

DECLARATION OF CONDOMINIUM

OF

SUNRISE GARDENS, A CONDOMINIUM

EAST LITTLE HAVANA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida not-for-profit corporation, does hereby make the following declarations:

1. Purpose. The purpose of this DECLARATION OF CONDOMINIUM OF SUNRISE GARDENS (the "Declaration"), is to submit the lands and improvements described herein to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes (the "Condominium Act").

1.1 Name. The name by which this condominium is to be identified is SUNRISE GARDENS, a Condominium ("the Condominium").

1.2 Property Submitted to Condominium Form of Ownership. The property legally described as shown on Exhibit "A" attached hereto is hereby submitted to the condominium form of ownership.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of SUNRISE GARDENS ASSOCIATION, INC., shall be defined in accordance with the provisions of Article 718.103 of the Florida Statutes and as follows, unless the context otherwise requires:

2.1 Assessment or Maintenance Assessment means the amount payable by the Unit Owners as their appointed share of the Common Expenses.

2.2 Association means SUNRISE GARDENS ASSOCIATION, INC., a not-for-profit Florida corporation.

2.3 Board of Administration or Board means the Board of Directors or other representative body responsible for administration of the Association.

2.4 Bylaws mean the bylaws of the Association existing from time to time. The initial bylaws of the Association are attached hereto as Exhibit "E".

2.5 Common Elements means:

(a) the portions of the Condominium Property which are not included in the Units;

(b) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements;

(c) an easement of support in every portion of a Unit which contributes to the support of the building;

(d) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

(e) other items as stated in the Condominium Act.

2.6 Common Expenses means:

(a) all expenses and assessments which are properly incurred by SUNRISE GARDENS ASSOCIATION, INC. for the Condominium;

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(b) expenses of administration and management of the Condominium Property;

(c) expenses of maintenance, operation, repair or replacement of Common Elements;

(d) expenses deemed Common Expenses by the provisions of this Declaration or the Association's Articles of Incorporation or Bylaws;

(e) any valid charge against the Condominium as a whole; and

(f) other items as stated in the Condominium Act.

2.7 Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements) over the sum of the Common Expenses.

2.8 Condominium Building or Building means a structure or improvement in which Units are located on the Condominium Property.

2.9 Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit and when the context permits, the term includes all other appurtenances to the Unit.

2.10 Condominium Property means all of the lands and personal property subjected to condominium ownership under this Declaration, including all improvements thereon and all the easements and rights-of-way appurtenant thereto intended for use in connection with the Condominium but excluding any cable television equipment, master antenna or security system (including, but not limited to, cable, wiring, conduit, hardware and the like) installed by the Developer or installed and owned by a third party.

2.11 Condominium Unit Owner or Unit Owner means the owner of a Condominium Parcel.

2.12 Condominium Unit or Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.13 County means the County of Dade, State of Florida.

2.14 Declaration or Declaration of Condominium means this Declaration of Condominium as amended from time to time.

2.15 Developer means East Little Havana Community Development Corporation, Inc., a Florida not-for-profit corporation. The Developer is developing the Condominium.

2.16 Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.17 Institutional Mortgagee means any state or federally chartered bank or savings and loan association, credit unions; mortgage companies; insurance companies; title insurance companies; pension trusts, real estate investment trusts; the United States of America; the State of Florida; Metropolitan Dade County; or any other political subdivision of the State of Florida or of the United States of America (including any department or agency of any of the foregoing such as the Federal National Mortgage Association, the Federal Housing Authority and the Veterans Association), or

other private or governmental institutions which are regularly engaged in the business of mortgage financing and/or mortgage insuring; the Developer; or any affiliate, assignee or successor in interest of any of the foregoing or a designee of any of the foregoing, owning or holding a mortgage on one or more Condominium Parcels.

2.18 The Project or Sunrise Gardens means a residential multiple family development planned to be constructed on property owned or to be acquired by Developer or others, which if totally developed will consist of twelve (12) condominium units located in one (1) building.

2.19 Utility Service means but is not limited to electric power, telephone, water, cable television, if any, air-conditioning, heating, and garbage and sewage disposal.

3. Development Plan. The Condominium is described and established as follows:

3.1 Survey. A survey of the land and a graphic description of the improvements in which Units are located identifying each Unit by a number so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as composite Exhibit "B".

3.2 Condominium Units. The Condominium consists of twelve (12) individual Condominium Units located as graphically reflected on Exhibit "B". Each Unit is designated and identified by a unit number.

3.3 Common Elements. The Common Elements shall include everything within the definition thereof as set forth in Subsection 2.5 hereof.

3.4 Nonexclusive Easements. Nonexclusive perpetual easements are expressly provided for and reserved in favor of the Unit Owners and occupants of the Condominium Building(s), their guests and invitees, as follows:

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utilities. Nonexclusive easements are reserved through the Condominium Property as may be required for utility and other services, cable television (if any), and drainage in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications for the building, as these may be amended from time to time as the building is constructed, unless approved in writing by all Condominium Unit Owners. No Unit Owner may do anything within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of drainage facilities or such utility, cable television (if any) or other services or the use of these easements. The Association or its designee shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements contained in the Unit or elsewhere in the Condominium Property, and in the event of emergency repairs, to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.

(c) Ingress and Egress. A nonexclusive easement shall exist for ingress and egress over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across the streets and walks and other rights-of-way serving the Units of the Condominium; and such nonexclusive easements shall be for the use and benefit of the Condominium Unit Owners, and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated or assigned for parking purposes. Any lien now or hereafter encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements. In addition the Developer and their successors or assigns and any mortgagee of the Developer shall have a nonexclusive easement for ingress and egress over and through and across any and all streets and/or roadways situate on the condominium property.

(d) Easements for Unintentional and Nonnegligent Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements stand.

(e) Construction; Maintenance. The Association (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, at any time or times to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction or remodeling or operating any part or parts of the Condominium Property, of any improvements or Units located or to be located on or as part of the Condominium Property, or of any improvements on any other portion of the Project. The Association shall repair, replace and maintain the Condominium Property or any part thereof.

(f) Sales Activity. The Developer and their designees, successors and assigns shall have the right to use any Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and tenants of Units or of other apartments in the Project, to erect on the Condominium Property signs and other promotional materials to advertise Units and/or such other apartments in the Project for sale or lease (without regard to the size or aesthetic qualities of the materials) and to take any and all actions which, in the Developer's opinion, may be helpful for selling or leasing Units or such other apartments in the Project or for promoting the Project and its operations generally.

(g) Additional Easements. The Developer (so long as it owns any Units or other dwellings in the Project) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as his attorney-in-fact for this purpose), shall each have the right to grant access easements and electric, drainage, gas, cable television (if any) and other utility or service easements on, in or over any portion of the Condominium Property,

and to relocate any existing access, utility or service easements or drainage facilities (subject to applicable restrictions) on, in or over any portion of the Condominium Property, in any such case as the Developer or the Association (as the case may be) deems necessary or desirable for the proper operation and maintenance of all or any portion of the Condominium Property or other improvements in or on the Project, for the general health or welfare of the Unit Owners, for carrying out any provisions of this Declaration, or otherwise, provided that the easements thus granted or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.

(h) Grantee. Certain portions of the Condominium Property may from time to time be set aside and designated for use as pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants or other parties on the Condominium Property. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which are to be utilized for the above-described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto, in favor of all Unit Owners, their mortgagees, heirs, personal representatives and assigns, and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail because of a lack of grantee who has the capacity to take and hold the said easements (such as future Unit Owners of the Condominium Property, their mortgagees, heirs, successors, personal representatives and assigns) then and in such event, any easements, license or right-of-way, not deemed to be created as aforesaid shall be considered as having been granted directly to SUNRISE GARDENS ASSOCIATION, INC. for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted, the benefit of said easement or license or right-of-way.

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

3.5 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersection with the perimetrical boundaries:

(1) Upper Boundaries. The planes of the undecorated finished surface(s) of the ceiling of the uppermost story of the Unit, including, in the case of a Unit in which the ceiling forms more than one plane, the planes formed by the undecorated finished vertical surfaces that join the planes of the ceiling.

(2) Lower Boundaries. The plane of the surface of the unfinished floor slab of the lowest story of a Unit including, in a Unit containing a room in which any part of the floor is raised above the level of the floor of the rest of the Unit, the vertical plane connecting the raised floor with the floor of the remaining portion of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical plane(s) or planes at the center of all Party Walls, (as hereinafter defined) and the vertical plane or planes at the unfinished interior of all Outer Walls, (as hereinafter defined) extending to their intersections with each other and with the upper and lower boundaries. In a multi-story Unit where the perimetrical boundaries are not one plane, the perimetrical boundary shall include the horizontal plane or planes connecting the several planes of the perimetrical boundaries. Patios, balconies, terraces, or roof decks shall be deemed Limited Common Elements of the Unit having direct access to same.

(1) "Party Walls" shall mean all walls which are common to two or more Units.

(2) "Outer Walls" shall mean all walls enclosing and abutting on a Unit and which also abut on Common Elements.

(c) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth in Exhibit "B" hereto, shall control in determining the boundaries of a Unit.

3.6 Limited Common Elements. Each Condominium Unit will be assigned, as its Limited Common Element:

(a) Any patio, balcony, terrace or roof deck appurtenant to a Unit; and

(b) One (1) parking space for the exclusive use of each Unit in accordance with the following provisions:

(1) Each Condominium Unit shall be entitled to the exclusive use of one (1) parking space. The Developer shall assign the parking space(s) to each Unit on or before the date upon which the Developer conveys such Unit to a purchaser. The right to the exclusive use of the parking space assigned to a Unit shall pass with title to the Unit without further need for assignments or reference to such parking space. However, the Board of Administration of the Association may, with the written consent of the Unit Owner to which such parking space has been assigned, change said assignment, provided that no changes in assigned parking space may be made so long as the Developer owns any Units, and further provided that no change shall be made which shall result in any Unit having no parking space assigned to it. All assignments or changes in assignments made pursuant to this provision shall be in writing but shall not be recorded in the Public Records. A copy of the assignment shall be furnished to the Board of Administration.

(2) An assignment of any parking space grants only the exclusive use thereof and does not convey any title thereto. Parking spaces are Limited Common Elements appurtenant to the Units to which they are assigned and any transfer of title to a Unit (including transfers by operation of law) shall operate to transfer the exclusive use of the Unit's then appurtenant parking spaces.

(3) Upon the Developer transferring title to the last Unit owned by it in the Condominium, all parking spaces which have not been assigned to a particular Unit by the Developer shall be Common Elements.

3.7 Recreational and Other Facilities. The Developer will not construct any recreational facilities on the Condominium Property.

3.8 Development Plan. The Condominium will be developed as follows:

(a) Exhibit "B" to this Declaration legally describes and graphically depicts the Condominium. Sheet 1 of Exhibit "B" contains the survey and site plan for the Condominium reflecting the general location of the improvements which comprise the Condominium.

Sheets 1 through 5 of Exhibit "B" contain the survey and plot plans, as built, including the executed Surveyor's Certificate required by Article 718.104(4)(e) of the Florida Statutes.

There are two basic types of units plus mirror images of certain of these basic types. Set forth on Exhibit "C" is each unit number and the unit type designation for each. Floor plans for each type are set forth on Sheet 1 of Exhibit "B".

(b) The percentage share of Common Elements and Common Expenses for each Unit will be shared evenly among all twelve (12) units. Exhibit "C" depicts the percentage breakdown of common elements and common expenses for the twelve (12) units in the Condominium.

(c) The Condominium will be operated by SUNRISE GARDENS ASSOCIATION, INC., a not-for-profit corporation as provided in Article 5 of this Declaration of Condominium. Each Unit which is built will have one vote in the Condominium Association.

(d) The Developer does not contemplate time-share estates with respect to units in this Condominium.

4. Appurtenances to Condominium Units. The owner of each Condominium Unit shall own an undivided share and interest in the Condominium Property as reflected in Exhibit "C" attached hereto, which share and interest shall be appurtenant to the Condominium Unit. The appurtenances to the Condominium Units include but are not limited to the following items:

4.1 Common Elements. The undivided share in land and other Common Elements which are appurtenant to each Condominium Unit.

4.2 Association. The membership of the Unit Owner in the Association and the interest of each Unit in the funds and assets held by the Association.

4.3 Use of Common Elements. The right to use and enjoy the Common Elements subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and such rules and regulations which may from time to time be established by the Board of Administration of the Association.

4.4 Limited Common Elements. Each Unit shall have the exclusive use of such Limited Common Elements as are assigned to it by Developer.

4.5 Liability for Common Expenses and Share of Common Surplus. Each Condominium Unit Owner shall be liable for a share of the Common Expenses and shall be entitled to a share of the Common Surplus in accordance with the percentages delineated in Exhibit "C" attached hereto. The foregoing right to a share of the Common Surplus does not include the right to withdraw or require payment or distribution of Common Surplus when, as and if any such Surplus shall exist. No Condominium Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Unit.

4.6 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to

use all appropriate appurtenant Limited Common Elements shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property or any part thereof shall lie.

5. Association. The Condominium shall be operated by SUNRISE GARDENS ASSOCIATION, INC., a Florida not for profit corporation, which shall maintain and manage this Condominium and shall fulfill its functions pursuant to the following provisions:

5.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "D".

5.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "E".

5.3 Limitations Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Condominium Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by other Unit Owners or persons, provided that this limitation does nothing to void or cancel any insurance carried by the Association for Unit Owners.

5.4 Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

5.5 Approval or Disapproval of Matters. Whenever the decision of a Condominium Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

5.6 Ownership of Recreation Facilities. The Association may acquire ownership or other possessory or use interests in lands and/or recreational facilities, whether or not contiguous to the lands of the Condominium, in order to provide for the enjoyment, recreation or other use or benefit of the Condominium Unit Owners. All recreational facilities serving the Condominium will be either: (i) owned in fee by the Association free and clear of all liens; or (ii) be a part of the Common Elements.

5.7 Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, this Declaration and in its Articles of Incorporation and Bylaws. The Board of Administration of the Association may enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the Condominium Property, and the fees and compensation to be paid to said parties will be a Common Expense subject to assessment.

5.8 Voting Rights. Each Unit shall be entitled to membership in the Association and to one vote to be cast by its Owner in accordance with the provisions of the Bylaws and the Articles of Incorporation of the Association.

6. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

6.1 Maintenance.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements including, but not limited to, all roofs and all Limited Common Elements, except (i) Unit Owners shall maintain the air conditioner condenser for their Unit and (ii) Unit Owners shall be responsible for general cleaning and housekeeping of Limited Common Elements appurtenant to their Units.

(2) All portions of a Condominium Unit contributing to the support of the Unit except interior surfaces, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include screening, windows, glass and interior surfaces of walls, ceilings and floors.

(3) All conduits, ducts, plumbing, wiring, air conditioning pipes and other facilities for the furnishing of utility services, including air conditioning, contained in the portions of a Condominium Unit that service a part of the Condominium or a Unit other than the Condominium Unit within which contained.

(4) All incidental damage caused to a Condominium Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Subsection 6.1(a) (1), (2), and (3) above.

(b) By the Condominium Unit Owner. The responsibility of the Condominium Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at his sole and personal expense the interior side of all entrance doors, all other doors within a Unit, door bells, door knockers, windows, glass, screens and air conditioners, electrical panels, electric wiring, electric outlets and fixtures and plumbing fixtures and connections within a Unit or belonging to a Unit Owner, interior surfaces of all walls, floors and ceilings and all other portions of his Condominium Unit, except the portions specifically to be maintained, repaired and replaced by the Association. Additionally, the Unit Owner shall be responsible for the general cleaning and housekeeping of his Limited Common Elements. All maintenance, repairs and replacements to be done by Unit Owner shall be done without disturbing the rights of other Condominium Unit Owners.

(2) To refrain from enclosing, painting or otherwise decorating or substantially changing the appearance of any portions of the Limited Common Elements appurtenant to his Unit or of the exterior of any door, to his Unit, without the express written consent of the Board of Administration of the Association.

