

# Memorandum



**Date:** March 17, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

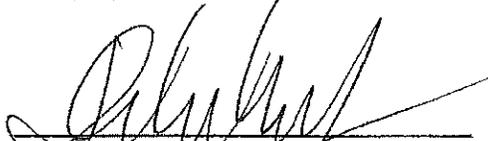
**Subject:** Appeal of the Historic Preservation Board's Decision to Designate as  
Historic Seaway Villas, 9149 Collins Avenue in the Town of Surfside

Agenda Item No. 5(C)

This is an appeal by a private applicant of a decision by the Miami-Dade County Historic Preservation Board, rendered after public hearing on December 18, 2014. This appeal is a quasi-judicial item brought pursuant to Section 16A-15 of the Miami-Dade County Code.

Attached is the Resolution requesting a decision from the Board of County Commissioners on the appeal.

The proposed resolution creates no fiscal impact on Miami-Dade County.

  
\_\_\_\_\_  
Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** March 17, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 5(C)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(C)  
3-17-15

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECIDING THE APPEAL BY MR. GEORGE KARAM OF THE DECISION BY THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD TO DESIGNATE SEAWAY VILLAS, LOCATED AT 9149 COLLINS AVENUE, SURFSIDE, MIAMI-DADE COUNTY, FLORIDA, AS A MIAMI-DADE COUNTY HISTORIC SITE

**WHEREAS**, the Board of County Commissioners of Miami-Dade County conducted a public hearing on the appeal, filed by Mr. George Karam, of the decision by the Miami-Dade County Historic Preservation Board to designate Seaway Villas, located at 9149 Collins Avenue, Surfside, Miami-Dade County, Florida as a Miami-Dade County Historic Site; and

**WHEREAS**, having heard from the parties at public hearing, reviewed the record and the materials included herewith, and being otherwise apprised of the premises,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** The foregoing recitals are approved and incorporated in this Resolution.

**Section 2.** Having considered this matter at a public hearing, the appeal filed by Mr. George Karam of the decision by the Miami-Dade County Historic Preservation Board to designate Seaway Villas, located at 9149 Collins Avenue, Surfside, Miami-Dade County, Florida as a Miami-Dade County Historic Site, is hereby \_\_\_\_\_.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman  
Esteban Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17<sup>th</sup> day of March, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



James Eddie Kirtley

# Memorandum



**Date:** February 11, 2015

**To:** Jack Osterholt, Deputy Mayor/Director  
Department of Regulatory and Economic  
Resources

**From:** Kathleen S. Kauffman *KSK*  
Historic Preservation Chief

**Subject:** Appeal of the Historic Preservation Board's Decision to Designate as Historic Seaway Villas, 9149 Collins Avenue in the Town of Surfside

## Historic Preservation Board Decision

The designation process for Seaway Villas was started at the September 17, 2014 meeting of the Miami-Dade County Historic Preservation Board (HPB), when the HPB approved a petition by owner. On October 15, 2014, HPB staff filed a preliminary evaluation report with the HPB. On November 19, 2014, the HPB approved a one-month deferral of the item and the public hearing was rescheduled for December 18, 2014. On December 18, 2014, after the public hearing, the HPB unanimously approved the designation of Seaway Villas, located at 9149 Collins Avenue, as a Miami-Dade County Historic Site. On January 22, 2015, Mr. George Karam filed an appeal of the HPB's designation of Seaway Villas as a Historic Site.

## Background and Historic Context

Constructed in 1936, Seaway Villas is one of the oldest buildings in the Town of Surfside. It was constructed by the Seaway Corporation, a company that had a strong influence on the character of Surfside in its early development, and it was the first apartment building constructed on the beachfront in Surfside. Today, Seaway Villas remains an excellent example of the early character of Surfside and maintains a high degree of historic integrity. Seaway Villas is significant as an example of early Masonry Vernacular architecture. While Streamline Moderne and Miami Modern (MiMo) style architecture came to characterize Surfside during the height of its development after World War II, modest buildings constructed by the Seaway Corporation set the standard for development that followed. The architecture and placement of the building on the oceanfront, in close proximity to the Surf Club, contributes to the understanding of the historic context and early pioneering architectural heritage of Surfside.

Historic Preservation staff performed a site visit to document Seaway Villas, as well as researched the historic context of the building. Staff determined that Seaway Villas meets the objective criteria for designation as stated in the designation report.

## Appeal Packet Materials

This packet includes the official record and supporting materials from the HPB proceedings pertaining to Seaway Villas.

## TABLE OF CONTENTS

### Exhibit:

- 1 Official Appeal filed by Mr. George Karam on January 22, 2015
- 2 Designation Resolution
- 3 Designation Report
- 4 Designation Presentation made by HP Staff to HP Board
- 5 HP Board Meeting Minutes Pertaining to Seaway Villas from September 17, 2014
- 6 Letter, dated September 24, 2014, to Property Owners Notifying them of Petition by Owner
- 7 HP Board Meeting Minutes Pertaining to Seaway Villas from October 15, 2014
- 8 Letter, dated October 21, 2014, to Property Owners Notifying them of Public Hearing to Consider Designation
- 9 Staff Report from Public Hearing on November 19, 2014
- 10 HP Board Meeting Minutes Pertaining to Seaway Villas from November 19, 2014
- 11 Letter, dated November 24, 2014, to Property Owners Notifying them of Outcome of Public Hearing to Consider Designation
- 12 Letter, dated December 1, 2014, to Property Owners Notifying them of Public Hearing on December 18, 2014 to Consider Designation
- 13 Staff Report from Public Hearing on December 18, 2014
- 14 HP Board Meeting Minutes Pertaining to Seaway Villas from December 18, 2014
- 15 Letter, dated December 23, 2014, to Property Owners Notifying them of Outcome of Public Hearing to Consider Designation
- 16 Follow-up Letter, dated January 15, 2015, to Property Owners Providing the Final Recorded Resolution Designating Seaway Villas

Exhibit 1:  
Official Appeal filed by  
Mr. George Karam on January  
22, 2015



Lucia A. Dougherty  
Tel (305) 579-0603  
Fax (305) 961-5603  
doughertyl@gtlaw.com

January 22, 2015

**VIA HAND DELIVERY**

Clerk of the Board of County Commissioners  
Stephen P. Clark Center  
111 NW 1st Street, Suite 17-202  
Miami, Florida 33128

**Re: Notice of Appeal of Miami-Dade Historic Preservation Board ("HPB"),  
Resolution No. 2014-07**

Dear Members of the Board of County Commissioners:

This firm represents George Karam, and on his behalf, we are filing this Notice of Appeal of HPB Resolution No. 2014-07 (the "Resolution"). On December 18, 2014, the HPB adopted the Resolution, which designated the Seaway Villas, located at 9149 Collins Avenue, Surfside, Florida, as a "Historic Site pursuant to the Metropolitan Dade County Historic Preservation Ordinance (81-13)." The HPB's written decision, a copy of which is attached as Exhibit "A", was issued on January 5, 2015. Pursuant to Section 16A-15 of the Miami-Dade County Code of Ordinances, we hereby file a Notice of Appeal of the Resolution, for the reasons discussed below.

1. The Seaway Villas are in state of significant deterioration and decay, and thereby do not sufficiently embody the "distinctive characteristics of the historically significant Masonry Vernacular with Mediterranean influences architectural style," that would otherwise qualify them for historic designation.
2. Over time, there have been significant modifications to the original structure of the Seaway Villas, thereby altering features or characteristics essential to qualify them for historic designation.
3. Assessments for repairs to the buildings' exteriors can be levied on individual unit owners, however, there is no legally enforceable mechanism with which to enforce such assessments. The "Declaration of Condominium Establishing The Seaway Villas A

Condominium” (the “Declaration”), a copy of which is attached as Exhibit “B”, does not include, or otherwise stipulate, a penalty, or other enforcement mechanism, that can be levied against an owner who fails to pay an assessment for building repairs. Nor is there a formerly designated condominium board, or body, charged with securing and managing financing for building repairs. As such, the burden of repairing the deteriorating exterior of the Seaway Villas falls on individual unit owners.

4. The initial petition submitted to the HPB, to begin historic designation procedures for the Seaway Villas, was initiated by only two (2) unit owners, not the Seaway Villas Condominium Board. However, the two unit owners did not have the requisite standing to petition the HPB for designation of the Seaway Villas and their petition should have been rejected at the outset. Pursuant to the Section III of the “Declaration, the “Apartments” in the condominium, “consist of that area of space which is contained within the undecorated and/or unfinished exposed interior surfaces of the perimeter walls, floors, and ceilings of the APARTMENTS, enclosed balconies and terraces.” Florida law states that an “Association” is responsible for the operation of common elements owned in undivided shares by unit owners, who do not have authority to act for the association by reason of their being a unit owner. See § 718.111(1)(c) and 718.103, Fla. Stat. (2014). The HPB evaluates the structure as a whole, and not the individual units; these two unit owners did not possess an exclusive interest in the “structure,” only their individual units. The Declaration specifically notes that “operation and management of the CONDOMINIUM and all common elements shall be administered by THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.” Since any historic designation of Seaway Villas would strictly encompass the exterior and common elements of the condominium, only the Association, and not an individual/ group of unit owners, may petition as “owners” of the Seaway.
5. The Seaway Villas Condominium Board passed a resolution specifically opposing any historic designation of the structure.
6. The County is precluded from taking any action to designate the Seaway Villas because the Association obtained a demolition permit for the condominium prior to the County’s decision to begin historic designation procedures. Surfside’s Building and Zoning Department issued a “Demolition of Building Permit” to the Association on September 10, 2014, a copy of which is attached as Exhibit “C”. To allow the County to subsequently impose restrictions, or a moratorium, on that demolition permit would run counter to long held tenants of land use and zoning law, and establish a precedent of ex post facto regulations that would have a significant chilling effect on development throughout the County.

For the reasons noted above, we request an appeal of the Resolution. Enclosed please find a check made payable to the Clerk of the Board for \$100.00 for payment of the filing fee.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Lucia A. Dougherty

Enclosures

cc: Mr. George Karam

Ms. Kathleen Kauffman, Office of Historic Preservation

## Exhibit A



MIAMI-DADE COUNTY  
 HISTORIC PRESERVATION BOARD  
 STEPHEN P. CLARK CENTER  
 111 N. W. FIRST STREET  
 MAILBOX 114, LOCATED ON 12<sup>TH</sup> FLOOR  
 MIAMI, FLORIDA 33128  
 305-375-4968



CFN 2015R0030293  
 OR Bk 29458 Pgs 2294 - 2302 (7pgs)  
 RECORDED 01/15/2015 14:47:03  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**MIAMI-DADE HISTORIC PRESERVATION BOARD**

**RESOLUTION NO. 2014-07**

**Seaway Villas  
 9149 Collins Avenue  
 Surfside, FL 33154**

WHEREAS, the Seaway Villas was built in 1936 and was the first apartment building constructed on the beachfront in the Town of Surfside; and

WHEREAS, Seaway Villas is associated with the Seaway Corporation and the Surf Club, both of which had vital roles in the early development of the Town of Surfside; and

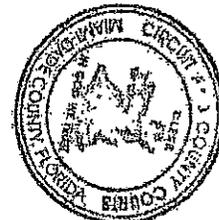
WHEREAS, Seaway Villas represents the pattern of development originally planned for Surfside in the 1920s; and

WHEREAS, Seaway Villas embodies distinctive characteristics of the historically significant Masonry Vernacular with Mediterranean influences architectural style; and

WHEREAS, Seaway Villas contributes to the understanding of the architectural heritage of the Town of Surfside; and

WHEREAS, the reference folio numbers and legal descriptions of the property are as follows (see attached for folio numbers and legal descriptions of each individual condominium unit):

TAX FOLIO NUMBERS:	14-2235-015-0001 (Reference)
LEGAL DESCRIPTION: (Reference)	SEAWAY VILLAS CONDO ALTOS DEL MAR NO 4 PB 10-63 LOTS 4 & 5 BLK 2





MIAMI-DADE COUNTY  
 HISTORIC PRESERVATION BOARD  
 STEPHEN P. CLARK CENTER  
 111 N. W. FIRST STREET  
 MAILBOX 114, LOCATED ON 12<sup>TH</sup> FLOOR  
 MIAMI, FLORIDA 33128  
 305-375-4958

Resolution No. 2014-07  
 Page 2

WHEREAS, Seaway Villas fulfills the following criteria for designation:

Criteria Sec. 16A-10(1)(a), *Are associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, paleontological and architectural history that have contributed to the pattern of history in the community, Miami-Dade County, south Florida, the State or the nation.*

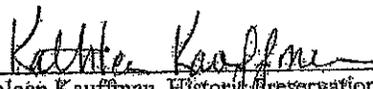
Sec. 16A-10(1)(c), *Embody the distinctive characteristics of a type, period, style, or method of construction or work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction.*

NOW, THEREFORE, BE IT RESOLVED, that the Historic Preservation Board of Miami-Dade County on December 18, 2014 has designated Seaway Villas, located at 9449 Collins Avenue, Surfside, FL as a Historic Site pursuant to the Metropolitan Dade County Historic Preservation Ordinance (31-13) and that all elements of these structures are subject to all rights, privileges and requirements of that ordinance.

  
 \_\_\_\_\_  
 Mitch Novick, Chair  
 Miami-Dade County Historic Preservation Board

01/05/2015  
 \_\_\_\_\_  
 Date

Prepared by:

  
 \_\_\_\_\_  
 Kathleen Kauffman, Historic Preservation Chief  
 Office of Historic Preservation



Seaway Villas  
 Page 2 of 3



MIAMI-DADE COUNTY  
 HISTORIC PRESERVATION BOARD  
 STEPHEN P. CLARK CENTER  
 111 N. W. FIRST STREET  
 MAILBOX 114, LOCATED ON 12<sup>TH</sup> FLOOR  
 MIAMI, FLORIDA 33128  
 305-375-4958

Resolution No. 2014-07

Page 3

Board Members

Vote

Gary Appel	RECUSED
Ruth Campbell	YES
Dr. Adriana Cantillo	YES
Rick Cohen	YES
Dr. Paul George	YES
Robert McKinney	YES
Mitch S. Novick, Chair	YES
Edmundo Perez	ABSENT
JoEllen Phillips	YES
Dr. Enid C. Pinkney	ABSENT FOR VOTE
Ronda Vangates	ABSENT

**STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January 2015, by Mitch Novick, Chair, Miami-Dade County Historic Preservation Board.

Personally Known.

OR

Produced Identification

  
 Signature of Notary Public

Type of Identification Produced:

Elizabeth Fernandez  
 Printed Name of Notary Public  
 ELIZABETH FERNANDEZ  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# EE001071  
 Expires 2/2/2015



X. APPENDIX A: PROPERTY INFORMATION

Address	Folio Number	Legal Description	Property Owner
9149 Collins Ave Unit 101	14-2235-015-0010	Seaway Villas Condo Unit 101 Undiv. 5.00659% Int in Common Elements Clerks File 74R138463 COC-22061-0001 02-2004-5	James Crass IV & Jeffrey Crass Sr. 9149 Collins Avenue Unit 101 Surfside, FL 33154-3142
9149 Collins Ave Unit 102	14-2235-015-0020	Seaway Villas Condo Unit 102 Undiv. 5.00659% Int in Common Elements Clerks File 74R138463 COC-22061-0001 02-2004-5	James Crass IV & Jeffrey Crass Sr. 9149 Collins Avenue Unit 102 Surfside, FL 33154-3142
9149 Collins Ave Unit 103	14-2235-015-0030	Seaway Villas Condo Unit 103 Undiv. 5.00659% Int in Common Elements Clerks File 74R138463 COC-22061-0001 02-2004-5	Chrys & Hilda Kostalik 104 Woodvalley Place Parsippany, NJ 07054-1111 Canada
9149 Collins Ave Unit 104	14-2235-015-0040	Seaway Villas Condo Unit 104 Undiv. 2.90128% Int in Common Elements Clerks File 74R138463 or 12660-1399-0485-1 COC-25924-4264-09-2007-6	Seaway Condo Acquisition LLC 176 NE 43 Street Miami, FL 33137
9149 Collins Ave Unit 105	14-2235-015-0050	Seaway Villas Condo Unit 105 Undiv. 2.90128% Int in Common Elements Clerks File 74R138463 or 12660-1399-0485-1 COC-25924-4264-09-2007-6	Nancy M. Higgins, Jr. 2600 N. Bay Coral Gables, FL 33134
9149 Collins Ave Unit 106	14-2235-015-0060	Seaway Villas Condo Unit 106 Undiv. 2.90128% Int in Common Elements Clerks File 74R138463 or 18575-4383-0499-1 COC-21748-3178-10-2003-1	Katharina Rabago 8008 Collins Avenue Unit 401 Surfside, FL 33154
9149 Collins Ave Unit 107	14-2235-015-0070	Seaway Villas Condo Unit 107 Undiv. 2.90128% Int in Common Elements Clerks File 74R138463 or 18575-4383-0499-1 COC-21748-3178-10-2003-1	Wayne S. Miller 9149 Collins Avenue Unit 107 Surfside, FL 33154

Seaway Villas  
Surfside, FL

DESIGNATION REPORT  
Page 19 of 22

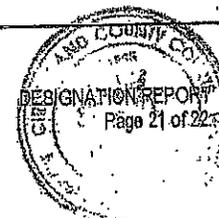


9149 Collins Ave Unit 108	14-2235-015-0080	Seaway Villas Condo Unit 108 Undiv 2.90128% Int In Common Elements Clerks File 74R198468 or 19749-2309 06011	Juan Bernardo Sanjnt 9149 Collins Avenue Unit 108 Surfside, FL 33154-3142
9149 Collins Ave Unit 109	14-2235-015-0090	Seaway Villas Condo Unit 109 Undiv 2.90128% Int In Common Elements Clerks File 74R198468 or 19749-2309 06011	The Seaway Villas Condo Association 9149 Collins Avenue Unit 109 Surfside, FL 33154-3142
9149 Collins Ave Unit 110	14-2235-015-0100	Seaway Villas Condo Unit 110 Undiv 2.90128% Int In Common Elements Clerks File 74R138468 or 19071-1311-3476 19089-3358 02005	Diana & George Humphrey 42 Cutting Way Wayland, MA 01778
9149 Collins Ave Unit 111	14-2235-015-0110	Seaway Villas Condo Unit 111 Undiv 2.90128% Int In Common Elements Clerks File 74R138468 or 19071-1311-3476 19089-3358 02005	Carolina Ramirez 9149 Collins Avenue Unit 111 Surfside, FL 33154
9149 Collins Ave Unit 112	14-2235-015-0120	Seaway Villas Condo Unit 112 Undiv 2.72702% Int In Common Elements Clerks File 74R108453 or 18078-2332 04951 COC 23024-4828-0120051	Manuel & Michelle Valdes 910 Madrid Street Coral Gables, FL 33134-2208
9149 Collins Ave Unit 201	14-2235-015-0140	Seaway Villas Condo Unit 201 Undiv 4.99717% Int In Common Elements Clerks File 74R138468 or 19071-1311-3476 19089-3358 02005	Steven E. Zelnoff 17266 N. Collins Edgewater, VA 20131
9149 Collins Ave Unit 202	14-2235-015-0150	Seaway Villas Condo Unit 202 Undiv 4.99717% Int In Common Elements Clerks File 74R138468 CF 74R184682 or 24106-4726/30 1205-1	Andrea Romero 9149 Collins Avenue Unit 202 Surfside, FL 33154-3142



9149 Collins Ave Unit 203	14-2235-015-0160	Seaway Villas Condo Unit 203 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 741 847 4006	Andrea Romeo 9149 Collins Avenue Unit 203 Surfside, FL 33154-3100
9149 Collins Ave Unit 204	14-2235-015-0170	Seaway Villas Condo Units 204 & 205 Undiv 3.00490% & 3.00490% Int In Common Elements Clerks File 74R138453 COC 23097-2331 08.2004.4	Brian Campbell 900 Brickell Key Boulevard Unit 3203 Miami, FL 33131
9149 Collins Ave Unit 205	14-2235-015-0180	Seaway Villas Condo Unit 205 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 741 847 4006	Allyssa & Bryan Brinkley 9149 Collins Avenue Unit 205 Surfside, FL 33154-3154
9149 Collins Ave Unit 207	14-2235-015-0200	Seaway Villas Condo Unit 207 Undiv 3.13877% Int In Common Elements Clerks File 74R138453 or 19157-1752 0609-1	Faith Doyle 9149 Collins Avenue Unit 207 Surfside, FL 33154-3154
9149 Collins Ave Unit 208	14-2235-015-0210	Seaway Villas Condo Unit 208 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 741 847 4006 COC 23097-2331 08.2004.4	Giovanni & Gina Soriani 9149 Collins Avenue Unit 208 Surfside, FL 33154-3154
9149 Collins Ave Unit 209	14-2235-015-0220	Seaway Villas Condo Unit 209 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 19633-2548 0401-1	Manuel F. & Michells-O. Valdes 910 Madrid Street Coral Gables, FL 33134
9149 Collins Ave Unit 210	14-2235-015-0230	Seaway Villas Condo Unit 210 Undiv 2.00490% Int In Common Elements Clerks File 74R138453 or 741 847 4006	Mike & Kristi 9149 Collins Avenue Unit 210 Surfside, FL 33154-3154
9149 Collins Ave Unit 211	14-2235-015-0240	Seaway Villas Condo Unit 211 Undiv 2.35023% Int In Common Elements Clerks File 74R138453 or 8471 1555	L.D. Chamberland 27-Briardale Crescent Ottawa Ontario K2E 1C3 Canada

Seaway Villas  
Surfside, FL



9149 Collins Ave Unit 214	14-2235-015-0260	Seaway Villas Condo Unit 214 Undiv. 2.3125% Int In Common Elements Clerks File 74R138453 or 14260-858 0989 2	Harvey/Nonis 9149 Collins Avenue Unit 214 Seaside, FL 33154-1421
9149 Collins Ave Unit 215	14-2235-015-0270	Seaway Villas Condo Unit 215 Undiv. 2.3125% Int In Common Elements Clerks File 74R138453 or 14260-858 0989 2	Harvey/Nonis 9149 Collins Avenue Unit 215 Seaside, FL 33154-1421
9149 Collins Ave Unit 301	14-2235-015-0280	Seaway Villas Condo Unit 301 Undiv. 4.16352% Int In Common Elements Clerks File 74R138453 GCC 22647-0367 07 2004 1	Peter & Gael Love 115 Sunken Meadow Road Northpoint, NY 11768
9149 Collins Ave Unit 302	14-2235-015-0290	Seaway Villas Condo Unit 302 Undiv. 4.16352% Int In Common Elements Clerks File 74R138453 GCC 22647-0367 07 2004 1	Patricia Cohen 10275 Collins Avenue Unit 610 Bal Harbour, FL 33154-1421
9149 Collins Ave Unit 303	14-2235-015-0300	Seaway Villas Condo Unit 303 Undiv. 4.16352% Int In Common Elements Clerks File 74R138453 GCC 22647-0367 07 2004 1	Drew Peraza 10275 Collins Avenue Unit 610 Bal Harbour, FL 33154-1421

STATE OF FLORIDA, COUNTY OF DADE  
 I HEREBY CERTIFY that this is a true copy of the  
 original filed in this office on

JAN 15 2015

WITNESS my hand and Official Seal  
 HARVEY RUBIN, CLERK, of Circuit and County Courts

*Miriam Falcon*  
 D.C.

MIRIAM FALCON #76047



Seaway Villas  
 Surfside, FL

DESIGNATION REPORT  
 Page 22 of 22

## **Exhibit B**



OWNERS thereof, except where permissive variances therefrom appear in this DECLARATION and the By-Laws and ARTICLES OF INCORPORATION of THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

The definitions contained in the Condominium Act shall be the definition of like terms as used in this DECLARATION unless other definitions are specifically set forth. As the term is used herein, "APARTMENT" shall be synonymous with the term "UNIT" as defined in said Act, and the term "APARTMENT OWNER" synonymous with the term "UNIT OWNER" as defined therein.

"Institutional first mortgagee," as the term is used in this DECLARATION, shall mean a Bank, Insurance Company, Federal Savings and Loan Association, Building and Loan Association, or Pension Fund, or an assignee of such mortgagee. "ACT" shall mean the Florida Condominium Act, Section 711, Florida Statutes (1967), and Amendments thereto.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

That attached hereto and made a part hereof is an EXHIBIT A, being a survey of the land and graphic description and plot plans of the improvements constituting the CONDOMINIUM identifying the common elements and limited common elements, and their respective locations and approximate dimensions. Said survey and plot plans were prepared by Zurwelle-Whittaker, Inc., registered Land Surveyors, and are certified in the manner required by the Condominium Act. Each APARTMENT in the CONDOMINIUM is identified and designated by a specific number on EXHIBIT A and no APARTMENT bears the same designation as any other APARTMENT.

III

OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES

Each APARTMENT shall be conveyed as an individual property capable of independent use and fee simple ownership, and the owner or owners of each APARTMENT shall own, as an appurtenance to the ownership of each said APARTMENT, an undivided share of all common elements of the CONDOMINIUM; the undivided share in the common elements appurtenant to each APARTMENT and specifically assigned thereto are shown on EXHIBIT B attached hereto and made a part hereof and entitled: "Schedule of Proportionate Shares" (expressed in percentages) in Common Elements appurtenant to APARTMENTS in THE SEAWAY VILLAS, A CONDOMINIUM.

2

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each Apartment owner's share of the ownership of the common elements as shown on EXHIBIT B

The expenses for taxes, insurance and maintenance set forth in ARTICLE III of that certain Parking License Agreement entered into between SEAWAY VILLAS ASSOCIATES and THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC. attached hereto as EXHIBIT C are herewith and hereby declared to be a common expense

APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The APARTMENTS in the CONDOMINIUM consist of that area of space which is contained within the undecorated and/or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the APARTMENTS, enclosed balconies and terraces, the boundaries of which APARTMENTS will be specifically shown on EXHIBIT A to be attached herein, the dark solid lines on the floor plans (broken occasionally to indicate doors or passageways) showing the perimetrical boundaries of the APARTMENTS, and the "Elevation Profile" on said EXHIBIT A showing the upper and lower boundaries

The common elements consist of all portions of the Condominium Property shown on EXHIBIT A, excluding the APARTMENTS and LIMITED COMMON ELEMENTS

Limited Common Elements of the CONDOMINIUM consist of those portions of the building shown as wood deck contiguous to the APARTMENTS, but not included as part of the APARTMENTS, as shown on EXHIBIT A, and such limited common elements are reserved for the exclusive use of the APARTMENT to which each is contiguous.

V.

ADMINISTRATION OF CONDOMINIUM BY THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

The operation and management of the CONDOMINIUM and all common elements shall be administered by THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "ASSOCIATION."

The ASSOCIATION shall have all of the powers and duties incident to the operation of the CONDOMINIUM as set forth in the DECLARATION and the ASSOCIATION'S By-Laws and Articles of Incorporation, as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this DECLARATION and said By-Laws and Articles. True and correct copies of the Articles of Incorporation and By-Laws of THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC. are attached hereto, made a part hereof, and marked EXHIBIT C and EXHIBIT D, respectively.

3

VI

MEMBERSHIP AND VOTING RIGHTS

Membership in the ASSOCIATION shall be established by the acquisition of fee title to an APARTMENT in the CONDOMINIUM, or by the acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to his entire fee ownership interest in any APARTMENT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more APARTMENTS, or who may own a fee interest in two or more APARTMENTS, so long as such party shall retain title to a fee ownership interest in any APARTMENT.

On all matters on which membership is entitled to vote, there shall be only one vote for each APARTMENT in the CONDOMINIUM, which vote may be exercised by the owner or owners of each APARTMENT in the manner provided by the By-Laws of the ASSOCIATION. Should any member own more than one APARTMENT in the CONDOMINIUM, such member shall be entitled to exercise as many votes as he owns APARTMENTS.

VII

COMMON EXPENSES, ASSESSMENTS, COLLECTION,  
LIEN AND ENFORCEMENT, LIMITATIONS

A) The Board of Directors of the ASSOCIATION shall establish an annual budget in advance of each fiscal year which shall correspond with the calendar year, to project and determine the amount of the common expenses which may be required for the proper operation, management and maintenance of the CONDOMINIUM, and to allocate and assess such common expenses among the APARTMENT Owners according to the share that each is required to pay. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed 15% of the total projected common expenses for the year. Each APARTMENT Owner shall be liable for the payment to the ASSOCIATION of his proportionate share of the common expenses as determined in said budget, which share shall be in the same proportion as is such APARTMENT Owner's share of ownership in the common elements as shown on EXHIBIT B.

The annual assessment levied against each APARTMENT shall be payable monthly on the first day of each and every month, or at such other intervals or times which the Board of Directors may establish. At the end of each fiscal year, any funds in excess of the amounts required to pay the common expenses during such year (which common expenses may include the operating reserve hereinbefore mentioned) shall be held by the ASSOCIATION and shall apply toward the payment of assessments for the ensuing year.

4

B) Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the ASSOCIATION in the operation and management of the CONDOMINIUM and to provide for emergencies, repair and replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the CONDOMINIUM, shall not be levied without the prior approval of the members owning at least a majority of the APARTMENTS in the CONDOMINIUM.

C) The liability for any assessment or portion thereof may not be avoided by an APARTMENT Owner or waived by reason of such APARTMENT Owner's waiver of the use and enjoyment of any of the common elements of the CONDOMINIUM or by his abandonment of his APARTMENT.

D) An assessment or installment thereon not paid within ten (10) days from the date upon which it is due, shall be deemed delinquent and shall bear interest thereon at the rate of 10% per annum from its due date, and shall remain delinquent until fully paid, together with accrued interest. If such delinquency is not made good within fifty (50) days from the date the same occurred, the balance of the annual assessment remaining unpaid shall become immediately due and payable, and the ASSOCIATION may proceed to collect the same in any manner provided by Law, including, without limitation, the foreclosure of its lien as provided in the Condominium Act.

E) The provisions of Section 711.15 of the Florida Statutes (Laws 1963, Chapter 63-35, Section 15, As Amended; Laws 1965, Chapter 65-307, Section 6), where the same are not in conflict with other provisions of this ARTICLE VII of this DECLARATION, are incorporated herein by reference and made a part hereof.

F) The lien provided for in Section (4) of Section 711.15 of the Florida Statutes shall also secure reasonable attorney's fees and costs incurred by the ASSOCIATION incident to the collection of assessments and/or enforcement of the lien therefor, as well as any sums expended by the ASSOCIATION to protect the security of its lien.

G) The holder of a first mortgage acquiring title to an APARTMENT by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall not be liable for the share of common expenses or assessments pertaining to such APARTMENT or chargeable to the former APARTMENT OWNER, which became due prior to such acquisition of title. Such unpaid share of common expenses shall be collectible from all of the APARTMENT Owners, including the acquirer of title.

H) Notwithstanding the obligation of each APARTMENT Owner to pay his proportionate share of the common expenses in accordance with EXHIBIT B as herein provided, until October 1, 1975, the DEVELOPER shall only be required to pay as its share of the common expenses with reference

to APARTMENTS owned by it, the difference between the ASSOCIATION'S common expenses and the sums collected for common expenses assessed and charged to APARTMENTS to which the DEVELOPER has conveyed title. After October 1, 1975 DEVELOPER will be assessed for common expenses upon the APARTMENTS owned by it as other APARTMENT Owners are assessed.

VIII

INSURANCE COVERAGE, USE AND DISTRIBUTION  
OF PROCEEDS, REPAIR OR RECONSTRUCTION  
AFTER CASUALTY

A) All insurance policies upon the CONDOMINIUM property shall be purchased by the ASSOCIATION. The named insured shall be the ASSOCIATION, and the APARTMENT Owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the APARTMENT Owners and their mortgagees.

