, and then to the assessment payment first due. Assessments and Charges, and installments thereof, not paid within ten (10) days from the first day of the period in which they become due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by law, whichever is less. The Association shall also charge an administrative late fee, in addition to such interest, in an amount not to exceed the greater of twenty five dollars (\$25.00) or five percent (5%) of each installment (unless higher amount is permitted by law) of the assessment for each delinquent installment that the payment is late.