(3) To refrain from changing or in any way altering the landscaping of the Limited Common Elements without the express written consent of the Board of Administration. Such consent shall not be unreasonably withheld. However, the Board of Administration may not consent to the planting of any tree, shrub, or other plant if such may cause damage to any structure or utility line or if it will cause messy litter or will in any way constitute a nuisance.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

6.2 Alteration and Improvement. Alteration and improvement of the Condominium Property and restrictions thereon shall be as follows:

(a) By the Declarant. Developer reserves the right to change the interior design and arrangement of all Units in the condominium so long as Developer owns the Units so changed and altered. So long as Developer owns the Units altered and the Units abutting the Common Elements where the boundaries are being altered, the Developer, with the approval of a majority of the total voting interest for amendments as required by Section 718.110(4) F.S. may alter the boundaries between Units in the condominium and alter the boundaries of the Common Elements existing between the Units. If at the time such amendment to the plans is made this Declaration has been recorded among the Public Records of the County, such amendment of the plans shall be reflected by an amendment of this Declaration signed and acknowledged only by the Developer and by the Association and if necessary, approved by the Institutional Mortgagees of Condominium Units materially and adversely affected thereby, whether the affected Condominium Units are encumbered by individual mortgages or by an overall construction mortgage. An amendment for such purpose need be signed and acknowledged only by the Developer and by the Association but need not be approved by the Condominium Unit Owners, whether or not such approval is elsewhere generally required for an amendment of the Declaration, provided, however, that where the consent of a specific Unit Owner or Owners is required in accordance with the provisions of this paragraph, such consent shall be attached as an exhibit to the Amendment. Several amendments to the plan may be reflected in a single amendment to the Declaration of Condominium. The right to make the aforescribed changes are with respect to the units in a building which has been condominiumized.

(b) By the Unit Owner.

(1) No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Administration. A Unit Owner shall request approval of a proposed addition, alteration or improvement to his Unit in writing and shall submit with such request, the plans therefor to the Board of Administration.

(2) No Unit Owner, other than the Developer, may alter or add to the Common Elements as set forth above, including the Limited Common Elements appurtenant to his Unit, or to any part of a Unit (whether such part be deemed part of the Unit or of Common Elements) which abuts on Common Elements, including Limited Common Elements unless such alteration or addition is approved by a majority of the Unit Owners, by the Board of Administration. The approval of the Board of Administration shall be requested and given or denied in the same manner as is provided herein for changes by a Unit Owner to his Unit. Notwithstanding the foregoing, a Unit Owner may combine two or more Units owned by him, or restore to their original boundaries two or more Units previously combined, upon the approval of the Board of Administration, if such combination or subdivision would not alter the Common Elements (other than the interiors of nonload-bearing walls abutting such Units), and, as reasonably determined by the Board of Administration, would not weaken, impair or endanger any of the Common Elements. Such approval shall be requested, given or denied in the same manner as is provided herein for changes by a Unit Owner to his Unit.

(3) All additions, alterations and improvements by the Unit Owners shall be made at their sole expense in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or

improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any cost, expense or damage resulting therefrom.

(c) By the Association. The Association shall not make any alteration of, addition to or expansion of the Common Elements the estimated cost of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) (which threshold amount shall be cumulatively increased by ten percent (10%) every twelve (12) months from the date this Declaration is recorded) or any alteration which materially affects the use of any recreational facilities unless the plans and expenditure for it are first approved at a duly called meeting by a majority of all Unit Owners entitled to vote in the Association. Nothing in this Subsection 6.2(c) shall bar the Association from making reasonably required repairs, replacements or refurbishments of existing Common Elements the cost of which exceeds the foregoing sum without a vote of the membership.

(d) Combined Units. In each event where Units are combined, the combination must be done in accordance with Section 718.110(4), F.S., whether such combination is done by the Developer, a Unit Owner or Association. All assessments, voting rights and the share in the Common Elements shall be determined as if such Units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been combined.

6.3 Management Agreement. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance of the Condominium Property and may join with other condominium associations in contracting with any firm, person or corporation for the maintenance, repair and management of the Condominium and of areas which the Condominium may share with other condominiums. Provided however, if said management agreement is entered into prior to Developer's turnover of control of the Board of Administration then the management agreement must provide for termination upon not more than thirty (30) days notice by either party at any time without penalty. Turnover of control by the Developer would take effect when Unit Owners other than the Developer elect more than fifty percent (50%) of the Administrators on the Board of Administration, but in any event no longer than seven (7) years from the date after the recordation of this Declaration of Condominium.

6.4 Association's Right of Access to Units. Each Unit Owner acknowledges that the Association or its designee have the irrevocable right to enter into any Unit during reasonable hours when necessary for the maintenance repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to another Unit or to the Common Elements. Each Unit Owner further agrees to allow the Association, its agents and any employee that is an authorized agent of the Association to enter into the Units for the purpose of (i) maintaining, repairing or replacing the Common Elements as required by Subsection 6.1(a).

6.5 Failure of Unit Owner to Comply. In the event the Owner of a Unit fails to maintain it as required herein, or makes any addition or alteration without the consent required hereunder, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions of this Declaration.

7. Assessments. The Association shall make and collect assessments against Condominium Unit Owners for Common Expenses, including such reserves as may from time to time be established by the Association, in accordance with the Articles of Incorporation

and Bylaws of the Association and subject to the following provisions:

7.1 Share of Common Expenses and Surplus. Each Condominium Unit Owner shall be liable for a proportionate share of the Common Expenses and shall have a share in the Common Surplus in accordance with the percentages reflected in Exhibit "C" but the same shall not vest or create in any Condominium Unit Owner the right to withdraw or to receive distribution of any share of the Common Surplus.

7.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due, shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall be subject to a late charge equal to the greater of \$25.00 or five percent (5%) of the assessment for each delinquent installment. All payments on account shall be first applied to late charges and then to the assessment payment first due. In addition to the foregoing, the Association may charge the Unit Owner for administrative and other expenses incurred by it in collecting such delinquencies, including without limitation, attorney's fees, whether or not an action is commenced.

7.3 Lien for Assessments. The Association shall have a lien against each Condominium Unit for any unpaid assessments by the owner thereof. The lien shall terminate one year after recording a Claim of Lien in the Public Records unless an action to enforce said lien is commenced within such year in a court of competent jurisdiction. The lien shall also secure interest on the unpaid assessments and reasonable attorneys' fees and other expenses incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien may be recorded among the Public Records of Dade County, Florida, by filing a claim of lien therein which states the legal description of the Condominium Unit, the name of the record owner of the Condominium Unit, the name and address of the Association, the amount claimed to be due and the due dates, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien shall have been paid. Such claims of lien may be signed and verified by any officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. In the event an Institutional Mortgagee of record shall obtain title to a Condominium Unit as the result of foreclosure of its mortgage or as a result of a conveyance in lieu of foreclosure of its mortgage, such Institutional Mortgagee, its successors and assigns, shall be liable for that share of the Common Expenses or assessments by the Association chargeable to the Condominium Unit, or the owner thereof, which became due prior to such acquisition of title by the Institutional Mortgagee unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of its mortgage, and any such unpaid share of Common Expenses or assessments chargeable against any such foreclosed Condominium Unit or against a Condominium Unit transferred in lieu of a foreclosure, shall be deemed a Common Expense to be paid in the same manner as other Common Expenses of the Condominium by all of the Condominium Unit Owners including such acquirer. An Institutional Mortgagee acquiring title to a Condominium Unit as a result of a foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such

Unit, whether or not the Unit is occupied, be excused from payment of Common Expenses coming due during the period of such ownership.

7.4 Declarant's Liability for Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and of assessments relating to Units it owns and is offering for sale during the period of time commencing on the date the first Unit is conveyed to a Unit Owner other than the Developer (the "First Closing") and ending on the first day of the fourth calendar month following the month in which the First Closing took place. During such period, the Developer will pay any amount of Common Expenses incurred during that period and not produced by the regular periodic assessments receivable from other Unit Owners.

7.5 Working Capital Fund. The Developer will cause to be collected from each purchaser of a Condominium Unit a fee equivalent to two month's maintenance for said Unit. These monies will be turned over to the Association and used for unforeseen capital expenditures or to purchase additional equipment or services within sixty (60) days after the closing of the first Unit. Within sixty (60) days after the closing of the first Unit, the Developer shall pay each unsold Unit's share of the Working Capital Fund to the Association. Thereafter, the Developer may reimburse itself for the prepayment of working capital from the funds collected at closing when the unsold Units are sold.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Condominium Unit Owner, shall be governed by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Condominium Units. Insurance policies covering the damage to the Condominium Buildings, the kind, amounts, valuations and forms of such policies, and the insurance companies issuing the same, shall be subject to the approval of the Developer and the Institutional Mortgagee holding the greatest dollar amount of mortgages against Units in the Condominium. The Association must use generally acceptable insurance carriers. For purposes hereof, a generally accepted insurance carrier is one which would qualify under the guidelines set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide. Such policies and endorsements thereon shall be deposited with the Association. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Condominium Unit Owner but the Condominium Unit Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Condominium Unit Owners, at the request of the Board of Administration, shall furnish the Association with copies of all insurance policies obtained by them. All insurance policies purchased by the Association shall be with an insurance company authorized to do business in Florida.

(a) Notice. Each policy must provide that it cannot be cancelled or substantially modified (increases in coverage are permissible) without at least ten (10) days prior written notice to the Association, to the Developer and to each holder of a mortgage listed as a scheduled holder of a mortgage in the policies.

(b) Certificates. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

8.2 Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. The Condominium Units (including all fixtures, installations or additions comprising that part of the buildings within the boundaries of the Units which were initially installed in accordance with the original plans and specifications therefor, and all replacements thereof but specifically excluding all wall coverings, floor coverings, ceiling coverings, furniture, furnishings or other personal property owned), Common Elements and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Administration of the Association, subject always to the approval and final determination by the Institutional Mortgagee holding the greatest dollar amount of mortgages on Units in the Condominium and the Developer. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Condominium buildings and improvements, including but not limited to vandalism and malicious mischief.

(b) Public Liability. The Association shall maintain public liability insurance in connection with the Common Elements or any space leased, used or operated by the Association, in the minimum amounts set forth below and with such coverage as the Board of Administration may deem advisable. The policy for liability insurance shall have a cross-liability endorsement to cover liabilities of the Association and the Condominium Unit Owners as a group to any Condominium Unit Owner. Such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(c) Workmen's Compensation Policy. The Association, with respect to its employees, shall maintain such Workmen's Compensation insurance as may be necessary to meet the requirements of law.

(d) Fidelity Insurance. The Association shall obtain fidelity bonding or other fidelity insurance covering all directors, officers and employees of the Association, as well as any managing agents, who handle Association funds. To the extent managing agents handle funds, the managing agent shall be required to maintain fidelity bonds covering its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the management agent as the case may be at any given time. However, in no event may the aggregate amount of said bonds be less than \$10,000.00 per person. The bonds shall contain waivers by the issuers of the bonds on all defenses based upon the exclusion of persons serving without compensation from the definition of employees or similar terms. In addition to the notice called for under Subsection 8.1(a) above, the bonds must further provide that they may not be cancelled or substantially modified (except increased without at least ten (10) days prior written notice to the Federal National Mortgage Association (FNMA) Servicer on behalf of FNMA.

(e) Flood Insurance. If the condominium is identified by the Secretary of Housing and Urban Development as having special flood hazards under the National Flood Insurance program, the Association will acquire an appropriate flood insurance policy on the buildings and any other property covered by the required form of policy (herein "Insurable Property") in amount

deemed appropriate by the Association but not less than: (i) the maximum coverage available, or (ii) one hundred percent (100%) of current replacement cost of all buildings and other insurable property.

(f) Other. The Association may obtain such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable, or as may be reasonably required by the Developer and the Institutional Mortgagee holding the greatest dollar amount of mortgages on the Units in the Condominium. Said additional insurance shall include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use including, without limitation, employers liability insurance, contractual and all written contract insurance and comprehensive automobile liability insurance.

Each of the foregoing policies shall waive the insurer's right: (i) to subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) to avoid liability for a loss that is caused by an act of the Board of Administration of the Association, or by a member of the Board of Administration of the Association or by one or more Unit Owners. Such policies shall also include an "Agreed Amount Endorsement" and when available, Inflation Guard Endorsement.

8.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and any named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Administration may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be placed pursuant to this Article.

8.4 Premiums. Premiums for insurance placed by the Association shall be a Common Expense of the Condominium and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Developer and/or Institutional Mortgagee holding the greatest dollar volume of mortgages, such Institutional Mortgagee and/or Developer shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, shall be subrogated to the assessment and lien rights of the Association as against individual Unit Owners for the payment of such item of Common Expense.

8.5 Insurance Trustee; Shares of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners, the Developer and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses in an amount not to exceed \$25,000.00 shall be paid to the Association and that all proceeds which total more than \$25,000.00 shall be paid in their entirety to an insurance trustee designated by the Developer (or by the Board of Administration upon the Developer conveying title to the last of the Units in the Condominium) at such time as the Association learns that insurance proceeds in excess of \$25,000.00 (which threshold amount shall be cumulatively increased by ten percent (10%) every twelve (12) months from the date this Declaration is recorded) shall be payable. The Insurance Trustee may be the Developer itself; provided; however, that the foregoing right of the Developer to select the Insurance Trustee shall be subject to the approval of the Institutional Mortgagee

holding the greatest dollar amount of mortgages against Units in the Condominium at the time such Trustee is appointed. The duty of the Association with respect to such insurance proceeds and of the Insurance Trustee, if appointed, shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Condominium Unit Owners, the Developer and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements: An undivided share for each Condominium Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Condominium Units. Proceeds on account of damage to Condominium Units shall be held in the following undivided shares:

(1) When the building damaged is to be restored, for the owners of damaged Condominium Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Administration of the Association and the Developer.

(2) When the building damaged is not to be repaired, for the owners of Condominium Units in the damaged building in undivided shares in the same ratio as their respective shares in the Common Elements.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Condominium Unit Owner and mortgagee pursuant to the provisions of this Declaration.

8.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of Insurance Trustee. All expenses of the Insurance Trustee, if any, shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners of said proceeds in the shares set forth Article 8.5 hereof, Remittances to Condominium Unit Owners (including the Developer) and their mortgagees shall be payable jointly to them and shall be applied to reduce the outstanding balance of any mortgages upon the Unit in order of priority. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Condominium Unit.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners of said proceeds in the shares set forth in Article 8.5 hereof. Remittances to Condominium Unit Owners (including the Developer), and their mortgagees shall be payable jointly to all of them and

shall be applied to reduce the outstanding indebtedness secured by such mortgages in order of priority. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium Unit.

(d) Certificate. In making distribution to Condominium Unit Owners, (including the Developer) and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium Unit Owners and their respective shares of the distribution.

8.7 Association as Agent. The Association or such insurance trustee as designated by the Developer (or the Association, as the case may be) is hereby irrevocably appointed Agent and attorney in fact for each Condominium Unit Owner for purposes of purchasing and maintaining such insurance policies as heretofore provided; the collection and appropriate disposition of the proceeds thereof; to adjust all claims arising under the insurance policies purchased by the Association; to execute and deliver releases and other documents upon the payment of a claim and to all other accounts necessary to accomplish such purposes.

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the Common Elements shall be damaged to the extent that reconstruction or repair is necessary, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Common Elements. If the damage is solely to a portion or portions of the Common Elements and does not extend to the Units, the same shall be reconstructed or repaired.

(b) Common Elements and Units.

(1) Partial Destruction. If the damage is to the Units and less than 75% of the total amount of the Association's casualty insurance is payable by reason of such casualty then the Units (not including furniture, furnishings or other personal property supplied or installed by any Occupant or Unit Owner other than the Developer) shall be reconstructed and repaired unless within sixty days after notice is given to all Unit Owners and Institutional Mortgagees of the amount of such insurance which is forthcoming, at least (i) 75% of the Unit Owners and (ii) mortgagees holding Institutional Mortgages on at least 75% of the Condominium Parcels which are encumbered by Institutional Mortgages and (iii) the Developer (so long as the Developer owns at least one Unit in the Condominium) shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damage is to the Units and 75% or more of the total amount of the Association's casualty insurance is payable by reason of such casualty, the Units shall not be reconstructed or repaired unless, within sixty days after notice is given to all Unit Owners and Institutional Mortgagees of the extent of the damage and the amount of such insurance which is forthcoming, (i) at least 75% of the Unit Owners, (ii) mortgagees holding Institutional Mortgages on at least 75% of the Condominium Parcels which are encumbered by Institutional Mortgages and (iii) the Developer (so long as the Developer owns at least one Unit in the Condominium) agree in writing that the same shall be reconstructed or repaired.

(3) Termination of Condominium. In the event the Units are not substantially reconstructed within two (2) years after the casualty the Condominium shall be terminated and the Association shall record a statement to that effect in the Public Records of Dade County, Florida. The termination of the

Declaration does not bar the creation of another condominium affecting all or any portion of the same property.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether a decision has been made to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements including those for any authorized alteration or improvements made after this Declaration is recorded or, if not in accordance with such plans and specifications, then according to the plans and specifications approved by the Board of Administration of the Association, the Developer and by one hundred percent (100%) of all Unit Owners and mortgagees holding liens thereon. If the foregoing approvals are not given within thirty (30) days of plans therefor being submitted to each person or entity whose approval is required hereunder, reconstruction and repair shall be made in accordance with the original plans and specifications as amended, with such changes as may be necessitated by changes in statutes, rules, regulations and ordinances affecting the Condominium Property.