B) The ASSOCIATION shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier; or, if approved by the Board of Directors, such insurance may be carried on not less than an 80% co-insurance basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The ASSOCIATION shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the ASSOCIATION and its members. All liability insurance maintained by the ASSOCIATION shall contain cross liability endorsements to cover liability of the APARTMENT Owners as a group to each APARTMENT Owner.

The ASSOCIATION may carry such other insurance, or obtain such other coverage, as the Board of Directors may determine to be desirable. Employer's Liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

C) The premiums upon all insurance policies shall be paid by the ASSOCIATION as a common expense.

D) Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the ASSOCIATION and the institutional first mortgagees in which have been issued loss payable mortgagee endorsements.

In the event of any loss, damage or destruction to the insured premises that is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the ASSOCIATION'S funds, the institutional first

8706 is 223

mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the ASSOCIATION; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of 4% of the amount of coverage under the ASSOCIATION'S casualty insurance policy or policies then existing, in order to restore, repair and reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the CONDOMINIUM improvements shall be payable to the ASSOCIATION, and all institutional first mortgages which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the APARTMENTS in the CONDOMINIUM, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the CONDOMINIUM improvements. Disbursements from such construction fund by such institutional first mortgagee shall be in accordance with such institution's usual and customary construction loan procedures. A fee not to exceed one percent (1%) of the amount of such fund may be charged by such institutional first mortgagee for its services in the administration of the construction fund, and such fee shall be treated by the ASSOCIATION as a common expense. Any sums remaining in the construction fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the ASSOCIATION and held for, and/or distributed to the APARTMENT Owners in proportion to each APARTMENT Owner's share of the common surplus. If the insurance proceeds payable as a result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the ASSOCIATION shall levy a special assessment against the APARTMENT Owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the APARTMENTS, such mortgagees may agree between or among themselves as to which one shall administer the construction fund, or may agree that such fund be placed with and administered by a title company.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Directors may determine that it is in the best interests of the ASSOCIATION to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional mortgage shall be required to cause such insurance proceeds to be made available to the ASSOCIATION prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the ASSOCIATION to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously

7

as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any APARTMENT, unless an appropriate amendment be made to this DECLARATION.

E) Where physical damage has been sustained to the CONDOMINIUM improvements and the insurance proceeds have not been paid into a construction fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an APARTMENT, shall be entitled to receive that portion of the insurance proceeds apportioned to said APARTMENT in the same share as the share in the common elements appurtenant to said APARTMENT.

F) If substantial loss, damage or destruction shall be sustained to the CONDOMINIUM improvements, and at a Special Members' Meeting called for such purpose, the Owners of at least 75% of the APARTMENTS in the CONDOMINIUM vote and agree in writing that the damaged property will not be repaired or reconstructed, the CONDOMINIUM shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering APARTMENTS.

G) Notwithstanding anything contained in this Article VIII to the contrary, an institutional first mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged APARTMENT in the same share as the share in the common elements appurtenant to such APARTMENT, in the event:

- 1) Its mortgage is not in good standing and is in default; or
- 2) The insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the ASSOCIATION has not made additional funds available for such purpose; or
- 3) It is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

IX.

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

A) Each APARTMENT Owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all airconditioning and heating equipment, electrical and

plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewerage and sanitary service to his APARTMENT and which may now or hereafter be affixed or contained within his APARTMENT. Such Owner shall further be responsible for maintenance, repair and replacement of all windows enclosing his APARTMENT although such equipment not be located in the APARTMENT, and of any and all wall, ceiling and floor surfaces, painting, decoration and furnishings and all other accessories which such Owner may desire to place or maintain therein.

B) The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the APARTMENTS. Painting and cleaning of all exterior portions of the building, including exterior doors (but not including windows enclosing APARTMENTS), shall also be the ASSOCIATION'S responsibility. Should any damage be caused to any APARTMENT by reason of any work which may be caused to be done by the ASSOCIATION in the maintenance repair or replacement of the common elements, the ASSOCIATION shall bear the expense of repairing such damage.

C) Where loss, damage or destruction is sustained by casually to any part of the building, whether interior or exterior, whether inside an APARTMENT or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an APARTMENT, and such loss, damage or destruction is insured for such casualty under the terms of the ASSOCIATION'S casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the APARTMENT Owners shall be specifically assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is an APARTMENT Owner's responsibility to maintain.

X

#### USE RESTRICTIONS

A) Each APARTMENT is hereby restricted to residential use by the Owner or Owners thereof, the adult member of their immediate families, guests and invitees. No child who has not attained the age of twelve (12) years may reside permanently on the premises provided that children under twelve (12) may temporarily reside on the premises for a period not to exceed fifteen (15) days in any one calendar year unless otherwise consented to by the Board of Directors.

B) No nuisances shall be allowed to be committed or maintained upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No APARTMENT Owner shall permit any use of his APARTMENT or make such use of the common elements that will increase the cost of insurance upon the Condominium property.

C) No immoral, improper, offensive use shall be made of the Condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No Apartment Owner shall use his apartment or permit the same to be used for transient, hotel or commercial purpose.

D) Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the ASSOCIATION as provided by its Articles of Incorporation and By-Laws.

E) No dogs shall be allowed on the common elements. Owners, when walking their dogs, shall carry them in and out of the common elements of the building. Permission to keep any manner of pets in or upon the premises applies only to the original purchaser of an apartment from the Developer and/or the original pet. Once the original apartment owner shall cease to be a member of the Association or once the original pet shall cease to be kept upon the premises, then such successor apartment owner shall not be permitted to keep a pet upon the premises nor shall an original apartment owner replace any pet previously kept on the premises.

F) Until Developer has closed all of the sales of the Apartments in the Condominium, neither the other Apartment Owners nor the Association shall interfere with the sale of such Apartments. Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model apartments, the showing of the property and the display of signs.

XI.

LIMITATIONS UPON RIGHT OF OWNER  
TO ALTER OR MODIFY APARTMENT

No Owner of an APARTMENT shall permit therein to be made any structural modifications or alterations without first obtaining the written consent of the Board of Directors, which consent may be withheld in the event that a majority of the Board of Directors of the ASSOCIATION shall determine that such structural modifications or alterations would adversely affect or in any manner endanger the CONDOMINIUM building in part or in its entirety. Such consent shall not unreasonably or arbitrarily be withheld if there is no danger as to an adverse effect upon other portions of the building.

If the modification or alteration desired by the Owner of any APARTMENT involves the removal of any permanent interior partition, the Board of Directors shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting common elements located thereon. No Owner shall cause any improvements or changes to be made to the common elements, limited Common elements, or to the exterior of the CONDOMINIUM, including painting or other decoration, or the installation of awnings, screens, shutters, electrical wiring, television or radio antenna,

machines or airconditioning units, which may protrude through or be attached to the walls of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such APARTMENT, including the enclosing of any balcony, without the written consent of the Board of Directors being first had and obtained.

XII.

ADDITIONS, ALTERATIONS OR IMPROVEMENTS  
BY THE ASSOCIATION

Whenever in the judgment of the Board of Directors the Condominium property shall require additions, alterations or improvements which shall cost in excess of three-hundredths of one percent (.003) of the total amount of the ASSOCIATIONS' casualty insurance coverage, and the making of such additions, alterations or improvements shall have been approved by a majority of the APARTMENT Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall specially assess all APARTMENT Owners for the cost thereof as a common expense. Any addition, alteration or improvements costing in excess of two percent (2%) of the total amount of such insurance coverage shall also require the written consent of institutional mortgagees holding mortgages encumbering at least five of the APARTMENTS in the CONDOMINIUM. Additions, alterations or improvements costing less than the (.003) figure as above-mentioned, may be made by the Board of Directors without the approval of the APARTMENT Owners, the cost thereof being a part of the common expenses.

XIII

SALE AND LEASING OF APARTMENTS, ASSOCIATIONS'  
RIGHT OF FIRST REFUSAL, EXCEPTIONS

A) With the exception of transfers of ownership of any APARTMENT by one Co-tenant to another, should an APARTMENT Owner desire to sell or lease his APARTMENT, the ASSOCIATION shall have and is hereby given and granted the right of first refusal to purchase or lease such APARTMENT, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such Owner may have received for the sale or lease of his APARTMENT. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and in the case of an offer to purchase, accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price. Whenever an APARTMENT Owner has received a bona fide offer to purchase or lease his APARTMENT, such Owner shall notify the Board of Directors in writing of his desire to accept such offer, stating the name, address, business, occupation or employment of the offeror, an executed copy of the bona fide offer for such purchase or lease to accompany the notice. The ASSOCIATIONS' right of first refusal includes the right of the ASSOCIATION to designate another person or entity to take

11

title to the APARTMENT or to lease the same in the event the ASSOCIATION exercises its right of first refusal. If the ASSOCIATION, upon the written approval of the Owners of a majority of the APARTMENTS, in the CONDOMINIUM, elects to exercise its option to purchase or lease (or cause the same to be purchased or leased by its designee) the ASSOCIATION shall notify the APARTMENT Owner desiring to sell or lease, of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such Owner within fourteen (14) days from the ASSOCIATION'S receipt of the Owner's notice. Said notice by the ASSOCIATION to the Owner, in order to be effective, must be accompanied by a binding written offer on the part of the ASSOCIATION, containing the same terms and conditions as the original offer to the APARTMENT Owner, and, if an offer to purchase shall be accompanied by an earnest money deposit of at least 10% of the purchase price. The APARTMENT shall then be purchased or leased by the ASSOCIATION, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any APARTMENT Owner has notified the Board of Directors of the ASSOCIATION of his desire to sell or lease as hereinabove provided, such Owner shall be free to consummate such sale or lease of his APARTMENT unless the ASSOCIATION, within fourteen (14) days from its receipt of the Owner's required notice, has notified such Owner of its exercise of its right of first refusal. In such event, the Owner shall not sell or lease the APARTMENT to any other than the party designated to the Board of Directors in the Owner's original notice required hereunder, nor for any lower purchase price or rental, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the ASSOCIATION, without again giving the ASSOCIATION the right to first refusal upon such new terms.

B) Notwithstanding the provisions of this Article XIII the Board of Directors may affirmatively approve and give its consent to such proposed sale or lease, and may do so without the approval of the members of the ASSOCIATION, provided that a majority of the Board of Directors concur and evidence such concurrence in writing, delivered to the APARTMENT Owner desiring to sell or lease his APARTMENT.

C) Any purported sale or lease of an APARTMENT where the Owner has failed to comply with the foregoing provisions of this Article XIII, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale or lease transaction, such consummation to be evidenced by occupancy of the APARTMENT; and provided, further, that the ASSOCIATION commence an action within such ninety (90) day period to have the same declared void.

D) Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of an APARTMENT in the CONDOMINIUM, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIII, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage taken by such institutional mortgagee to secure such loan.

E) Any lease approved by the Board of Directors shall provide that it may not be extended or assigned without the approval of the Board of Directors, and the lessee may not sublet without such approval. Any lessee occupying an APARTMENT under an approved lease, shall be

fully subject to the terms of this DECLARATION and the By-Laws of the ASSOCIATION, and such lease shall be subject to cancellation if the lessee thereunder shall fail to comply with the rules and regulations contained herein or which may hereafter be established by the ASSOCIATION.

F) The right of first refusal granted to the ASSOCIATION shall not apply or be operative to any foreclosure or other judicial sale of an APARTMENT, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the ASSOCIATIONS' right of first refusal relative to the sale or lease of an APARTMENT.

G) All of the terms and provisions of this ARTICLE XIII set forth hereinabove relative to the ASSOCIATIONS' right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to an APARTMENT by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, lease or otherwise dispose of such APARTMENT as it may deem in its best interest, without first offering the same to the Board of Directors and without any restriction whatsoever. The exceptions to the right of first refusal as set forth in this section of this Article XIII shall be fully applicable to the DEVELOPER, which likewise shall have the unrestricted right to sell or lease APARTMENTS which it owns in the CONDOMINIUM.

XIV.

AMENDMENT OF DECLARATION

This DECLARATION may be amended by the vote of the members of the ASSOCIATION owning at least 75% of the APARTMENTS in the CONDOMINIUM, cast in person or by proxy at a meeting duly held in accordance with the By-Laws and Articles of Incorporation of the ASSOCIATION, provided, however, that any such proposed amendment must be first approved by institutional first mortgagees holding mortgages encumbering one-third or more APARTMENTS, and, provided further, no amendment to this DECLARATION shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the DEVELOPER without the consent of all such mortgagees or the DEVELOPER, prior to October 1, 1975, as the case may be. After that date, this DECLARATION may be amended in the manner provided for without the consent of the DEVELOPER, even if such amendment affects the DEVELOPER'S rights, provided such amendment, if any, affecting the DEVELOPER'S rights, does not act to discriminate against the DEVELOPER as a unit owner.

XV.

TERMINATION OF CONDOMINIUM

Except as otherwise provided in ARTICLE VIII, Paragraph (f), of this Declaration, the Condominium created and established hereby may only be terminated upon the vote of members of the ASSOCIATION owning 100% of the APARTMENTS in the CONDOMINIUM, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the APARTMENTS.

XVI

ENCROACHMENTS

If any portion of the common elements now encroaches upon any APARTMENT, or if any APARTMENT now encroaches upon any other APARTMENT or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XVII

ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The ASSOCIATION shall at all times maintain a register setting forth the names of all Owners of APARTMENTS in the CONDOMINIUM, and any purchaser or transferee of an APARTMENT shall notify the ASSOCIATION of his interest in such APARTMENT. APARTMENT Owners shall also notify the ASSOCIATION of the names of any party holding a mortgage upon any APARTMENT in order that the ASSOCIATION may keep a record of same.

XVIII.

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an APARTMENT in the CONDOMINIUM shall have the right to cause the ASSOCIATION to create and maintain an Escrow Account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the ASSOCIATION is required to keep in existence, it being understood that the ASSOCIATION shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said Escrow Account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XIX.

REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM

In the event that during the year in which the

CONDOMINIUM is established, real property taxes are assessed against the Condominium property as a whole, such taxes will be paid by the ASSOCIATION as a common expense. Taxes apportioned to any APARTMENTS sold by the DEVELOPER will be paid by the DEVELOPER and its purchaser in accordance with their respective pro-rata shares.

XX

DESIGNATION AND ASSIGNMENT  
OF PARKING SPACES

Each Apartment Owner shall have the right to the exclusive use of one automobile parking space, the exact location and designation of which shall be assigned and established by the ASSOCIATION at the time of the initial conveyance of title to an Apartment. The grant of the right to the exclusive use of one automobile parking space shall be evidenced by separate instrument executed by the ASSOCIATION in a non-recordable form and delivered to the Apartment Owner at the time such Owner acquires fee title to his Apartment. An executed copy of the instrument granting such right shall be maintained by the ASSOCIATION. The ASSOCIATION may maintain a plot plan showing the respective locations of the parking spaces so exclusively assigned.

It is understood that the interest of the ASSOCIATION in and to the parking space assigned to the Apartment Owner is that of a licensee without any estate or interest therein and the DEVELOPER, as licensor, retains the absolute right, power and authority to relocate such parking space in accordance with EXHIBIT E attached. The Apartment Owner shall have no greater interest in and to the assigned parking space as that held by its assignor.

The use of such assigned parking space by the Apartment Owner shall be and is subject to all of the terms and provisions of that certain parking license Agreement heretofore entered into between the licensor and licensee, a copy of which is attached to this DECLARATION as EXHIBIT E hereof.

XXI

RESPONSIBILITY OF APARTMENT OWNERS

The Owner of each Apartment shall be governed by and shall comply with the provisions of this DECLARATION as well as the By-Laws and Articles of Incorporation of the ASSOCIATION. Any Apartment Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

15

In any action brought against an Apartment Owner by the ASSOCIATION for damages, or injunctive relief due to such Apartment Owner's failure to comply with the provisions of this DECLARATION or By-Laws, of the ASSOCIATION, or any rules and regulations promulgated by the Board of Directors, the ASSOCIATION shall be entitled to reasonable attorney's fees and costs incurred by it in connection with the prosecution of such action.

XXII.

WAIVER

The failure of the ASSOCIATION, an APARTMENT Owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or the By-Laws and Articles of Incorporation of the ASSOCIATION, or the failure to insist upon the compliance with same shall not constitute a waiver of the ASSOCIATION, such Apartment Owner or institutional first mortgagee, to enforce such right, provision, covenant or condition, or insist upon the compliance with same in the future.

XXIII.

CONSTRUCTION

The provisions of this DECLARATION shall be liberally construed so as to effectuate its purposes. The invalidity of any provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this DECLARATION.

XXIV.

GENDER

The use of the masculine gender in this DECLARATION shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXV.

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this DECLARATION nor the intent of any provisions hereof.

IN WITNESS WHEREOF, SEAWAY VILLAS ASSOCIATES, a partnership, has caused these presents to be executed by MEYER KOTLER, a partner, SAMUEL KOTLER, a partner, and THEODORE R. NELSON, a partner, this 13 day of June, A.D. 1974.

SEAWAY VILLAS ASSOCIATES  
A Partnership.

Signed, sealed, and delivered in the presence of.

*Victor V...*  
*Raymond E...*

By *Meyer Kotler*  
Meyer Kotler

By: *Theodore R. Nelson*  
Theodore R. Nelson

By: *Samuel Kotler*  
Samuel Kotler

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF DADE )

BEFORE ME the undersigned authority, personally appeared MEYER KOTLER, SAMUEL KOTLER and THEODORE R. NELSON, who acknowledged before me that they did execute the foregoing DECLARATION of CONDOMINIUM on behalf of the Partnership, known as SEAWAY VILLAS ASSOCIATES, pursuant to the authority given under Paragraph 5 of the Partnership Agreement, dated June 26, 1973.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 13 day of June, 1974.

*Victor V...*  
Notary Public, State of Florida

My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXPIRES APR. 14, 1977  
FOR STATE GENERAL INSURANCE UNDERWRITERS

8706 pg 234

THE SEAWAY VILLAS A CONDOMINIUM

SCHEDULE OF PROPORTIONATE SHARE ( EXPRESSED IN PERCENTAGES )

<u>DESCRIPTION</u> <u>NO. OF UNIT OR APT.</u>	<u>% PER UNIT OR APT.</u>
101	5.11021
102	5.00659
103	4.53561
104	2.90128
105	4.53561
106	2.90128
107	2.99077
108	2.90128
109	2.84967
110	2.90128
111	1.99228
112	2.72702
114	1.19160
201	4.99717
202	4.99717
203	4.50735
204	3.00490
205	4.53090
206	3.00490
207	3.13677
208	3.00490
209	3.00490
210	3.00490
211	2.35023
212	2.85889
214	2.31255
215	4.41315
301	4.16352
302	4.16352
	100.00000 %

EXHIBIT 0

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

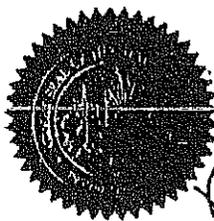
CERTIFICATE OF INCORPORATION

OF

THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of  
Florida, filed on the 10th day of June, A.D., 1974,  
as shown by the records of this office.

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
11th day of June,  
A.D., 1974.



*Richard (Dick) Stone*  
SECRETARY OF STATE

colp-04  
9 28 72

EXHIBIT "C"

8706 PG 236

FILED  
JAN 10 3 45 PM '74  
TALLAHASSEE, FLORIDA  
STATE

ARTICLES OF INCORPORATION  
OF  
THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of a corporation not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth.

I.

The name of the proposed corporation shall be:

THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

II.

The purposes and objects of the corporation shall be to administer the operation and management of THE SEAWAY VILLAS, A CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM"), an apartment housing project to be established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Dade County, Florida, to-wit:

LOTS 4 and 5, Block 2, ALTOS DEL MAR NUMBER 4, as recorded in Plat Book 10, at Page 63, of the Public Records of Dade County, Florida,

and to undertake the performance of the acts, and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Dade County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a Plan of Condominium Ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said CONDOMINIUM. The corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

1. The corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered.

2. The corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including but not limited to the following:

a) To make and establish reasonable rules and regulations governing the use of APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS in said CONDOMINIUM, as said terms may be defined in said Declaration of Condominium to be recorded,

b) To levy and collect assessments against members of the corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating,

leasing, managing and otherwise trading and dealing with such property, whether real or personal, including APARTMENTS in said CONDOMINIUM, which may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in said Declaration of Condominium.

c) To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

d) To contract for the management of the CONDOMINIUM and to delegate to such contractor all of the powers and duties of the ASSOCIATION except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Corporation.

e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of said CONDOMINIUM as same may be hereafter established.

f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Condominium aforementioned.

IV.

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

1. The owners of all APARTMENTS in the CONDOMINIUM shall be members of the corporation, and no other persons or entities shall be entitled to membership, except as provided in Item (5) of Article IV.

1. Membership shall be established by the acquisition of fee title to an APARTMENT in the CONDOMINIUM, or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any APARTMENT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more APARTMENTS, so long as such party shall retain title to a fee ownership interest in any APARTMENT.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his APARTMENT. The funds and assets of the corporation shall be subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each APARTMENT in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each APARTMENT in such manner as may be provided in the By-Laws hereafter adopted by the corporation. Should any member own more than one APARTMENT, such member shall be entitled to exercise or cast as many votes as he owns APARTMENTS, in the manner provided by said By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of subscribers to these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Corporation shall have perpetual existence.

VI

The principal office of the Corporation shall be located at 9149 Collins Avenue, Surfside, Florida, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice-Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the CONDOMINIUM, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII.

The number of members of the first Board of Directors of the corporation shall be five. The number of members of succeeding Boards of Directors shall be not less than three nor more than nine. The members of the Board of Directors shall be elected by the members of the Corporation

at the Annual Meeting of the membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, until such time as SEAWAY VILLAS ASSOCIATES, a partnership, (hereinafter referred to as DEVELOPER) sells all of the APARTMENTS in the CONDOMINIUM, or until October 1, 1975, whichever shall first occur, it shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Corporation, and such persons so selected by DEVELOPER need not be members of the Corporation. DEVELOPER may designate and select the persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the corporation

IX

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall 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, that the office of the President and Vice-President shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person.

X.

The names and Postoffice addresses of the first Board of Directors, who, subject to the provisions of these Articles of Incorporation, the By-Laws

and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

MEYER KOTLER	9577 Harding Avenue Suntide, Florida
THEODORE R. NELSON	1135 Kane Concourse Bay Harbor Islands, Florida
MICHAEL K. FELDMAN	1135 Kane Concourse Bay Harbor Islands, Florida

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which subscribers and their respective postoffice addresses are more particularly set forth in Article X above.

XII.

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

PRESIDENT	MEYER KOTLER
SECRETARY-TREASURER	THEODORE R. NELSON

XIII.

The original By-Laws of the Corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of the members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

XIV.

Every Director and every officer of the Corporation shall be indemnified by the Corporation 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 Corporation, 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 any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approved such settlement and reimbursement as being in the best interest of the Corporation. 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.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the APARTMENTS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officers of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fifteen (15) days nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall

be mailed or presented personally to each member not less than ten nor more than thirty (30) days before the date set for such Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his postoffice address as it appears on the records of the Corporation, 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 the Corporation, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the APARTMENTS in the CONDOMINIUM in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Dade County, Florida, within fifteen (15) days from the date on which the same are so registered. At any Meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation 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 the Corporation at or prior to such Meeting.

Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of the DEVELOPER to designate and select members of each Board of Directors of the Corporation, as provided in Article VIII hereof, may be adopted or become effective without the prior consent of said DEVELOPER.

No amendment to these Articles of Incorporation shall be adopted

which would operate to prejudice or impair the rights or privileges of any institutional first mortgagee as such rights and privileges have been established in the Declaration of Condominium for THE SEAWAY VILLAS, A CONDOMINIUM

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 27 day of June, 1974, at Bay Harbor Islands, Florida.

Meyer Kotler (SEAL)
Theodore R. Nelson (SEAL)
Michael K. Feldman (SEAL)

STATE OF FLORIDA )
) ss
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared MEYER KOTLER, THEODORE R. NELSON, and MICHAEL K. FELDMAN, who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC., for the purposes therein expressed, this 27 day of June, 1974.

My Commission Expires

Notary Public, State of Florida
MY COMMISSION EXPIRES APR. 14, 1977
BONDED THROUGH GENERAL INSURANCE

BY LAWS

OF

THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit under the laws  
of the State of Florida

1. IDENTITY

These are the By-Laws of THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 10 day of June 1974. THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC., hereinafter called "ASSOCIATION", has been organized for the purpose of administering the operation and management of THE SEAWAY VILLAS, A CONDOMINIUM, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Dade County, Florida, to wit

LOTS 4 and 5, BLOCK 2, ALTOS DEL MAR  
NUMBER 4, as recorded in Plat Book 10,  
at Page 61, of the Public Records of Dade  
County.

- a) The provisions of these By-Laws are applicable to said CONDOMINIUM, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which will be recorded in the Public Records of Dade County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling where /er the same may be in conflict herewith.
- b) All present or future owners, tenants, future tenants, or their employees, or any other person that might use said CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.
- c) The office of the ASSOCIATION shall be at 9149 Collins Avenue, Surfside, Florida.
- d) The fiscal year of the ASSOCIATION shall be the calendar year.
- e) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation, an impression of which seal is as follows:

EXHIBIT D

2 MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which Article IV of the Article of Incorporation are incorporated herein by reference

b) A quorum at meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The tender of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the Owners of a Condominium Unit in the CONDOMINIUM (hereinafter referred to as "APARTMENT") owned by more than one person or by a corporation or other entity shall be cast by the person named in the written notice signed by all of the Owners of the APARTMENT filed with the Secretary of the ASSOCIATION, and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such Owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e) Approval or disapproval of an APARTMENT Owner upon any matters, whether or not the subject of an ASSOCIATION meeting, shall be by the same person who would cast the vote of such Owner if in an ASSOCIATION meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the Owners of a majority of the APARTMENTS represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A) The Annual Members' meeting shall be held at the office of the ASSOCIATION at 8:00 o'clock P.M., Eastern Standard Time, on the fourth Monday in June of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday. The First Annual Members' Meeting shall be held on Monday June 2, 1975.

b) Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the APARTMENTS.

c) Notice of all Members Meetings, regular or special shall be given by the President, Vice-President or Secretary of the ASSOCIATION, or other officer of the ASSOCIATION in the absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally to each member, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon pre-paid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any Members' Meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership required to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance if greater than a quorum, is present.

d) At meetings of membership the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the membership shall elect a Chairman.

e) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meetings, shall be

- 1) Calling of the roll and certifying of proxies,
- 2) Proof of notice of meeting or waiver of notice.
- 3) Reading of Minutes.
- 4) Report of Officers.
- 5) Reports of Committees.
- 6) Appointment of Chairman of Inspectors of Election.
- 7) Election of Directors.
- 8) Unfinished business.
- 9) New Business
- 10) Adjournment.

#### 4. BOARD OF DIRECTORS

a) The number of directors which shall constitute the Board of Directors, shall not be less than three (3) nor more than nine (9) persons, but shall never consist of an even number of persons. The first Board of Directors shall consist of MEYER KOTLER, THEODORE R. NELSON and MICHAEL K. FELDMAN, who shall hold office and exercise all powers of the Board of Directors until succeeded by directors elected at the First Annual Meeting of Members. Each director elected at the First Annual Meeting of the members and at each Annual Members' Meeting thereafter shall serve for the term of one year or until his successor is duly elected.

8706 249

Notwithstanding the foregoing, until such time as SEAWAY VILLAS ASSOCIATES, a Florida partnership (hereinafter referred to as "DEVELOPER") has sold all Apartments in said CONDOMINIUM, or until October 1, 1975, whichever shall first occur, the DEVELOPER shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION, and such persons so selected need not be members of the ASSOCIATION. Any vacancy occurring in the initial Board of Directors shall be filled by any person designated by the DEVELOPER.

b) Directors may be removed for cause by an affirmative vote of the members owning not less than 15 of the APARTMENTS in the CONDOMINIUM at a Special Meeting called for such purpose. Directors may be removed without cause by an affirmative vote of the members owning not less than 23 APARTMENTS in the CONDOMINIUM.

c) Election of Directors shall be conducted in the following manner:

1. At the first annual meeting of the members, the DEVELOPER shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by the DEVELOPER by written instrument presented to the meeting at which such election is held, said individuals so designated and elected by the DEVELOPER shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

2. Each member of the Board of Directors whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and selection of the members of the Board of Directors whom DEVELOPER shall be entitled to designate and select. Each candidate for a Director shall be nominated from the floor. In the election of each individual member to the Board of Directors, there must be a total of at least eight (8) votes cast for all candidates for the particular directorship involved in order for the election to be valid.

3. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy to the Board of Directors be created in any Directorship previously filled by any person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument delivered to any Officer of the ASSOCIATION, the successor Director to fill the vacated Directorship for the unexpired term thereof.

4. In the event that DEVELOPER in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said DEVELOPER shall have the absolute right at any time in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors of the ASSOCIATION. Replacement of any person or persons designated by DEVELOPER to serve on any Board of Directors of the ASSOCIATION shall be made by written instrument delivered to any officer

of the ASSOCIATION, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by the DEVELOPER to any officer of the ASSOCIATION.

d) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

e) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three days prior to the day named for such meeting, unless notice is waived.

f) Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of two or more members of the Board. Not less than three days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

g) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

h) A quorum of a Directors Meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

i) The Presiding Officer of Directors Meetings shall be the Chairman of the Board. If such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

j) Directors fees, if any, shall be determined by the members of the ASSOCIATION

k) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the ASSOCIATION, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Condominium, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following

1. To make, levy and collect assessments against members and members APARTMENTS to defray the costs of the CONDOMINIUM, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the ASSOCIATION,

2. The maintenance, repair, replacement, operation and management of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members.

3. The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;

4. To make and amend regulations governing the use of the property, real and personal, in the CONDOMINIUM, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

5. To approve or disapprove proposed purchasers and leasees of APARTMENTS in the manner specified in the Declaration of Condominium.

6. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including APARTMENTS in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the CONDOMINIUM, and in accomplishing the purposes set forth in the Declaration of Condominium

7. To contract for the management of the CONDOMINIUM and to designate to such contractor all of the powers and duties of the ASSOCIATION, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the ASSOCIATION

8. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the ASSOCIATION, the Declaration of Condominium and any regulations hereinafter promulgated governing use of the property in the Condominium

9. To pay all taxes and assessments which are liens against any part of the CONDOMINIUM other than APARTMENTS and the appurtenances therein, and to assess the same against the members and their respective APARTMENTS subject to such liens.

10. To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability.

11. To pay all costs of power, water, sewer and other utility services rendered to the CONDOMINIUM and not billed to the owners of the separate APARTMENTS, and

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the CONDOMINIUM and the purposes of the ASSOCIATION.

1) The undertakings and contracts authorized by the said first Board of Directors shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and said Declaration of Condominium has been recorded in the Dade County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the ASSOCIATION in accordance with all applicable condominium documents; provided and conditional that any contract entered into by the first Board of Directors or maintenance shall not be for longer duration than one year, shall be armslength and shall not be with any company in which the original Board of Directors are officers, stockholders or directors.

#### 5. OFFICERS

a) The executive officers of the ASSOCIATION shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary of a Vice President. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors, subject to prior approval of a majority of the members. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the CONDOMINIUM. While DEVELOPER is the owner of one or more apartments in the CONDOMINIUM, no compensation from the ASSOCIATION shall be made to an officer or Director of the ASSOCIATION who is likewise an officer or director of the said DEVELOPER.