9.3 Responsibility. If the damage is only to those parts of Condominium Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments and Special Charges for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made against all Condominium Unit Owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each Unit Owner's share in the Common Elements.

(b) Condominium Units. Special Charges shall be made against the Condominium Unit Owners who own the damaged Units in sufficient amounts to provide for payments for the costs of reconstruction and repair. Such Special Charges against Condominium Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Condominium Funds. The funds for the payment of costs for construction and repair after casualty, which shall consist of the proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Condominium Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) By Whom Held. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided) and if an Insurance Trustee has been appointed pursuant to Subsection 8.5 hereof, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and

shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Condominium Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Association - Lesser Damage. If an Insurance Trustee has been appointed and is holding insurance proceeds and if the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Administration.

(2) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration, subject to the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Condominium Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Condominium Unit Owner shall be paid by the Association or Insurance Trustee, if any, to the Condominium Unit Owner and the Developer, or if there is a mortgage on such Condominium Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed first to those Unit Owners who may have been specially charged for their proportionate share of an anticipated deficiency pursuant to a Article 9.5 and then to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of the funds paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Condominium Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters, and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or an Institutional Mortgagee which is the beneficiary of an insurance policy the

proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association and a copy of such approval shall be provided to the Insurance Trustee.

10. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and to protect the value of the Unit, the use of the Condominium Property shall be in accordance with the following restrictions which shall be applicable to and shall be covenants running with the land of the Condominium:

10.1 Occupancy and Residential Use. The lands of the Condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes excepting therefrom such uses normally incident to the operation of a condominium (e.g., commercial laundry equipment).

(a) Occupancy. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his family and guests), and (ii) an officer, director, stockholder or employee of such corporation (and members of his family and guests), (iii) a partner or employee of such partnership (and members of his family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and members of his family and guests) or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a lease or sublease must be (i) an individual lessee or sublessee (and members of his family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of his family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his family and guests). Under no circumstances may more than one family, its servants and guests occupy a Unit at one time. "Members of his family" or words of similar import, whenever used herein shall be deemed to mean spouse, parents, grandparents, parents-in-law, brothers, sisters, nieces and nephews, children and grandchildren.

(b) Additional Constructions. No structures shall be constructed upon the land other than Condominium Buildings or other structures intended for residential use and appurtenances thereto. No Condominium Unit may be divided or subdivided into a smaller Unit, or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the other provisions hereof.

(c) Children. Children are permitted to reside in the Condominium.

10.2 Balconies and Patios. No Unit Owner shall cause or permit any balcony, patio or roof deck appurtenant to his Unit to be increased in size, or the configuration thereof altered, nor any improvements or changes made thereto, or to the exterior of the building, including, but not limited to painting or other decoration of any aesthetic nature, the installation of electrical wiring, television antenna, machines or air conditioning Units which may protrude through the walls or roof of the building, nor change the appearance of any portion of the building.

10.3 Nuisances. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to

exist. No Condominium Unit Owner shall permit any use of his Condominium Unit or make any use of the Common Elements which will increase the rate of insurance upon any part of the Condominium Property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

10.5 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Elements or Condominium Units; provided, however, the right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Condominium Unit it may from time to time own, and the same right is reserved to any Institutional Mortgagee which may become the owner of a Condominium Unit and to the Association as to any Condominium Unit which it may own.

10.6 Exterior Appearance. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed from any Unit or Common Element. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside walls of the Condominium Building and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board of Administration. Nothing shall be affixed to glass windows, glass doors or any other transparent aperture nor shall the color or appearance of such items be changed. Any draperies, curtains, shades, shutters, blinds or other covering or material which face on exterior windows or glass doors or which are in any way visible from the exterior of the Unit shall be white or off-white in color.

10.7 Floor Coverings. No Unit Owner may install floor tile in his Unit, or install tile or other floor covering on his balcony, terrace, atrium, patio or roof deck, without the prior consent of the Board of Administration of the Association. Consent shall be granted in respect of floor tile in the interior of a Unit provided that the tile selected by the Unit Owner is adequately soundproofed. Tile or other floor covering selected by the Unit Owner for his balcony, terrace, atrium, patio or roof deck will be permitted provided it is adequately soundproofed and its color, material and design are consistent with standards adopted by the Board of Administration.

10.8 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Administration of the Association. The initial Rules and Regulations, which shall be deemed effective until amended, are annexed as Exhibit "A" to the Bylaws and may be amended without formal amendment of the Bylaws or of this Declaration.

10.9 Automobile Parking Spaces. No automobile parking space may be used for any purpose other than the parking of automobiles which are in operating condition. No automobile may be repaired or in any way serviced upon any portion of the Condominium Property. No parking space shall be used by any person other than an occupant of the Condominium who is in actual residence or by a guest or visitor of an occupant of the Condominium and by such

guest or visitor only when such guest or visitor is in fact visiting and upon the Condominium Property.

10.10 Transients. No rooms, as distinguished from Condominium Units, may be rented, and no transient tenants may be accommodated.

11. Rights of Declarant. Until the Developer has sold all of the Units of the Condominium, neither the Unit Owners nor the Association, nor their use of the Condominium, shall interfere with the Developer in the sale of the Condominium Units. Anything herein to the contrary notwithstanding the Developer may make such use of its unsold Units and the Common Elements as may facilitate such sales, including, but not limited to, the maintenance of a sales office for the sale of Units in the Project and the display of signs. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO LEASE ANY UNITS IN THE CONDOMINIUM WHICH IT MAY OWN ON SUCH TERMS AS IT DEEMS APPROPRIATE AND MAY TRANSFER UNITS SUBJECT TO A LEASE.

12. Purchase of Condominium Units by Association. The Association shall have the power to purchase Condominium Units and to obtain appropriate financing in connection with such purchase subject to the following provisions:

12.1 Decision. The decision of the Association to purchase a Condominium Unit shall be made by its Board of Administration without the necessity of approval by its membership, except as is hereinafter expressly provided.

12.2 Limitation. The Association, if it shall be the owner or agreed purchaser of five (5) or more Condominium Units, shall not purchase any additional Units, without the prior written approval of seventy-five percent (75%) of the members eligible to vote. A member whose Condominium Unit is the subject matter of the proposed purchase shall be eligible to vote thereon, provided, however, that the limitations hereof shall not apply to Condominium Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by the virtue of any and all senior or superior liens against the Condominium Unit, plus the amount due the Association, nor shall the limitation of this Subsection apply to Condominium Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

13. Condemnation.

13.1 Deposit on Awards with Insurance Trustee. If any of the Common Elements are taken by condemnation or are conveyed in lieu thereof, the awards for that taking shall, for the purposes of this Declaration, be deemed to be proceeds from insurance on account of a casualty causing damage to the Common Elements within the meaning of Article 8, and shall be deposited with the Insurance Trustee or the Association, as the case may be. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee or the Association; and in the event of the failure of any Unit Owner to do so, the Board of Administration may, at its discretion, levy a Special Charge against such Unit Owner in the amount of his award, or the amount of that award shall be setoff against any sums hereafter made payable to that Owner pursuant to this Article.

13.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided in Article 9 for determining whether damaged Common Elements and Units will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

13.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards and Special Assessments under Subsection 13.1 will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements and Units. If the Condominium is not terminated after condemnation, the size of the building will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after damage to the Common Elements.

13.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Administration, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to the holder of any Institutional Mortgage encumbering the Unit, the remittance being made payable jointly to the Owner and any such Institutional Mortgagee.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the other Units shall be restated as percentages of the difference between 100% and the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same proportions to each other as before the taking and so that the total of the percentages of such shares shall still equal 100%.

13.5 Unit Made Uninhabitable. If the taking is of the entire Unit, or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Payment of Award. The award shall be paid first to any Institutional Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other mortgagees of the Unit in an amount not to exceed the market value of the Condominium Parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any Institutional Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved

in the manner elsewhere required in this Declaration for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements, Common Expenses and Common Surplus. The shares in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be done by restating said shares of the continuing Unit Owners as percentages aggregating 100% so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportions to each other as before the adjustment.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Special Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking. Any such assessments shall increase the Eligible Price as set forth in Article 22.

(e) Arbitration. If the market value of a Condominium Parcel prior to the taking cannot be determined by agreement among the Unit Owner, mortgagees of the Unit and the Association within thirty days after notice by any party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium Parcel; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

13.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, except that if a Condominium Parcel is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the Owner and the Institutional Mortgagee of the Condominium Parcel.

13.7 Amendment to Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board of Administration.

13.8 Association as Agent. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof by the condemning authority. Each Unit Owner hereby designates and

appoints the Association as agent and attorney in fact for the foregoing purposes.

14. Compliance and Default. Each Condominium Unit Owner shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations adopted pursuant to those documents, as amended from time to time. Failure of a Condominium Unit Owner to comply with such documents and regulations shall entitle the Association or other Condominium Unit Owners to the following relief in addition to the remedies provided by the Condominium Act, the Bylaws and elsewhere in this Declaration:

14.1 Negligence. A Condominium Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence 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.

14.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Condominium Unit Owner or the Association to comply with the terms of the Declaration, the Articles of Incorporation or Bylaws of the Association, or the Rules and Regulations adopted pursuant to them, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be awarded by the Court.

14.3 No Waiver of Rights. The failure of the Association or any Condominium Unit Owner to enforce any covenant, restriction or other provision of the Declaration or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall not constitute a waiver of the right to do so thereafter.

15. Amendments. Subject to the other provisions of the Declaration concerning amendments, this Declaration may be amended in the following manner:

15.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association meeting at which a proposed amendment is considered. An amendment may be proposed by either the Board of Administration or by one-third (1/3) of the Condominium Unit Owners. A resolution adopting a proposed amendment must bear the approval of 75% of all of the Condominium Unit Owners. Directors and members not present at the meetings considering the amendment may express their approval in writing, given before such meetings. Notwithstanding the foregoing, the consent of Unit Owners to which at least 75% of the votes in the Association are allocated shall be required to materially amend any provisions of the Declaration, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;

(g) Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;

(h) Boundaries of any Unit;

(i) The interests in the general or limited Common Elements;

(j) Convertibility of Units into Common Elements or of Common Elements into Units;

(k) Leasing of Units;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;

(m) Establishment of self-management by the Condominium Association where professional management has been required by any of the agencies or corporations;

(n) Any provisions included in the Declaration, Bylaws or equivalent documents of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

(o) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs.

(p) Any restoration or repair of the unit of any portion of the condominium (after hazard, damage or partial condemnation) in a manner other than that specified in the documents.

None of the foregoing shall in any way amend Developer's rights and obligations hereunder without Developer's written consent. Notwithstanding the above, any amendments to provisions which establish, provide for, govern or regulate the matters referenced in subparagraphs (h) and (j) shall require the approval of the Institutional Mortgagee pursuant to Sections 718.110(4)&(8) Florida Statutes, and that the record owners of the Condominium Units affected be part of the 75% vote.

15.2 Rights Institutional Mortgagee. In order for an Institutional Mortgagee to have a right to vote pursuant to Subsection 15.1 above it must first request notice in accordance with Subsection 18 below.

15.3 By the Developer. The Developer may, during the time it owns any Units, amend the Declaration without the consent and/or joinder of the Association; (i) to correct omissions or errors and for the purposes set forth in Subsection 6.2 hereof, (ii) to comply with the requirements of the Federal National Management Association (FNMA), the Government National Management Association (GNMA), the Veterans Administration (VA), the Department of Housing and Urban Development (HUD), or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by FNMA, GNMA, VA, or HUD provided, however, that no such amendment shall adversely modify substantial rights of any Unit Owners without their written consent.

15.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the Public Records of Dade County, Florida.

15.5 Proviso. No amendment shall discriminate against any Condominium Unit Owner nor against any Condominium Unit or class or group of Condominium Units, and no amendment shall change any Condominium Unit, Limited Common Elements, or the shares in the Common Elements or Common Expenses appurtenant thereto, unless the record owner of the Condominium Unit concerned, all record owners of mortgages upon such Condominium Unit shall join in the execution of the amendment and unless a 75 percent of the total voting interest for amendments as required by Section 718.110(4) F.S., join in the amendment. Neither shall an amendment make any change in the Sections captioned "Insurance", "Reconstruction or Repair After Casualty" and "Condemnation" unless the record holders of 90% of the dollar volume of all mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall be adopted or passed which shall impair or prejudice the rights or priorities of any Institutional Mortgagee or the Developer.

16. Termination. Except as otherwise herein provided with respect to casualty loss and condemnation, this Condominium may be terminated and the Condominium Property removed from the provisions of Chapter 718, Florida Statutes, by consent of all of the Unit Owners and lienholders of record, said consent to be evidenced by a recorded instrument to that effect. Upon termination of the Condominium, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Unit owned in the Common Elements. Liens shall be transferred to the undivided share in the Condominium property attributable to the Unit originally encumbered by the lien in its same priority. This Article may not be amended without the consent of at least two-thirds of all Unit Owners and of all Institutional Mortgagees.

17. Miscellaneous Provisions.

17.1 Declarant's Right. During such time as the Developer, its successors or assigns, own any Units within the building and are carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

17.2 Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein; and the Unit Owners and claimants of the land or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

17.3 Invalidation and Operation. If any provision of this Declaration or of the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, or of the Condominium Act, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations and the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances, shall not be affected thereby.

17.4 Waiver. No requirement contained in this Declaration or the Bylaws shall be deemed to have been waived by the Association's failure to enforce it, regardless of the number of violations of the requirement that occur.

17.5 Construction. Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, and the use of the plural to include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

17.6 Captions. The captions in the Condominium Documents are inserted solely as a matter of convenience and shall not be

relied upon or used in construing the effect or meaning of any of the text that follows them.

17.7 Reasonable Attorneys Fees. All references to reasonable attorney's fees in this Declaration shall include reasonable fees for the services of an attorney-at-law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then all review of the same by appeal or otherwise.

18. Notices To Lien Holders.

18.1 The Developer and the holder, insurer or guarantor of a mortgage ("Lien Holder"), upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of the Declaration of Condominium effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Owners Association appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

(b) Any proposed termination of the Condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a mortgage held, insured or guaranteed by such Lien Holder;

(d) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such Lien Holder, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association provided for above.

(f) Any condominium association meeting, at which meeting a representative of said Lien Holder may partake in discussions.

(g) Any proposed amendment to the Declaration of Condominium which requires the approval of a majority of Lien Holders.

19. Availability of Documents, Financial Statement.

Upon the written request from any person or entity which has an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

In addition, the Association shall make available for inspection during normal business hours by Unit Owners, mortgagees and insurers of said mortgagees current copies of the Declaration, Bylaws, Rules and Regulations, financial statements and the like.

20. Right of Action.

The Association and any aggrieved Unit Owner is hereby granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration, Bylaws or Articles of the Association, or any equivalent documents or with decisions of the Association which are made pursuant to authority granted the

Association in such documents. Unit Owners shall have similar rights of action against the Association.

21. Rights of Mortgagee.

To the extent that the construction lender acquires title to more than one unit in the Condominium through foreclosure or deed in lieu of foreclosure and offers said units for sale in the ordinary course of business then in such event said mortgagee shall succeed to all of the rights of the Developer as set forth herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 27 day of June, 1996.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

EAST LITTLE HAVANA COMMUNITY
DEVELOPMENT CORPORATION, INC.,
a Florida not-for-profit
corporation

Raul E. Valdes-Fabul
Print Name: RAUL E. VALDES-FABUL

Lucia Jimenez Acosta
Print Name: LUCIA JIMENEZ ACOSTA

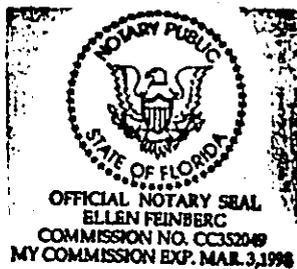
By: Maria Elena Prio
Maria Elena Prio

STATE OF FLORIDA)
 : SS.
COUNTY OF DADE)

The foregoing DECLARATION OF CONDOMINIUM OF SUNRISE GARDENS, a Condominium was acknowledged before me on this 27th day of June, 1996, by Maria Elena Prio, as President of EAST LITTLE HAVANA COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation, on behalf of the corporation. He (She) is personally known to me or has produced _____ as identification.

Ellen Feinberg
NOTARY PUBLIC, State of Florida
Print Name: Ellen Feinberg
Commission No.: _____

My Commission Expires:



CONSENT OF MORTGAGEE
TO
DECLARATION OF CONDOMINIUM

Pacific National Bank, a national banking association, herein called the "Mortgagee," the owner and holder of that certain \$200,000.00 Mortgage upon the real property in Dade County, Florida, described in said Mortgage (the "Property"), dated the 26th day of June, 1995, and recorded in Official Records Book 16832, at Page 0715, of the Public Records of Dade County, Florida, hereby consents to the foregoing Declaration of Condominium and the Mortgagee hereby further agrees as follows:

1. Mortgagee does hereby subordinate the liens and operation of the Mortgage, and its security interest to the Declaration of Condominium. Mortgagee agrees that in the event of default under the Mortgage and of foreclosure sale of the Property or any portion thereof, the purchaser at any such foreclosure sale shall purchase and receive title to the Property or any portion thereof, under and subject to all the provisions, terms and conditions of the Declaration of Condominium and the covenants therein contained; provided, however, that nothing contained herein shall impair or diminish the priority of the lien of the Mortgage and its security interest on the Property.

2. All of the terms and conditions of the Mortgage and security interest not expressly amended hereby shall remain in full force and effect.

8 IN WITNESS WHEREOF, the Mortgagee has caused this Consent this 8 day of July, 1996.

Witnesses:

Mortgagee:
PACIFIC NATIONAL BANK,
a national banking association

Alexandra Garces
Print Name: ALEXANDRA GARCES

Leonor Cabezas
Print Name: LEONOR CABEZAS

Mauricio E. Laniado
By: _____
Name: Mauricio E. Laniado
Title: President

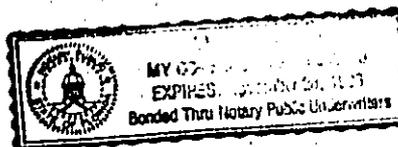
STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 8 day of July, 1996, by MAURICIO E. LANIADO as President of Pacific National Bank on behalf of the bank. This person () is personally known to me or () has produced as identification.

NOTARY PUBLIC

Lynn B. Lewis
Print Name: Lynn B. Lewis

G:\ELHAVANA\SUNRISE\CON\con. PAC



OFF. REC. 17290P13700

LEGAL DESCRIPTION OF
SUNRISE GARDENS, A CONDOMINIUM

All of Lot 17 and the South 100 feet of Lot 18
in Block 17 S of "A.L. KNOWLTON CITY OF MIAMI"
according to the Plat thereof as recorded in
Plat Book B at Page 41 of the Public Records
of Dade County, Florida.

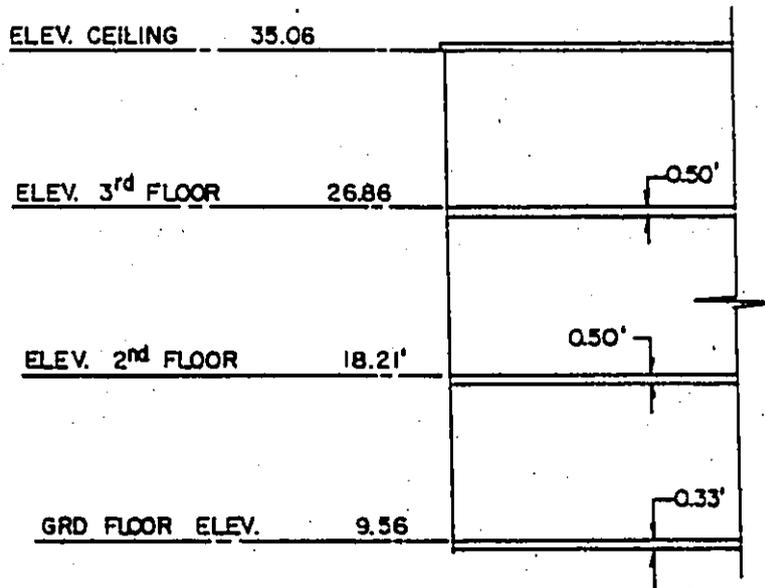
G:\ELHAVANA\SUNRISE\DECLAR.COM

EXHIBIT "A"

PREPARED BY:

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

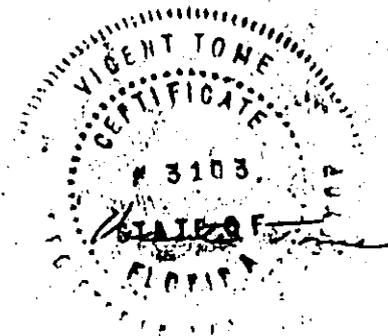
DATE: 07-16-96



FINISHED ELEVATION VIEW

SUNRISE GARDENS CONDOMINIUM

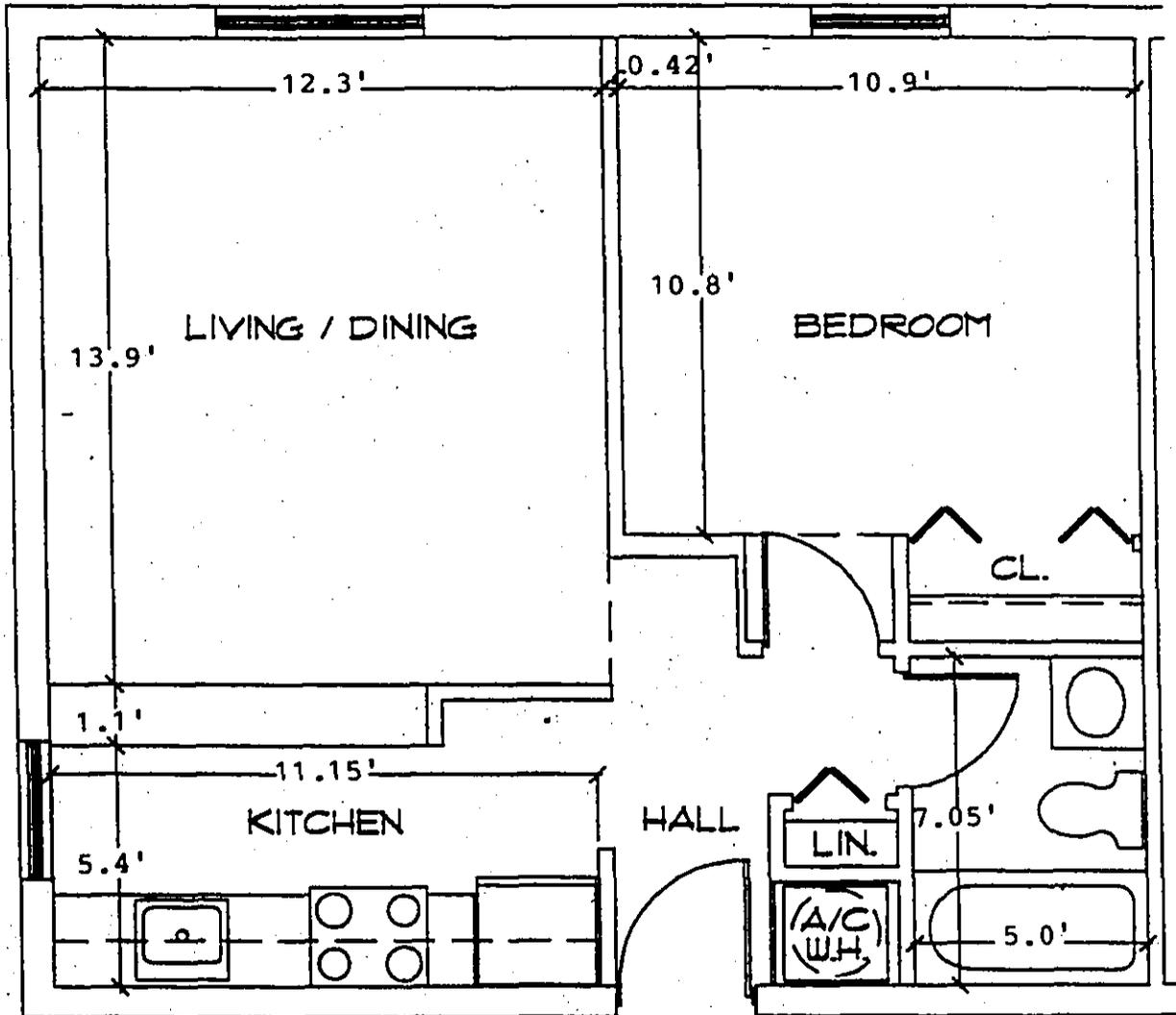
EXHIBIT "B"
Page 2 of 14



PREPARED BY:

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 101 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

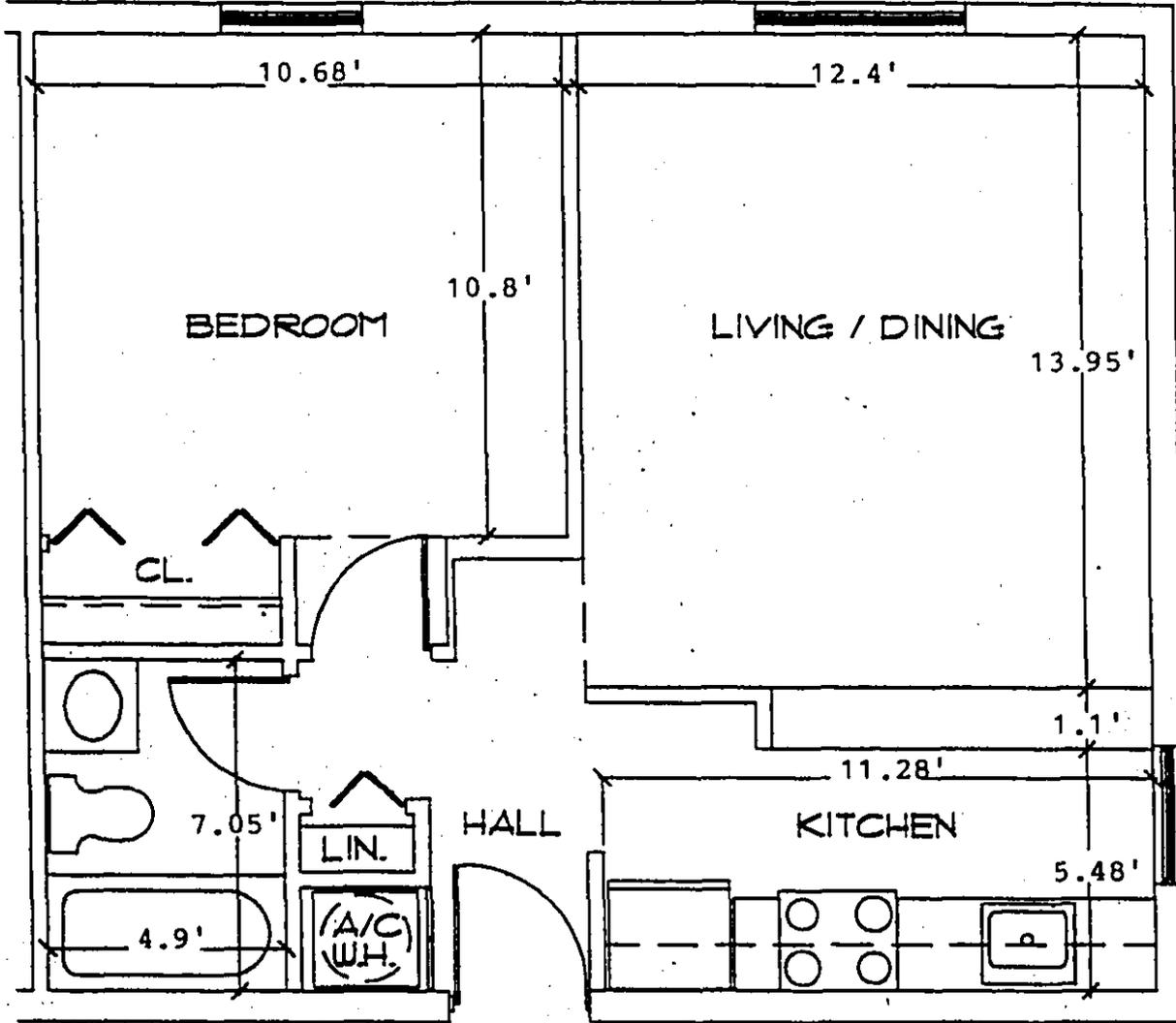
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PREPARED BY:

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 102

SCALE: 1/4" = 1'-0"

SUNRISE GARDENS

SURVEYOR'S NOTE:

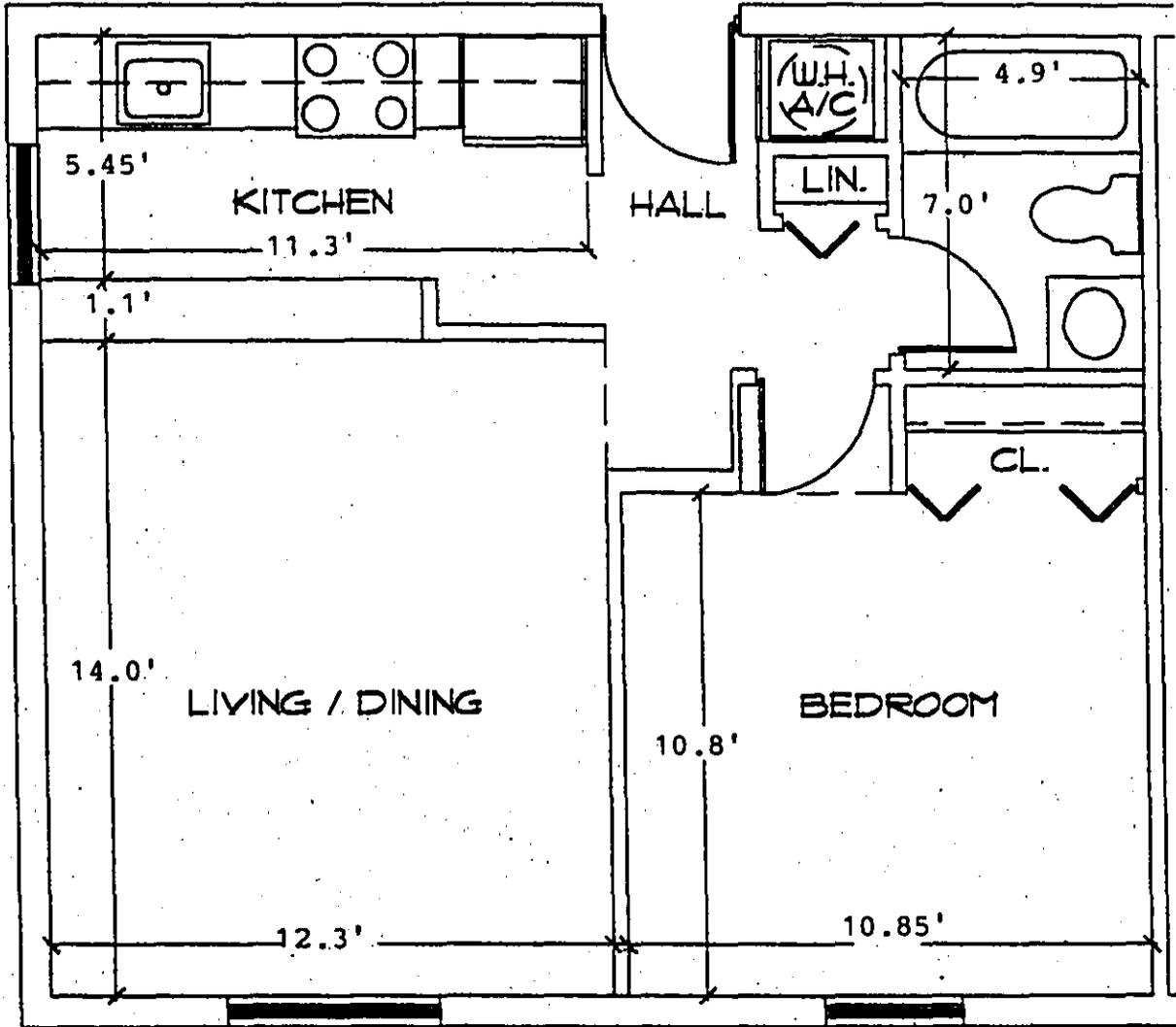
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VICENT TONE
 CERTIFICATE
 3103
 STATE OF
 FLORIDA
Vicente Tone

PREPARED BY:

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 103 SCALE: 1/4" = 1'-0"