#### 6 FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions

a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each APARTMENT. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

1. Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, landscaping, street and walkways, office expense, swimming pool, utility services, casualty insurance, liability insurance, administration and salaries, if any.

The Board of Directors shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium for THE SEAWAY VILLAS, A CONDOMINIUM.

If the members of the ASSOCIATION elect by an affirmative vote of a majority of the members present at the First Annual Meeting, copies of the proposed budget and proposed assessments shall be transmitted to each member for the year for which the budget is made. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

c) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the ASSOCIATION shall be only by checks signed by such persons as are authorized by the Directors.

d) A statement of the accounts of the ASSOCIATION shall be made annually, and a copy thereof furnished to each member not later than July 1 of the year following the year for which the report is made.

e) Fidelity bonds may be required by the Board of Directors from officers and employees of the ASSOCIATION handling or responsible for ASSOCIATION funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the ASSOCIATION as a common expense.

#### 7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

#### 8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner

a) Amendments to these By-Laws may be proposed by the Board of Directors of the ASSOCIATION acting upon vote of the majority of the Directors, or by members of the ASSOCIATION owning a majority of the APARTMENTS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them.

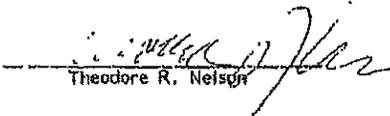
b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other Officer of the ASSOCIATION in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the ASSOCIATION and the membership for a date not sooner than twenty days or later than sixty days from receipt of such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds of the APARTMENTS in the CONDOMINIUM. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the ASSOCIATION, and a copy thereof shall be recorded in the Public Records of Dade County, Florida, within ten days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.

d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the 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 the ASSOCIATION at or prior to such meeting.

e) Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of SEAWAY VILLAS ASSOCIATES to designate and select members of each Board of Directors of the ASSOCIATION, as provided in Article 4 hereof, may be adopted or become effective without its prior written consent, until the DEVELOPER has sold all of the apartments in the condominium or until October 1, 1975; whichever shall first occur; provided in no event may any amendment discriminate against the DEVELOPER as a unit owner. Furthermore, no amendment to these By-Laws shall be adopted which shall abridge, amend or alter, or operate to impair or prejudice in any manner whatsoever, the rights and privileges of any institutional first mortgagee as such rights and privileges have been established in the Declaration of Condominium for THE SEAWAY VILLAS, A CONDOMINIUM.

THE UNDERSIGNED, being the Secretary of THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of said corporation at a meeting held for such purposes on the 13 day of June, 1974.

  
Theodore R. Nelson

THIS INSTRUMENT PREPARED BY:  
MICHAEL K. FELDMAN, ESQ.  
NELSON & FELDMAN, P.A.  
1135 Kane Concourse  
Bay Harbor Islands, Florida 33154

PARKING LICENSE AGREEMENT

THIS AGREEMENT made and entered into in the County of  
Dade, State of Florida, on the 13 day of June, 1973,  
by and between SEAWAY VILLAS ASSOCIATES, a Florida  
partnership, hereinafter sometimes referred to as the "Owner"  
or "Licensor," and THE SEAWAY VILLAS CONDOMINIUM ASSOCIATION,  
INC., a Florida corporation not for profit, sometimes hereinafter  
referred to as the "Association" or "Licensee."

WITNESSETH

FOR and in consideration of the mutual promises herein  
exchanged and for other good and valuable consideration, the mutual  
and reciprocal receipt whereof is hereby acknowledged, it is  
understood and agreed by and between the parties hereto as follows:

ARTICLE I

License Granted:

1. The Licensor is the owner of the following described  
real property situate in Dade County, Florida, hereinafter referred to  
as the subject premises, to-wit:

Lots 6 and 7, Block 3, ALTOS DEL MAR NO. FOUR,  
according to the Plat thereof, recorded in Plat  
Book 10 at Page 63 of the Public Records of Dade  
County, Florida.

2. The Owner grants unto the Association a license for  
the sole and exclusive purpose of parking twenty-nine (29) cars or  
motor vehicles owned by the members of the Association upon a portion  
of the subject premises, consisting of 7,500 square feet, the exact loca-  
tion of which is set forth in the original sketch attached hereto and over  
no other portion of the subject premises.

EXHIBIT E

10: 25: 73: h      11: 20: 73: h

8706 W 257

a) The Owner shall designate upon which portions of the subject premises the Association may exercise its license, provided that such portion shall be large enough to accommodate twenty-nine (29) automobiles with access and egress.

b) The Owner reserves the absolute, unqualified and unconditional right to relocate the location of the parking license area upon the subject premises upon reasonable notice to the Licensee.

c) The Owner has, upon execution hereof, given to the Association a sketch or survey of the subject premises setting forth the location of the parking license area, access and egress. The Owner upon the exercise of its right and/or privilege to relocate the parking license area shall give the Association a new survey or sketch showing the new location of the parking license area within and upon the subject premises.

d) The Association may assign specific locations within the parking license area, as set forth in the sketch or survey, to individual members, in accordance with the terms of the Declaration of Condominium, and such location, as between the Association and its member, shall not be relocated except with the consent of the member. The Association may reassign specific locations within the parking license area upon such area being relocated by the Owner in accordance with the terms hereof. Each member of the Association may assign or reassign its particular parking location within the designated parking license

- 2 -

area upon the sale or lease of the member's condominium unit, but any assignee from such member shall take such assignment subject to the terms hereof.

e) Licensee shall not interfere with the Owner's use and enjoyment of any part of the subject premises not included within the parking license area. The Owner may further divide or subdivide, sell, lease or in any manner convey any portion of the subject premises without the consent or joinder of the Licensee and the Owner shall not be responsible to the Licensee for any accounting, division or apportionment of funds from such sale, conveyance or division, provided there remains sufficient area within the remainder of the subject premises to provide twenty-nine (29) parking spaces to the Licensee.

f) It is understood that the interest of the Association in the subject premises (and the interest of the members of the Association) is that of a licensee without any estate or interest therein and cannot, may not and shall not be construed otherwise by any of the parties hereto.

ARTICLE II

Acceptance of License

The Association accepts the license herein granted to it on the terms herein set forth on behalf of itself and its members. The Association, its members and/or assigns shall not in any manner interfere with the Owner's use and enjoyment of any part of the subject premises not included within the parking license area as the same now exists or may be relocated by the Owner.

ARTICLE III

Term

The term of this license shall commence on the date first above written and terminate ninety-nine (99) years hence.

ARTICLE IV

Construction - Substitute Parking

1. If by reason of future construction by the Owner upon (and/or over, i.e. air space) a portion of the subject premises, it becomes in the sole and exclusive judgment of the Owner necessary to temporarily limit the Association, and its members, the use of this license, then notwithstanding this, this Agreement shall not terminate but shall remain in full force and effect.

2. The Owner, at its expense shall provide substitute parking spaces to the Association and its members until such time as the construction is completed upon the subject premises and a licensed parking area redesignated by the Owner.

3. The redesignated parking area shall, at Owner's expense, be in the same condition as that provided prior to construction.

4. The Owner shall give the Association notice in writing, not less than ten (10) days prior to the anticipated construction, advising the Association and its members of the date on which access to the property by the Association and its members will be halted, the location of the substituted parking facilities, and the estimated date when access by the Association and its members may be resumed.

5. In the event the substituted parking provided for by the Developer is more than a one block radius from the condominium property, then the Developer will, at its cost and expense, provide transportation for the condominium unit owners from the condominium to the substituted parking area and back.

- 4 -

ARTICLE V

Taxes, Insurance and Maintenance

1. The Association shall pay its proportionate share of all taxes (including any special assessment or improvement liens) levied against the subject premises included within the parking license area. The Association's share of such tax (including special assessment and/or improvement liens) shall be the percentage of the land included in the parking license area as a numerator and the total area of the subject premises as a denominator. Should the Owner sell or convey a portion of the subject premises, then the denominator shall be the total remaining area of the subject premises.

2. The Association shall pay its proportionate share of any insurance premiums upon any policies of insurance taken by the Owner showing the Owner and Association as co-insured for an amount of liability for personal injuries in a sum not less than One Hundred Thousand/Three Hundred Thousand (100,000/300,000), property damage not less than Twenty Five Thousand (25,000), and medical payments and related coverage. In the same manner as set forth in the immediate preceding paragraph.

3. The Association shall pay its proportionate share of expenses for the upkeep, maintenance and repair of the parking license area in the same manner as set forth in the preceding paragraph. The Owner shall be responsible for, and shall have sole and exclusive authority in connection with, the upkeep, maintenance and repair of the parking license area.

4. At least once every twelve (12) months the Owner shall certify to the Licensee a complete and accurate accounting showing all expenses in connection with the subject premises for taxes, insurance, maintenance, upkeep and repair, and the Association's proportionate share thereof. The Association's proportionate share

8706 is 261

thereof shall be due and payable in full and shall be received by the Owner within thirty (30) days from the Association's receipt of such certification of expenses. Sums not received within such thirty (30) day period shall bear interest at the highest lawful rate chargeable to corporations within the State of Florida, and if suit be brought by the Owner against the Association for collection thereof, the Owner shall be entitled, in addition to his court costs, to reasonable attorneys' fees.

5. All such sums due the Owner from the Association shall be a common expense of the Association. The Association shall assess and collect such sums from the individual condominium unit owners which comprise the Association in accordance with the terms of the Declaration of Condominium

6. All prorations for taxes, insurance and maintenance shall be based on a raw or unimproved land basis in the event improvements are subsequently constructed upon the property.

#### ARTICLE VI

##### Owner's Interest not subject to Mechanics' Liens

The Association shall make no improvements to the parking license area. All persons to whom these presents may come are put upon notice of the fact that the Association shall never, under any circumstances, have the power to subject the interest of the Owner in the subject premises, including the parking license area, to any mechanics' or materialmen's lien or liens of any kind, and any persons dealing with the Association are hereby put upon notice that they must look wholly to the interest of the Association and not to the Owner.

6

10-75-73-b

ARTICLE VII

Condemnation

If the subject premises, or any part thereof, is taken by eminent domain, then no part of any award shall belong to the Association. Should there not remain a sufficient portion of the subject premises to accommodate the parking license area, in part or in full, then any deficiency shall be substituted by the Owner in the same manner as provided for in Article IV of this Agreement.

ARTICLE VIII

No Conflict of Interest

1. It is recognized that some or all of the officers and directors of the Owner/Licensor are also officers and directors of the Association/Licensee, and vice versa. It is understood that this shall not be construed as a conflict of interest on the part of any of the said officers and/or directors.

2. Full disclosure of the terms hereof shall be made to the members of the Association prior to their execution of any binding Agreement to Purchase a condominium unit apartment within the condominium managed by the Association, and a copy of this Agreement shall be provided the purchaser thereof prior to execution.

ARTICLE IX

Binding Effect

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

ARTICLE X

Waiver

The failure of the Owner to enforce any right, provision, covenant or condition which may be granted herein or the failure to insist upon the compliance with the same shall not constitute a waiver by the Owner to enforce such right, provision, covenant or condition or insist upon compliance with the same in the future.

ARTICLE XI

Construction

The provisions of this Agreement shall be liberally construed so as to effectuate its purposes. The invalidity of any provision hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement.

ARTICLE XII

Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision hereof.

ARTICLE XIII

Gender

Use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date and at the place first above written.

Subscribed, sealed and delivered in the presence of:

SEAWAY VILLAS ASSOCIATES

*[Handwritten signatures]*  
Lenny Brucis

By: *[Signature]*  
Meyer Kotler

By: *[Signature]*  
Theodore R. Nelson

By: *[Signature]*  
Samuel Kotler

- 8 -

8706 to 264

Subscribed, sealed and delivered  
in the presence of

THE SEAWAY VILLAS CONDOMINIUM  
ASSOCIATION, INC., a Florida  
corporation not for profit

By Meyer Kotler  
Attest: [Signature]

STATE OF FLORIDA )  
COUNTY OF DADE )

BEFORE ME the undersigned authority, personally  
appeared MEYER KOTLER, and THEODORE R. NELSON, who acknowledged  
before me that they did execute the foregoing PARKING LICENSE AGREEMENT  
on behalf of the Partnership known as SEAWAY VILLAS ASSOCIATES,  
pursuant to the authority given under Paragraph 5 of the Partnership  
Agreement dated June 26, 1973.

IN WITNESS WHEREOF, I have hereunto affixed my  
hand and seal this 13 day of June 1973

[Signature]  
Notary Public, State of Florida  
at large

My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 14, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally  
appeared MEYER KOTLER and THEODORE R. NELSON,  
to me known to be the President and Secretary, respectively, of THE  
SEAWAY VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation  
not for profit, and who acknowledged before me that they did as such  
officers execute the foregoing PARKING LICENSE AGREEMENT as the act and  
deed of said corporation and that the same was executed for the purposes  
therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed  
hand and seal this 13 day of June

[Signature]  
Notary Public, State of Florida  
at large

My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 14, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

11 20 73.15  
LAW OFFICES OF NELSON & FELDMAN, 1125 BAY CONCOURSE, MIAMI BEACH, FLORIDA 33154, PHONE 1291 8891719

RULES AND REGULATIONS

of

SEAWAY CONDOMINIUM ASSOCIATION

1. There shall be no barbecuing, cookouts or open cooking on the condominium property without the consent of the Board of Directors.
2. No apartment owner shall permanently dock or store a boat on the beach front of the common elements without the consent of the Board of Directors
3. No garbage or refuse shall be stored or kept on the common elements.

CLERK NOTE:  
 FOR CONDOMINIUM PLANS SEE OFFICIAL  
 RECORDS CONDOMINIUM PLAN BK. 37, PAGE 13  
 RICHARD P. BRINKER  
 CLERK CIRCUIT COURT  
 BY *Richard P. Brinker* D.C.

RECORDED IN OFFICIAL RECORDS BOOK  
 OF SALES COUNTY, MISSOURI  
 RECORD NUMBER  
 RICHARD P. BRINKER,  
 CLERK CIRCUIT COURT

EXHIBIT "F"

## Exhibit C

TOWN OF SURFSIDE  
 BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM  
 9293 HARDING AVENUE  
 SURFSIDE, FL 33154  
 (305) 851-4863

-----  
 Permit Number . . . . . 14-00000905 Date 9/10/14  
 Property Address . . . . . 9149 GB COLLINS AVE  
 PARCEL NUMBER: . . . . . 4 -5 -0 -0 /2 /ADM4  
 POLIO NUMBER: . . . . . 1422350010030  
 Permit description . . . . . OTHER DEMOLITION  
 Property zoning . . . . . TOURIST  
 Permit valuation . . . . . 143280

Owner Contractor  
 -----  
 SEAWAY VILLAS, INC. COASTAL CONSTRUCTION OF S FLORI  
 9149 COLLINS AVENUE 5959 BLUE LAGOON DR  
 SURFSIDE FL 33154 ATT: DANIEL WHITMAN  
 (305) MIAMI FL 33126  
 (305) 559-4900

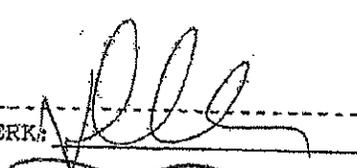
--- Structure Information 000 000 PHASE 1 DEMO /SITE WORK  
 Flood Zone . . . . . AE AT 8 FEET  
 Other struct info . . . . . WALL CHECK PRE-DEMOLITION yes

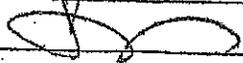
-----  
 Permit . . . . . DEMOLITION OF BUILDINGS  
 Additional desc . . . . . PHASE 1 EXT SITE/NO BLEG  
 Permit Fee . . . . . 3375.44 Plan Check Fee . . . . . .00  
 Issue Date . . . . . 9/10/14 Valuation . . . . . 143280  
 Expiration Date . . . . . 3/09/15

Qty	Unit Charge	Per	Extension
143280.00	.0230	BASE FEE DEMOLITION OF BUILDINGS	80.00 3295.44

-----  
 Other Fees . . . . . COUNTY PERMIT FEE 86.40

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	3375.44	3375.44	.00	.00
Plan Check Total	.00	.00	.00	.00
Other Fee Total	86.40	86.40	.00	.00
<b>Grand Total</b>	<b>3461.84</b>	<b>3461.84</b>	<b>.00</b>	<b>.00</b>

-----  
 BUILDING DEPARTMENT CLERK: 

AUTHORIZED SIGNATURE: 



TOWN OF SURFSIDE  
PERMIT APPLICATION ROUTING SHEET

DATE 8/1/14 PROCESS NUMBER 14905 APPLICATION TYPE \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_ APPLICANT Security Villas Condo  
PROPERTY ADDRESS 9149 Collins Ave. FLOOD ZONE \_\_\_\_\_

APPLICATION IS SUBMITTED FOR THE FOLLOWING REVIEW:

NEW APPLICATION  RENEWAL \_\_\_\_\_  
REVISIONS \_\_\_\_\_ SHOP DRAWINGS \_\_\_\_\_  
ADDENDUMS \_\_\_\_\_ CORRECTIONS \_\_\_\_\_

CONTRACTOR'S CREDENTIAL REVIEW

ALL ITEMS ARE CURRENT YES \_\_\_\_\_ NO \_\_\_\_\_ (CHECK ALL ITEMS EXPIRED)

STATE CERTIFIED:

STATE LICENSE \_\_\_\_\_ OCCUPATIONAL LICENSE \_\_\_\_\_ W.C. INSURANCE \_\_\_\_\_  
PROPERTY/LIABILITY \_\_\_\_\_

DADE COUNTY CERTIFIED:

CERTIFICATE OF COMPETENCY \_\_\_\_\_ OCCUPATIONAL LICENSE \_\_\_\_\_  
MUNICIPAL LICENSE \_\_\_\_\_ W.C. INSURANCE \_\_\_\_\_ LIABILITY INSURANCE \_\_\_\_\_

CLERK INITIALS SM DATE 8/1/14 COMMENTS \_\_\_\_\_

DIVISION	APPROVED	DATE	DENIED	DATE	COMMENTS
Planning & Zoning					
Structural Engineer					
Building Official	<u>SM</u>	<u>8/1/14</u>			<u>APPROVED PER PLANS</u>
Electrical Inspector					
Mechanical Inspector					
Plumbing Inspector					
Road/School Impact					
D.E.R.M.					
Water/Sewer					
Metro Fire Department					<u>2/2/14</u>
50% Rule					
Public Works					
Landscaping					<u>3/2/14</u>



9293 Harding Avenue  
Surfside, FL 33154

14-905

PERMIT NO.

APPLICATION NO.

### BUILDING PERMIT APPLICATION

2010 FLORIDA BUILDING CODE IN EFFECT

AMOUNT DUE

PERMIT TYPE: (Check one)

- Structural
- Mechanical
- Electrical
- Plumbing
- Other
- Roof

JOB ADDRESS: 9149 COLLINS AVENUE	
OWNER'S NAME: SEAWAY VILLAS CONDOMINIUM ASSOCIATION	
OWNER'S ADDRESS: 9149 COLLINS AVENUE	
CITY: SURFSIDE	PHONE# 305-866-6991 FAX#
FEE SIMPLE TITLE HOLDER'S NAME: SEE ABOVE	ADDRESS: SEE ABOVE
CONTACT PERSON: SUZANNE-GILLES TARDIF PHONE# 305-866-6991	
EMAIL ADDRESS:	
CONTRACTOR: COASTAL CONDOMINIUMS	
MAIL ADDRESS: 5859 BLUE LAGOON DR STE 200	
CITY: MIAMI	STATE: FL ZIP CODE: 33126
PHONE# 305-559-4900 FAX#	EMAIL:
CERT COMPETENCY: CGC/A 08060 STATE REGISTRATION:	
LOT 4 & 5	BLOCK 2 PRESENT USE: RESIDENTIAL PROPOSED USE: RESIDENTIAL
FOLIO NUMBER: 14-2235-015-0001 SUBDIVISION: ALTOS DEL MAR NO. 4	
NO. OF STORIES	OFFICES: FAMILIES: BEDROOMS: BATHS:
TYPE OF WORK: ADD <input type="checkbox"/> NEW <input type="checkbox"/> ALTER <input type="checkbox"/> REPAIR <input type="checkbox"/> REPLACE <input type="checkbox"/> OTHER <input checked="" type="checkbox"/>	
VALUE OF WORK: (Total all Trades): \$143,280.00 SQ. FT. (TOTAL) LINEAR FEET	
DESCRIBE WORK: DEMOLISH & REMOVE 2/3 STORY BUILDING, PROTECT ALL TREES	
<del>DESIGN REPAIRS FROM INTD PHASE I (NO BUILDING)</del>	
ARCHITECT/ENGINEER'S NAME: PHASE II (BUILDING STR)	
ADDRESS:	
PHONE#	FAX# EMAIL
MORTGAGE LENDER NAME:	

14-905

9293 Harding Avenue  
Surfside, FL 33154

**MORTGAGE LENDER'S ADDRESS:**

9143 Collins Ave

*Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has been effected prior to the issuance of said permit and that all work be performed to meet the standards of all laws regulating construction in DADE COUNTY and the TOWN OF SURFSIDE whether specified in this application and accompanying plans or not. I understand that a separate permit must be secured for ELECTRICAL, PLUMBING, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, etc. The information provided herein by the Applicant is not evaluated for issuance of a Certificate of Use. The City reserves the right to deny or condition any proposed use of the property pursuant to provisions of the City's Code of Ordinances.*

Initial this Page: \_\_\_\_\_

**OWNER'S AFFIDAVIT:** I certify that all information provided is accurate, and that all work will be performed in compliance with all applicable laws regulating construction and zoning. No work has been commenced prior to the issuance of the permit applied with this application, and all work will be done as indicated in the Application and all accompanying document and plans.

**NOTICE:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the county, and there may be additional permits required from other governmental entities such as water management districts, state or federal agencies.

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING A NOTICE OF COMMENCEMENT.

**CONTRACTOR:**  
(Print Name): \_\_\_\_\_

**OWNER:** Faith Doyle President  
(Print Name): Seaway Villas Condo Assoc.

**SIGNATURE**  
STATE OF  
FLORIDA  
COUNTY OF \_\_\_\_\_

**SIGNATURE:** [Signature]  
STATE OF FLORIDA  
COUNTY OF Miami Dade

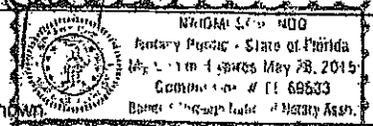
Sworn to (or affirmed) and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Sworn to (or affirmed) and subscribed before  
me  
this 1st day of August, 2014  
by Faith Walsh Doyle

**NOTARY:** \_\_\_\_\_

**NOTARY:** [Signature]

**SEAL:**  
Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**SEAL:**   
Personally known \_\_\_\_\_  
OR Produced Identification FL Drivers License  
Type of Identification Produced \_\_\_\_\_

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

**ACCEPTED BY**  
\_\_\_\_\_

**AUTHORIZED BY**  
\_\_\_\_\_

SC04  
14-905

9293 Harding Avenue  
Surfside, FL 33154  
Tel# (305) 461-4863  
Fax# (305) 861-1302

MORTGAGE LENDER'S ADDRESS: 9140 COLLINS AVE

*Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has been effected prior to the issuance of said permit and that all work be performed to meet the standards of all laws regulating construction in DADE COUNTY and the TOWN OF SURFSIDE whether specified in this application and accompanying plans or not. I understand that a separate permit must be secured for ELECTRICAL, PLUMBING, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, etc. The information provided herein by the Applicant is not evaluated for issuance of a Certificate of Use. The City reserves the right to deny or condition any proposed use of the property pursuant to provisions of the City's Code of Ordinances.*

Initial this Page: \_\_\_\_\_

**OWNER'S AFFIDAVIT:** I certify that all information provided is accurate, and that all work will be performed in compliance with all applicable laws regulating construction and zoning. No work has been commenced prior to the issuance of the permit applied with this application, and all work will be done as indicated in the Application and all accompanying document and plans.

**NOTICE:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the county, and there may be additional permits required from other governmental entities such as water management districts, state or federal agencies.

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING A NOTICE OF COMMENCEMENT.

CONTRACTOR: Daniel E. Whiteman  
(Print Name): \_\_\_\_\_

OWNER: \_\_\_\_\_  
(Print Name): \_\_\_\_\_

SIGNATURE: [Signature]

SIGNATURE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Miami-Dade

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

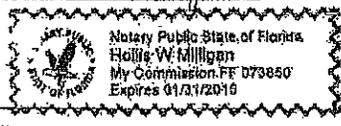
Sworn to (or affirmed) and subscribed before me  
this 13<sup>th</sup> day of December, 20 13  
by Daniel E. Whiteman

Sworn to (or affirmed) and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
by \_\_\_\_\_

NOTARY: Holly W. Milligan

NOTARY: \_\_\_\_\_

SEAL:



SEAL:

Personally known   
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY \_\_\_\_\_

APPROVED BY \_\_\_\_\_

# Exhibit 2: Designation Resolution



MIAMI-DADE COUNTY  
**HISTORIC PRESERVATION BOARD**  
 STEPHEN P. CLARK CENTER  
 111 N. W. FIRST STREET  
 MAILBOX 114, LOCATED ON 12<sup>TH</sup> FLOOR  
 MIAMI, FLORIDA 33128  
 305-375-4968



CFN 2015R0030293  
 OR Bk 29466 Pgs 2296 - 2302 (7pgs)  
 RECORDED 01/15/2015 14:47:03  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**MIAMI-DADE HISTORIC PRESERVATION BOARD**

**RESOLUTION NO. 2014-07**

**Seaway Villas**  
**9149 Collins Avenue**  
**Surfside, FL 33154**

WHEREAS, the Seaway Villas was built in 1936 and was the first apartment building constructed on the beachfront in the Town of Surfside; and

WHEREAS, Seaway Villas is associated with the Seaway Corporation and the Surf Club, both of which had vital roles in the early development of the Town of Surfside; and

WHEREAS, Seaway Villas represents the pattern of development originally planned for Surfside in the 1920s; and

WHEREAS, Seaway Villas embodies distinctive characteristics of the historically significant Masonry Vernacular with Mediterranean influences architectural style; and

WHEREAS, Seaway Villas contributes to the understanding of the architectural heritage of the Town of Surfside; and

WHEREAS, the reference folio numbers and legal descriptions of the property are as follows (see attached for folio numbers and legal descriptions of each individual condominium unit):

TAX FOLIO NUMBERS: 14-2235-015-0001 (Reference)

LEGAL DESCRIPTION: (Reference) SEAWAY VILLAS CONDO  
 ALTOS DEL MAR NO 4 PB 10-63  
 LOTS 4 & 5 BLK 2





MIAMI-DADE COUNTY  
 HISTORIC PRESERVATION BOARD  
 STEPHEN P. CLARK CENTER  
 111 N. W. FIRST STREET  
 MAILBOX 114, LOCATED ON 12<sup>TH</sup> FLOOR  
 MIAMI, FLORIDA 33128  
 305-375-4958

Resolution No. 2014-07  
 Page 2

WHEREAS, Seaway Villas fulfills the following criteria for designation:

Criteria Sec. 16A-10(1)(a), *Are associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, paleontological and architectural history that have contributed to the pattern of history in the community, Miami-Dade County, south Florida, the State or the nation.*

Sec. 16A-10(1)(c): *Embody the distinctive characteristics of a type, period, style or method of construction or work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction.*

NOW, THEREFORE, BE IT RESOLVED, that the Historic Preservation Board of Miami-Dade County on December 18, 2014 has designated Seaway Villas, located at 9149 Collins Avenue, Surfside, FL as a Historic Site pursuant to the Metropolitan Dade County Historic Preservation Ordinance (81-13) and that all elements of these structures are subject to all rights, privileges and requirements of that ordinance.

Mitch Novick, Chair  
 Miami-Dade County Historic Preservation Board

01/05/2015  
 Date

Prepared by:

Kathleen Kauffman, Historic Preservation Chief  
 Office of Historic Preservation





MIAMI-DADE COUNTY  
**HISTORIC PRESERVATION BOARD**  
 STEPHEN P. CLARK CENTER  
 111 N. W. FIRST STREET  
 MAILBOX 114, LOCATED ON 12<sup>TH</sup> FLOOR  
 MIAMI, FLORIDA 33128  
 305-375-4958

**Resolution No. 2014-07**  
**Page 3**

<u>Board Members</u>	<u>Vote</u>
Gary Appel	RECUSED
Ruth Campbell	YES
Dr. Adriana Cantillo	YES
Rick Cohen	YES
Dr. Paul George	YES
Robert McKinney	YES
Mitch S. Novick, Chair	YES
Edmundo Perez	ABSENT
JoEllen Phillips	YES
Dr. Enid C. Pinkney	ABSENT FOR VOTE
Ronda Vangates	ABSENT

**STATE OF FLORIDA**  
**COUNTY OF MIAMI-DADE**

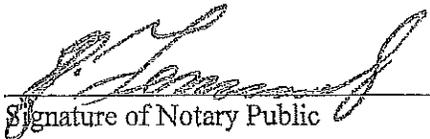
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January 2015, by Mitch Novick, Chair, Miami-Dade County Historic Preservation Board.