SUNRISE GARDENS

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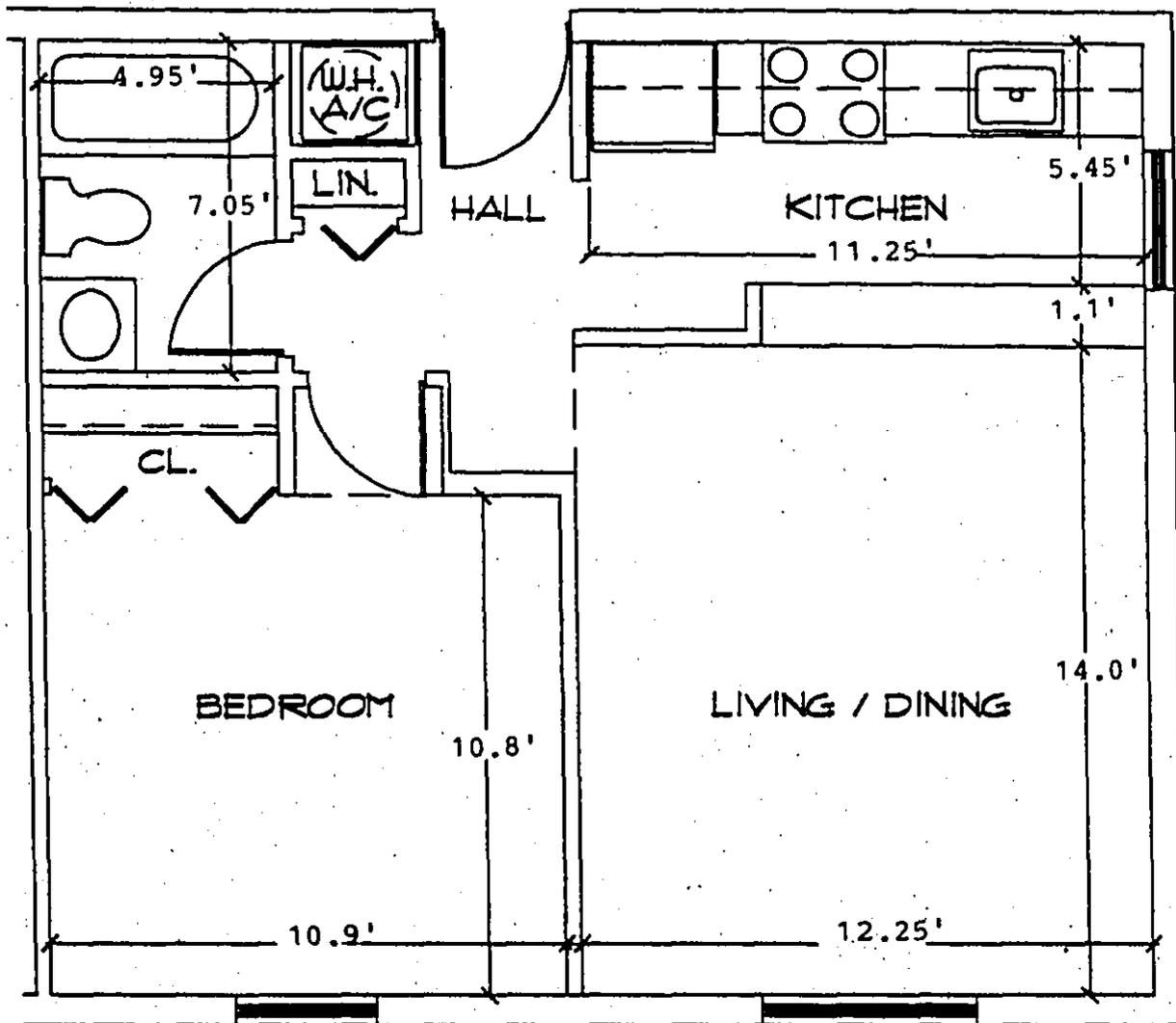
The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.



PREPARED BY:

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 104 SCALE: 1/4" = 1'-0"

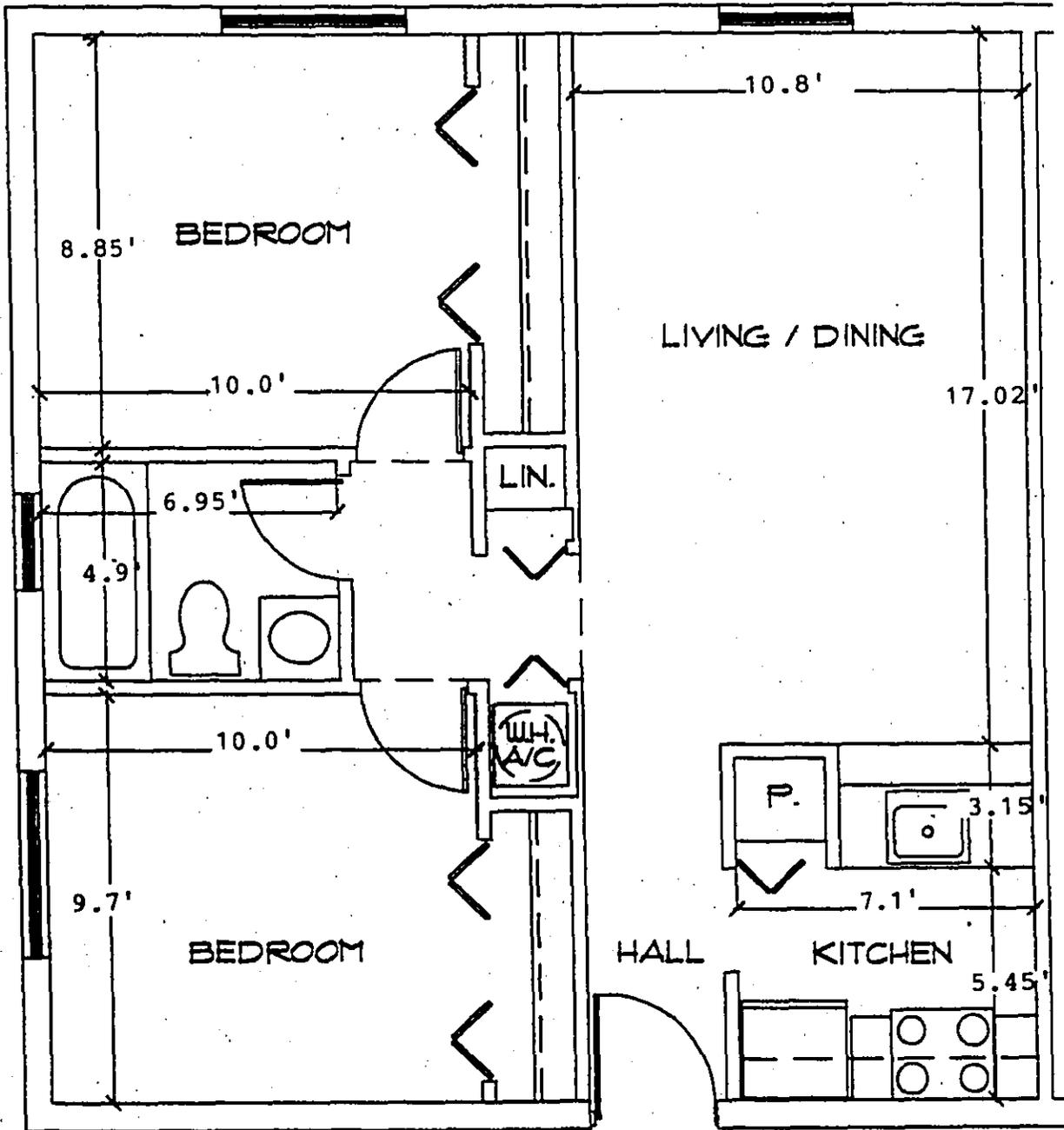
SUNRISE GARDENS

SURVEYOR'S NOTE:

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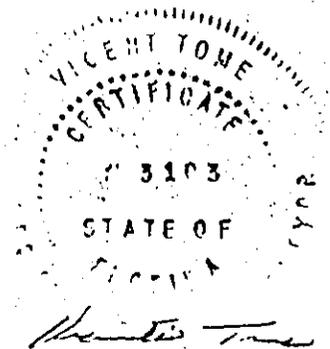
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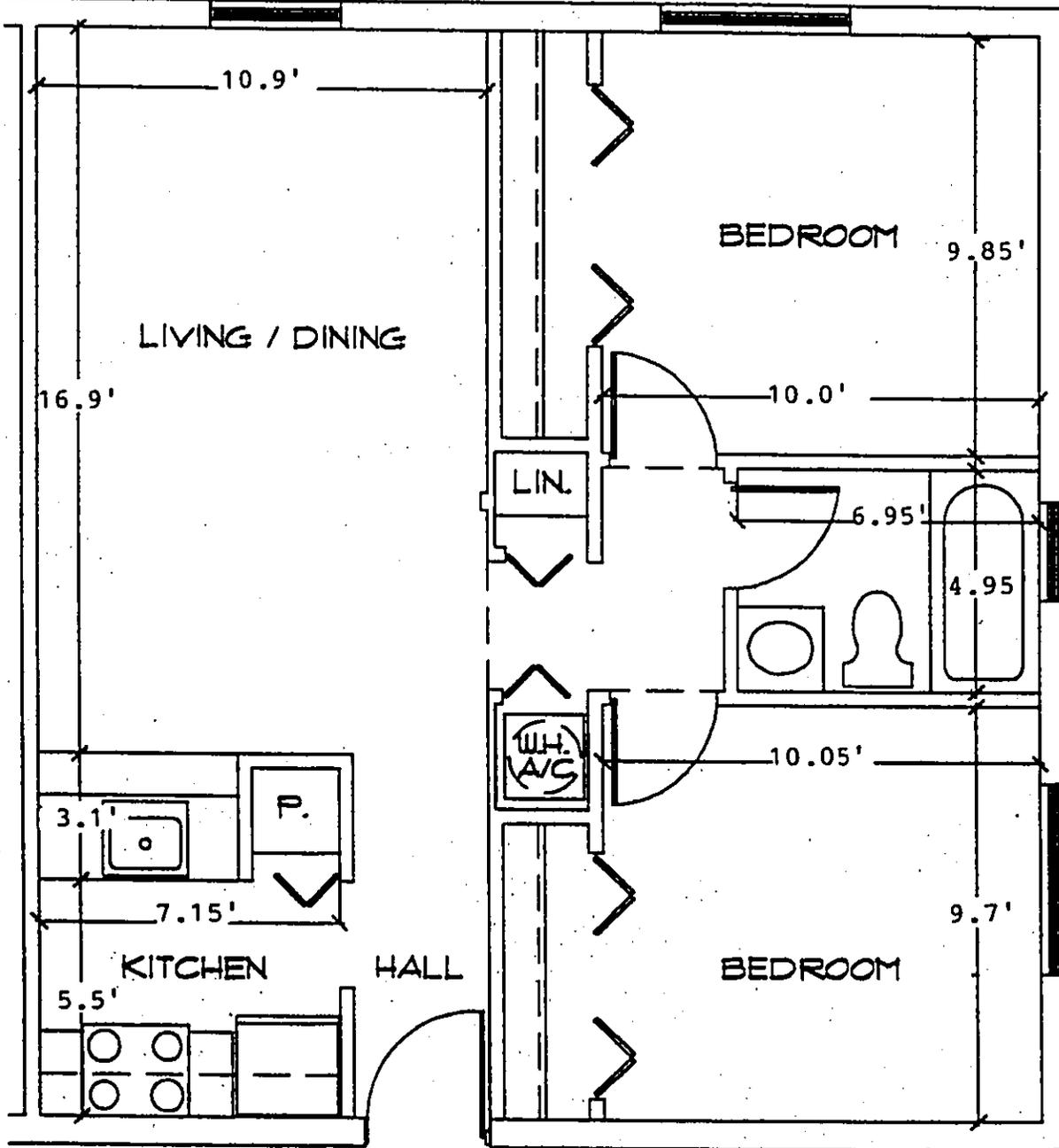
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SUNRISE GARDENS

SURVEYOR'S NOTE:

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DATE: 07-16-96



UNIT # 202 SCALE: 1/4" = 1'-0"
 SUNRISE GARDENS

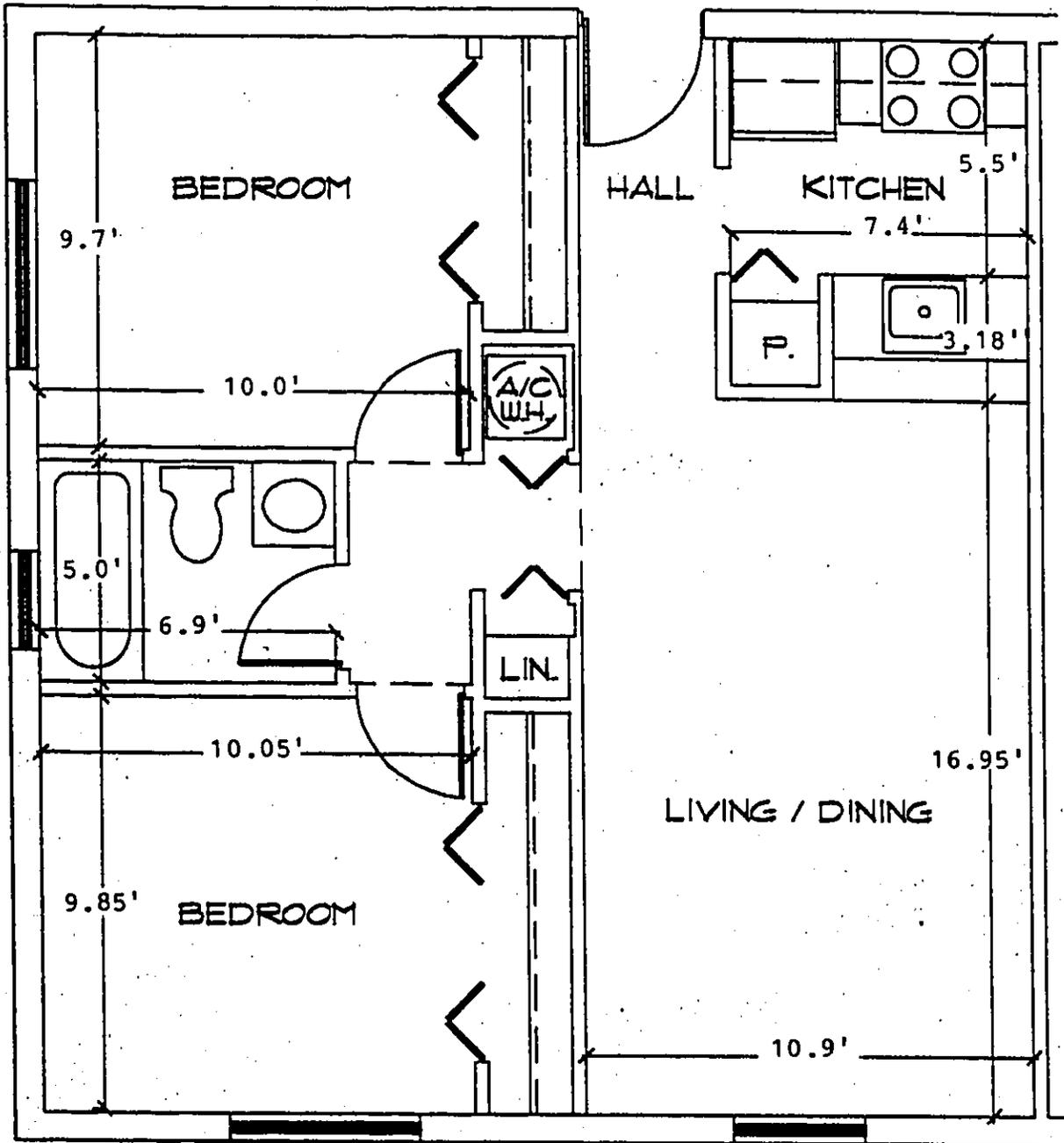
SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.



FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 203 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.



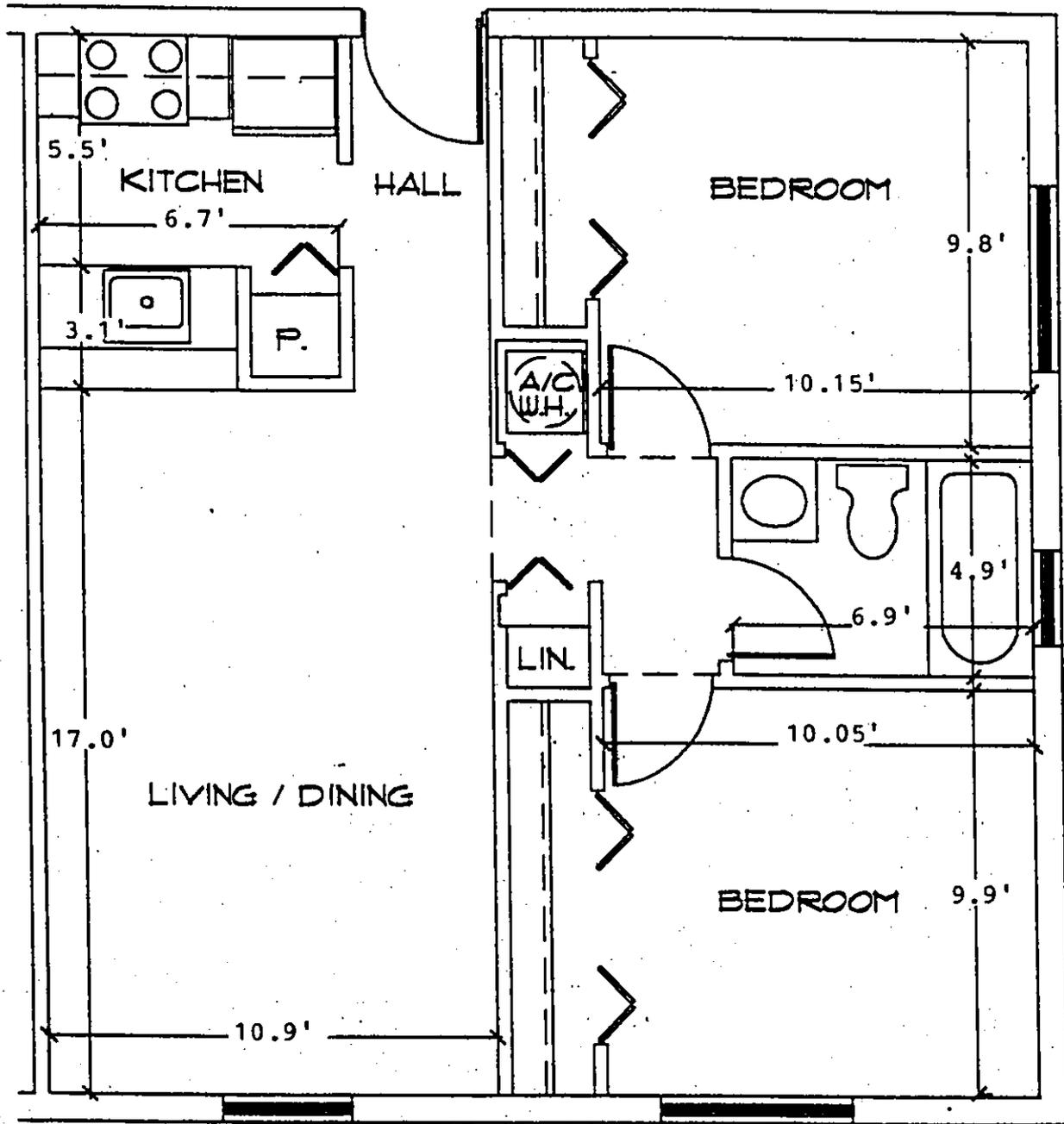
Vincent Toile

PREPARED BY:

OFF. REC. 17290PG3710

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 204 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.



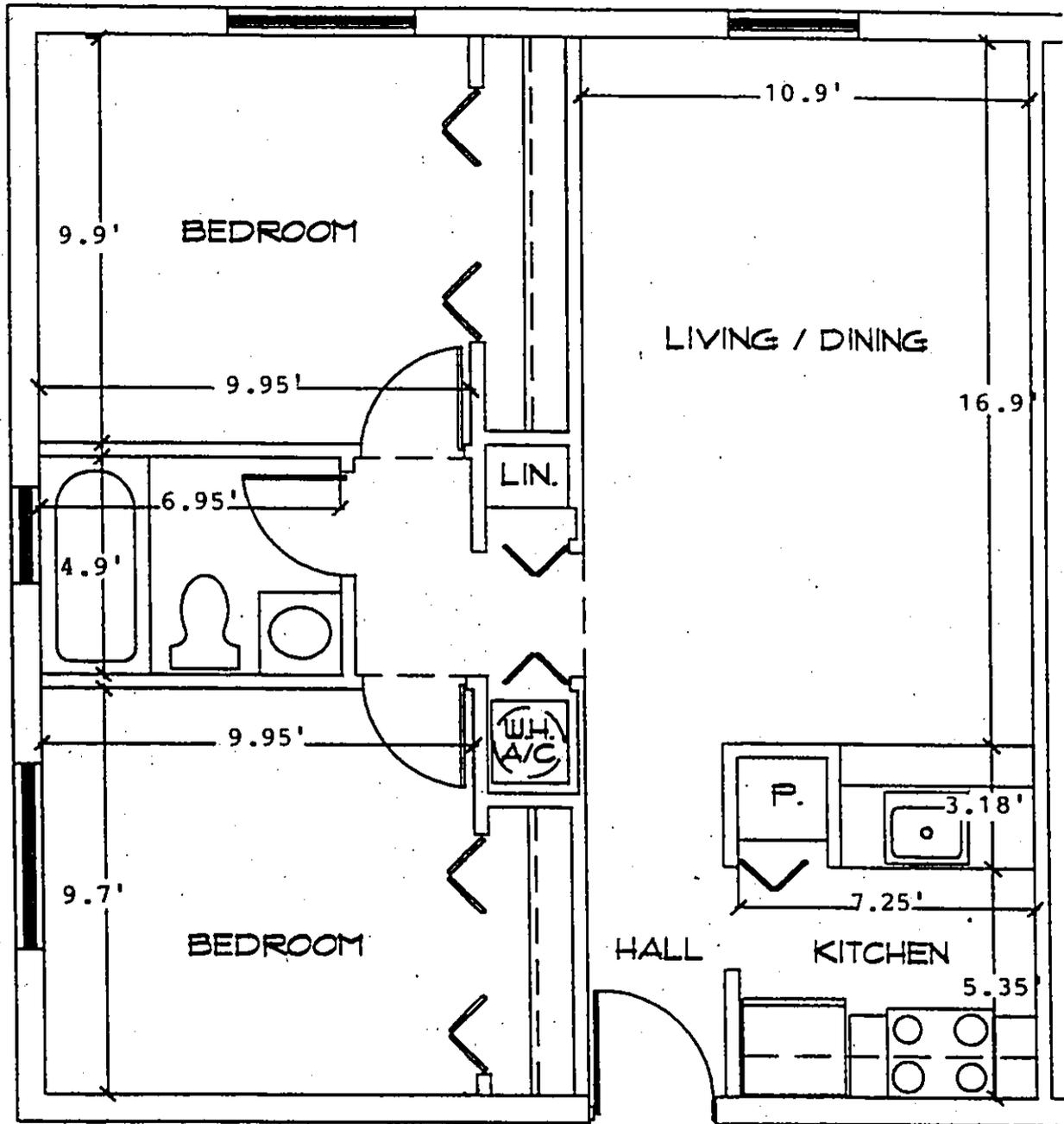
Hunter T. Hunter

PREPARED BY:

OFF. REC. 17290P:3711

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 301 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.

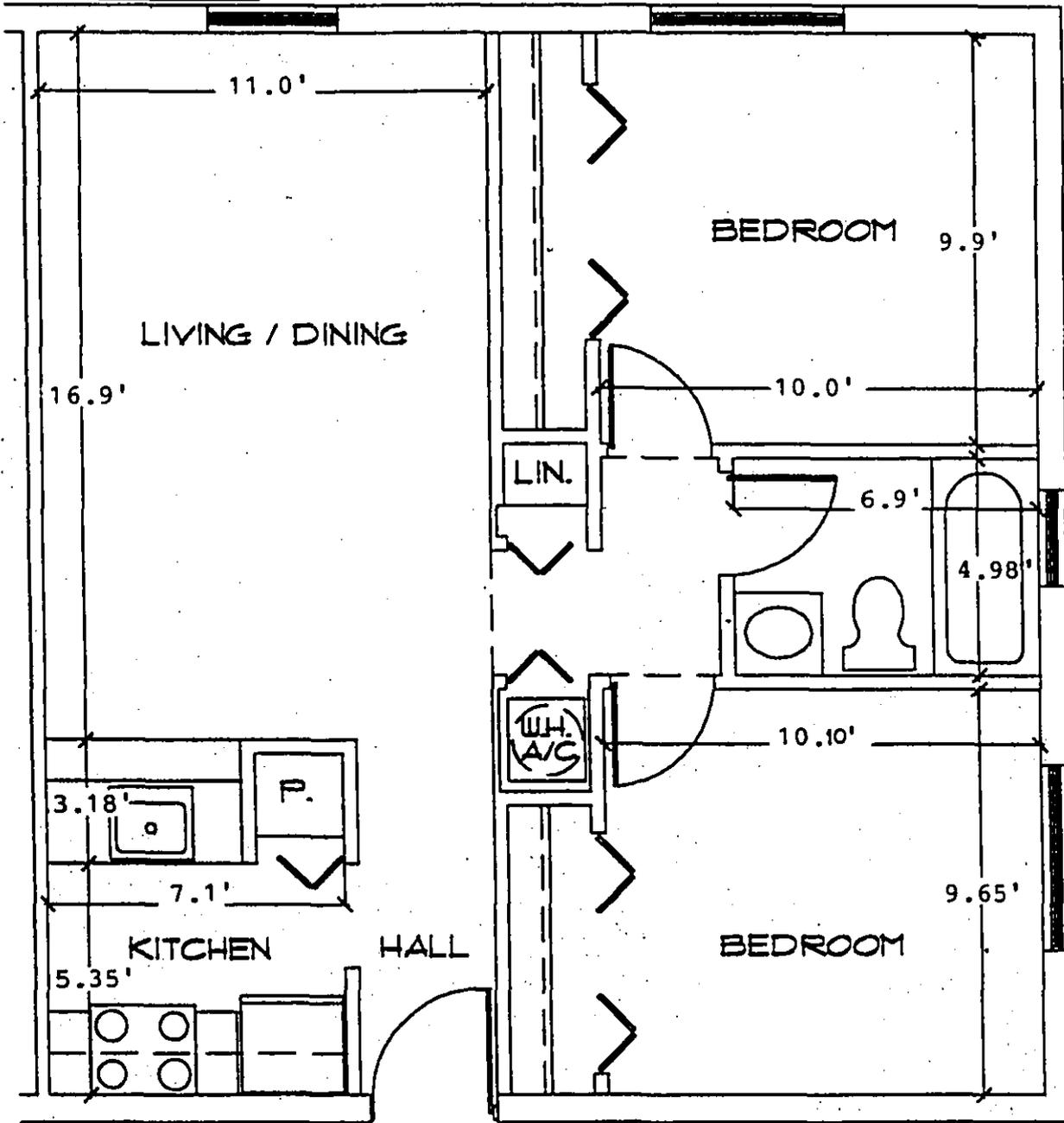
EXHIBIT "B"

Page 11 of 14



Vincent T. One

DATE: 07-16-96



UNIT # 302 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.



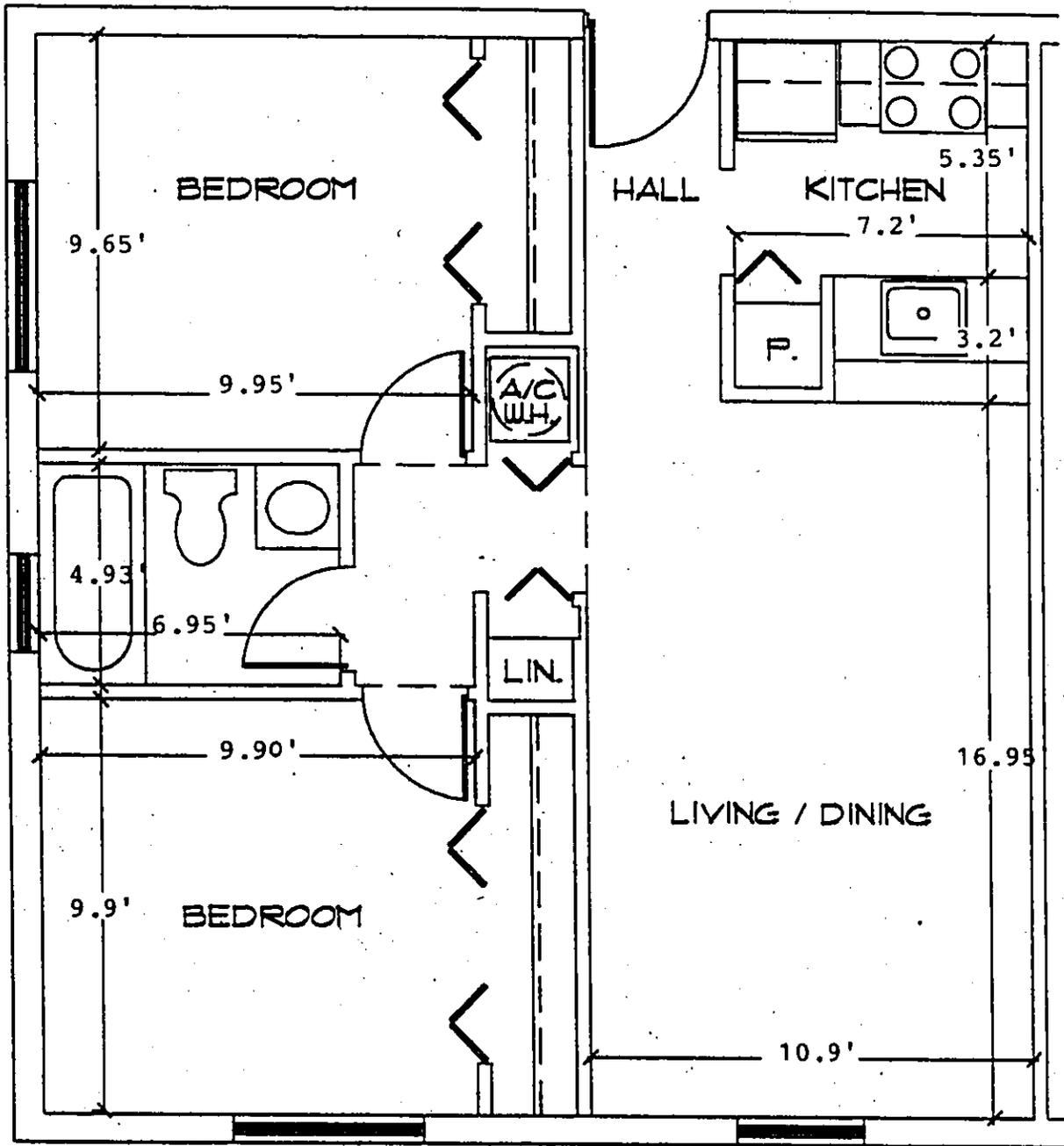
Vincent Tome

PREPARED BY:

OFF. REC. 17290P:3713

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

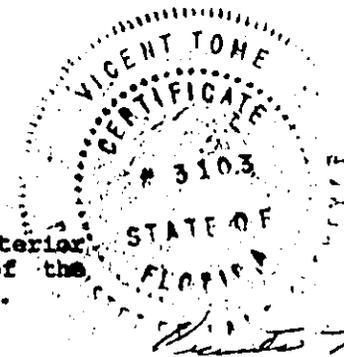
DATE: 07-16-96



UNIT # 303 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.