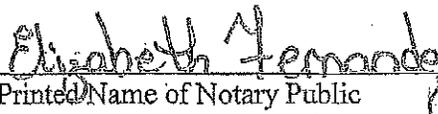
Personally Known

OR

Produced Identification

Type of Identification Produced:

  
 Signature of Notary Public

  
 Printed Name of Notary Public  
 ELIZABETH FERNANDEZ  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# EE081071  
 Expires 2/2/2015

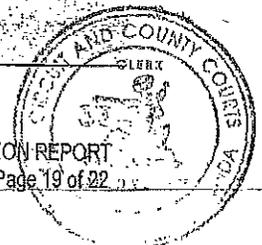


X. APPENDIX A: PROPERTY INFORMATION

Address	Folio Number	Legal Description	Property Owner
9149 Collins Ave Unit 101	14-2235-015-0010	Seaway Villas Condo Unit 101 Undiv 5.11021% Int In Common Elements Clerks File 74R138453 or 16986-1205 1195 1	George A. Karam 9149 Collins Avenue Unit 101 Surfside, FL 33154-3142
9149 Collins Ave Unit 102	14-2235-015-0020	Seaway Villas Condo Unit 102 Undiv 5.00659% Int In Common Elements Clerks File 74R138453 COC 22061-0001 02 2004 5	James Crass IV & Jeffrey Crass Sr. 9149 Collins Avenue Unit 102 Surfside, FL 33154-3142
9149 Collins Ave Unit 103	14-2235-015-0030	Seaway Villas Condo Unit 103 Undiv 4.53561% Int In Common Elements Clerks File 74R138453 or 13516-2821 1187 1	Chrys & Lidia Krystal 10 Woodvalley Drive Toronto, Ontario M9A 4H1 Canada
9149 Collins Ave Unit 104	14-2235-015-0040	Seaway Villas Condo Unit 104 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 12560-1399 0485 1 COC 25924-4264 09 2007 6	Seaway Condo Acquisition LLC 176 NE 43 Street Miami, FL 33137
9149 Collins Ave Unit 105	14-2235-015-0050	Seaway Villas Condo Unit 105 Undiv 4.53561% Int In Common Elements Clerks File 74R138453 or 20201-2106 0202 4	Nancy T. Huggins TR PO Box 68 Cobbs Creek, VA 23035
9149 Collins Ave Unit 106	14-2235-015-0060	Seaway Villas Condo Unit 106 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 18575-4383 0499 1 COC 21748-3178 10 2003 1	Katharina Rabago 9008 Collins Avenue Unit 401 Surfside, FL 33154
9149 Collins Ave Unit 107	14-2235-015-0070	Seaway Villas Condo Unit 107 Undiv 2.99077% Int In Common Elements Clerks File 74R138453 or 19195-2973 072000 1	Mary Russell TRS 9149 Collins Avenue Unit 107 Surfside, FL 33154

Seaway Villas  
Surfside, FL

DESIGNATION REPORT  
Page 19 of 22

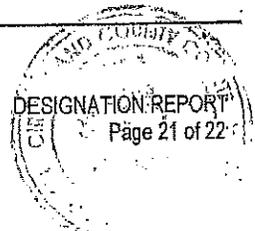


9149 Collins Ave Unit 108	14-2235-015-0080	Seaway Villas Condo Unit 108 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 19748-2309 0601 1	Juan Bernardo Sanint 9149 Collins Avenue Unit 108 Surfside, FL 33154-3142
9149 Collins Ave Unit 109	14-2235-015-0090	Seaway Villas Condo Unit 109 Undiv 2.84947% Int In Common Elements Clerks File 74R138453 or 9230-368	The Seaway Villas Condo Association 9149 Collins Avenue Unit 109 Surfside, FL 33154-3100
9149 Collins Ave Unit 110	14-2235-015-0100	Seaway Villas Condo Unit 110 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 19071-1311-3476 19099-3358 0200 5	Diana & George Humphrey 42 Cutting Way Wayland, MA 01778
9149 Collins Ave Unit 111	14-2235-015-0110	Seaway Villas Condo Unit 111 & 114 Undiv 3.18388% Int In Common Elements Clerks File 74R138453 or 10205-341 1078 COC 25779-2894 05 2007 5	Carolina Ralper 9149 Collins Avenue Unit 111-114 Surfside, FL 33154
9149 Collins Ave Unit 112	14-2235-015-0120	Seaway Villas Condo Unit 112 Undiv 2.72702% Int In Common Elements Clerks File 74R138453 or 18078-2332 0498 1 COC 23024-4828 01 2005 1	Manuel & Michelle Valdes 910 Madrid Street Coral Gables, FL 33134-2208
9149 Collins Ave Unit 201	14-2235-015-0140	Seaway Villas Condo Unit 201 Undiv 4.99717% Int In Common Elements Clerks File 74R138453 or 18818-4163-4165 0899 4 COC 26355-2397 03 2008 5	Steven E. Zawid 157 Vierra Circle Folsom, CA 95630
9149 Collins Ave Unit 202	14-2235-015-0150	Seaway Villas Condo Unit 202 Undiv 4.99717% Int In Common Elements Clerks File 74R138453 CF 74R 184682 or 24106-4728/30 1205 1	Andrea Romero 9149 Collins Avenue Unit 202 Surfside, FL 33154-3142



9149 Collins Ave Unit 203	14-2235-015-0160	Seaway Villas Condo Unit 203 Undiv 4.50735% Int In Common Elements Clerks File 74R138453 or 21018-4424 0103 1	Andrea Romero Ferrelra 9149 Collins Avenue Unit 203 Surfside, FL 33154-3100
9149 Collins Ave Unit 204	14-2235-015-0170	Seaway Villas Condo Units 204 & 206 Undiv 3.00490% & 3.00490% Int In Common Elements Clerks File 74R138453 COC 23097-2331 08 2004 4	Brian Campbell 900 Brickell Key Boulevard Unit 3203 Miami, FL 33131
9149 Collins Ave Unit 205	14-2235-015-0180	Seaway Villas Condo Unit 205 Undiv 4.53090% Int In Common Elements Clerks File 74R138453 or 20678-1480 0902 1	Alim A. & W. Brigitte Krilov 9149 Collins Avenue Unit 205 Surfside, FL 33154-3154
9149 Collins Ave Unit 207	14-2235-015-0200	Seaway Villas Condo Unit 207 Undiv 3.13677% Int In Common Elements Clerks File 74R138453 or 19157-1752 0600 1	Faith Doyle 9149 Collins Avenue Unit 207 Surfside, FL 33154-3154
9149 Collins Ave Unit 208	14-2235-015-0210	Seaway Villas Condo Unit 208 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 18851-1741-1740 1199 1 COC 23929-4624 10 2005 1	Giovanni Macri & W. Cinzia Cipriani 9149 Collins Avenue Unit 208 Surfside, FL 33154-3154
9149 Collins Ave Unit 209	14-2235-015-0220	Seaway Villas Condo Unit 209 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 19633-2548 0401 1	Manuel F. & Michelle O. Valdes 910 Madrid Street Coral Gables, FL 33134
9149 Collins Ave Unit 210	14-2235-015-0230	Seaway Villas Condo Unit 210 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 17540-836 0297 1	June Knott 9149 Collins Avenue Unit 210 Surfside, FL 33154-3154
9149 Collins Ave Unit 211	14-2235-015-0240	Seaway Villas Condo Unit 211 Undiv 2.35023% Int In Common Elements Clerks File 74R138453 or 9471 1555	L.D. Chamberland 27 Briardale Crescent Ottawa Ontario K2E 1C3 Canada

Seaway Villas  
Surfside, FL



9149 Collins Ave Unit 212	14-2235-015-0250	Seaway Villas Condo Unit 212 Undiv 2.85689% Int In Common Elements Clerks File 74R138453 or 15867-349 19593-4714-0493 1 COC 21953-1251 12-2003 4	Stephen Norris 9149 Collins Avenue Unit 212 Surfside, FL 33154-3154
9149 Collins Ave Unit 214	14-2235-015-0260	Seaway Villas Condo Unit 214 Undiv 2.31255% Int In Common Elements Clerks File 74R138453 or 14250-858 0989 2	Peter & Gael Love 115 Sunken Meadow Road Northpoint, NY 11768
9149 Collins Ave Unit 215	14-2235-015-0270	Seaway Villas Condo Unit 215 Undiv 4.41315% Int In Common Elements Clerks File 74R138453 or 14250-858 0989 2	Peter & Gael Love 115 Sunken Meadow Road Northpoint, NY 11768
9149 Collins Ave Unit 301	14-2235-015-0280	Seaway Villas Condo Unit 301 Undiv 4.16352% Int In Common Elements Clerks File 74R138453 COC 22547-0367 07 2004 1	Patricia Cohen 10275 Collins Avenue Unit 610 Bal Harbour, FL 33154-1421
9149 Collins Ave Unit 302	14-2235-015-0290	Seaway Villas Condo Unit 302 Undiv 4.16352% Int In Common Elements Clerks File 74R138453 or 17888-677 1197 4	Drcy Peraza 719 W 51 Street Miami Beach, FL 33140

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on

JAN 15 2015

WITNESSETH my hand and the seal of the Clerk of the County of Dade  
HARVEY RUBIN, CLERK OF THE COUNTY OF DADE

MIRIAM FALCON #76047



**Exhibit 3:**  
**Designation Report**

# Designation Report

## Seaway Villas

9149 Collins Avenue  
Surfside, Florida  
Built: 1936



Prepared by: Sarah K. Cody  
Historic Preservation Specialist  
Office of Historic Preservation  
Regulatory and Economic Resources Department  
Miami-Dade County

*December 18, 2014*

## CONTENTS

I.	General Information	Page 3
II.	Physical Description / Setting	Page 4
III.	Historic Significance & Context	Page 8
IV.	Architectural Significance	Page 13
V.	Criteria for Designation	Page 15
VI.	Standards for Certificate of Appropriateness	Page 15
VII.	Contributing Features	Page 15
VIII.	Staff Evaluation	Page 16
IX.	Endnotes	Page 17
X.	Appendix A: Property Information	Page 19

## I. GENERAL INFORMATION

**NAME:** Seaway Villas

**LOCATION:** 9149 Collins Avenue  
Surfside, FL 33154  
Township: 52S  
Range: 42E  
Section: 35

**ARCHITECT:** Theodore Visscher & James Lindsay Burley

**PROPERTY OWNERS:** SEE APPENDIX A: PROPERTY INFORMATION

**LEGAL DESCRIPTION:** SEAWAY VILLAS CONDO  
ALTOS DEL MAR NO 4 PB 10-63  
LOTS 4 & 5 BLK 2

**TAX FOLIO NUMBER:** 14-2235-015-0001

**SIGNIFICANCE:** History/Context: Seaway Villas is historically significant for its association with the architectural history and its reflection of the pattern of development in the Town of Surfside as well as providing a significant example of Masonry Vernacular architecture. It is also significant for its association with the Seaway Corporation, which had a vital role in the early development of Surfside. While the building was constructed in 1936, it represents the pattern of development that had been planned for Surfside starting in the 1920s. Seaway Villas fulfills Criteria Sec. 16A-10(1)(a), *Associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, paleontological and architectural history that have contributed to the pattern of history in the community, Miami-Dade County, south Florida, the State or the nation.*

Architecture: Seaway Villas is significant as an excellent example of Masonry Vernacular architecture, an early architectural type for Surfside. The detailing contributes to the understanding of the architectural heritage of Surfside. Seaway Villas fulfills Criteria Sec. 16A-10(1)(c), *Embodies the distinctive characteristics of a type, period, style or method of construction or work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction.*

**IMPACTS:** The Miami-Dade County Office of Historic Preservation is required to approve any exterior changes and/or additions, demolition, or new construction to the designated resource.

Most approvals are handled in-house directly by the staff of the Office of Historic Preservation. Major alterations require approval by the County Historic Preservation Board.

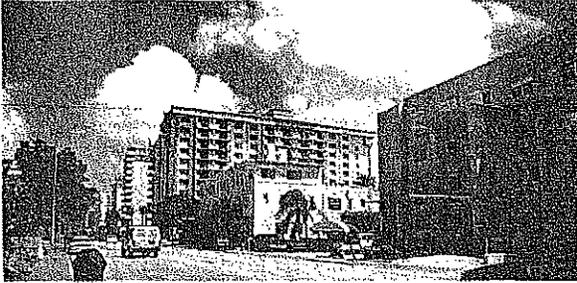
Designated resources are eligible to take part in the County's Ad-Valorem Tax Exemption program, and are eligible for any historic preservation grants that may be available at the time.

## II. PHYSICAL DESCRIPTION / SETTING

Located at 9149 Collins Avenue in Surfside, Florida, Seaway Villas is sited on the east side of Collins Avenue on the block between 91<sup>st</sup> and 92<sup>nd</sup> Streets. It currently serves as a condominium building with 28 individual units. Other significant buildings are found both on the east and west side of Collins Avenue. The historic Surf Club is located just south of Seaway Villas, with the Surf Club Apartments, situated between the two properties. One block south, on the west side of Collins Avenue is the proposed Collins Avenue Historic District, defined by Streamline Moderne and Miami Modern (MiMo) architecture built in the 1940s and 1950s. Seaway Villas is the oldest building on the block, constructed in 1936.



Contemporary aerial photograph with property boundary outlined in red, circa 2014.



View looking northeast toward the east side of Collins Avenue, showing Seaway Villas in its existing context, August 2014.

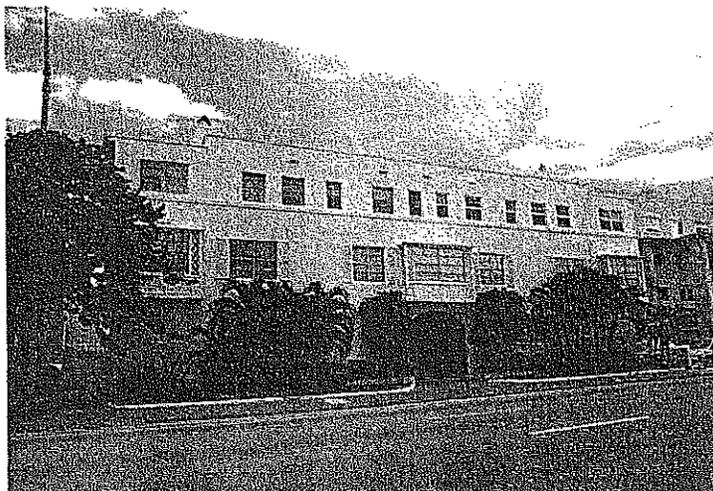


View looking northeast with Seaway Villas at the right edge of the image, August 2014. The mid-century Hillcrest Apartments stands just north of Seaway Villas.

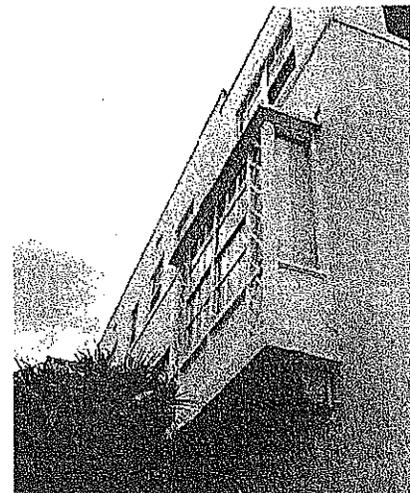
The west side of this Collins Avenue block reflects more contemporary design, which replaced the original mid-century buildings. Buildings here are primarily contemporary condominium buildings ranging from four to seven stories. One smaller two-story condominium dating to 1965 is located on the west side of Collins Avenue.

Seaway Villas building has a U-shaped footprint with a central courtyard, open to the beachfront on the east. The wings of the U are two stories while the portion of the building fronting on Collins Avenue is three stories. The building has a flat roof. The building is painted white, which is likely the original façade color. The U-shape of the building defines a central courtyard; each condominium looks onto the shared green space. An original pathway with irregular-shaped coral rock pavers extends from the building lobby, bisecting the courtyard. At the east, the walkway leads residents to a coral rock terrace, which steps down to the beach.

Ornamentation on the building façade is modest. The street-facing (west) façade is symmetrical with a central arched entryway leading into the covered lobby. Built-in planters extend along the base of the building to either side of the arched entryway. A contemporary iron gate controls access into the building. Three projected window bays punctuate the second-floor façade. Simple scroll brackets support the bays. Decorative latticework crisscrosses the outer edge of each bay. In addition to the projected window bays, flush, single-hung-sash windows provide additional fenestration on each floor of the building. Ornamental shutters are affixed to the building façade alongside the flush windows. These replace the original, operable shutters that were affixed in the same locations.



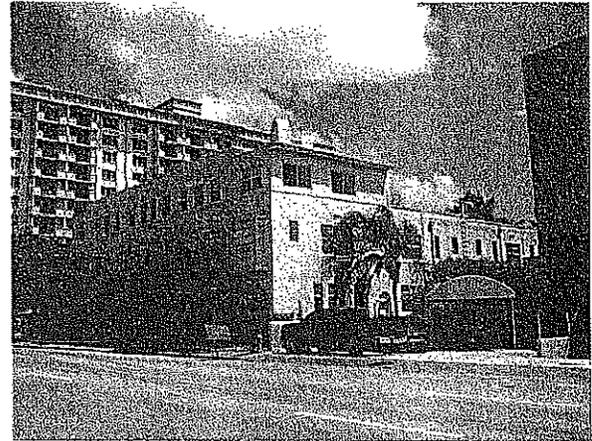
View looking east toward the main façade of Seaway Villas, August 2014.



Detail of one of the main façade projected window bays with latticework and scroll bracket, June 2014.



Detail view showing two of the pointed arch chimney caps. The modest coping between the second and third floors and one grouping of scuppers is also visible, June 2014.



View looking northeast toward the main facade and southern side facade of Seaway Villas, August 2014. The side facade has limited ornamentation.

A modest stucco band visually separates the second and third floors. Scuppers grouped in threes run along the upper portion of the facade, above the third-floor windows. The roofline is stepped, with the central portion raised. Four modest chimneys extend from the roof, grouped in pairs. Pointed arches cap three of the four chimneys. One appears to have been removed.

Ornamentation on the outward-facing north and south facades is minimal. These facades are largely unadorned, with simple rows of windows and a few scuppers. Side entries on the front portion of these two facades have decorative stucco relief features recessed above the doors.

The interior, courtyard-facing facades have modest ornamentation, similar to the main streetfront facade. The open-air lobby floor steps up from the finished grade and is surfaced with terracotta-colored tiles. Originally, the lobby was flush with the surrounding grade and surfaced in the same irregular coral rock pavers that form the courtyard pathway. These pavers remain in situ beneath the tiles. An arched doorway, aligned with the arched entryway, provides access, as well as light and air, from the lobby out to the courtyard. Smaller arched openings stand to either side of the doorway.



View looking from the main entryway across the lobby and out towards the courtyard, June 2014.



Detail view of the central courtyard path, defined by irregular coral rock pavers, August 2014.



View looking down the central courtyard from the arched opening at the rear of the lobby, August 2014.



View from the courtyard pathway looking toward the west end of the building, August 2014. Here, the portion of the building fronting on Collins Avenue has three stories.

As residents enter the lush courtyard, and walk along the coral rock pathway, smaller coral rock walkways connect the central path with stepped-entryways into the condominiums. These entryways are also arched. First floor fenestration is modest, with flush single-hung-sash windows and affixed shutters. Built-in planters provide additional vegetation along the building foundation throughout the courtyard. The second floor is characterized by projecting window bays with the same latticework as the main façade window bays. Brackets were not used to further decorate the courtyard bays. Hurricane shutters have been installed to protect many of the courtyard- and beach-facing windows.

At the east end of the courtyard, exterior staircases provide access to second-floor condominiums. The stairs are flush with the building, and turn 90 degrees into an arched opening. The underside of the stairs has a modest arch. Above the arched entryway, a circular window remains from the original construction of the building.



View of the coral rock path and arched opening leading from the courtyard into individual condominiums, August 2014.



The exterior staircase at the east end of the courtyard has a gentle curve on its underside, August 2014.



An original circular window remains above the exterior staircase and arched doorway, August 2014.



View looking east across the coral rock terrace and toward the beach, August 2014. Simple white concrete curbing further defines the terrace space.

The pathway continues beyond the edge of the building, expanding into a coral rock terrace. Simple painted concrete curbing delineates the terrace. The curbing breaks at the center, continuing to visually define the central walkway. Two planters stand atop the curbing, emphasizing the central alignment of the courtyard. The curbing also separates the main terrace from a secondary terrace, which steps slightly down. This portion of the terrace was originally coral rock pavers, but has since been resurfaced with concrete and painted an off-white color. The original coral rock pavers remain in situ beneath. The curbing extends along the edge of this lower terrace, further defining the space. Simple outdoor showers with concrete posts stand to either side of the terrace.

### III. HISTORIC SIGNIFICANCE & CONTEXT

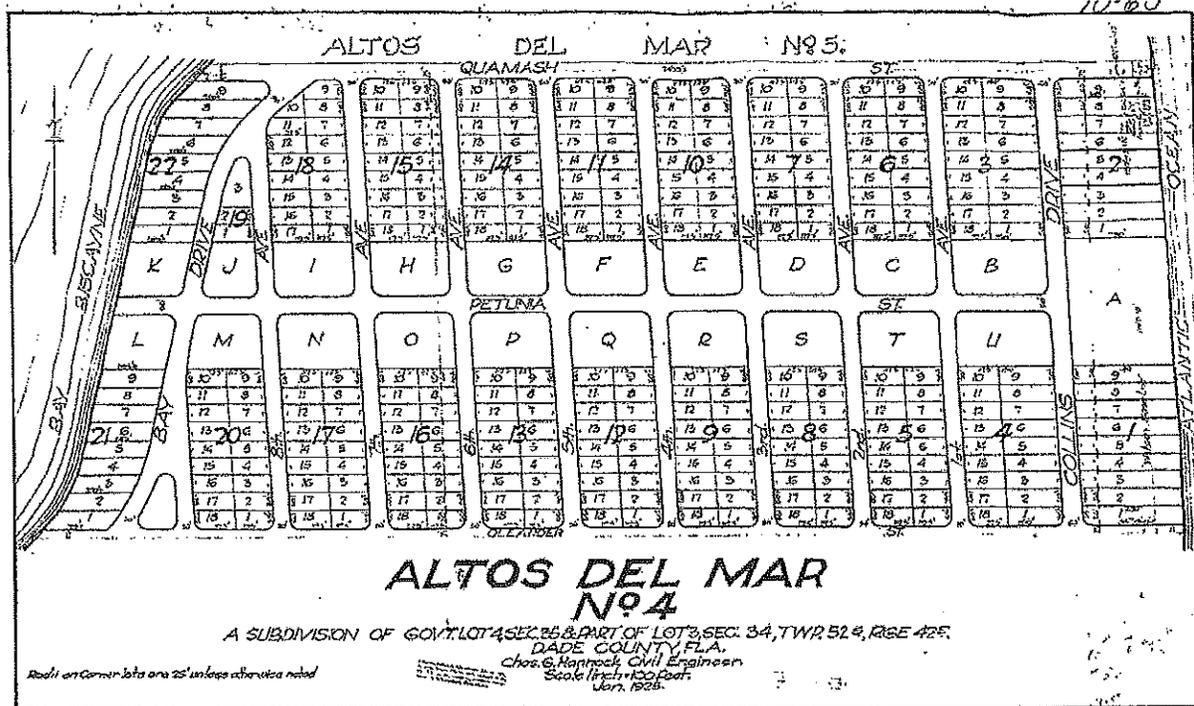
Seaway Villas is historically significant for its association with the architectural history and its reflection of the pattern of development in the Town of Surfside as well as providing a significant example of early Masonry Vernacular architecture. Additionally, it is significant for its association with the Seaway Corporation, which had a vital role in the early development of Surfside. While the building was constructed in 1936, it represents the pattern of development that had been planned for Surfside starting in the 1920s.

From 1923-1925, the Tatum Brothers, noted real estate developers in Miami-Dade County, subdivided the land that would eventually become Surfside.<sup>1</sup> Beginning in 1919, the Tatum Brothers platted a series of subdivisions known as Altos Del Mar, with each subdivisions consecutively numbered. Altos Del Mar No. 1 and Altos Del Mar No. 2 were platted in 1919, extending from present day 75 Street to 87 Terrace, stretching between the ocean and one block west of Collins Avenue. Altos Del Mar No. 3 was platted in 1923; it was positioned to adjoin No. 1, extending westward to Dickens Avenue, between 75 and 81 Streets. Altos Del



The Tatum Brothers standing alongside a billboard advertising their Altos Del Mar subdivision, December 1922. (Photo courtesy Reference Collection, Florida Memory Collection, Image # RC04806)

Mar Nos. 4, 5, and 6 were platted from 1923 to 1925 in present-day Surfside, between 90 and 96 Streets, stretching from the Atlantic Ocean west to Indian Creek.<sup>2</sup> Seaway Villas is located in Altos Del Mar No. 4.



Altos Del Mar No. 4 Plat Book 10-63 as platted by the Tatum Brothers, January 1925. Seaway Villas is located in Block 2, Lots 4 and 5, as outlined in red.

Even with the subdivision platted, the Town of Surfside was not yet incorporated and development would not begin in earnest until after World War II.<sup>3</sup> Prior to the completion of the Surf Club in 1930, about fifteen homes had been built in the area that would become Surfside. The overall character of the town was described as "bare and deserted."<sup>4</sup>

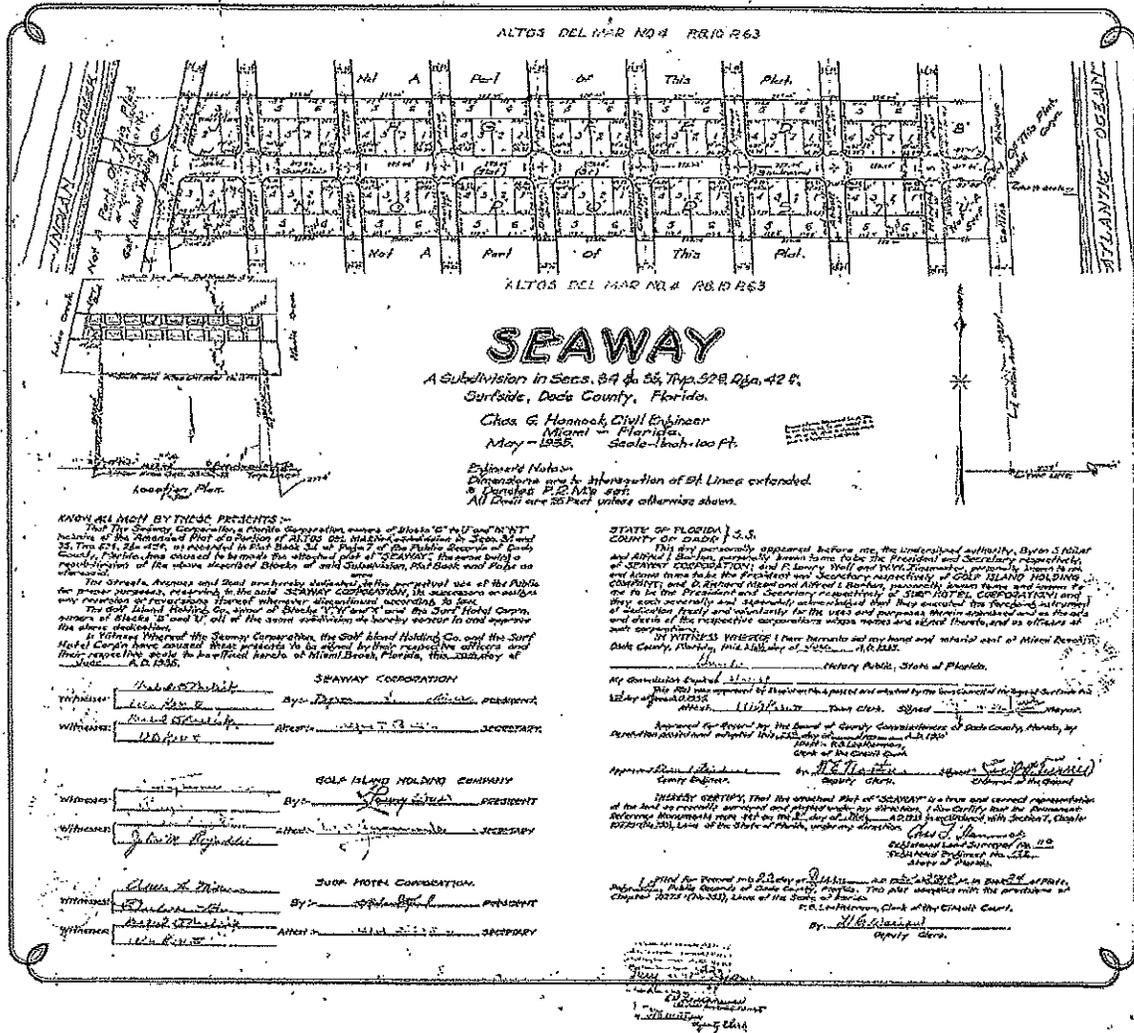
In 1935, The City of Miami Beach pursued annexing the area that would later become Surfside. The existing residents resisted the annexation. On May 18, 1935, the Town of Surfside was officially incorporated with the signatures of 35 residents, all members of the recently completed Surf Club.<sup>5</sup> These members personally financed the venture with a loan of \$28,500.<sup>6</sup> At the time of incorporation, the Town of Surfside had 50 residents and relatively little development.<sup>7</sup>

Once incorporated, town residents selected Spearman Lewis as the first Mayor. Together Mayor Spearman and a newly formed Town Commission created a vision for Surfside as a vibrant beachside town that integrated resorts, residences, and businesses.<sup>8</sup> Even though incorporation occurred in 1935, major development did not start for another 10 years. Prior to 1939, a total of 176 buildings were constructed in Surfside; 431 buildings were constructed in the 1940s; the 1950s saw the most construction with 934 buildings erected in Surfside. In the 1960s, development dropped to 195 buildings constructed; 536 in the 1970s; 330 in the 1980s, and 564 in the 1990s.<sup>9</sup>

While major development did not occur until after World War II, one company invested early on in the development of the newly incorporated Surfside. In 1934, Alfred I. Barton and Byron S. Miller, son of B.D. Miller, then president of Woolworth Stores, formed the Seaway Corporation and purchased a 16-block tract stretching west from the Surf Club.<sup>10</sup> Miller was President of the Seaway Corporation while Barton served as the secretary-

treasurer. Walter S. Hammons served as Vice President; he was also president of the Surf Club at that time.<sup>11</sup> Notably, Barton was also a founding member of the Surf Club, and served as the Club's vice president and secretary.<sup>12</sup>

In May 1935, the Seaway Corporation platted their purchased tract into a subdivision called 'Seaway.' The new subdivision ran along Surfside Boulevard (91<sup>st</sup> Street) from Collins Avenue to North Bay Drive. It was two-lots-deep and included all lots on Surfside Boulevard as well as the first lot to the rear on all adjoining side streets.



Seaway, Plat Book 34-69 as platted by the Seaway Corporation, May 1935. (Map courtesy of Miami-Dade County Clerk of the Courts.)

Once the subdivision was platted, the Seaway Corporation decided to construct fourteen buildings, including single-family houses and duplexes, within the new subdivision. This was a notably different approach from previous real estate developers, who largely subdivided the land and then sold the unimproved lots. The Seaway Corporation wanted to showcase the potential character of the new Town of Surfside. Byron S. Miller, President of the Seaway Corporation, noted, "We are not in the home building business, but have real estate to sell...it seemed necessary to furnish a group of homes to illustrate what good taste and a small amount of money could accomplish."<sup>13</sup>

The Seaway Corporation hired the New York-based architectural firm Visscher & Burley to design the new buildings. The amount of work to design the homes for the Seaway Corporation spurred the firm to open an office in Miami Beach. When the Seaway Corporation signed its first construction contract, it totaled \$100,000 and was Miami's largest home building program contract. Visscher & Burley designed the buildings to reflect a variety of architectural influences, including a French directoire period home, a Bermuda-style country house, and a plantation home.<sup>14</sup>

While Visscher & Burley designed the majority of the new buildings, the Seaway Corporation also hired Igor Plevitzky, noted Miami-area architect, to design some houses in the new subdivision. Each of the buildings was outfitted with the latest technologies, including air conditioning.<sup>15</sup> They also constructed an office for the Seaway Corporation headquarters, located at Abbott Avenue and Surfside Boulevard. This building later became Surfside's first town hall and police station.<sup>16</sup> Once completed, the Seaway Corporation was credited with defining the early character of Surfside, specifically that they had "done much to establish and maintain the high standard of buildings in the community."<sup>17</sup> By mid-1936, the Town of Surfside had grown to include 91 buildings.<sup>18</sup>

**SEAWAY  
CORPORATION**

Presents to a discriminating clientele the most distinctive and beautiful development in the Miami Beach area, situated on Surfside Boulevard, between The Surf and Indian Creek Clubs.

**HOMESITES . . . (One Hundred)**  
with all utility improvements and landscaping.

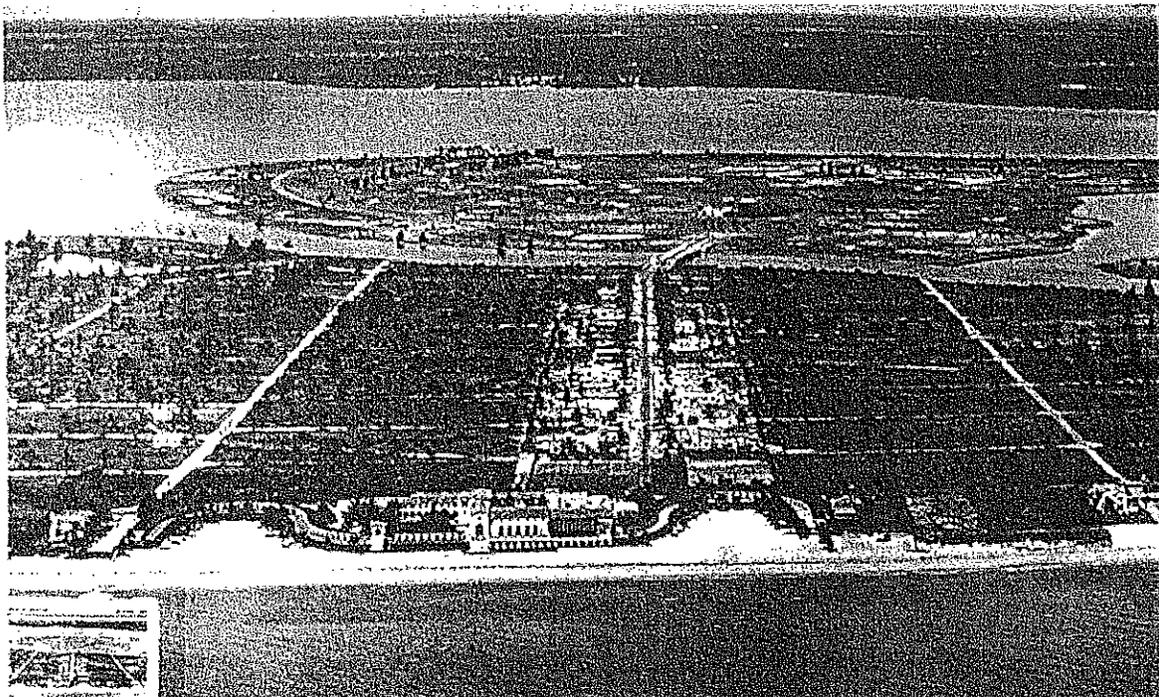
**HOMES FOR SALE**  
Distinctive and unusual, charmingly decorated, or unimproved.

**APARTMENTS FOR LEASE**  
Up-to-date and completely furnished. Each apartment consists of Living-room, two Bedrooms, Bath, Kitchen, Sun Terrace and Garage.

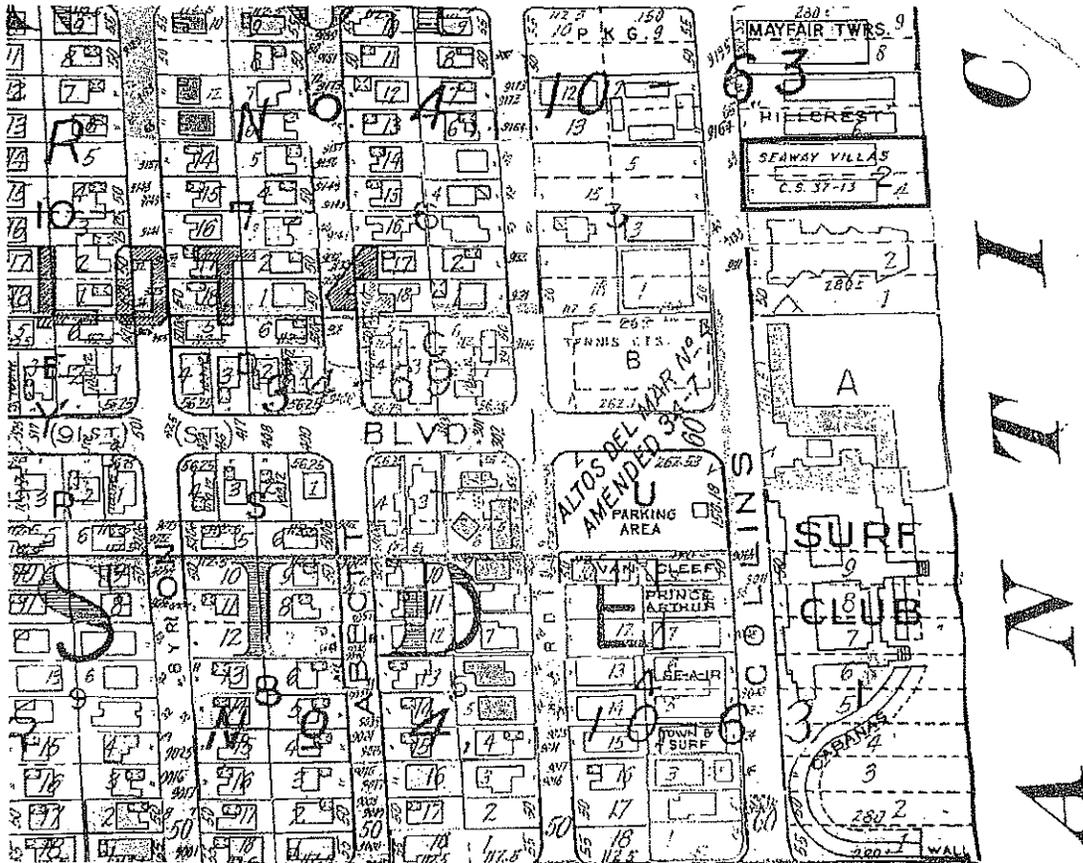
For Information and Inspection of Property Apply To

**SEAWAY CORPORATION**  
SURFSIDE BOULEVARD and ABBOTT AVENUE  
SURFSIDE . . . MIAMI BEACH, FLORIDA  
TELEPHONE 3-2110

The Seaway Corporation ran a variety of ads in local newspapers to promote the "distinctive and beautiful" character they had created in Surfside. This ad ran in the Miami News on January 19, 1936.



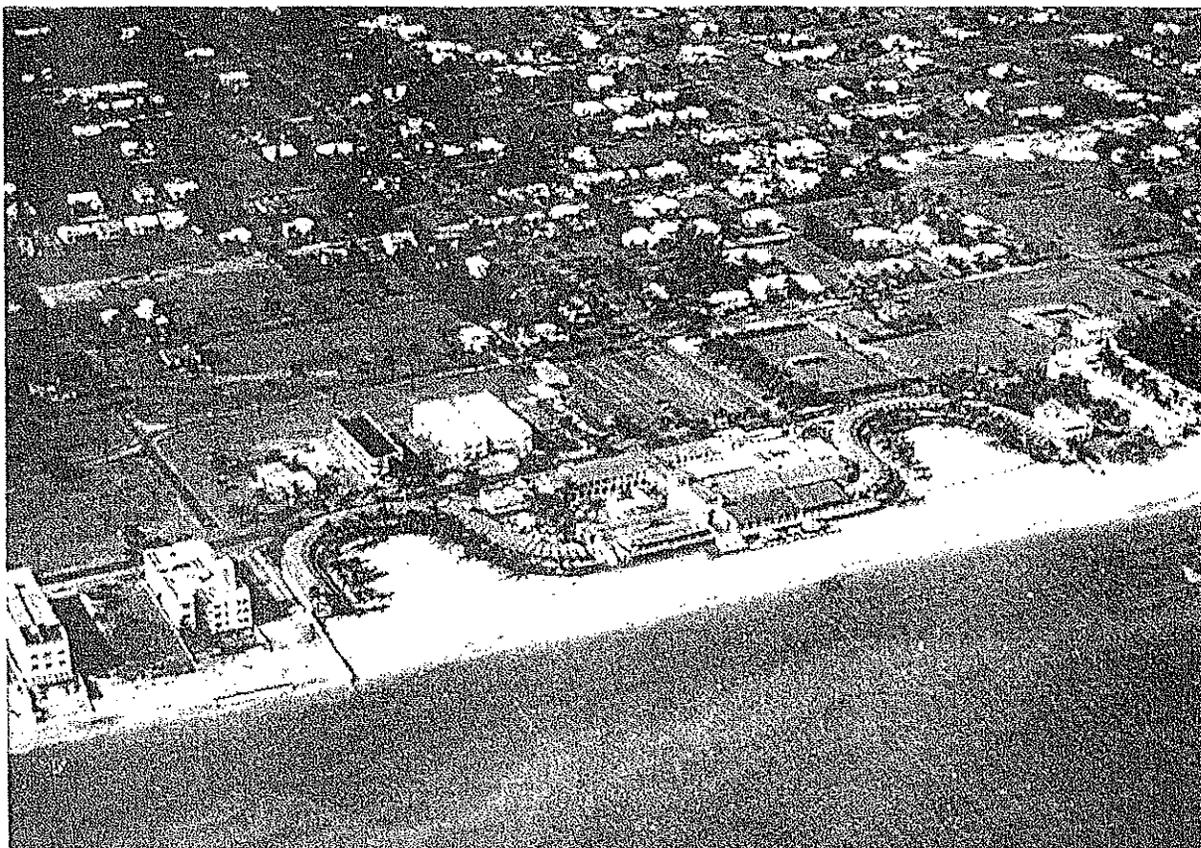
Aerial view looking west with the completed Surf Club. The Seaway Corporation concentrated early development on the 91<sup>st</sup> Street (Surfside Boulevard) corridor while overall, Surfside remains undeveloped and dotted with trees, 1935. Initial site clearing for the construction of Seaway Villas is evident to the north (right) of the Surf Club. (Photo courtesy Wendler Collection, Florida Memory Collection, Image # WE014.)



Sanborn Fire Insurance Map of Surfside, showing Seaway Villas, outlined in red, in context with the other mid-century apartment and hotel buildings constructed along Collins Avenue and the Surf Club, 1952. (Photo courtesy G.M. Hopkins Co., *Plat Book of Miami Beach to Golden Beach Also Virginia Key and Key Biscayne*, 1952.)

In May 1936, following the completion of the Seaway subdivision construction, the Seaway Corporation announced they would construct an ocean-front apartment building on Collins Avenue. Named simply 'Seaway Villas,' the two-story building was the first apartment building constructed on the beachfront in Surfside. The apartment building was to be located just north of the Surf Club, on Collins Avenue. The Seaway Corporation hired Visscher & Burley to design the U-shaped building in a "Charleston type of architecture."<sup>19</sup> The building was designed to give every resident a view of the ocean, as well as of the central courtyard garden. Once completed, the Seaway Corporation planned to continue to own and manage the two-story apartment building. Seaway Villas cost \$150,000 to construct, which brought the total of permitted construction in Surfside to \$434,400 since the Town's incorporation the previous year.<sup>20</sup> The cost of Seaway Villas made up over one-third of the total construction in Surfside.

The overall development and character of Surfside was carefully planned from its earliest days. In 1936, following the much-applauded construction by the Seaway Corporation, the Town Council raised the minimum amount that could be spent on constructing individual residences. It was raised to \$5,000 with the express purpose of protecting the town character and preventing "undesirable structures."<sup>21</sup> The Seaway Corporation pioneered early development in the town, undertaking the majority of development and construction that occurred immediately after the town was incorporated. Because of this, the Seaway Corporation, along with guidance from the new town officials were responsible for defining the early character of Surfside. In 1941, it was reported, "Surfside is not being allowed to grow haphazardly. All parks and parkways are being carefully planned and the general improvements of the beauty of the town is a prime aim of Mayor Carroll, a general contractor, and his official family."<sup>22</sup>



Circa 1947 aerial view looking northwest with the Surf Club in the foreground. Seaway Villas stands to the north (right) of the Surf Club, with a single family home standing between the two developments. By 1947, the vegetation planted in the central courtyard of Seaway Villas has grown above the roofline. (Photo courtesy Wendler Collection, Florida Memory Collection, Image # WE013.)

As development picked up following World War II, it generally followed the subdivision planned by the Tatum Brothers in the 1920s, as well as by the Seaway Corporation in 1935. The pattern of development that emerged as the town was laid out included high- and low-rise condominiums, apartments, and hotels east of Harding Avenue with a mix of single-family homes, duplexes, and several smaller apartment buildings west of Harding Avenue.<sup>23</sup> The east side of Collins Avenue was improved with beachfront hotels, motels, and apartment buildings. Because Seaway Villas was the first beachfront apartment building in Surfside, it served as an important example for future development.

#### IV. ARCHITECTURAL SIGNIFICANCE

Seaway Villas is significant as an excellent example of early Masonry Vernacular architecture in Surfside. While eventually Streamline Moderne and Miami Modern (MiMo) style architecture came to characterize Surfside during its height of development after World War II, modest buildings constructed by the Seaway Corporation set the standard for development that followed. The architecture and placement of the building on the oceanfront, in close proximity to the Surf Club, contributes to the understanding of the historic context and early pioneering architectural heritage of Surfside.

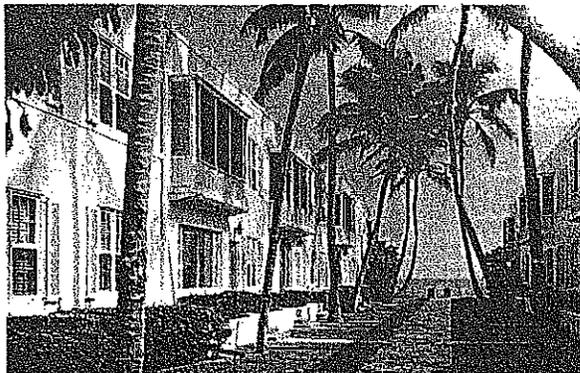
The Masonry Vernacular building was designed by Theodore Visscher and James Lindsay Burley and was constructed in 1936. Visscher & Burley were initially based out of New York, before opening a Miami branch

office in the early 1930s. In October 1931, James Burley applied for a Florida state architecture license, based on his good standing with the American Institute of Architects as a New York-registered architect.<sup>24</sup>

Visscher and Burley graduated from the architecture program at Lehigh University in 1899 and 1894, respectively. Much of their work was performed in the 1920s and 1930s. At Lehigh University, they designed several buildings, Packard Laboratory being the most well-known. These buildings were designed in the Collegiate Gothic style, which was the style for which Visscher & Burley came to be best known.

While these buildings by Visscher & Burley are not currently designated as historic, a recent Preservation Master Plan prepared for the town of Bethlehem, Pennsylvania identified the resources as eligible and recommended creation of a Lehigh University Historic District, which would include the Visscher & Burley designs.<sup>25</sup>

While Visscher and Burley were better known for their Collegiate Gothic architecture at their alma mater, their work in Surfside responded to the tropical climate and the locally prevalent architectural styles, helping the Seaway Corporation provide examples of various building styles in Surfside. Beyond the several buildings they designed in the Seaway subdivision and Seaway Villas, the extent of their work in the Miami area remains unknown.



A historic period postcard documents the character of the central courtyard and the original building ornamentation, including original shutters and light fixtures, circa 1961.



Existing view of the central courtyard and building ornamentation, August 2014. While some original details have been removed, the overall historic design and character of the site remains.

The detailing and overall architecture of Seaway Villas provides a strong example of Masonry Vernacular with distinct Mediterranean influences. The majority of the façade decoration is focused on the windows. This feature, along with the brackets on the main façade, the arched chimney caps, and the arched doorways throughout evoke the Mediterranean Revival style. Masonry Vernacular is largely characterized by buildings of masonry construction with simple ornamentation. The Mediterranean-influenced details ensured that Seaway Villas nicely complemented the Mediterranean Revival style Surf Club, which, at the time of construction, was its only neighboring building. Its proximity to its then neighbor, the Surf Club, likely influenced its understated design.

Masonry Vernacular was a popular design style until about 1940, because concrete block was commercially available and was a relatively inexpensive and lightweight material with which to work. The U-shape of the building, along with the courtyard garden and projected window bays responded directly to the tropical climate, giving each resident ample breezes as well as views of the courtyard and ocean from inside each unit.

The original design and features of the building and courtyard remain largely intact. The detailing on the projected window bays, with crisscrossed latticework is original, as well as the arched chimney caps. The coral rock pathway and terrace continue to contribute to the scenic character of the central courtyard. The most notable alteration is the resurfacing of the lobby floor with terracotta-colored tiles. It is believed that the original irregular coral rock pavers remain in situ beneath the tiles. It is likely that current single-hung-sash windows are not original, though some appear to be considerably older than others. Many of the windows are metal-framed, while the more contemporary windows are white vinyl. Black metal railings that line the stairways are likely replacements as well. In spite of the changes that have occurred, the overall design and character of Seaway Villas remains. The modest, yet distinct detailing of the building, courtyard, and terrace continues to convey the historic character of the building.

This building embodies an architectural type that was part of the pioneering development undertaken by the Seaway Corporation immediately after the town was incorporated. Because major development did not occur until after World War II, Seaway Villas is one of the oldest buildings in Surfside today. Not only was it constructed by a company who had an incredible influence on the emerging character of Surfside, it was the first apartment building constructed on the beachfront. Today, Seaway Villas remains as an example of the early character of Surfside.

## V. CRITERIA FOR DESIGNATION

Seaway Villas is significant under the following criteria, as set forth in Section 16A-10 of the Miami-Dade Historic Preservation Ordinance:

- (a) **Criteria Sec. 16A-10(1)(a)**, Is associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, paleontological and architectural history that have contributed to the pattern of history in the community, Miami-Dade County, south Florida, the State or the nation.
- (c) **Criteria Sec. 16A-10(1)(c)**, Embodies the distinctive characteristics of a type, period, style or method of construction or work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction.

## VI. STANDARDS FOR CERTIFICATE OF APPROPRIATENESS

Standards for Certificates of Appropriateness will follow the general guidelines as recommended for historic sites, as detailed in *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as developed in 1992 and codified as 36CFR Part 68 in the July 12, 1995, *Federal Register* (Vol. 60, No. 133). However, ordinary maintenance and minor repairs/alterations will not be subject to review.

## VII. CONTRIBUTING FEATURES

Seaway Villas maintains a high degree of its historic integrity, in spite of changes that have occurred since its original construction in 1936. All exterior façades of the building are contributing resources. The main lobby is also an important contributing feature. Beyond the built structure, the central courtyard and beachfront terraces are integral to the historic character and setting of Seaway Villas. All features in the courtyard and the terraces, including the overall spatial organization, visual relationships, circulation features, vegetation, built-in planters, and small-scale features like the terrace curbing, shall be considered contributing features. Any proposed alterations to features that contribute to the significance and integrity of Seaway Villas require submittal of a Certificate of Appropriateness.

The interior spaces of individual condominium units are non-contributing resources. As such, alterations to these interior spaces would not require a Certificate of Appropriateness.

### **VIII. STAFF EVALUATION**

Staff has performed a site visit to document Seaway Villas, as well as research into the historic context of the building. Staff has determined that Seaway Villas, located at 9149 Collins Avenue, meets the objective criteria for designation. This evaluation is based on the historic context and architectural qualities of the building, as it was the first apartment building constructed on the beach in Surfside; it is associated with the Seaway Corporation, which had a significant impact on the early character of Surfside; it reflects the pattern of development in Surfside; and embodies the distinctive characteristics of Masonry Vernacular with Mediterranean influences.

## IX. ENDNOTES

- <sup>1</sup> "Surfside Turns 75," Town of Surfside 75<sup>th</sup> Anniversary Brochure, 2010; page 4.
- <sup>2</sup> "The History of Altos Del Mar," Altos Del Mar Sculpture Park, accessed March 17, 2014. <http://www.admsp.org/2010/02/08/admsp-nature-friendly-series-the-materials-subtle-interventions/>.
- <sup>3</sup> Eric P. Nash & Randall C. Robinson, Jr., *MiMo: Miami Modern Revealed*, Chronicle Books, San Francisco, CA, 2004: 142.
- <sup>4</sup> Sandy Schnier, "Surfside: Industrialists' Club is Hub of Community," *The Miami News*, May 3, 1959, page 9.
- <sup>5</sup> "History of Surfside," Town of Surfside, accessed February 7, 2014. [http://www.townofsurfsidefl.gov/Pages/SurfsideFL\\_WebDocs/aboutsurfside#history](http://www.townofsurfsidefl.gov/Pages/SurfsideFL_WebDocs/aboutsurfside#history).
- <sup>6</sup> "Surfside Turns 75," Town of Surfside 75<sup>th</sup> Anniversary Brochure, 2010; page 4.
- <sup>7</sup> "Surfside Turns 75," Town of Surfside 75<sup>th</sup> Anniversary Brochure, 2010; page 4.
- <sup>8</sup> "Surfside Turns 75," Town of Surfside 75<sup>th</sup> Anniversary Brochure, 2010; page 6.
- <sup>9</sup> "Surfside Turns 75," Town of Surfside 75<sup>th</sup> Anniversary Brochure, 2010; page 18.
- <sup>10</sup> Sandy Schnier, "Surfside: Industrialists' Club is Hub of Community," *The Miami News*, May 3, 1959, page 9.
- <sup>11</sup> "Seaway Corp. to Open Homes for Inspection," *The Miami News*, Sunday, January 19, 1936, page 4.
- <sup>12</sup> "Social Figure Alfred Barton Dies," *The Miami News*, March 17, 1980, page 4A.
- <sup>13</sup> "Seaway Corp. to Open Homes for Inspection," *The Miami News*, Sunday, January 19, 1936, page 4.
- <sup>14</sup> "Seaway Corp. to Open Homes for Inspection," *The Miami News*, Sunday, January 19, 1936, page 4.
- <sup>15</sup> "Surfside Home Units will be Air Conditioned," *The Miami News*, No. 152, August 11, 1935, page 4.
- <sup>16</sup> Sandy Schnier, "Surfside: Industrialists' Club is Hub of Community," *The Miami News*, May 3, 1959, page 9.
- <sup>17</sup> "Surfside Plans New Apartment on Ocean," *The Miami News*, Vol. XLI, No. 152, May 10, 1936, Real Estate & Building Section.
- <sup>18</sup> "Surfside Plans New Apartment on Ocean," *The Miami News*, Vol. XLI, No. 152, May 10, 1936, Real Estate & Building Section.
- <sup>19</sup> "Surfside Plans New Apartment on Ocean," *The Miami News*, Vol. XLI, No. 152, May 10, 1936, Real Estate & Building Section.
- <sup>20</sup> "Surfside Plans New Apartment on Ocean," *The Miami News*, Vol. XLI, No. 152, May 10, 1936, Real Estate & Building Section.
- <sup>21</sup> "Surfside Plans New Apartment on Ocean," *The Miami News*, Vol. XLI, No. 152, May 10, 1936, Real Estate & Building Section.
- <sup>22</sup> Cecil Warren, "Surfside Fast Growing Miami District 'Infant'," *The Miami News*, July 13, 1941.
- <sup>23</sup> "Surfside Turns 75," Town of Surfside 75<sup>th</sup> Anniversary Brochure, 2010; page 18.
- <sup>24</sup> James Burley, letter to Secretary of the American Institute of Architects, October 8, 1931.
- <sup>25</sup> Phillips Preiss Grygiel, LLC, "Preservation Plan for the City of Bethlehem, Pennsylvania," July 2011.

**X. APPENDIX A: PROPERTY INFORMATION**

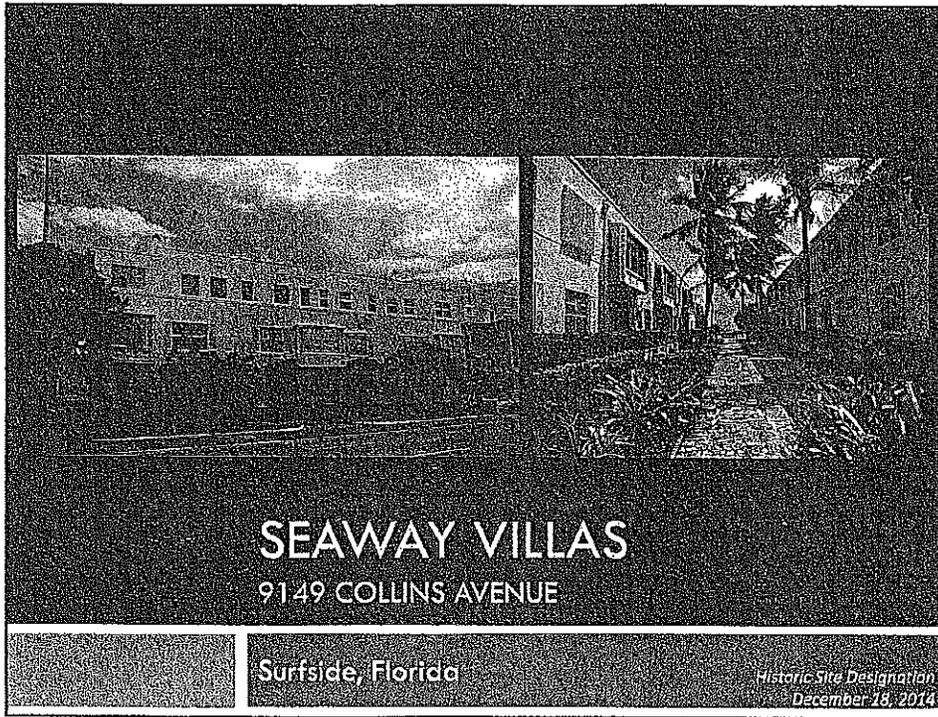
Address	Folio Number	Legal Description	Property Owner
9149 Collins Ave Unit 101	14-2235-015-0010	Seaway Villas Condo Unit 101 Undiv 5.11021% Int In Common Elements Clerks File 74R138453 or 16986-1205 1195 1	George A. Karam 9149 Collins Avenue Unit 101 Surfside, FL 33154-3142
9149 Collins Ave Unit 102	14-2235-015-0020	Seaway Villas Condo Unit 102 Undiv 5.00659% Int In Common Elements Clerks File 74R138453 COC 22061-0001 02 2004 5	James Crass IV & Jeffrey Crass Sr. 9149 Collins Avenue Unit 102 Surfside, FL 33154-3142
9149 Collins Ave Unit 103	14-2235-015-0030	Seaway Villas Condo Unit 103 Undiv 4.53561% Int In Common Elements Clerks File 74R138453 or 13516-2821 1187 1	Chrys & Lidia Krystal 10 Woodvalley Drive Toronto Ontario M9A 4H1 Canada
9149 Collins Ave Unit 104	14-2235-015-0040	Seaway Villas Condo Unit 104 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 12560-1399 0485 1 COC 25924-4264 09 2007 6	Seaway Condo Acquisition LLC 176 NE 43 Street Miami, FL 33137
9149 Collins Ave Unit 105	14-2235-015-0050	Seaway Villas Condo Unit 105 Undiv 4.53561% Int In Common Elements Clerks File 74R138453 or 20201 2106 0202 4	Nancy T. Huggins TR PO Box 68 Cobbs Creek, VA 23035
9149 Collins Ave Unit 106	14-2235-015-0060	Seaway Villas Condo Unit 106 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 18575-4383 0499 1 COC 21748-3178 10 2003 1	Katharina Rabago 9008 Collins Avenue Unit 401 Surfside, FL 33154
9149 Collins Ave Unit 107	14-2235-015-0070	Seaway Villas Condo Unit 107 Undiv 2.99077% Int In Common Elements Clerks File 74R138453 or 19195-2973 072000 1	Mary Russell TRS 9149 Collins Avenue Unit 107 Surfside, FL 33154

9149 Collins Ave Unit 108	14-2235-015-0080	Seaway Villas Condo Unit 108 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 19748-2309 0601 1	Juan Bernardo Sanint 9149 Collins Avenue Unit 108 Surfside, FL 33154-3142
9149 Collins Ave Unit 109	14-2235-015-0090	Seaway Villas Condo Unit 109 Undiv 2.84947% Int In Common Elements Clerks File 74R138453 or 9230-368	The Seaway Villas Condo Association 9149 Collins Avenue Unit 109 Surfside, FL 33154-3100
9149 Collins Ave Unit 110	14-2235-015-0100	Seaway Villas Condo Unit 110 Undiv 2.90128% Int In Common Elements Clerks File 74R138453 or 19071-1311-3476 19099-3358 0200 5	Diana & George Humphrey 42 Cutting Way Wayland, MA 01778
9149 Collins Ave Unit 111	14-2235-015-0110	Seaway Villas Condo Unit 111 & 114 Undiv 3.18388% Int In Common Elements Clerks File 74R138453 or 10205-341 1078 COC 25779-2994 05 2007 5	Carolina Rainer 9149 Collins Avenue Unit 111-114 Surfside, FL 33154
9149 Collins Ave Unit 112	14-2235-015-0120	Seaway Villas Condo Unit 112 Undiv 2.72702% Int In Common Elements Clerks File 74R138453 or 18078-2332 0498 1 COC 23024-4828 01 2005 1	Manuel & Michelle Valdes 910-Madrid Street Coral Gables, FL 33134-2208
9149 Collins Ave Unit 201	14-2235-015-0140	Seaway Villas Condo Unit 201 Undiv 4.99717% Int In Common Elements Clerks File 74R138453 or 18818-4163-4165 0899 4 COC 26355-2397 03 2008 5	Steven E. Zawid 157 Sierra Circle Folsom, CA 95630
9149 Collins Ave Unit 202	14-2235-015-0150	Seaway Villas Condo Unit 202 Undiv 4.99717% Int In Common Elements Clerks File 74R138453 CF 74R 184682 or 24106-4728/30 1205 1	Andrea Romero 9149 Collins Avenue Unit 202 Surfside, FL 33154-3142

9149 Collins Ave Unit 203	14-2235-015-0160	Seaway Villas Condo Unit 203 Undiv 4.50735% Int In Common Elements Clerks File 74R138453 or 21018-4424-0103 1	Andrea Romero Ferreira 9149 Collins Avenue Unit 203 Surfside, FL 33154-3100
9149 Collins Ave Unit 204	14-2235-015-0170	Seaway Villas Condo Units 204 & 206 Undiv 3.00490% & 3.00490% Int In Common Elements Clerks File 74R138453 COC 23097-2331 08 2004 4	Brian Campbell 900 Brickell Key Boulevard Unit 3203 Miami, FL 33131
9149 Collins Ave Unit 205	14-2235-015-0180	Seaway Villas Condo Unit 205 Undiv 4.53090% Int In Common Elements Clerks File 74R138453 or 20678-1480 0902 1	Alim A. & W. Brigitte Krilov 9149 Collins Avenue Unit 205 Surfside, FL 33154-3154
9149 Collins Ave Unit 207	14-2235-015-0200	Seaway Villas Condo Unit 207 Undiv 3.13677% Int In Common Elements Clerks File 74R138453 or 19157-1752 0600 1	Faith Doyle 9149 Collins Avenue Unit 207 Surfside, FL 33154-3154
9149 Collins Ave Unit 208	14-2235-015-0210	Seaway Villas Condo Unit 208 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 18851-1741-1740-1199 1 COC 23929-4624 10 2005 1	Giovanni Macri & W. Cinzia Cipriani 9149 Collins Avenue Unit 208 Surfside, FL 33154-3154
9149 Collins Ave Unit 209	14-2235-015-0220	Seaway Villas Condo Unit 209 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 19633-2548 0401 1	Manuel F. & Michelle O. Valdes 910 Madrid Street Coral Gables, FL 33134
9149 Collins Ave Unit 210	14-2235-015-0230	Seaway Villas Condo Unit 210 Undiv 3.00490% Int In Common Elements Clerks File 74R138453 or 17540-836 0297 1	June Knott 9149 Collins Avenue Unit 210 Surfside, FL 33154-3154
9149 Collins Ave Unit 211	14-2235-015-0240	Seaway Villas Condo Unit 211 Undiv 2.35023% Int In Common Elements Clerks File 74R138453 or 9471 1555	L.D. Chamberland 27 Briardale Crescent Ottawa Ontario K2E 1C3 Canada

9149 Collins Ave Unit 212	14-2235-015-0250	Seaway Villas Condo Unit 212 Undiv 2.85889% Int In Common Elements Clerks File 74R138453 or 15867-349 19593-4714 0493 1 COC 21953-1251 12 2003 4	Stephen Norris 9149 Collins Avenue Unit 212 Surfside, FL 33154-3154
9149 Collins Ave Unit 214	14-2235-015-0260	Seaway Villas Condo Unit 214 Undiv 2.31255% Int In Common Elements Clerks File 74R138453 or 14250-858 0989 2	Peter & Gael Love 115 Sunken Meadow Road Northpoint, NY 11768
9149 Collins Ave Unit 215	14-2235-015-0270	Seaway Villas Condo Unit 215 Undiv 4.41315% Int In Common Elements Clerks File 74R138453 or 14250-858 0989 2	Peter & Gael Love 115 Sunken Meadow Road Northpoint, NY 11768
9149 Collins Ave Unit 301	14-2235-015-0280	Seaway Villas Condo Unit 301 Undiv 4.16352% Int In Common Elements Clerks File 74R138453 COC 22547-0367 07 2004 1	Patricia Cohen 10275 Collins Avenue Unit 610 Bal Harbour, FL 33154-1421
9149 Collins Ave Unit 302	14-2235-015-0290	Seaway Villas Condo Unit 302 Undiv 4.16352% Int In Common Elements Clerks File 74R138453 or 17888-677-1197 4	Drcy Peraza 719 W 51 Street Miami Beach, FL 33140

**Exhibit 4:**  
**Designation Presentation made  
by HP Staff to HP Board**



# SEAWAY VILLAS

9149 COLLINS AVENUE

Surfside, Florida

*Historic Site Designation  
December 18, 2014*

## Site Context



The Town of Surfside is outlined in yellow, with the Seaway Villas property outlined in red.