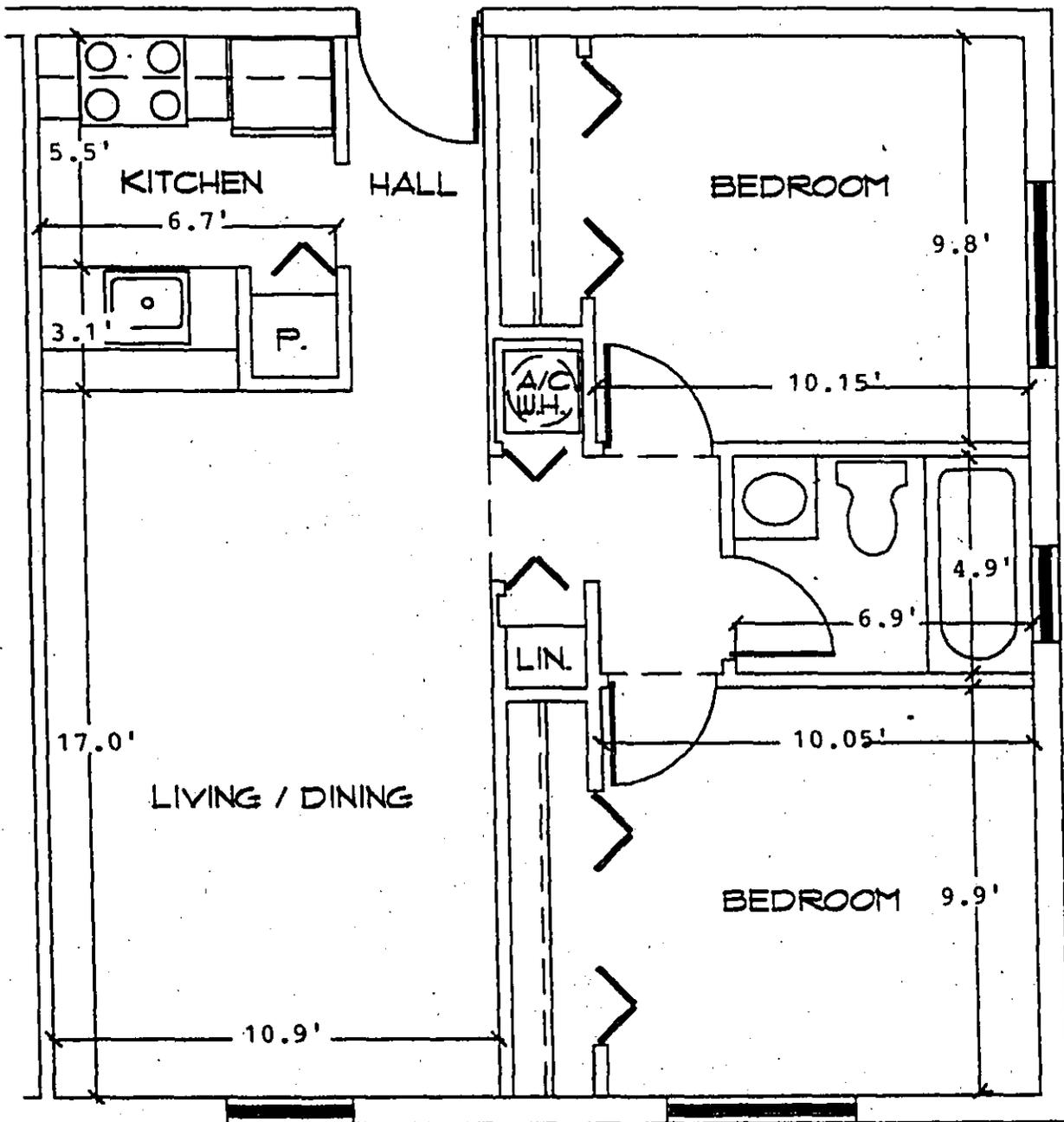


PREPARED BY:

OFF. REC. 17290P3714

FLORIDA INTERNATIONAL LAND SURVEYORS, INC.
175 Fontainebleau Blvd. suite 2L-1
Miami, Florida 33172
(305) 551-4302

DATE: 07-16-96



UNIT # 304 SCALE: 1/4" = 1'-0"
SUNRISE GARDENS

SURVEYOR'S NOTE:

The dimensions reflected hereon were taken from the interior face of the finished wall to the interior face of the finished wall or to the finished face of the partition.

EXHIBIT "B"
Page 14 of 14



PERCENTAGE SHARE OF THE COMMON ELEMENTS

The ownership share of the common elements assigned to each Condominium Unit shall be based on an equal fractional basis between all of the Condominium Units. Therefore, each Condominium Unit shall own 1/12nd of the common elements.

The following are the Condominium Unit numbers and the respective unit types:

<u>UNIT</u>	<u>TYPE</u>
1	A
2	A
3	A
4	A
5	B
6	B
7	B
8	B
9	B
10	B
11	B
12	B

EXHIBIT "C" TO
DECLARATION OF CONDOMINIUM

G:\ELHAVANA\SUNRISE\COMMONEL

ARTICLES OF INCORPORATION

OF

SUNRISE GARDENS ASSOCIATION, INC.
(A Corporation Not For Profit)

The undersigned Subscriber by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to Chapters 617 and 718 of the Florida Statutes and hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME AND PRINCIPAL OFFICE

The name of the corporation shall be SUNRISE GARDENS ASSOCIATION, INC. (the "Association"), whose mailing address and principal office is 1699 Coral Way, Suite 302, Miami, Florida 33145. The address of the Association may be changed by the Board of Directors without amendment to these Articles.

ARTICLE II
PURPOSE

The purpose and objects of the Association shall be to administer, operate and manage SUNRISE GARDENS located in Dade County, Florida (the "Condominium"), a condominium project to be established in accordance with the Condominium Act of the State of Florida (the "Condominium Act") and to undertake the performance of the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and in the Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Dade County, Florida, at the time the property referred to in the Declaration 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 the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III
POWERS

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

This Instrument Prepared By:
Cristina Echarte Brochin, Esq.
Murai, Wald, Biondo & Moreno, P.A.
25 Southeast Second Avenue, #900
Miami, Florida 33131
Phone: (305) 358-5900 Fla. Bar #518410

H9600009171

1. Except as may be limited by these Articles of Incorporation, the Declaration and the Condominium Act, the Association shall have all of the common law and statutory powers and privileges of a corporation not for profit.

2. The Association shall have all of the powers and duties set forth in the Condominium Act and all powers and duties reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations governing the use of Condominium Units, Common Elements and Limited Common Elements, if any, in the Condominium, as said terms are defined in the Declaration.

(b) To levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as may be provided in the Declaration and in the Bylaws of the Association 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 Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising the same, including the right to (i) enter the Units during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the Common Elements or another Unit or Units and (ii) reconstruct improvements after casualty and (iii) make further improvement of the Condominium property.

(d) To contract for the management of the Condominium and of any facilities used by the Unit Owners and to delegate to such contractor all duties of the Association, except those which the Condominium Act prohibits being delegated and those which may be required by the Declaration to have approval of the Board of Administration or of the members of the Association.

(e) To enforce the Condominium Act, the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association which may hereafter be adopted, and the rules and regulations governing the use of the Condominium as the same may hereafter be established.

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

(g) To execute contracts, deeds, mortgages, leases and other instruments by its officers, and to acquire, own, convey,

lease and encumber real and personal property including without limitation Units in the condominium.

(h) To institute legal proceedings to protect any rights of the Association or the Condominium Unit Owners as a group and to settle such suit as it deems in the best interests of the Association or Condominium Unit Owners without obtaining the approval of the Condominium Unit Owners to such settlement unless such approval is specifically required by the Bylaws.

(i) To obtain and maintain adequate hazard and liability insurance to protect the Association and the Common Elements.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To borrow money on behalf of the Association when required; provided, however, that (i) for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00) it shall be required that the consent of at least two-thirds (2/3rds) of the voting members is obtained at a meeting duly called and held for such purpose in accordance with the provisions of the Bylaws, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Owner of such Unit.

(l) To grant, modify or move any easement which constitutes part of or crosses the Common Elements, without the joinder of any Unit Owner being required for such purpose.

(m) To pay all local taxes that may be assessed by the City of Miami against the common elements of the condominium.

ARTICLE IV MEMBERS AND QUORUM

The qualification of the members of the Association, 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 Condominium Units in the Condominium shall automatically and mandatorily become members of the Association, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article IV.

2. Membership in the Association shall be established by the acquisition of a fee title or fee ownership interest in a Condominium Unit in the Condominium, 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 in, any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain fee title to, or fee ownership interest in, any Condominium Unit.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Association 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.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Condominium Unit in the Condominium. The votes may be exercised or cast by the owner or owners of each Condominium Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast one vote for each Condominium Unit he owns in the manner provided by the Bylaws.

5. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised of the Subscriber to these Articles of Incorporation, and in the event of the resignation or termination of any Subscriber as a member of the Association, the remaining Subscriber may nominate and designate a successor member. Each of the Subscriber shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote. Upon submission of the Condominium to condominium ownership by recordation of the Declaration, the Subscriber's rights and interests as members of the Association shall automatically terminate; and the Condominium Unit owners within the Condominium, which shall mean in the first instance the Developer as the owner of all Condominium Units, shall be entitled to exercise all of the rights and privileges of membership in the Association.

6. The presence at a meeting of persons entitled to cast 33 1/3% of the votes of the members shall constitute a quorum at a meeting of the members. If a quorum is present, the acts approved by a majority of those present at the meeting and entitled to vote on the subject matter shall constitute the acts of the member.

ARTICLE V
TERM

The Association shall have perpetual existence.

ARTICLE VI
MANAGEMENT OF ASSOCIATION AND OFFICERS

The affairs of the Association shall be managed by its Board of Administration, who may delegate certain or all such duties to the officers of the Association which officers shall include a President, a Vice President, a Secretary and a Treasurer, and such additional Vice Presidents, Assistant Secretaries and Assistant

Treasurers as the Board of Administration may designate from time to time. The President shall be elected from the membership of the Board of Administration, but no other officer need be a member of the Board of Administration. Any person may hold two offices, the duties of which are not incompatible. The Board of Administration or the President, with the approval of the Board of Administration, 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 Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or the Board of Administration or an officer of the Association, as the case may be.

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

<u>NAME</u>	<u>OFFICE</u>
Sandra Rothman	President
Florentino Almeida	Vice President and Treasurer
Anita Tejon Rodriguez-Tejera	Secretary

ARTICLE VII
ASSOCIATION CONTROL

The number of members of the first Board of Administration ("Directors") of the Association shall be three. The number of Directors on succeeding Boards of Administration shall not be less than three (3) and may be increased from time to time as determined by the Bylaws. The Directors shall be elected by the members of the Association at the Annual Meeting of the membership as provided by the Bylaws of the Association, subject to the following rights of the Developer:

1. So long as the East Little Havana Community Development Corporation, Inc., a Florida not-for-profit corporation (hereinafter the "Developer") owns any Condominium Unit in the Condominium, the Developer shall have the right to elect the entire Board of Administration except as hereafter limited:

a. When Unit owners other than the Developer own fifteen percent (15%) of the Units contemplated in the Condominium, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Administration of the Association.

b. Unit Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Administration on the earliest of the following: (i) three (3) years after fifty percent (50%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers or (ii) three (3) months after ninety percent (90%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers, or (iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or (iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur, or (v) seven years after the recordation of the Declaration of Condominium.

c. The Developer shall be entitled to elect not less than one (1) member of the Board of Administration so long as the Developer holds for sale in the ordinary course of business at least 5 percent of the total Units to be operated by the Association.

Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association the Association shall call and give not less than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

2. While the Developer owns any Units in the Condominium, none of the following actions may be taken without approval in writing by the Developer:

a. Assessment of the Developer as a Unit Owner for capital improvements.

b. Any action by the Association that would be detrimental to the sales of Units by the Developer.

Without limiting the generality of the foregoing, no amendment to these Articles, the Declaration of Condominium, the Bylaws or any other condominium document shall be adopted which in any way shall limit the complete and absolute right of the Developer to determine, at its sole discretion, to whom and on what terms and conditions a Unit is to be sold and to make such sale and thereafter convey the Unit without procuring the approval of (a) this Association or its Officers or Board of Administration, or (b) the members of this Association or the owners of the Condominium Units, or (c) any parties whomsoever. The rights reserved to the Developer under this Article VII(2) shall only apply to units owned by the Developer.

3. The qualifications for membership in the Board of Directors and the manner in which vacancies in the Board shall be filled shall be as set forth in the Bylaws of the Association, subject however to (i) the right of the Developer to elect such persons as it may deem appropriate to the Board of Administration, which persons need not be Unit Owners or meet any other qualification for membership on the Board of Directors which may otherwise be established in the Bylaws and (ii) the right of the Developer to fill any vacancy created in the Board of Administration by the death, resignation or removal of a Director elected by the Developer with another Director elected by the Developer, unless such resignation is for purposes of turning over control of the Association to the Unit Owners pursuant to the provisions of Section 1 of this Article VII.

4. At the time the unit owners, other than the Developer, elect a majority of the member of the Board of Administration, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. At such time, the Developer shall deliver to the Association those items specifically enumerated in Section 718.301(4) of the Florida Statutes, excluding item (c) which the Developer shall deliver not more than ninety (90) days thereafter.

ARTICLE VIII
INITIAL BOARD OF ADMINISTRATION

The names and post office addresses of the first Board of Administration who, subject to the provisions of these Articles of Incorporation, the Bylaws and the laws of the State of Florida, shall hold office for the first year of the Association's existence or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Sandra Rothman	1699 Coral Way, Suite 302 Miami, Florida 33145
Florentino Almeida	1699 Coral Way, Suite 302 Miami, Florida 33145
Anita Tejon Rodriguez-Tejera	1699 Coral Way, Suite 302 Miami, Florida 33145

The Board of Administration shall manage the affairs of the Association in a manner consistent with the provisions of the Declaration of Condominium, the Bylaws and these Articles of Incorporation.

ARTICLE IX
SUBSCRIBER

The name and post office address of the Subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Anita Tejon Rodriguez-Tejera	1699 Coral Way, Suite 302 Miami, Florida 33145

ARTICLE X
BYLAWS

The initial Bylaws of the Association are those annexed to the Declaration of Condominium to be made by East Little Havana Community Development Corporation, Inc., the Developer of the Condominium, and to be recorded among the Public Records of Dade County, Florida. Such Bylaws, subject to the provisions herein and therein contained, may be altered, amended or added to in the manner provided by such Bylaws and in accordance with the requirements of Chapters 617 and 718, Florida Statutes.

ARTICLE XI
INDEMNIFICATION

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

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association on behalf of the director, officer, employee or agent in advance of the final

disposition of such action, suit or proceeding as authorized by the Board of Administration in the specific case, upon receipt of an undertaking by or on behalf of said director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

ARTICLE XII
AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Condominium Units 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 Administration or Association members, such proposed amendment or amendments shall be transmitted to the President of the Association or in the absence of the President, to any other officer of the Association, who shall call a Special Meeting of the members of the Association for a date no sooner than fourteen (14) days, nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments.

It shall be the duty of the Secretary to give 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. The notice shall be posted in a conspicuous place on the Condominium property and be mailed or presented personally to each member not less than fourteen (14) days, nor more than forty-five (45) 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 post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member.

At such meeting, the amendments proposed must be approved by an affirmative vote of the members representing not less than seventy-five percent (75%) of the Association membership in order for such amendment or amendments to become effective. At any meeting held to consider such amendments of these Articles of Incorporation, 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. If an amendment is approved, 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, 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 thirty (30) days from the date on which the same are so registered.

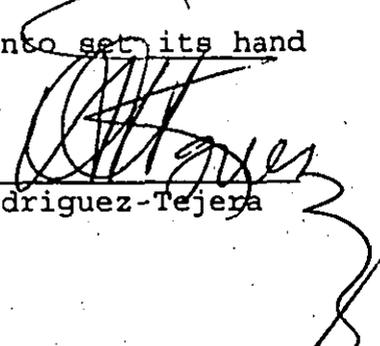
Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer (including the right to designate and select Directors as provided in Article VII hereof) may be adopted or become effective without the prior written consent of the 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.

ARTICLE XIII
REGISTERED OFFICE AND AGENT

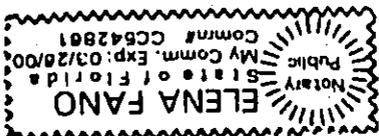
The initial registered office of this Corporation shall be at 25 S.E. 2nd Avenue, Suite 900, Miami, Florida 33131 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Murai, Wald, Biondo & Moreno, P.A.

IN WITNESS WHEREOF, the Subscriber has hereunto set its hand and seal this 28 day of June 1996.


Anita Tejon Rodriguez-Tejera

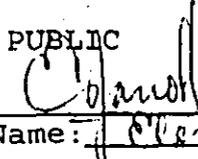
STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 28th day of June, 1996, by Anita Tejon Rodriguez-Tejera who (X) is personally known to me or () has produced _____ as identification.



My Commission Expires: 3/26/00

NOTARY PUBLIC


Print Name: Elena Fano

G:\ELHAVANA\SUNRISE\ARTICLES



CERTIFICATE OF REGISTERED AGENT
OF
SUNRISE GARDENS ASSOCIATION, INC.

Pursuant to Chapters 48.091 and 617.023 of the Florida Statutes, the following is submitted in compliance therewith:

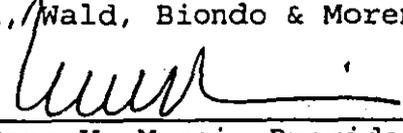
That SUNRISE GARDENS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, in the County of Dade, State of Florida, has named Murai, Wald, Biondo & Moreno, P.A., located at 25 S.E. 2nd Avenue, Suite 900, Miami, Florida 33131 as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation.

DATED this 2nd day of July, 1996.

Murai, Wald, Biondo & Moreno, P.A.

BY: 
Rene V. Murai, President

G:\ELHAVANA\SUNRISE\ARTICLES

BYLAWS
OF
SUNRISE GARDENS ASSOCIATION, INC.
(A Corporation Not For Profit)

I. Identity. These are the Bylaws of SUNRISE GARDENS ASSOCIATION, INC. (the "Association"), a nonprofit Florida corporation, organized pursuant to Chapters 617 and 718, Florida Statutes, for the purpose of administering SUNRISE GARDENS, a condominium of lands lying and being situate in Dade County, Florida.

1. Office. The office of the Association shall be at the premises of the condominium or at such other place in Dade County, Florida as may be designated by the Board of Administration.