## Site Context



Property outlined in red. The historic Surf Club is just to the south.

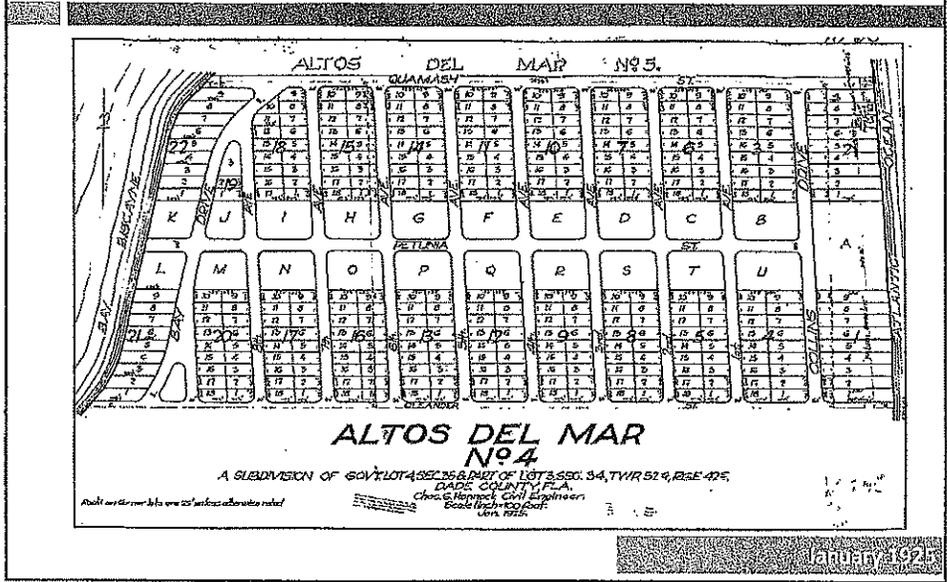
## Surfside, Florida: Historic Context



Tatum Brothers,  
December 1922

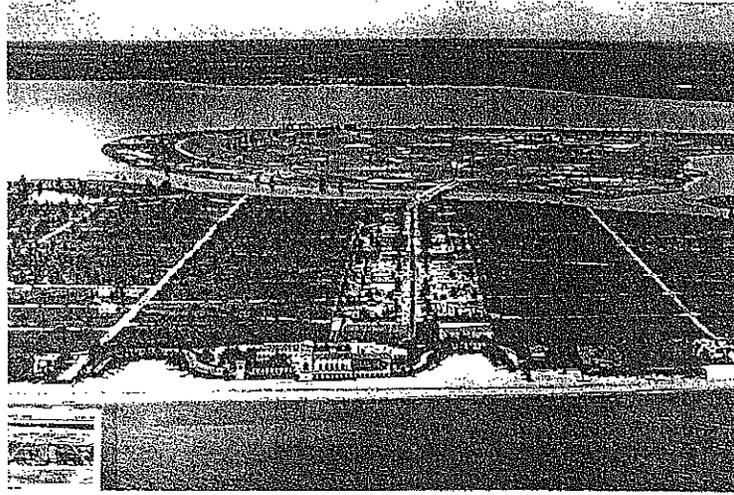
The Tatum Brothers, who major developers responsible for laying out many subdivisions throughout the County in the early 20<sup>th</sup> century, laid out a series of Altos Del Mar subdivisions in the 1920s. These subdivisions platted out the land that would later be incorporated as the Town of Surfside.

# Altos Del Mar No. 4



Seaway Villas is located in the Altos Del Mar No. 4 subdivision. The property is outlined in red.

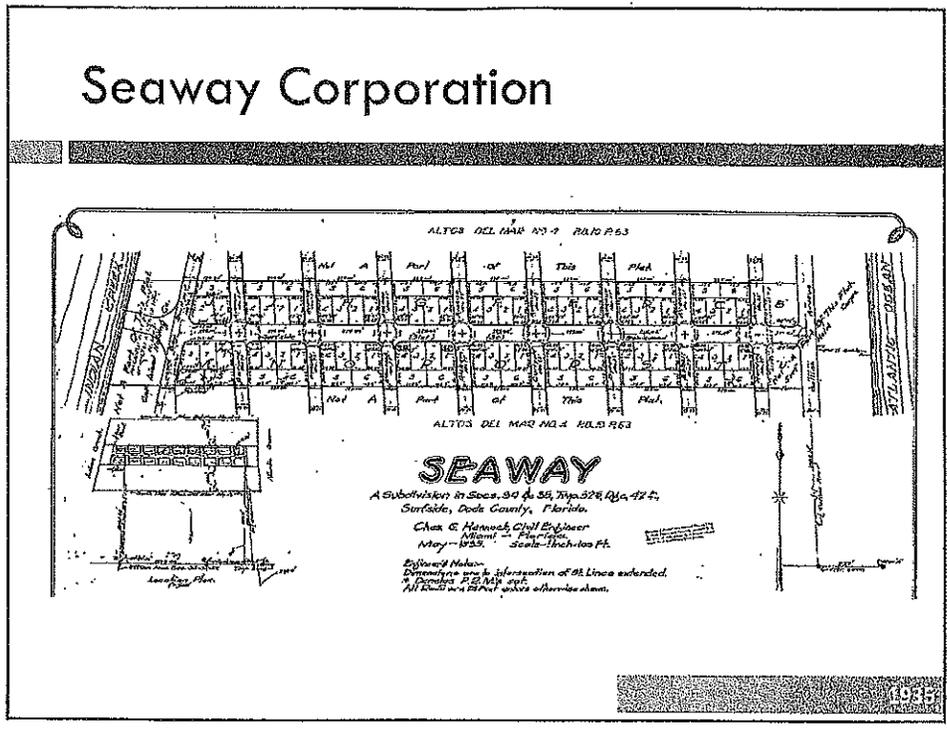
## Surf Club



1936

In spite of platted subdivisions, major development did not happen until after World War II. This photo from 1936 shows how bare the Town was, aside from the already constructed Surf Club. Because early development did not occur until later, any building that is pre-1940 should be considered part of Surfside's early history. Early Surfside history is closely tied to Surf Club, which actually predates the incorporation of the Town. In 1935, Miami Beach wanted to annex this land but the members of the Surf Club recognized that they had an area that was unique and special. As a result, the Surf Club members pooled their money and incorporated the Town of Surfside in 1935. The Board of the Surf Club became the first Town Commission.

# Seaway Corporation



Also connected to the Surf Club was the Seaway Corporation... Alfred Barton, first vice president and secretary of the Surf Club was also the secretary-treasurer of the Seaway Corporation. The Corporation platted a new subdivision along 91<sup>st</sup> Street. The Seaway Corporation went beyond typical developers, who sold largely unimproved lots. Instead, the Corporation wanted to show people what the new town of Surfside could be.

# Seaway Corporation

## SEAWAY CORPORATION

Presents in a distinguished climate the most distinctive and beautiful development in the Miami Beach area, situated on Surfside Boulevard, between The Surf and Indian Creek Clubs.

**HOMESITES . . . (One Hundred)**  
with all utility improvements and landscaping.

**HOMES FOR SALE**  
Delicious and wanted cheap. Fully furnished or unfurnished.

**APARTMENTS FOR LEASE**  
Uniquely and completely furnished. Each apartment consists of living room, two bedrooms, bath, kitchen, two terraces and garage.

For Information and Inspection of Property Apply To

**SEAWAY CORPORATION**  
SUNSHINE BOULEVARD and ARBUSTY AVENUE  
SUNSHINE . . . MIAMI BEACH, FLORIDA  
TELEPHONE 2-2116

### SHOWINGS OF THESE SURFSIDE HOUSES SCHEDULED FOR TOMORROW



**ARCHITECT GEORGE HORN IS EMPHASIZED**  
The new homes are being built in a style that is both modern and traditional. The architecture is designed to provide a comfortable and convenient living environment. The homes are located in a prime location and offer a wide range of amenities and services.

### SURFSIDE PLANS NEW APARTMENT ON OCEAN FRONT

Project to Raise Town's Building in Year to \$450,000

**SURFSIDE NEW FRENCH DIRECTOIRE**  
Home on a beautifully landscaped corner on Surfside Boulevard. Recently designed and being constructed.  
**SEE IT TODAY**  
Priced much below value of \$10,500. 1-2 with balcony and 2 porches at \$7,500.  
**SEAWAY CORPORATION**  
31st and ARBUSTY AVE.

They built a series of homes and multi-unit buildings in their newly platted subdivision. Their corporate office became Surfside's first town hall and police station. They hired two architectural firms to design the buildings, Visscher & Burley from NYC and Igor Polevitzky. The buildings were designed in various architectural styles and included all modern conveniences, like air conditioning.

# Seaway Corporation

## SURFSIDE PLANS NEW APARTMENT ON OCEAN FRONT

Project to Raise Town's  
Building in Year  
to \$130,000

Announcement yesterday of a new seven story apartment house to cost \$130,000, being the first of building projects in the town of Surfside to cost more than \$100,000 since the town was incorporated a year ago. Construction will start June 1 with completion planned for May 31.

The Seaway Apartments will be erected and owned by the officers of the Seaway Corp., which has done much to elevate and maintain the high standard of buildings in the community, which lies just south of the city limits of Miami Beach. These new apartments will represent a considerable improvement of architecture.

The new apartment house, occupying 100 feet, directly on the ocean front, just north of the Earl Club, will be designed by the California firm of architects, which has done a distinguished record. Apartments will include bath and sleeping porch, each with two private porches and individual closets. All units will have a view of the ocean.

Architects are Winches & Hickey of New York and Miami Beach, and designers will be by Cleveland & Hensell, major representatives of Alfred I. Hensel, secretary-treasurer of the Seaway Corp.

Announcement of plans for the apartment house, the first to be built on the ocean front in Surfside, follows shortly on the heels of the development of projects along Surfside Blvd. and means that the town of Surfside is now a largely restricted residential zone.

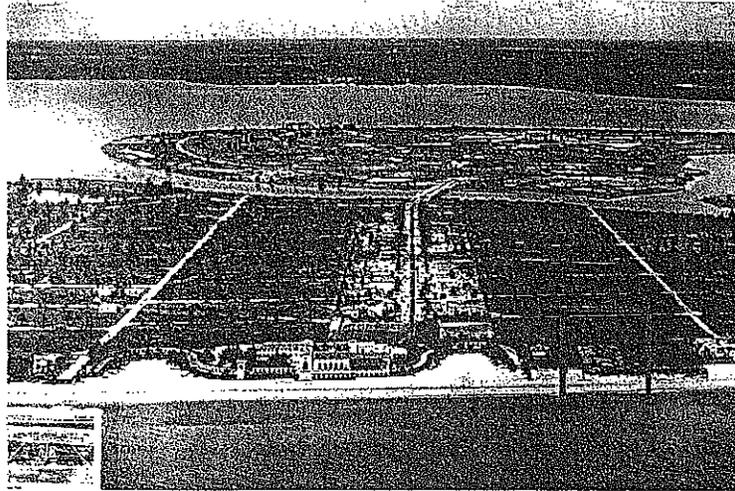
*The Seaway Corporation has "done much to establish and maintain the high standard of buildings in the community."*

The Miami News, Vol. XL, No. 152, May 10, 1936, Real Estate & Building Section.

1936

Article from 1936, announcing the construction of Seaway Villas, the **first beachfront apartment building in Surfside**. Also noted that the Seaway Corporation has "done much to establish and maintain the high standard of buildings in the community."

## Seaway Villas, under construction



1996

Not only was Seaway Villas first beachfront apartment building, but it was also part of the earliest build-out of the town. Shown in the red outline, the lot on which Seaway Villas will be constructed has been cleared. When first built, the Surf Club was its direct neighbor.

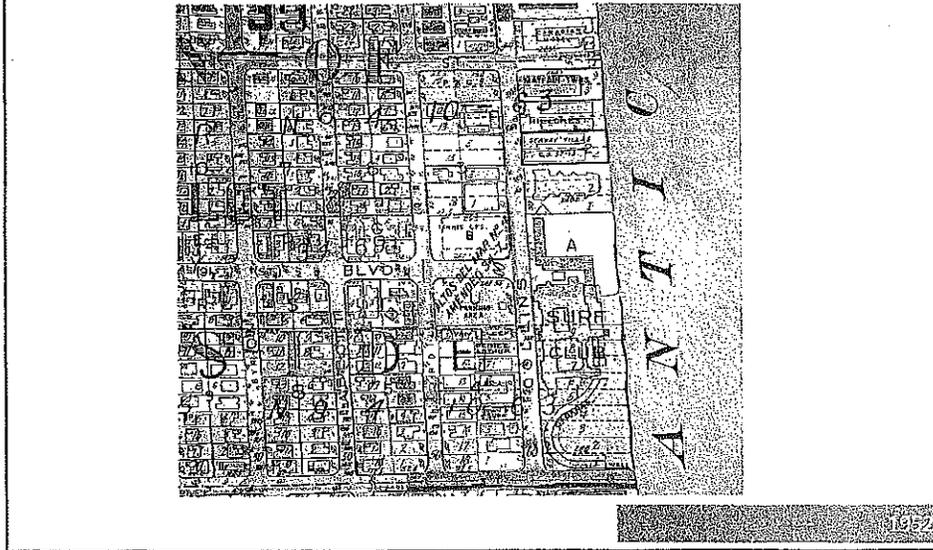
## Seaway Villas, Historic Context



©1947

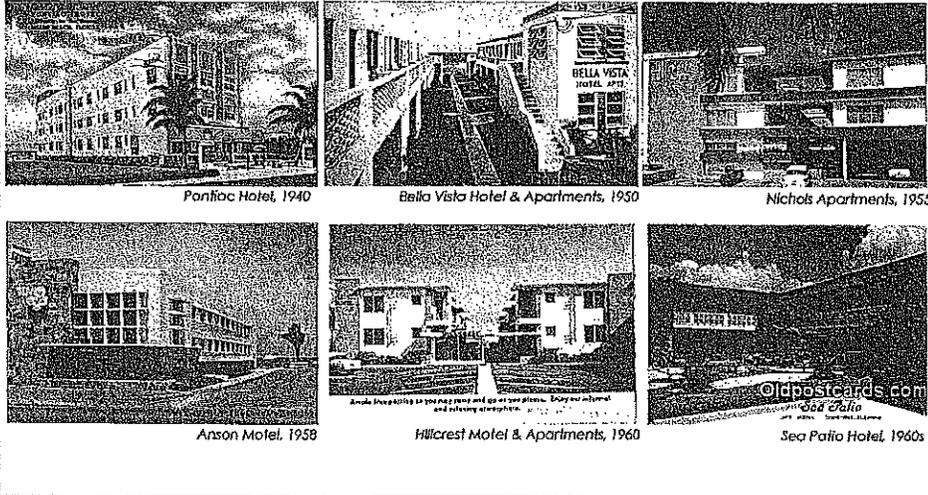
This circa 1947 aerial photo shows the rapid development that occurred in the town after World War II. Seaway Villas, and its lushly planted courtyard, are visible at the lower right-hand edge of the image, directly north of the Surf Club.

## Seaway Villas, Historic Context



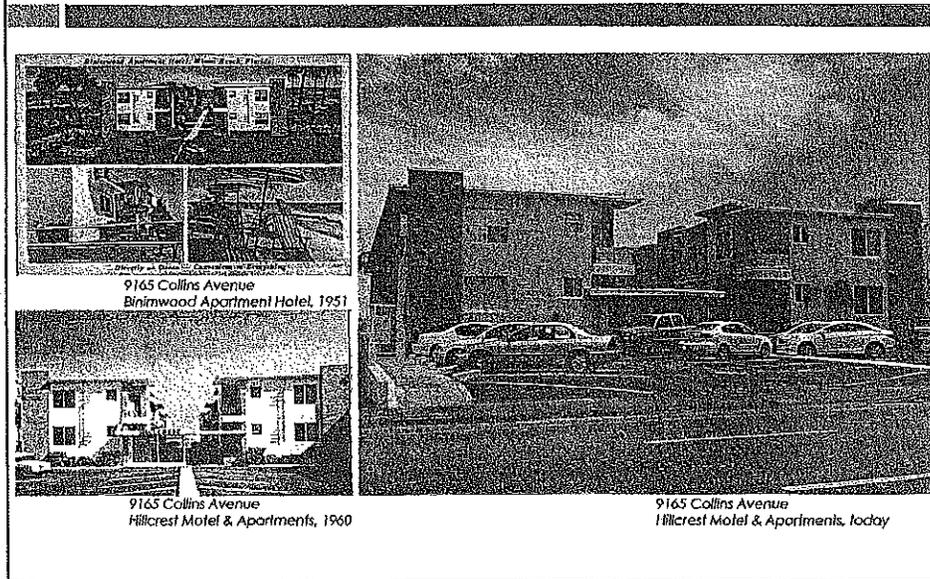
A 1950s fire insurance map shows Seaway Villas, outlined in red, in context with the surrounding development. In addition to the Surf Club, development along Collins Avenue consisted mainly of 2-3 story apartments, motels, and hotels, which drew visitors to the beachfront town.

## Collins Avenue Historic Context



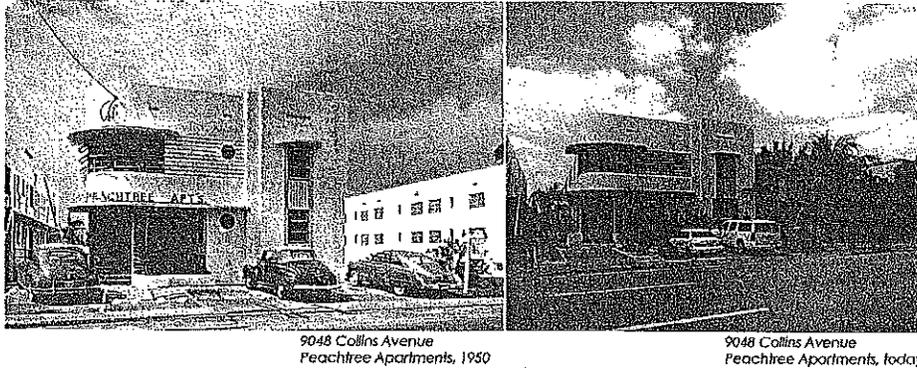
These postcards show what the character of Surfside was along Collins Avenue. These apartment and motel buildings lined both sides of Collins Avenue, defining a distinct character for the town, which celebrated itself as a beachfront, vacation destination.

## Collins Avenue Existing Context



While many of the original buildings have been demolished, a number of the mid-20<sup>th</sup> century development remains. This includes the Hillcrest Apartments, which stands just north of Seaway Villas. Here it is documented in 2 historic period postcards, and today. Its overall appearance continues to reflect its original design.

## Collins Avenue Existing Context



A postcard from 1950 shows the former Peachtree Apartments as it was originally designed, and as it stands today on Collins Avenue.

## Collins Avenue in Transition



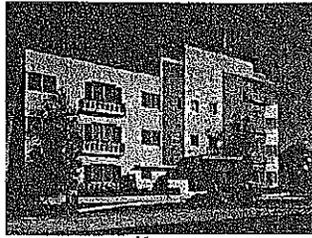
8941 Collins Avenue  
Pontiac Hotel, 1940



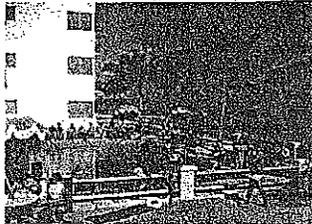
8941 Collins Avenue  
Mirage Condos, built 1995

While a few of the original, character-defining buildings remain, many have been replaced with contemporary condominium towers. The Pontiac Hotel was one of the first hotels constructed in Surfside and was designed with a distinct Streamline Moderne style. Today, the Mirage Condos stand in the hotel's original location.

## Collins Avenue in Transition



*Malaluka*



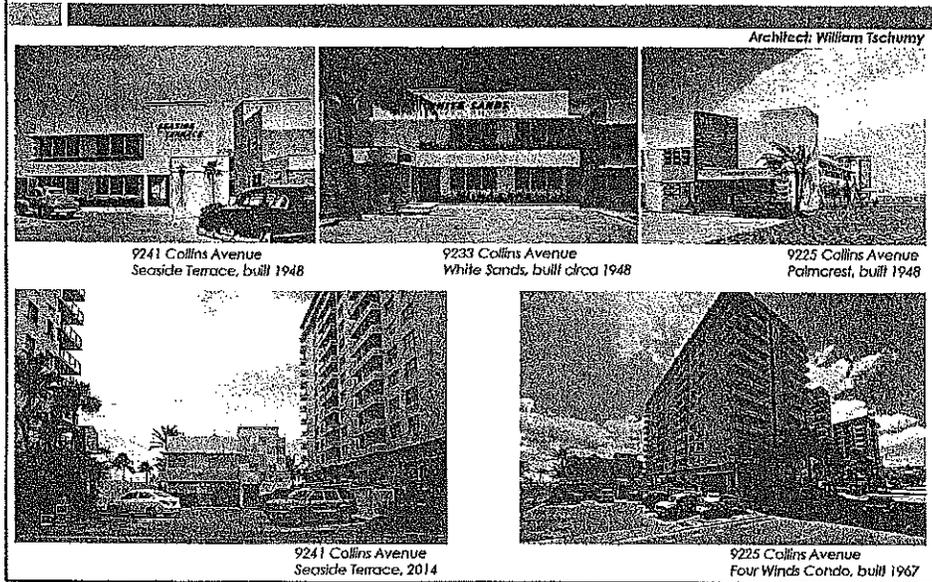
9201 Collins Avenue  
The Malaluka Hotel, 1950s



9201 Collins Avenue  
Waverly Condos, built 2003

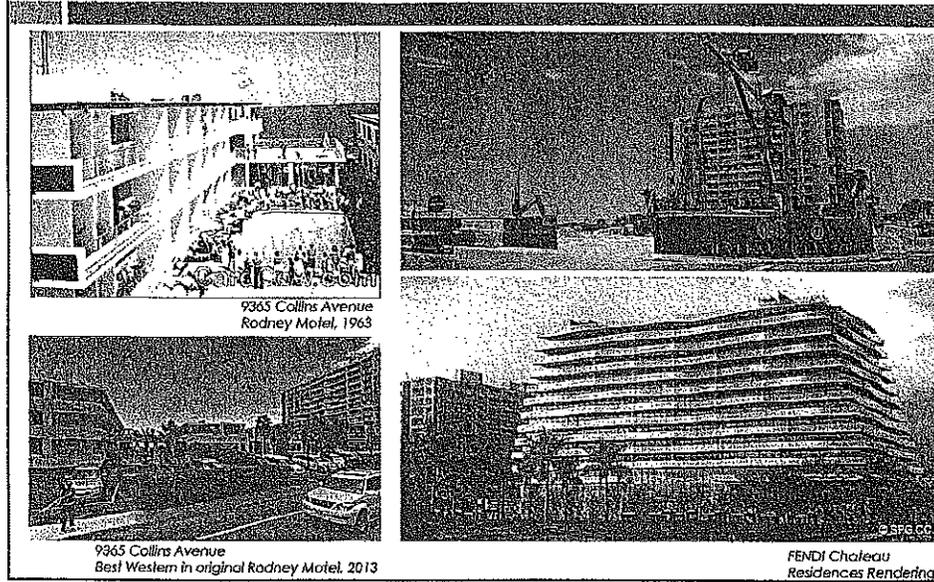
The Malaluka Hotel was a distinct MIMO-style, beachfront hotel. It was demolished and today the Waverly Condos stand in its place.

## Collins Avenue in Transition



Coral Gables Architect William Tschumy designed a trio of beachfront apartment buildings in Surfside. Today, Seaside Terrace is the only one of the three that remain. The White Sands and Palmcrest were both demolished to make way for the Four Winds Condo building.

## Collins Avenue in Transition



The Rodney Motel, shown in the historic period postcard, remained a distinct property on Collins Avenue until last year, when it was demolished for the FENDI Chateau Residences, which are currently under construction.

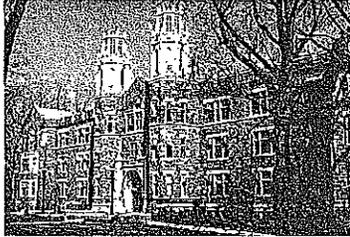
## Seaway Villas Existing Context



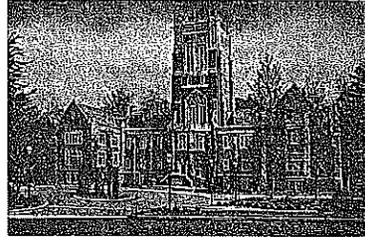
Seaway Villas is shown at the center of the image, in its existing context today on Collins Avenue.

# Architectural Significance

Theodore Visscher & James Lindsay Burley



*Packard Laboratory, built 1928*



*Alumni Memorial Building, built 1925*



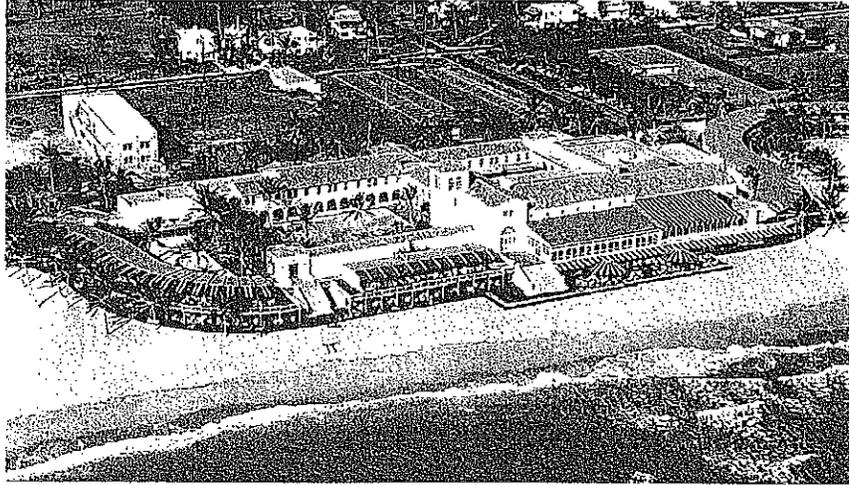
*Grace Hall*



*Linderman Library Addition, built 1929*

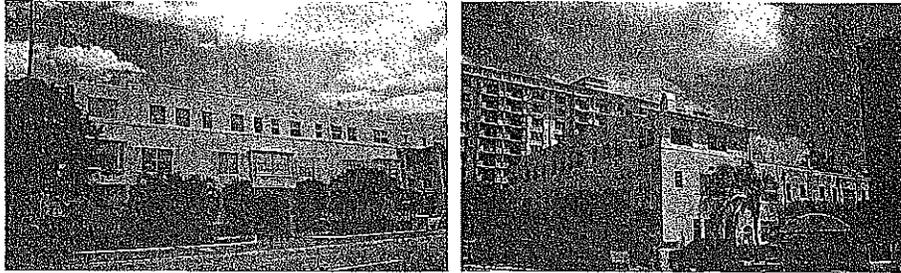
It was designed by Theodore Visscher and James Lindsay Burley, who were contextual designers. Their most well-known designs are shown here, at Lehigh University in Pennsylvania. This dramatic, Gothic style architecture fit the feel of the northeastern college campus. These buildings are not currently designated as historic, but in 2010 the city of Bethlehem completed a Preservation Master Plan, and it recognized the significance of these buildings and recommended creating a historic district at Lehigh University.

## Architectural Context



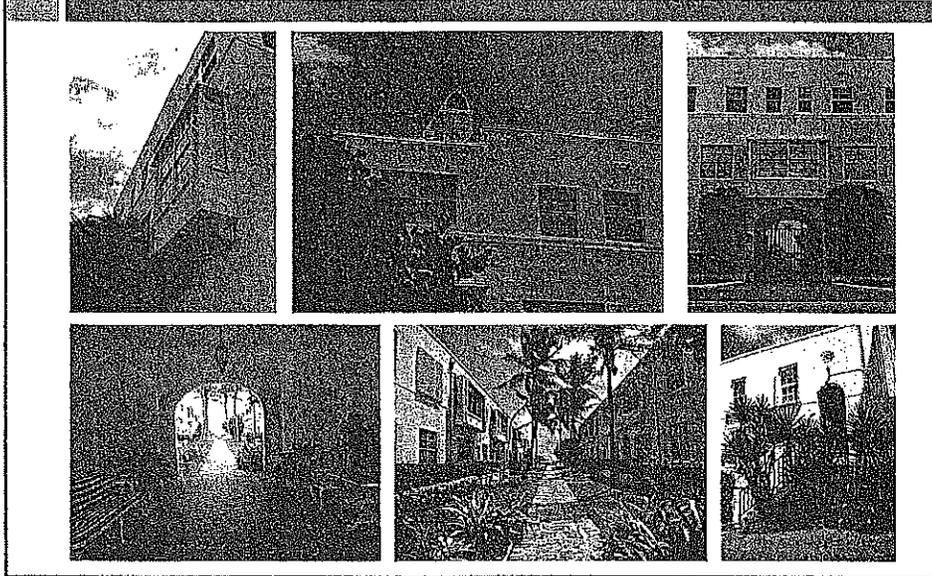
The context in Surferside that inspired Visscher and Burley in their design for Seaway Villas was the Mediterranean Revival-style Surf Club. As a result, Seaway Villas reflects a refined masonry vernacular architecture with distinct Mediterranean influences.

## Architectural Character



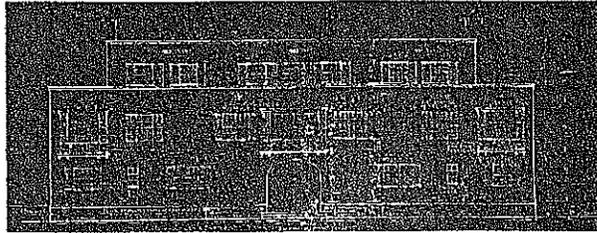
The Mediterranean influences are largely seen in the façade detailing.

## Contributing Features

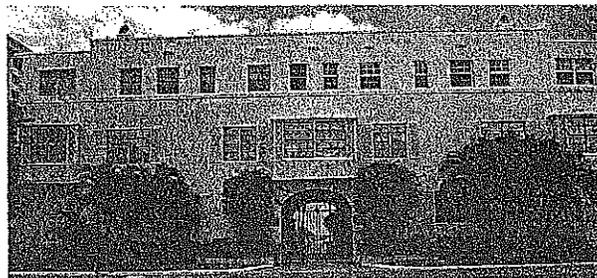


The fact that much of the detailing is focused on the windows is a Mediterranean influence. Projecting window bays, decorative brackets, pointed arches on the chimney caps, arched doorways, scuppers. The design is also considered vernacular in that it responded to its setting – layout of the building with the central courtyard and terraces, coral rock features, open-air lobby, exterior stairways, relationship to the oceanfront. These features all contribute to the historic significance and integrity of Seaway Villas.

## Historic Integrity & Alterations



Collins Avenue  
Façade, Original  
design, 1936



Collins Avenue  
Façade, 2014

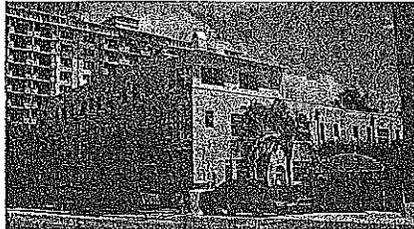
It is critical to remember that when evaluating the significance and integrity of a historic building, one must look at the overall design and character. Historic integrity does not require that all features remain unchanged, just that the overall historic character and design remain evident today.

The Collins Avenue façade of Seaway Villas is shown here in comparison to the original building plans. Though some features have been modified over the years, the overall design remains today.

## Historic Integrity & Alterations



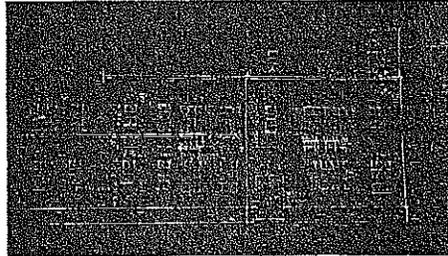
Collins Avenue  
Façade, As built, 1936



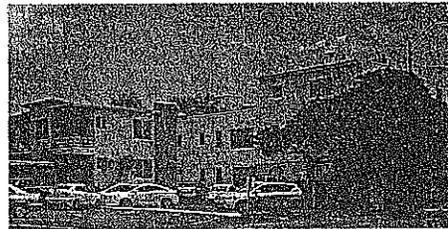
Collins Avenue  
Façade, 2014

This image shows the building today in comparison with when it was first built.

## Historic Integrity & Alterations



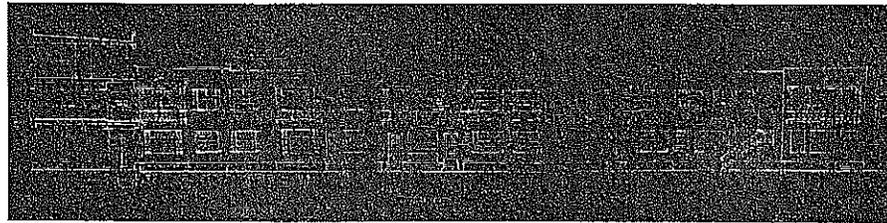
North Façade,  
Original design, 1936



North Façade,  
2014

This image shows the north façade of the building today in comparison with the original design plans.

## Historic Integrity & Alterations



*Section looking North through Courtyard, Original design, 1936*



These series of images show the details of the courtyard façade, which remain largely unchanged since the historic period.

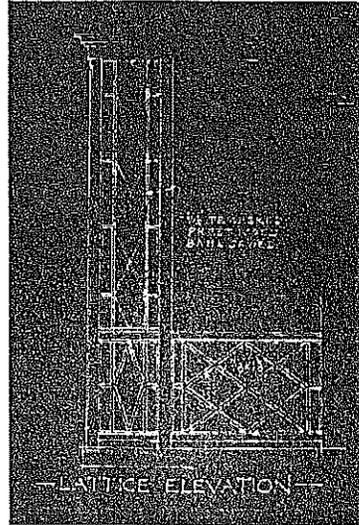
## Historic Integrity & Alterations



Entry Detail,  
As built, 1936



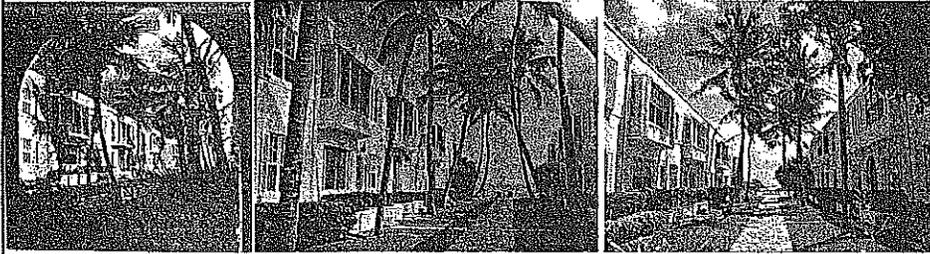
Entry Detail,  
2014



Lattice Detail, Original design, 1936

These details show how some façade details have changed over time. The lattice detailing on the projecting window bay has been replaced, though it still reflects a simple, geometric pattern today.

## Historic Integrity & Alterations



*View looking into Courtyard  
from Lobby, 1936*

*View looking into Courtyard  
from Lobby, circa 1961*

*View looking into Courtyard  
from Lobby, 2014*

These images show the character of the courtyard through time, first in 1936, then the 1960s, and today. The overall design and character of the beachfront courtyard has remained the same since its original construction.

## Historic Integrity & Alterations



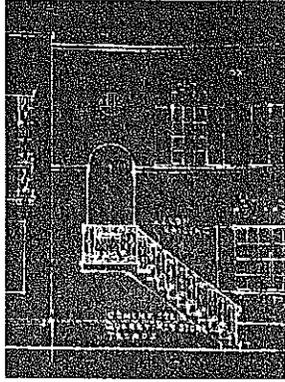
*View looking across Courtyard  
toward Collins Ave, 1936*



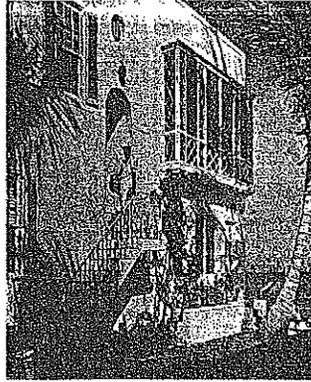
*View looking across Courtyard  
toward Collins Ave, 2014*

These images look from the beachfront terrace across the courtyard toward Collins Avenue. The projecting balconies were originally enclosed with screens and today have been enclosed with glass. This is not a significant change, as the character and design remains in place, and the glass allows light into the building as originally designed, and provides additional safety and protection for residents.

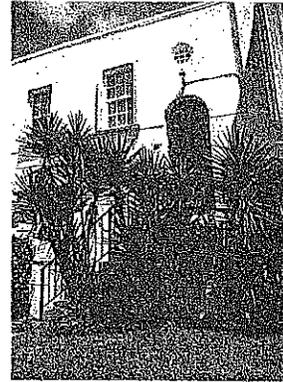
## Historic Integrity & Alterations



*Exterior Stair Detail,  
Original Design, 1936*



*Exterior Stair, As built, 1936*



*Exterior Stair, 2014*

These details show the original courtyard stairways with circular window above. First shown in the original building plan, then in an image from 1936, and today.

## Historic Integrity (Federally Defined)

***Integrity: the ability of a property to convey its significance***

1. ***Location*** – has the resource been moved or relocated?
2. ***Design*** – is the overall form, plan, space, structure, and style evident?
3. ***Setting*** – has the physical environment/character of place changed?
4. ***Materials*** – does the combination of physical elements reflect the original pattern or configuration?
5. ***Workmanship*** – are the aesthetic principles from the time period evident?
6. ***Feeling*** – does the property evoke its historic sense of character?
7. ***Association*** – do the aspects associated with historic significance remain evident?

When we evaluate historic integrity, we use the federally-defined process. Integrity is the ability of a property to convey its significance. It does not mean that no changes or alterations can be made. The federal definition also provides 7 aspects to evaluate, which together create historic integrity. Evaluating integrity requires us to study the building and its current character against the 7 aspects. Here, the 7 aspects are summarized to their most basic question.

## Historic Integrity (Federally Defined)

**Integrity: the ability of a property to convey its significance**

1. **Location** – has the resource been moved or relocated? **HIGH**
2. **Design** – is the overall form, plan, space, structure, and style evident? **HIGH**
3. **Setting** – has the physical environment/character of place changed?  
**MODERATE**
4. **Materials** – does the combination of physical elements reflect the original pattern or configuration? **MODERATE**
5. **Workmanship** – are the aesthetic principles from the time period evident?  
**HIGH**
6. **Feeling** – does the property evoke its historic sense of character? **HIGH**
7. **Association** – do the aspects associated with historic significance remain evident? **HIGH**

When evaluating integrity, the federal standards allow for determining either low, moderate, or high levels of integrity for each of the 7 aspects. While some individual features of Seaway Villas have been altered since its original construction, here we see that it retains an overall high degree of integrity, when evaluating it against the federal standards.

## Designation Criteria

- a) *Associated with distinctive elements of cultural, social, political...and architectural history that have contributed to the pattern of history in the community.*
- c) *Embodies the distinctive characteristics of a type, period, style or method of construction or work of a master...*

When considering a property for local historic designation, it must meet at least one of the objective criteria. Seaway Villas meets both Criteria A and C.

## Staff Evaluation

Staff has determined that Seaway Villas, 9149 Collins Avenue, has a high degree of integrity and meets the criteria for designation, based on:

- **Historic context** – representative of the pattern of development in Surfside; first beachfront apartment building in Surfside; association with Seaway Corporation and the Surf Club; contributes to understanding architectural heritage of Surfside
- **Architectural qualities** – embody distinct characteristics of Masonry Vernacular with Mediterranean influences

The Historic Preservation Staff performed thorough research, analysis, and evaluation of Seaway Villas and determined that it has a high degree of historic integrity and meets two of the objective criteria for designation, based on its historic context and architectural qualities, as detailed above.

## Board Discussion

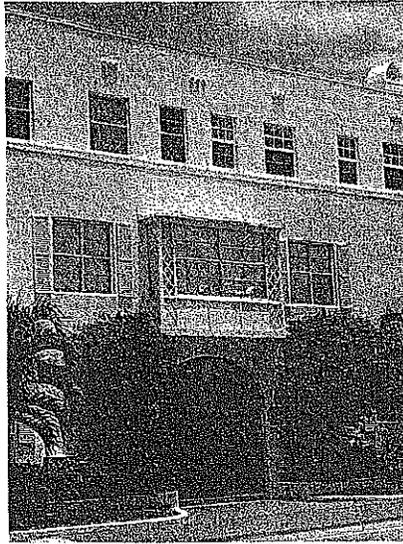


Exhibit 5:  
HP Board Meeting Minutes  
Pertaining to Seaway Villas  
from September 17, 2014

*(HP Board approved the owner petition  
by Mr. Stephen Norris and Ms. Patricia  
Cohen, and initiated designation  
procedures for Seaway Villas)*

**Meeting Minutes Pertaining to Seaway Villas<sup>1</sup>**

**Miami-Dade County Historic Preservation Board  
Minutes of the September 17, 2014 Meeting**

**Trinity Cathedral  
Cathedral Hall  
464 NE 16<sup>th</sup> Street  
Miami, FL 33132**

**I. PUBLIC HEARINGS**

**PH1. Historic District Designation, 9000-block Collins Avenue, Surfside**

**PH2. Historic Site Designation, 9340 Collins Avenue, Surfside**

**Stephen Norris, 9149 Collins Avenue:** I am a property owner at 9141 Collins Avenue, Apt. 212. The building name is the Seaway. The Seaway is oceanfront and it is directly north of the Surf Club Apartments, which was purchased I believe for \$36 million either by Fort Capital or an affiliate of Fort Capital. That building [Surf Club Apartments] is now completely vacant. My building sits directly north to it on the ocean. I should also say that I am here with Ms. Patricia Cohen who is the unit owner of apt. 301. We are here for the exact opposite reason. We are not here to ask you to defer any action, we are asking you to take action now because there is a great urgency of the situation. Before I describe to you in detail what that urgency is, let me explain to you something about the Seaway itself so you have some general background knowledge of the uniqueness of the property. The Seaway was built in 1935 and it was the first apartment building built in Surfside directly north of the Surf Club Apartments.

**Chairman Novick:** Let me just interject here, Mr. Norris. You are referring to a property that is not up for consideration today.

**Stephen Norris:** It is in the block that is up for consideration that is apparently being deferred. The reason why I want you to be aware of it now is that so if you need to put it on your agenda for your next meeting, it is on your radar and can be on the agenda because my concern is the Board of Directors of the Seaway, although they do not own my property, nor do they own Ms. Patricia Cohen's property, nor do they own Giovanni Macri's property which constitutes 10% of the building under Fla. Statute 718.117, required to terminate the Board, nevertheless the Board filed an application to demolish the building. That application was filed with the Town of Surfside by the president of our building, Faith Doyle. We are asking to take action immediately to preserve and protect this unique gem. I also want to point out something else by way of phrasing a question to you. I ask you this, "What would the Four Seasons be without the center of the Surf Club?" By protecting and preserving the Surf Club, it's done nothing but enhance the beauty of what will eventually be that Four Seasons. If our building is destroyed and demolished we will never again have a property like that. It would be a disastrous loss, not just for the owner, but also for all of the residents

---

<sup>1</sup> This is a synopsis of what occurred at the HP Board meeting. A full audio tape is available upon request from the Office of Historic Preservation.

of Miami-Dade County that have a sense of history and who value our history and who appreciate the beauty and the quality of life that it provides, not just for the owners in that building, but for everyone. How many times over the years have people stopped in front of the building, at our black wrought iron gate, and said it is so beautiful can I just walk inside for a minute. So I am asking that you put it on your schedule.

**Chief Kauffman:** To clarify, the two items on the agenda for today that are requesting deferral for are 9340 Collins Avenue, which is one building, and the little district that we had initiated at the 9000 block of Collins Avenue. So those are the two, the 9000 block district and the 9340 are what we initiated 3 months ago, and they are asking for a deferral for those items. But he (Mr. Norris) is referring to a property at 9149 Collins.

**Stephen Norris:** Correct, which is one of the first apartment building built in Surfside in 1935, which is in danger right now of being purchased by a developer and demolished and this is the reason why I want to refer to the fact that the demolition application, without any of the necessary attachments, has already been filed in Surfside.

**Chairman Novick:** Staff, is 9149 is it one of the eligible properties that we're considering today for in terms of a deferral?

**Chief Kauffman:** No it is not one of the properties to be initiated yet. We have determined it to be eligible but have not brought an initiation to the Board for that particular one yet.

**Stephen Norris:** This is the reason why I want to bring this before you, to initiate that designation of this property because time is essential. Otherwise, it is in grave danger of being demolished and 6 months is far too in the future; by the end of 6 months it is very conceivable that the building will be gone.

**Attorney Kirtley:** Maybe we should continue with the Public Hearing items 1 and 2 before we take any other action.

**Chairman Novick** confirms that the Board will not take action on new items without first dealing with the agenda items.

**Chairman Novick** asked if the Board should talk about the other potential resources in that neighborhood [Surfside] that staff hasn't yet initiated.

**Attorney Kirtley:** Before we move on, it is my understanding that even though staff is not going to recommend initiation proceedings today for other Surfside properties, the owners are free to ask you all to do that, which I believe is what this gentlemen is asking. You may want to consider that outside of the public hearing section because the decision to initiate or not is not a public hearing.

## II. NEW BUSINESS:

### NB2. Director's Report

**Chief Kauffman** gave a presentation on Surfside to the Board. It was the same presentation given to 4 of the 5 Surfside commissioners and at the public workshop held in Surfside on September 10, 2014.

**Chairman Novick** opened the floor for public comment after the presentation.

**Stephen Norris:** Thank you very much for such an elucidating and important presentation for all of us to gain an important sense of the value and uniqueness that Surfside has. If you recall the 1980s, before the Art Deco District was protected, it was basically little motels filled with retirees. Today, because it was protected, when you talk to people from all over the United States, from Europe, the one thing everyone says is, "Miami is South Beach." Well now our building, architecturally and historically, has value and is as significant as the Surf Club or any one of those buildings on Ocean Drive. I am imploring your Board to please take immediate action to prevent demolition of our building. The Board of the Seaway has already filed a demolition application in order to facilitate the destruction and demolition of the building, even though there are some owners who do not want to sell. The loophole in that law will ultimately permit the developer to takeover, buy the remaining owners out, and demolish the building. Significantly, what was presented here is very clear as far as the historical designation not impeding development but enhancing, beautifying it, and creating additional long term value for all the residents and all the visitors to our beautiful city, which allows people to come and admire the unique beauty and unique history.

**Sarah Cody:** I want to make the Board aware of all the facts. Obviously there is a lot of discussion and emotion related to Surfside and preservation. On today's agenda, we initially planned to include two initiations to present to you, both for condo buildings located in Surfside. In response to Commissioner Heyman's request that we not put items related to properties in her district on the agenda for 6 months, we decided not to include them. The Seaway is one of the buildings that we were prepared to initiate today, but again, in response to Commissioner Heyman's request, we made the decision not to place it on your agenda for today.

**The Board, Staff, and Margie Robinson** discussed/clarified the Commissioner's request to not place any items on the agenda related to properties in District 4 for a period of 6 months.

**Chief Kauffman:** Mr. Chair, in your preservation ordinance there's different ways to go about initiating designation procedures. One of them is petition by the owner. The owner of any property may petition the Board for the designation of their own property. Our [staff] initiations were taken off in response to the Commissioner's request.

**Daniel Ciraldo:** Can you explain this to the public? These are people that are here that want to save their building. You mentioned that one Commissioner asked you to hold off on this building, and I personally am very concerned about that as a taxpayer in this County. Can you explain how people that care about saving their own building from demolition at least can go about that?

**Chairman Novick:** What I don't want to see happen is, I don't want either the County Commission or the Town of Surfside getting upset with any action we may take regarding these items.

**Attorney Kirtley:** The ordinance allows for staff to initiate designation, or individual owners may do so. Staff chose not to, but if individual owners choose to, that is their choice to make.

**JoEllen Phillips** asked for confirmation from the property owners that they are there to request the initiation of designation procedures for the Seaway.

**Stephen Norris:** Yes, that is exactly why we are here. I would also like to speak for the third owner, who is in Milan, Italy. So I am imploring you, given the circumstances, to please take immediate action to initiate protection – a moratorium – for our building. Also, as a taxpayer and a property owner, I am somewhat confused on the issue on how one individual can come in and throw a monkey wrench in the machinery of your work. We have entrusted you to perform in good faith and in an effort to preserve and protect us as property owners of the Seaway, a uniquely valuable building, which is in immediate danger of being destroyed.

The mission statement of the Town [Surfside] itself references historic preservation. What is to be lost if our building is protected in the meantime while whatever studies that need to happen take place? I know that the power and independence of your Board is not going to be swayed by one voice, however loud that voice may be or wherever that voice may come from, because the independence and the integrity of your office would become an issue. So I thank you very much and please evaluate in good faith what I have said and I leave it in your good conscience. Thank you.

**Board Members** discussed the owner petition, and asked for clarification in terms of the proper procedure to follow.

**Attorney Kirtley:** Mr. Chair, I want to advise you as to what is legally sufficient, though obviously all decisions are up to the Board to make. An owner may ask for initiation, this is not a public hearing, this is an initiation process. There is a vote on whether the initiation process will begin. Then at that point, the moratorium comes into effect, staff will prepare a designation report then we set it for a public hearing subsequently, and within 60 days from the date of that the designation report has been filed with the Board, then it would come back as a public hearing with notice to the public for the actual designation. So there are two steps: 1.) The initiation, which triggers the moratorium; and 2.) there is the designation and public hearing. The owner may request for designation of the property and the Board shall, based on its findings, either direct staff to begin the designation process or deny the petition.

**Board Members** further discussed the designation process to ensure they understand the process when it is based on an owner petition.

**Chief Kauffman:** The way that you normally get initiations is from staff. It's not a public hearing for a couple of reasons. One, we may not produce enough information to you for you to direct staff to move forward with the full designation. An initiation is when information is brought to you and staff typically submits a near-complete designation report to the Board. But in the case of where you are getting a petition from an owner, an owner can come to the historic preservation board and can ask you to initiate the designation process. You have to

determine whether they have submitted enough information to you that would make that property eligible for designation.

**Ronda Vangates** requested that the County Attorney read the 'Petition by Owner' subsection of the code into the record.

**Attorney Kirtley:** "The owner of any property may petition this Board for designation of their property as an individual site, district, or archaeological zone provided that they appear before the Board with sufficient information to warrant the investigation of the property for future designation and the Board finds the property may be worthy of designation. The Board shall, based on its findings, either direct staff to begin the designation process or deny the petition. Nothing in this subsection shall be deemed to restrict the power of the Board to initiate the designation process pursuant to this section."

**Chairman Novick** requested additional information on the Seaway Villas, 9149 Collins Avenue in order to determine if the Board has sufficient information to approve the request. –

**Stephen Norris:** The building was built in 1936 by The Seaway Corporation.

**Chief Kauffman:** The Seaway Corporation was the corporation who started to build the first houses in Surfside to show that there could be a variety of architectural styles in Surfside. They were trying to bring people to the area. So they were actually the corporation that did some of the first houses in Surfside.

**Sarah Cody:** Once Surfside was incorporated, the Seaway Corporation platted their own subdivision along 91<sup>st</sup> Street. That is why the 1935 aerial shows virtually no development except along 91<sup>st</sup> street. That was the Seaway Corporation. They hired two architectural firms: Visscher & Burley out of New York City and Igor Polevitzky to design the buildings. This building [Seaway Villas] was designed by Visscher & Burley. They designed a number of the buildings along 91<sup>st</sup> Street, but mostly worked in the northeast and were more known for Collegiate Gothic style architecture. They designed a number of buildings at Lehigh University, and those are historically protected buildings. We can provide more specific information on the architects.

**Gary Appel** recused himself from the item at this time. He represents the Surf Club only in property tax matters, who may have an interest in this property.

**Board Members** discussed whether they should defer the request or move to start initiation procedures.

**Staff** confirmed that the Board has a procedurally valid request in front of them, based on a petition by the owners, and that the Board must decide what action to take based on the information provided. Staff also confirmed that they had previously performed a site visit to Seaway Villas and have determined that it meets the designation criteria.

JoEllen Phillips moved to approve the owner petition and initiate designation procedures for Seaway Villas, 9149 Collins Avenue. Rick Cohen seconded the motion. Motion was approved by group vote.

Gary Appel	Recused
Ruth Campbell	Yes

Adriana Cantillo	Absent
Rick Cohen	Yes
Paul George	Absent
Robert McKinney	Absent for vote
Mitch S. Novick	Yes
JoEllen Phillips	Yes
Enid Pinkney	Yes
Edmundo Perez	Absent
Ronda Vangates	Yes

**Chairman Novick** confirmed with Staff that within 60 days, staff would prepare a preliminary evaluation/designation report for the Board and that all concerned parties would be notified, including the Town of Surfside, the property owners, and Commissioner Heyman's office.

Exhibit 6:  
Letter, dated September 24,  
2014, to Property Owners  
Notifying them of Petition by  
Owner

*(Letter to George A. Karam, Appellant,  
included in packet; identical letter sent  
to all unit owners)*



miamidade.gov

Regulatory and Economic Resources  
Department  
Office of Historic Preservation  
111 NW 1<sup>st</sup> Street, Mailbox 114 • 12<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-4958

September 24, 2014

George A. Karam  
9149 Collins Avenue Unit 101  
Surfside, FL 33154-3142

RE: Historic Designation of Seaway Villas

Dear Mr. Karam:

At the September 17, 2014 Miami-Dade County Historic Preservation Board meeting, a petition was made by Seaway Villas condominium owners to consider the property for local designation. As a result of that petition, the Miami-Dade County Historic Preservation Board has requested that the property located at 9149 Collins Avenue be fully evaluated to determine its eligibility for designation as a local historic site.

Seaway Villas has an interesting history, linked directly with early development that occurred immediately after the incorporation of the Town of Surfside in 1935. The Seaway Corporation constructed many of the earliest buildings in Surfside, and ultimately the Corporation played a vital role in defining a distinct architectural character for the emerging town. When the Seaway Corporation constructed Seaway Villas in 1936, it was the first beachfront apartment building in Surfside.

Historic designations serve to recognize our community's unique historic and architectural sites. Designation of structures helps promote the reuse and preservation of the Town's distinct resources, and it assists historic property owners in rehabilitation efforts through the Ad Valorem Tax Exemption program.

The Miami-Dade County Historic Preservation Board will hold a public hearing to either approve or deny the designation of Seaway Villas, 9149 Collins Avenue, no sooner than November 2014. As a property owner, you will receive additional information, including meeting date and location, prior to any scheduled public hearing.

The proposed designation of Seaway Villas provides an opportunity for property owners, such as yourself, to be part of a concerted effort to enhance the development and character of Surfside by celebrating its unique architectural heritage. We hope you are proud to be the owner of a potentially historic building and we are happy to discuss the benefits of historic designation with you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Sarah K. Cody". The signature is written in a cursive, flowing style.

Sarah K. Cody  
Historic Preservation Planner  
Miami-Dade County

Enclosures: Historic Designation Fact Sheet  
Ad Valorem Tax Exemption Fact Sheet

Exhibit 7:  
HP Board Meeting Minutes  
Pertaining to Seaway Villas  
from October 15, 2014

*(HP Board Staff submitted a preliminary  
designation report to the HP Board  
regarding Seaway Villas)*

**Meeting Minutes Pertaining to Seaway Villas<sup>1</sup>**

**Miami-Dade County Historic Preservation Board  
Minutes of the October 15, 2014 Meeting**

**Stephen P. Clark Center  
CITT 10<sup>th</sup> Floor Rear Conference Room  
111 NW 1<sup>st</sup> Street  
Miami, FL 33128**

**IV. PUBLIC COMMENT**

**Chairman Novick:** We are going to take public comment on any item that is not scheduled as a public hearing. For those of you that want to comment on any matter this is the time. Please state your name and address and limit your comments to 3 minutes.

**George Karam, 9149 Collins Avenue, Condo 101, Surfside, FL:** Spoke against the designation of the Seaway Villas.

**Linda Miller, Town Attorney for Surfside, and Ross Prieto, Building Official for the Town of Surfside:** Stated that the Town wants to request a six month deferral on all historic designations in the town. Mr. Prieto stated a Phase 1 demolition permit had been issued already for Seaway Villas.

**Chief Kauffman:** Requested clarification on what a Phase 1 demolition permit includes.

**Ross Prieto:** The authorized agent decided to divide the scope of work into Phase 1 and Phase 2. Phase 1 addresses non-structural architectural features, such as retaining walls, walkways, miscellaneous slabs and other structures of that nature, not including the building. Phase 2 would be the building and that's how they decided to divide the scope of work under that permit.

**Robert McKinney:** When was the Phase 1 certificate for demolition issued?

**Ross Prieto:** They applied on August 14<sup>th</sup> and shortly thereafter they provided the plans that showed the division of the work. So it was mid-August.

**Stephen Norris:** Spoke in favor of the designation of the Seaway Villas in Surfside, FL.

**Lucia Dougherty, 333 Avenue of the Americas, Miami:** Represents Brian Campbell, who is one of the 6 condominium association members in attendance to oppose the initiation of the Seaway Villas designation. She requested that the item be deferred for six months.

---

<sup>1</sup> This is a synopsis of what occurred at the HP Board meeting. A full audio tape is available upon request from the Office of Historic Preservation.

**Daniel Ciraldo:** Identified himself as the Chair of the Public Policy Committee for the Miami Design Preservation League, but is here speaking on his own behalf. He stated that he a public records request to the County Attorney's office to see if the Preservation Board was ever in violation of its ordinance and was told there was no documentation to that affect.

**Patricia Cohen, 9149 Collins Avenue:** A condominium owner at Seaway Villas, spoke in favor of designation of the property.

**Brian Campbell, 9149 Collins Avenue:** A condominium owner at Seaway Villas, spoke against the designation of the property.

**Chairman Novick:** Closed the public comment session.

**VI. NEW BUSINESS:**

**NB1. Submittal of the Preliminary Evaluation Report**  
Seaway Villas  
9149 Collins Avenue  
Surfside, FL 33154

**Chief Kauffman:** As you know at the last board meeting in September, this Board voted to start the initiation processes on 9149 Collins Avenue, the Seaway Villas. Because that was an owner-initiated designation, there was no report to file with the Board. So this is a formality. We are filing it with the Board. You do not need to vote on this, you voted at the last meeting. The public hearing will be in November.

I would also like to say that there is a lot of misinformation going around about this item. After the last board meeting, every owner in this building got a letter from us dated September 24, 2014, in which it clearly tells them that at the September 17<sup>th</sup> meeting, a petition was made by some condominium owners to consider the property for designation. As a result, the preservation board directed staff to fully evaluate it and determine its eligibility. The letter goes on to tell them that the public hearing will be held in November. All of the property owners were notified of this in late September.

**Chairman Novick:** Thank you. County Attorney I have a question. Have we done anything erroneous or wrong? Have we not followed the ordinance as it should be?

**Attorney Kirtley:** That is a very broad question. Our office is not the ordinance police, but we certainly try to guide you the best way possible when you have asked guidance from us.

**Chairman Novick:** My comments are based on this: I watched the Surfside Town council meeting from last night; and I also watched Sally Heyman's presentation to their Town council the month before. It had been suggested that we had done something illegal and we are being investigated. Do you know of anything?

**Attorney Kirtley:** I don't know of any investigations, again we are not the ordinance police and we really don't comment on statements that other people have made.

**Linda Miller** inquired as to why this item was on the agenda for today.

**Chief Kauffman:** The initiation actually happened at the last meeting, but it was an unusual process because we don't often get petitions by the owners. When staff initiates, the designation report is already prepared. So this is the filing of the report with the board.

**Lucia Dougherty** passed out a resolution made by the residents of the association opposing the designation. She asked for the Board to consider a six month deferral of this item.

**Chief Kauffman:** A deferral has to happen at the public hearing. So at the public hearing in November someone can come and request the deferral. But even before the November meeting we are still happy to meet with anybody. We met with the Surf Club architects for probably a year and a half before they first came to present in front of our board.

**Sarah Cody:** Mr. Chairman I would like to make just one clarification: the six month deferrals made at last month's board meeting were very specific to the two public hearing items for 9340 Collins Avenue and for the proposed historic district on the 9000 block on the west side of Collins Avenue. So that is what those deferrals were related to.

**Chief Kauffman:** This board has always honored the request from the Town for any deferral.

**Linda Miller** asked for clarification of what is happening today.

**Chief Kauffman:** This is just filing of the report with the Board. The Town can come and request the deferral at the public hearing in November. We will send out notices to every property owner, and the Town, of the time and place and date of the public hearing. We are legally required to send a notification within so many days before the public hearing, which will happen right after this meeting.

**Gary Appel:** I've only been on this board for a few months, but I served on the City of Miami's Historic Preservation Board for 10 years. You can either have the staff initiate a request to the Board, the Board can request, and an owner can request the designation. The actual ordinance states that an owner of the property can initiate, correct me if I am wrong, but that is a legal process. I think that the audience is looking for the legal explanation how we came to this and why it is on the agenda.

**Chairman Novick:** As I understood it, the motion passed last month for the 6-month deferrals was for a specific set of properties; it wasn't a blanket deferral across the Town of Surfside.

**Robert McKinney:** I don't recall giving a blanket 6 month deferral. If you thought the speed limit was 30 mph and you were driving 40 mph that doesn't make the speed limit 40 mph. Just because they thought that they had a 6-month deferral for all properties, does not make that the case. We keep telling you that it was two properties.

**Chief Kauffman:** The other thing that staff had agreed to do, based on Commissioner Heyman's request, was that staff agreed not to initiate anything for at least 6 months and that is what we have done and this is why it was not on any agenda last month.

**Linda Miller:** So in the meantime what happens between now and November 19<sup>th</sup>?

**Chief Kauffman:** In the meantime there is a moratorium on the property until such time the Board can take action on it.

**Ross Prieto:** When was the moratorium issued because I am the issuing agency, I have no paperwork whatsoever on any moratorium on the property, and I have a demolition permit.

**Chief Kauffman:** The moratorium kicks in when an initiation is given and a report is submitted to the Board.

**Ruth Campbell** made a statement regarding municipalities' ability to opt out, and that running your own preservation board is quite the experience.

**JoEllen Phillips:** Mitch let me make one comment. I would like to say that I have never met finer staff than what we have here in our historic preservation division. I was trying to figure it out today; I have been on this Board somewhere around 12 years, could be 14. I was also a City Councilwoman in Miami Springs for 8 years. I have never met more diligent people and that included Rick Ferrer, who was sitting here a while ago. I felt a bit slapped in the face for them when I was hearing some of the stuff being said about them. We are a quasi-judiciary Board and we follow the letter of the law. Those two people sitting right there are the caretakers of that and they do it diligently. Some lady made a comment before about not getting any help from our historic preservation staff. I have never heard anything but kudos for the staff when other people have been trying to get help; they go out on their own time to get pictures and research, and do many helpful things. I think that if you talk to the staff they are terrifically well-informed and they will try to help get things moving as quickly as possible and then bring it here to us on the Board. So please make use of the resources that we have here because they are diligent, they are brilliant, and they are passionate about what they do.

Exhibit 8:  
Letter, dated October 21, 2014,  
to Property Owners Notifying  
them of Public Hearing to  
Consider Designation

*(Letter to George A. Karam, Appellant,  
included in packet; identical letter sent  
to all unit owners)*



miamidade.gov

Regulatory and Economic Resources  
Department  
Office of Historic Preservation  
111 NW 1<sup>st</sup> Street, Mailbox 114 • 12<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-4958

October 21, 2014

George A. Karam  
9149 Collins Avenue Unit 101  
Surfside, FL 33154-3142

RE: Public Hearing to Determine Historic Designation of Seaway Villas

Dear Mr. Karam:

As stated in a previous letter dated September 24, 2014, the Miami-Dade County Historic Preservation Board initiated designation procedures for Seaway Villas, located at 9149 Collins Avenue. Enclosed please find a copy of the designation report, which documents the history of the property, and places it within the context of early development in Surfside.

The Miami-Dade County Historic Preservation Board will hold a public hearing to either approve or deny the designation of Seaway Villas, located at 9149 Collins Avenue, Surfside, FL on:

November 19, 2014 at 2:00 pm  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street  
CITT, 10<sup>th</sup> Floor Rear Conference Room  
Miami, FL 33128

Though your attendance is not required, we encourage you to attend to directly address the Board. Please be advised that until the Board makes a determination, a moratorium on alterations or demolitions has been placed on the property, as per Miami-Dade County Ordinance Chapter 16-A.

The proposed designation of Seaway Villas provides an opportunity for property owners, such as yourself, to be part of a concerted effort to enhance the development and character of Surfside by celebrating its unique architectural heritage. We hope you are proud to be the owner of a potentially historic building and we are happy to discuss the benefits of historic designation with you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Sarah K. Cody".

Sarah K. Cody  
Historic Preservation Planner  
Miami-Dade County

Enclosures: Seaway Villas Designation Report

Cc: Michael Crotty, Town Manager, Surfside

**Exhibit 9:**  
**Staff Report from Public  
Hearing on November 19, 2014**

**STAFF REPORT  
MIAMI-DADE COUNTY  
HISTORIC PRESERVATION BOARD**

---

*Miami-Dade County, Florida*

*Office of Historic Preservation*

**APPLICATION  
TYPE**

Historic Site Designation

**SITE NAME**

Seaway Villas

**ADDRESS**

9149 Collins Avenue, Surfside, FL 33154

**DATE OF  
CONSTRUCTION**

1936

**PROPERTY OWNER**

Various (Condominium)

**BACKGROUND**

The initiation process for Seaway Villas was started at the September 17, 2014 Board meeting, when the Board approved a petition by owner. On October 15, 2014, Staff filed a preliminary evaluation report with the Board. Today's item is the public hearing to either approve or deny the designation of Seaway Villas as a Miami-Dade County Historic Site.

**CRITERIA FOR  
DESIGNATION**

(a) Are associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, or architectural history that have contributed to the pattern of history in the community, Miami-Dade County, South Florida, the State, or the nation.

(c) Embody the distinctive characteristics of a type, period, style or method of construction or work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction; or

**STAFF  
EVALUATION**

Staff has determined that Seaway Villas meets the criteria for designation, based on its historic context and architectural qualities.

ITEM# PH1  
November 19, 2014

Exhibit 10:  
HP Board Meeting Minutes  
Pertaining to Seaway Villas  
from November 19, 2014

*(Item was deferred)*

**Meeting Minutes Pertaining to Seaway Villas<sup>1</sup>**

**Miami-Dade County Historic Preservation Board  
Minutes of the November 19, 2014 Meeting**

**Stephen P. Clark Center  
CITT 10<sup>th</sup> Floor Rear Conference Room  
111 NW 1<sup>st</sup> Street  
Miami, FL 33128**

**IV. REQUEST FOR DEFERRALS & PUBLIC COMMENT**

**Chairman Novick:** We are going to take public comment on any item that is not scheduled as a public hearing. For those of you that want to comment on any matter this is the time. Please state your name and address and limit your comments to 3 minutes.

Public Hearing started at 2:20 pm

**Lucia Dougherty, 333 Avenue of the Americas:** She withdrew as counsel for the 26 condominium owners at the Seaway Villas that would like a deferral. She specified at the last board meeting she was representing Brian Campbell and other owners, but because of a conflict she needed to withdraw. For that reason, she suggests that Mr. Campbell and others in the condominium would like you to defer this item to another board meeting so that they have ample time to get counsel to represent them. In addition, it's her understanding that Fort Capital is the adjacent owner and they have made overtures to all of the condominium owners to purchase their site, have met with Historic Preservation staff and have come up with a plan that would be acceptable to everybody, including designation of the site. The condominium owners would like to meet with Historic Preservation staff and those folks that want it to be designated because she thinks there could be a resolution that could be beneficial to the County, the Historic Preservation Board and to the 26 owners, including Mr. Norris and Ms. Cohen, so for that she asks you to defer this item.

**Chairman Novick:** Spoke and defers to the County Attorney's Office. How would you suggest we proceed? Any objectors?

**Attorney Eddie Kirtley:** Requested clarification on how long a deferral the owners are seeking and if there are any objectors.

**Lucia Dougherty:** Mr. Campbell would request 4 months. There is a moratorium in place so there is no prejudice to the County. In that time, there could be a good resolution for everyone including the condominium owners.

---

<sup>1</sup> This is a synopsis of what occurred at the HP Board meeting. A full audio tape is available upon request from the Office of Historic Preservation.

**Steven Norris, 9149 Collins Avenue:** Objected against the deferral request.

**Sarah Sinatra, Town Planner, Town of Surfside:** Indicated that the Town had passed a Resolution the night before requesting a 6-month deferral on any and all items related to Surfside. This is not specific to the Seaway or the other items on our Agenda, it's in general. The Town Commission requested a 6-month deferral to understand the scope of what is being requested as well as to do their own analysis at this point. The Town is making that request and indicated she had copies of the Resolution to show staff.

**Chairman Novick:** A couple of months ago the Town requested another deferral of 6 months, how does this deferral differ?

**Sarah Sinatra:** The original request was on the first item that came forward, but now that the Town is aware that there is a continuing process... there were 2 items that were before you that the Town was made aware of...9340 and then the 90<sup>th</sup> block on the west side of Collins Avenue. They were made aware of it after the moratorium was issued and the Town wanted the opportunity to work with staff which we have continued to do with staff at the workshop at Town Hall. The Town Commission has requested that we ask for 6 months due to the amount of historic matters before the Town so that the Town can have a better understanding and can again work with your staff so that we can all come to an agreement. The County and County Commissioner has also been made aware and has an ordinance that has gone to first reading which makes modifications to the historic ordinance so there are a lot of items in play right now and the Town would like the 6-month opportunity.

**Terry D'Amico, Bay Harbor Islands:** She referred to the County Commission and the opt out proposal that they are asking for that is coming before the County Commission in December. In 4 month's time they can opt out, and I think that we should go ahead and hear these people because it is about avoiding the designation.

**Patricia Cohen, 9149 Collins Avenue:** Spoke towards the designation of the Seaway Villas. She relays that the HP Board has shown that the Seaway Villas meets the criteria that would warrant designation. So why are we interested in cities and developers...if it is meant to be designated, if the building is worth saving then why do we have to prolong this moratorium and 6 months deferrals? Just do what you were tasked to do designate the building. The building was the first historic building built in Surfside. Kathleen and Sarah have demonstrated that the building possesses so many characteristics that deem it architecturally historic. So let's stop beating around the bush and let's do what we are here to do. People are trying to buy time because they don't want it designated - let's just face the facts. No one likes to hear the sad reality, but it is too much money, and yes there is a deep pocketed interest, but that is not what you the board should be concerned with and I'm not telling you what to do, but at some point it should be clear that you should be excluded from politics, so I urge you to please save a beautiful building worth saving and not get distracted with all of

these delays because it is only going to prolong the actions and if the building is worth preserving, we should do that and designate it.

**Frank Simon, Esq., Attorney for the Town of Bay Harbor Islands:** In addition to Surfside, the Town of Bay Harbor Islands on the 10<sup>th</sup> of this month (November) passed a Resolution in support of the County's ordinance allowing the municipalities to opt out of the historical designation procedure for County's to initiate their own. While there is discussion about "let's get it on" and "let's start things", I just wanted to let you know there is more than one municipality that wants the opportunity to be heard and/or in support of the County's ordinance allowing the municipalities to opt out and have their own historical preservation board and Bay Harbor Islands is one of those in support of that, the adjacent municipality.

**Brian Campbell, 9149 Collins Avenue:** Spoke against the designation of the Seaway Villas and requests that the Board postpone the hearing of the designation. Speaking on his behalf and on behalf of three other parties that own at the Seaway Villas that are not in the state currently and another owner not present today, they want to have the opportunity to address the Board in this important hearing and have their voices heard. In addition, we would like the opportunity to hire an engineer as we feel it is an important consideration for the Board to understand and know to make a decision as well as to be able to present the financial condition of ownership would be charged with maintaining this building should the designation be placed on it. We would also like to be represented by counsel and our counsel has stepped down today as you heard, and hope that you will consider these issues.

**C. Wallace Hume, 9195 Collins Avenue:** Urges the Board to make a decision today, she has read all of the paperwork when she arrived and seems that the Board has already made a decision based on the two criteria social, political, economical and the vernacular architecture, it meets those standards so she sees no reason to continue to delay. Surfside has already delayed four or six months in the past and is now trying to delay again in order to meet with your people. Why would they meet with your people, your people decide themselves you don't need to meet with the Commissioners in Surfside to decide these issues. Made reference to Mr. Campbell ordering an engineer's report, specified that building already underwent a 40-year recertification. Also stated wasn't sure why Mr. Campbell's attorney decided to withdraw as counsel, and why all of a sudden there is a conflict of interest, but agrees with Ms. Cohen: why keep delaying?

**Anamarie Kelly Stoppa, Bal Harbor:** First time having the pleasure of speaking before your Board. She usually speaks at Town Council meetings both in Bay Harbor and Surfside. She spoke about not knowing too much about historic districts but is trying and it is a learning experience for her. She's not sure why we are having a public hearing? From emails she has received from a representative and from an owner, it has already been decided. Staff has looked at the property; they have made a recommendation on how to correct problems that would interfere with keeping the building in a historic preservation state, but yet demolishing other parts of it. Started asking questions to the Board. So what is the statute of this ordinance relying on to establish the moratorium? Is that statute of ordinance

retroactive? Do you agree with the Florida Statutes protecting home rule? Does your action by moratorium to supersede home rule and make the moratorium retroactive? I have here for you a town permit issued prior to the moratorium. Well from what I have learned from the statutes, there is no action that this Board can take retroactively and so I believe there is enough case law. I think there was one big case lost that you do not have the authority by statute, or ordinance or anything to act retroactively, so the Town of Surfside I get their point, I want it to go forward, I was at the meeting last night and I don't understand why they charged the association \$3,461 to demolish. They have the right to demolish.

**Tina Paul, Town of Surfside:** Spoke against the deferral. She had started a petition for the historic designation of the Town of Surfside and the Town of Bay Harbor and showed staff to enter as an exhibit. She stated that she is still collecting signatures and read into record comments from people all over the world requesting to save the Seaway Villas.

**Chairman Novick:** Closed the public comment session at 2:40 pm.

**Paul George:** Made the motion to close the Request for Deferrals and Public Comment. Enid Pinkney seconded the motion. Motion was approved by group vote.

Gary Appel	Absent for vote
Ruth Campbell	Absent
Adriana Cantillo	Absent
Rick Cohen	Yes
Paul George	Yes
Robert McKinney	Absent
Mitch S. Novick	Yes
JoEllen Phillips	Yes
Enid Pinkney	Yes
Edmundo Perez	Absent
Ronda Vangates	Yes

## I. PUBLIC HEARINGS

**PH1. Historic Site Designation**  
**Seaway Villas**  
**9149 Collins Avenue**  
**Surfside, FL 33154**

**Chairman Novick:** Addressed the County Attorney's office. Are we under any obligation to grant this deferral request, can we proceed to hear the item today?

**Attorney Kirtley:** The decision is the Board's, but you need to consider strongly the interest of the property owners. Some of them have come before the Board requesting the opportunity to get counsel that is not conflicted out, so that would be something for you to consider as well.

**Chairman Novick:** OK would it be your recommendation that we continue this item for 1-month?

**Attorney Kirtley:** We don't make a recommendation for you all, but for them to obtain counsel is something to be given serious consideration.

**Chairman Novick:** Defers to his colleagues.

**Paul George:** I think we should follow the counsel's suggestion in light of that issue since they certainly have the right to bring in counsel, which they don't have the right now. I think we should follow Attorney Kirtley's advice on this and certainly give them the benefit of the doubt in terms of looking or bringing counsel to assess the situation. I would move then for a deferral continuance for 1 month.

**Attorney Kirtley:** Technically, it would be a continuance and you might also want to seek clarification because there was a request for 6 months and one was for 4 months.

**Paul George:** I would take the lesser of the two with four months being the maximum. I think by that point there should be counsel and there should be whatever advice has been distributed.

**JoEllen Phillips:** We only have the two choices: 6 or 4 months?

**Chairman Novick:** We can continue for 1 month to allow the property owners to retain counsel and bring it back.

**Rick Cohen:** I would be agreeable to a 1-month deferral. I don't want to keep seeing this getting kicked on down the road. We do have criteria, we do need to make a decision and get this moving.

**Paul George:** I will support a month.

**Chairman Novick:** Is there a motion to that effect?

**Rick Cohen:** Makes the Motion for a 1-month continuance. **Chairman Novick** seconded the Motion. Motion was approved by group vote. We will hear this item next month. Public Hearing ended at 2:40 pm.

Gary Appel	Absent for vote
Ruth Campbell	Absent
Adriana Cantillo	Absent
Rick Cohen	Yes
Paul George	Yes

Robert McKinney	Absent
Mitch S. Novick	Yes
JoEllen Phillips	Yes
Enid Pinkney	Yes
Edmundo Perez	Absent
Ronda Vangates	Yes

**Exhibit 11:**  
**Letter, dated November 24,**  
**2014, to Property Owners**  
**Notifying them of Outcome of**  
**Public Hearing to Consider**  
**Designation**

*(Letter to George A. Karam, Appellant,  
included in packet; identical letter sent  
to all unit owners)*



miamidade.gov

Regulatory and Economic Resources  
Department  
Office of Historic Preservation  
111 NW 1<sup>st</sup> Street, Mailbox 114 • 12<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-4958

November 24, 2014

George A. Karam  
9149 Collins Avenue Unit 101  
Surfside, FL 33154-3142

RE: Outcome of Public Hearing, Seaway Villas

Dear Mr. Karam:

On November 19, 2014, the Miami-Dade County Historic Preservation Board held a public hearing to determine whether Seaway Villas, located at 9149 Collins Avenue in Surfside, FL, meets the criteria for local historic designation. Representatives from Seaway Villas stated that they no longer had legal representation and requested a 4-month deferral in order to obtain counsel.

The Board unanimously approved a one-month deferral. The deferral will expire in December 2014, at which point the Board will hold the public hearing to either approve or deny the designation of Seaway Villas, 9149 Collins Avenue.

The date and location of the December public hearing has yet to be determined. You will receive official notification of the meeting date and location prior to the public hearing. In the meantime, please do not hesitate to contact our office with any questions.

Sincerely,

A handwritten signature in black ink that reads "Sarah K. Cody". The signature is written in a cursive, flowing style.

Sarah K. Cody  
Historic Preservation Planner  
Miami-Dade County

Cc: Sarah Sinatra Gould, Town Planner, Surfside

**Exhibit 12:**  
**Letter, dated December 1,  
2014, to Property Owners  
Notifying them of Public  
Hearing on December 18, 2014  
to Consider Designation**

*(Letter to George A. Karam, Appellant,  
included in packet; identical letter sent  
to all unit owners)*



miamidade.gov

Regulatory and Economic Resources  
Department  
Office of Historic Preservation  
111 NW 1<sup>st</sup> Street, Mailbox 114 • 12<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-4958

December 1, 2014

George A. Karam  
9149 Collins Avenue Unit 101  
Surfside, FL 33154-3142

RE: Public Hearing to Determine Historic Designation of Seaway Villas

Dear Mr. Karam:

On November 19, 2014 the Miami-Dade County Historic Preservation Board held a public hearing to determine the pending designation of Seaway Villas, located at 9149 Collins Avenue in Surfside, FL. The Board unanimously voted to defer the item for one month, to allow time for the condominium owners to retain legal counsel.

The approved one-month deferral will expire in December 2014. The Board will hold a public hearing to either approve or deny the designation of Seaway Villas, located at 9149 Collins Avenue, Surfside, FL on:

**Thursday, December 18, 2014 at 2:00 pm**

Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street  
CITT, 10<sup>th</sup> Floor Rear Conference Room  
Miami, FL 33128

The designation report you previously received is the current report. If you need another copy of the report, please contact our office and we will be happy to provide it.

Though your attendance is not required, we encourage you to attend to directly address the Board. Please be advised that until the Board makes a determination, a moratorium on alterations or demolitions has been placed on the property, as per Miami-Dade County Ordinance Chapter 16-A.

The proposed designation of Seaway Villas provides an opportunity for property owners, such as yourself, to be part of a concerted effort to enhance the development and character of Surfside by celebrating its unique architectural heritage. We hope you are proud to be the owner of a potentially historic building and we are happy to discuss the benefits of historic designation with you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Sarah K. Cody". The signature is written in a cursive, flowing style.

Sarah K. Cody  
Historic Preservation Planner  
Miami-Dade County

Cc: Sarah Sinatra Gould, Town Planner, Surfside

**Exhibit 13:**  
**Staff Report from Public  
Hearing on December 18, 2014**

**STAFF REPORT  
MIAMI-DADE COUNTY  
HISTORIC PRESERVATION BOARD**

---

*Miami-Dade County, Florida*

*Office of Historic Preservation*

**APPLICATION  
TYPE**

Historic Site Designation

**SITE NAME**

Seaway Villas

**ADDRESS**

9149 Collins Avenue, Surfside, FL 33154

**DATE OF  
CONSTRUCTION**

1936

**PROPERTY OWNER**

Various (Condominium)

**BACKGROUND**

The initiation process for Seaway Villas was started at the September 17, 2014 Board meeting, when the Board approved a petition by owner. On October 15, 2014, Staff filed a preliminary evaluation report with the Board. On November 19, 2014, the Board approved a 1-month deferral of the item. Today's item is the public hearing to either approve or deny the designation of Seaway Villas as a Miami-Dade County Historic Site.

**CRITERIA FOR  
DESIGNATION**

(a) Are associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, or architectural history that have contributed to the pattern of history in the community, Miami-Dade County, South Florida, the State, or the nation.

(c) Embody the distinctive characteristics of a type, period, style or method of construction or work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction; or

**STAFF  
EVALUATION**

Staff has determined that Seaway Villas meets the criteria for designation, based on its historic context and architectural qualities.

ITEM# PH2  
December 18, 2014

Exhibit 14:  
HP Board Meeting Minutes  
Pertaining to Seaway Villas  
from December 18, 2014

*(Designation was approved)*

**Meeting Minutes Pertaining to Seaway Villas<sup>1</sup>**

**Miami-Dade County Historic Preservation Board  
Minutes of the December 18, 2014 Meeting**

**Stephen P. Clark Center  
CITT 10<sup>th</sup> Floor Rear Conference Room  
111 NW 1<sup>st</sup> Street  
Miami, FL 33128**

**IV. REQUEST FOR DEFERRALS & PUBLIC COMMENT**

**Public Hearing started at 2:15 pm**

**Linda Miller, Town Attorney for the Town of Surfside:** Submitted into record as Exhibit A the Resolution No. 14-2270, urging Miami-Dade County Historic Preservation Board to grant a 6-month deferral for designation of any and all properties in the Town of Surfside as historic structures or districts, to allow the Town time to prepare criteria to help guide future development into the desired development pattern and to analyze and to study the impact to the Town.

**Jeffery Bass, Esq.:** Appeared on behalf of 9340 Collins Avenue and would like to be heard today because the Property Owner has worked very hard with Staff to get to a point where they are ready to hold the public hearing. He requested that the deferral requested by the Town not be granted.

**Steven Norris, 9149 Collins Avenue:** Spoke against the deferral request from the Town of Surfside. He feels that Seaway Villas is not impacting the Town's studies and corridors.

**Anamarie Kelly Stoppa, Bal Harbor:** She represents one of the owners at the Seaway Villas and spoke in favor of the deferral requested by the Town of Surfside. She further noted that Seaway Villas have a demolition permit issued by the municipality. She believes that the imposed moratorium is excessive because with the demolition permit, nothing is retroactive. She also presented a structural engineer's report and submitted it to staff to enter into the record as Exhibit C from Structures International, Inc.

**Chairman Novick:** Last month Surfside asked for a 6-month deferral, which this Board unanimously rejected. Deferred to his colleagues and asked if any Board member has changed their position.

---

<sup>1</sup> This is a synopsis of what occurred at the HP Board meeting. A full audio tape is available upon request from the Office of Historic Preservation.

**Robert McKinney** made the motion to close the Request for Deferrals and to deny the blanket 6-month deferral request from the Town of Surfside. **Adriana Cantillo** seconded the motion. Motion was approved by group vote.

Gary Appel	Yes
Ruth Campbell	Yes
Adriana Cantillo	Yes
Rick Cohen	Yes
Paul George	Yes
Robert McKinney	Yes
Mitch S. Novick	Yes
JoEllen Phillips	Yes
Enid Pinkney	Yes
Edmundo Perez	Absent
Ronda Vangates	Absent

**C. PUBLIC HEARING ITEMS:**

**PH1. Historic Site Designation**  
**Seaway Villas**  
**9149 Collins Avenue**  
**Surfside, FL 33154**

**Gary Appel:** Recused himself from the public hearing as one of the condominium owners is his client on an unrelated matter.

**Chief Kauffman:** Presented the Staff Report, which states that Seaway Villas meets the criteria for designation under Criteria A and C. Staff's evaluation of the property is that the Seaway Villas does meet those criteria for designation based on its historic context and architectural qualities.

**Sarah Cody, Staff:** Presented the history and significance of Seaway Villas. Staff's evaluation is that the Seaway Villas retains its historic integrity and meets the objective criteria for designation.

**PUBLIC COMMENT:**

**George Karam, 9149 Collins Avenue #101:** Mr. Karam spoke against the designation of the Seaway Villas, indicated that due to changes in the exterior balconies, he feels the building is not historic. The building has been exposed for 65 years and feels it is time to tear it down. Mr. Karam read into the record the engineer's report from Structures International, Inc., which he submitted to staff as Exhibit B.

**Anamarie Kelly Stoppa, Bal Harbor:** She thinks that the hardship issue is one that cannot be ignored by this Board. There are dangerous situations, you have a report from a structural engineer, and enters into record as Exhibit C. She spoke against the designation of Seaway Villas and in favor of the demolition of the building.

**Steven Norris, 9149 Collins Avenue:** Spoke in favor of the designation of the Seaway Villas. He indicates that the building has been standing for nearly 80 years and just recently passed the required 40-year re-certification.

**Tina Paul, 9225 Collins Avenue:** Submitted into record as Exhibit D a petition to protect the architectural heritage of Surfside, Florida from overdevelopment, which is signed by 122 people from all over the world. Also spoke in favor of the designation of the Seaway Villas and other properties in Surfside.

**Katerina Rabago, 9008 Collins Avenue:** Spoke against the designation of the Seaway Villas due to mold in the building and that it is not livable.

**Daniel Ciraldo, 1051 Michigan Avenue:** He reviewed the criteria and believes that the Seaway Villas should be designated. In the end, the criteria are what you are required to follow and encouraged the Board to proceed on this designation.

**Victor Maya, 1155 103<sup>rd</sup> Street, Bay Harbor:** He has reviewed the designation materials and looked at the presentation and was extremely impressed with the amount of work and detail in the reports and the consideration given to all points of view. Stated that his personal point of view is that it is a beautiful building and it needs to be preserved and maintained. Concrete disrepair, termites, and mold are issues that are in almost every single building in the area, regardless of when they were built and it is a question of maintenance. If you look at this property in terms of its merits and presence, it is very beautiful and should be preserved.

**Debra Cimadevilla, 9108 Collins Avenue:** Spoke to support the designation of the building, not only this building but other buildings between 90<sup>th</sup> and 91<sup>st</sup> which have moratoriums. She is highly disturbed because she has lived here for over 15 years and loves the character of the old buildings and that is why she moved to Surfside. She loves the fact that Surfside doesn't look like Sunny Isles Beach or any other highly developed beachfront town and she represents a very big group of residents.

She stated that the Surfside residents don't hate that developers are coming to town, but wishes that they would respect the character of Surfside and work with what is already there. She is a landlord of other buildings from Miami, Florida from the 1920s and on, she's done 40 year re-certifications. She further stated that anyone who lives there that thinks it's a dump, she would like to buy the unit. Please preserve and designate the Seaway Villas because we need Surfside to stay as Surfside. She has children and when they get bigger she

wants them to know the beautiful Surfside that she loves and she represents a lot of residents that feel the same way that she does.

**Staci Lurie, 9271 West Bay Harbor Drive:** She appreciates everything that the Board is doing with historic preservation of the buildings and also hopes that the Board will look into the Bay Harbor area. She was born and raised in the area and knows Seaway Villas and has always wanted to have a unit in the building. She states that a lot of people would love to live in this building that is being called a dump. But above all, if the building is qualified to be historic, then we should preserve it. She also mentioned what Mr. Maya mentioned, all buildings have problems like termites and concrete falling and structural issues, as does hers in Bay Harbor, and thinks that it's a matter of maintenance and assessments and when you buy a condominium you can't assume that in 40 years you are never going to have any kind of issues that are going to require repairs. Even if you own a home, you are going to have repairs. If it's possible to save such a beautiful building at a beautiful location and allow the rest of the world to be able to enjoy what we have to offer here on Miami Beach that would be a wonderful thing.

With no more members of the public wishing to speak, **Paul George** made the motion to close public portion. **Rick Cohen** seconded the motion. Motion was approved by group vote.

Gary Appel	Recused
Ruth Campbell	Yes
Adriana Cantillo	Yes
Rick Cohen	Yes
Paul George	Yes
Robert McKinney	Yes
Mitch S. Novick	Yes
JoEllen Phillips	Yes
Enid Pinkney	Absent for vote
Edmundo Perez	Absent
Ronda Vangates	Absent

**Paul George:** There is a great need to preserve a lot of things in Surfside. He is upset by what has been happening in Sunny Isles Beach, and along the waterfront throughout the County in general. We have a city that the whole world wants to develop now and it all seems to be vertical and there is very little left. He believes Seaway Villas deserves to be preserved and designated.

**Paul George** moves for designation. **Rick Cohen** seconded the motion. Motion was approved by group vote.

Gary Appel	Recused
Ruth Campbell	Yes

Adriana Cantillo	Yes
Rick Cohen	Yes
Paul George	Yes
Robert McKinney	Yes
Mitch S. Novick	Yes
JoEllen Phillips	Yes
Enid Pinkney	Absent for vote
Edmundo Perez	Absent
Ronda Vangates	Absent

Exhibit 15:  
Letter, dated December 23,  
2014, to Property Owners  
Notifying them of Outcome of  
Public Hearing to Consider  
Designation

*(Letter to George A. Karam, Appellant,  
included in packet; identical letter sent  
to all unit owners)*



miamidade.gov

**Regulatory and Economic Resources  
Department**  
**Office of Historic Preservation**  
111 NW 1<sup>st</sup> Street, Mailbox 114 • 12<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-4958

December 23, 2014

George A. Karam  
9149 Collins Avenue Unit 101  
Surfside, FL 33154-3142

RE: Historic Designation of Seaway Villas

Dear Mr. Karam:

On December 18, 2014, the Miami-Dade County Historic Preservation Board held a quasi-judicial public hearing to determine whether Seaway Villas, located at 9149 Collins Avenue, Surfside, FL, meets the criteria for local historic designation. The Board voted to designate Seaway Villas as a Miami-Dade County Historic Site. Enclosed please find a copy of the designation resolution.

As determined by the Board, Seaway Villas is associated with early development in the Town of Surfside, specifically with the Seaway Corporation and the Surf Club. It is also significant as the building embodies the distinctive characteristics of Masonry Vernacular architecture with Mediterranean influences.

We encourage you to contact us with any questions. We are happy to discuss the designation, as well as the benefits of owning a historically designated building with you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Sarah K. Cody". The signature is written in a cursive, flowing style.

Sarah K. Cody  
Historic Preservation Planner  
Miami-Dade County

Encl: Miami-Dade County Historic Preservation Board Resolution No. 2014-07

Cc: Sarah Sinatra Gould, Town Planner, Surfside

Exhibit 16:  
Follow-up Letter, dated January  
15, 2015, to Property Owners  
Providing the Final Recorded  
Resolution Designating Seaway  
Villas

*(Letter to George A. Karam, Appellant,  
included in packet; identical letter sent  
to all unit owners)*



miamidade.gov

**Regulatory and Economic Resources  
Department**  
**Office of Historic Preservation**  
111 NW 1<sup>st</sup> Street, Mailbox 114 • 12<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-4958

January 15, 2015

George A. Karam  
9149 Collins Avenue Unit 101  
Surfside, FL 33154-3142

RE: Final Resolution

Dear Mr. Karam:

Following up on the prior notice sent on December 23, 2014, enclosed please find a signed and recorded copy of the resolution approved by the Miami-Dade County Historic Preservation Board, designating Seaway Villas as a local historic site.

On December 18, 2014, the Miami-Dade County Historic Preservation Board held a quasi-judicial public hearing to determine whether Seaway Villas, located at 9149 Collins Avenue, Surfside, FL, meets the criteria for local historic designation. The Board voted to designate Seaway Villas as a Miami-Dade County Historic Site.

We encourage you to contact us with any questions. We are happy to discuss the designation, as well as the benefits of owning a historically designated building with you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Sarah K. Cody".

Sarah K. Cody  
Historic Preservation Planner  
Miami-Dade County

Encl: Miami-Dade County Historic Preservation Board Resolution No. 2014-07

Cc: Sarah Sinatra Gould, Town Planner, Surfside