2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

3. Definitions. The terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration of Condominium, unless otherwise indicated herein.

II. Members.

1. Qualification. The members of the Association shall consist of all of the record owners of Condominium Units, including the Developer so long as it owns a Unit or Units. Each Condominium Unit shall be entitled to one vote.

2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Dade County, Florida, a deed or other instrument establishing record title to a Condominium Unit in the Condominium and delivering to the Association a true copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association may issue certificates of membership.

3. Voting Rights. The members of the Association shall be entitled to cast one vote for each Condominium Unit owned by them. The vote of a Unit shall not be divisible.

The right to vote shall not be suspended, denied or otherwise impaired for nonpayment of common expenses or other fees owed to the Association.

4. Exercise of Voting Rights.

(a) Designation of Voting Representative. If a Condominium Unit is owned by one person, his right to vote shall be established by the record title to his Condominium Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by all of the record owners of the Condominium Unit and filed with the Secretary of the Association provided, however, that where a Unit is owned by husband and wife they may elect to be governed by Section 4 (b) (ii) hereof. If a Condominium Unit is owned by a corporation, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate of appointment signed by an officer of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Unit concerned occurs. A certificate designating the person entitled to cast the vote of a Condominium Unit may be revoked by any owner thereof upon written notice to the Association. The person entitled to cast a vote for each Unit in the Condominium as herein provided is hereafter referred to as the "Voting Member".

(b) Effect of Failure to File a Certificate.

(i) Generally. Unit Owners who were required but failed to file a certificate as provided above shall not be considered Voting Members for purposes of determining whether quorums exist at membership meetings and shall not be permitted to vote at meetings on any issue.

(ii) Ownership by Spouses. If a husband and his wife who own a Unit have not filed a certificate designating one of them as a voting member, the presence (in person or by proxy) of either or both of them at a membership meeting shall be considered the presence of a Voting Member for purposes of determining whether a quorum exists at the meeting. If a husband and his wife have failed to file a certificate designating one of them as a Voting Member and only one of them is present at a membership meeting (in person or through representation by proxy), the vote of the present spouse shall be considered the vote of a Voting Member. If both of them are present (in person or through representation by proxy), the vote of either or both of them on any given issue voted upon at that meeting shall be considered the vote of a single Voting Member unless they are unable to concur in how to vote on the issue, in which latter case they shall lose their right to vote on such issue at that meeting.

5. Approval or Disapproval of Matters. Whenever the decision of a Condominium Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision

shall be expressed by the Voting Member for such Unit if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

6. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

III. Members' Meetings.

1. Annual Members' Meeting. The annual members meeting shall be held December of each and every year on the day, at the place in Dade County, and at the time, determined by the Board of Administration from time to time. The purpose of the meeting shall be to elect the Board of Administration and to transact any other business authorized to be transacted by the members. The first annual meeting must be within twelve (12) months from the date that the Declaration of Condominium is recorded in the Public Records of Dade County, Florida.

2. Notice of all Members Meetings. Notice of all members meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing, shall be posted at a conspicuous place on the Condominium Property at least fourteen continuous (14) days preceding the meeting and shall be furnished to each Voting Member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting. If at the meeting there is to be an election for a member of the Board of Administration, then notice of such meeting must be mailed or delivered to each Unit Owner not less than 60 days before a scheduled election. Proof of mailing shall be given by affidavit of the person giving the notice. The Post Office certificate of mailing shall be retained as proof of such mailing. Notice of meeting may be waived before or after meetings. In each instance written notice will be made to East Little Havana Community Development Corporation located at 1699 Coral Way, Suite 302, Miami, Florida, 33145.

3. Special Members Meetings. Special members meeting shall be held whenever called by a majority of the Board of Administration and must be called by the Board of Administration upon receipt of a written request from Voting Members entitled to cast 10 percent of the votes of all votes of the membership.

4. Notice of Special Meetings. Unless the Member gives the Association a written waiver of his right to be notified of a particular special meeting or meetings, a written notice of each special meeting that states the date, hour, place and objects of

the meeting shall be hand delivered or mailed by regular mail to each Member at least fourteen (14) days before the date scheduled for the meeting. A like notice of each special meeting shall be posted conspicuously on the Property at least fourteen (14) continuous days before the date scheduled for the meeting. The notice requirements set forth in this paragraph shall not apply to any special meeting that is called in response to a situation which the President or a majority of the Board of Directors reasonably believes to be an emergency requiring immediate action. In any such situation, the Association shall conspicuously post notices in at least three (3) places on the Property as much in advance of the meeting as is reasonably practicable under the circumstances.

5. Quorum. The presence at a meeting of persons entitled to cast 33-1/3% of the votes of the Members shall constitute a quorum at a meeting of the Members. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such member for the purpose of determining a quorum if such joinder occurs subsequent to the meeting.

6. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any Voting Member and shall be valid only for the particular meeting designated therein and any lawful adjournments thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Every proxy shall be revocable at any time at the pleasure of the Voting Member executing it, and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, the date, time and place of the meeting for which the proxy is given and, if a limited proxy, the items which the holder of the proxy may vote on and the manner in which the vote is to be cast. Proxy holders need not be members of the Association.

7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

- (a) Calling of the roll and certifying of proxies.

- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Board of Administration.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

9. Minutes of Meeting. The minutes of all members meetings shall be reduced to writing within 30 days after the date the meeting is held and shall be kept in a book available for inspection by members or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

IV. Board of Administration.

1. Membership. The affairs of the Association shall be managed by a Board of Administration consisting of not less than 3 Directors. As provided for in subparagraph 2 hereinbelow, whenever possible, the Board of Administration will be comprised of a Unit Owner from each one of the three parcels where the Condominium buildings are located. The number of the Directors may be determined from time to time by the members of the Association. Except for Directors elected by the Developer and except for Directors who are employees of the management company providing management services for the Condominium and who serve as Directors in the course of such employment, each Director shall be a Voting Member.

2. Election of Directors. The Board of Administration named in the Articles of Incorporation of the Association shall serve until their successors are duly elected and qualified. Subject to the rights of the Developer set forth in Article VII of the Articles of Incorporation, the Board of Administration shall be elected at the annual meeting of Association members. There shall be no cumulative voting for Directors. As provided in Article VII of the Articles of Incorporation of the Association, the Developer has the right, for the period specified in said Article VII, to elect certain of the members of the Board of Administration. The person receiving the most votes from the Voting Members at the Annual Meeting of the Members held for the purpose of electing members to the Board of Administration shall fill the remaining positions on the Board of Administration.

3. Removal of Directors. Directors elected or named by the Developer may only be removed by the Developer, who may exercise such right with or without cause and who shall have the absolute right to elect the Director to replace such removed Director.

A Director elected by the Voting Members may be removed at any time with or without cause, upon the affirmative vote of a majority of all Voting Members of the Association at a meeting called for such purpose or by the vote or agreement in writing of a majority of all Voting Members.

A special meeting of the Members to recall a member or members of the Board of Administration may be called by Voting Members holding ten percent (10%) of all votes in the Association. Notice of the meeting must be provided to all Voting Members as required under Section III of Article 4 of these Bylaws. The notice of the meeting shall state its purpose and must be accompanied by a dated copy of a petition or other written request for such meeting, which petition must (i) state the purpose of the meeting to be removal of a director and (ii) must be signed by at least ten percent (10%) of the Voting Members. If a director is removed (that is, a recall is approved) by a majority of all Voting Members at a meeting called for such purpose, the removal will be effective immediately and the removed director or directors shall, within five (5) business days after the meeting, turn over to the Board any and all records or other property of the Association in their possession. If the removal is effected at a special meeting of the members as herein provided, the members shall select and announce the name and address of a representative to receive pleadings, notices or other papers on behalf of the Voting Members approving such removal in the event that the vote at the meeting is disputed and a petition for arbitration is filed pursuant to Section 718.112(k) of the Florida Statutes.

If the removal is by an agreement in writing executed by a majority of all Voting Members (the "Agreement"), the originally executed Agreement shall be served on the Association by certified mail. Upon receipt of the Agreement, the President or any other member of the Board of Administration shall call a meeting of the Board to be held within seventy-two (72) hours after receipt of the Agreement, and at such meeting the Board shall either certify the Agreement, in which event the removal of such director shall be effective immediately. The removed director shall, within five (5) business days thereafter, turn over any and all records or other property of the Association in his possession to the Board of Directors. Alternatively, the Board may refuse to certify the Agreement in which event it shall, within seventy-two (72) hours of their decision not to certify the Agreement, file with the Division of Florida Land Sales and Condominiums ("the Division") a petition for nonbinding binding arbitration pursuant to the procedures set forth in Section 718.1255 of the Florida

Statutes and the regulations thereunder. If the removal is sought by written agreement, the agreement shall designate the representative to receive pleadings, notices or other papers on behalf of the Voting Members executing the Agreement in the event the Board of Administration determines not to certify the Agreement and files a petition for binding arbitration.

The removal or recall of more than one (1) member of the Board of Administration shall require a separate vote for each member sought to be removed or where removal is attempted by written agreement, a separate agreement is required for each member of the Board being removed.

A member of the Board of Administration who is elected or appointed by the Developer may be removed only by the Developer.

4. Vacancies. If a vacancy in the position of Director shall come about as a result of the death, incapacity, resignation or removal of a director named by the Developer then such vacancy shall be filled by the Developer. Voting interests owned or controlled by Unit Owners other than the Developer shall not vote in the recall of a Director named by the Developer or in the election of a Director to fill a vacancy, whether in person or by proxy. For purposes of establishing voting interests and a quorum under the provisions of Article VII of the Articles of Incorporation, only units owned by the Developer shall be counted.

If a vacancy in the position of Director shall come about as a result of the removal of a Director by the members at a meeting of the members, such vacancy shall be filled by the Voting Members at the same meeting wherein such vacancy is created. If a vacancy is created by reason of the removal of a director by agreement of the Voting Members, then the vacancy shall be filled by the majority vote of the remaining directors provided that the removed director may not be named to fill such vacancy. If a vacancy in the position of Director shall occur for any other reason, such vacancy shall be filled by the majority vote of the remaining Directors.

5. Term. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

6. Organization Meeting. The organization meeting of a newly elected Board of Administration shall be held within 10 days of their election at such place and time as shall be fixed by the Director at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

7. Regular Meetings. Regular meetings of the Board of Administration 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 telegraph at least 3 days prior to the day named for such meeting.

8. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than 3 days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

9. Waiver of Notice. 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.

10. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

11. Adjourned Meetings. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.

12. Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

13. Directors' Fees. Directors may be compensated for their services. Directors' fees, if any, shall be determined by the members of the Association.

14. Meetings Open to Members. Meetings of the Board of Administration shall be open to all members of the Association, and, except in an emergency, notices of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance; provided, however, no members of the Association other than Directors may participate in the meetings. A notice of any meetings where assessments against Association members are to be considered for any reason shall contain a specific statement that assessments will be considered and shall indicate the nature of any such assessments.

15. Minutes of Meetings. The minutes of all meetings of the Board of Administration shall be kept in a book available for inspection by the members, or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

V. Powers and Duties of the Board of Administration. All of the powers and duties of the Association as a corporation not for profit under Chapter 617, Florida Statutes and as a Condominium Association under the Condominium Act, Declaration of Condominium, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Administration, its agents or contractors, subject only to approval by Association members only when such approval is specifically required. Such powers and duties of the Association shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium, the Articles of Incorporation, and these Bylaws:

1. To make and collect assessments against members to defray the costs and expenses of the Condominium and of the Association.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To make additions and improvements to and to maintain, repair, replace and operate the Condominium Property.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5. To reconstruct improvements after casualty and further improve the Condominium Property.

6. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium in the manner provided by the Declaration of Condominium. The rules and regulations of the Association, until amended, shall be as set forth and attached hereto as Exhibit "A". The Rules and Regulations may be amended by the vote of the majority of the Directors at a meeting of the Board of Administration or by a vote of a majority of the members.

7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Regulations for the use of the property in the Condominium.

8. To acquire ownership or other possessory or use interest in lands and/or recreational facilities, whether or not

contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the Condominium Unit.

9. To purchase and sell, lease, mortgage, transfer, acquire or otherwise deal with Condominium Units in the Condominium.

10. To maintain accounting records for the Association which records shall include but not be limited to the record of all receipts and expenditures and an account for each Unit designating the name and current mailing address of the Unit Owner and of the Voting Member for each Unit, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

11. To enter each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

12. To maintain bank accounts on behalf of the Association and to designate the signatories required therefor.

13. To employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

14. To levy fines against the members for violations of the rules and regulations established by it to govern the conduct of the members provided however, as a condition of said fine a unit owner would be given reasonable notice and an opportunity for a hearing before a committee of other Unit Owners.

In satisfying the requirement that an Association provide reasonable notice and an opportunity for a hearing before levying a fine against the owner of a unit, or its occupant, licensee, or invitee, for failure to abide by any provision of the Declaration, the Articles of Incorporation, these bylaws, or any rules and regulations of the Association, the Association hereby adopts the following procedure:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

i. A statement of the date, time and place of the hearing;

ii. A statement of the provisions of the Declaration, Bylaws, or Association Rules which have allegedly been violated; and

iii. A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

Interest charges for nonpayment of assessments are not a late fee, fine or other penalty where such charges are calculated over the actual period of deficiency.

15. To borrow money on behalf of the Association when required; provided, however, that (i) for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00), it shall be required that the consent of at least two-thirds (2/3rds) of the Voting Members be obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Owner of such Unit. If any sum borrowed by the Board of Administration on behalf of the Association pursuant to authority contained in this subparagraph (15) is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

16. To contract for the management of the Condominium and to delegate to such contractor such powers and duties of the Board of Administration as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to have approval of the Board of Administration or the Voting Members; to contract for the management or operation of portions of the Condominium Property susceptible to separate management or operation thereof; and to grant concessions for the purpose of providing services to the Unit Owners.

17. To authorize Unit Owners or others to use portions of the Common Elements such as social rooms, meeting rooms, terraces, etc., for private parties and gatherings and the right to impose reasonable charges in connection with such private uses.

VI. Officers.

1. Officers and Elections. The executive officers of the Association shall be the President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Administration and any of whom

may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices. The Board of Administration 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.

2. President. 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 to be appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

3. Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the 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.

4. Secretary. 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 other notices required by law. 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 the President.

5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. 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 of an association.

6. Compensation. The compensation of all officers shall be fixed by the members at their annual meeting.

7. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, or any settlement thereof, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification herein shall apply only

when the Board of Administration approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

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

1. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

(b) Reserve for Capital Expenditures and Deferred Maintenance. Reserves for capital expenditures and deferred maintenance shall include funds for repair or replacement required because of damage, depreciation, or obsolescence and for maintenance items that occur less frequently than annually. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item.

2. Budget. The Board of Administration shall adopt a detailed budget for each calendar year which shall show the amounts budgeted by accounts and expense classifications and which shall include the estimated funds for the foregoing reserves; provided, however, reserves shall not be required if a majority of the Voting Members of the Association present at a duly called meeting of members, determine for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. A copy of the proposed budget shall be mailed to the Voting Members not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting, which shall state that such meeting shall be open to all Unit Owners. If a budget is adopted by the Board of Administration which requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, then upon written application of ten percent (10%) of the Voting Members, a special meeting of the membership of the Association shall be held upon not less than ten (10) days written notice to each Voting Member, but within thirty (30) days of the delivery of such application to the Board of Administration or any member

thereof, at which special meeting the Voting Members may consider and enact a revision of the budget. The vote necessary to enact a revised budget shall be not less than a majority of the whole number of votes of all Voting Members.

Alternatively, the Board of Administration may propose a budget to the Voting Members at a meeting of members or by writing, and if such proposed budget be approved by the Voting Members at a duly called meeting held for such purpose, or by a majority of all Voting Members in writing, such budget shall not thereafter be re-examined by the Unit Owners in the manner hereinabove set forth.

In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for the repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation.

So long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Voting Members.

3. Assessments.

(a) Annual Assessments. Assessments against the Condominium Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Administration. Until the first annual assessment shall be determined by the Board of Administration of the Association, assessments shall be as set forth in the estimated operating budget attached hereto as Exhibit B.

(b) Special Assessments. Special assessments shall be due only after thirty (30) days notice is given to the Unit

Owners concerned, and shall be paid in such manner as the Board of Administration of the Association may require in the notice of assessment.

(c) Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, and a claim of lien has been signed and acknowledged by an officer of an agent of the Association and duly recorded by the Association, then the Board of Administration may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the then unpaid balance of the assessment, together with any assessment that may accrue, plus interest, costs, and a reasonable attorney's fee for the enforcement and collection thereof shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail or certificate of mailing, whichever shall first occur. Assessments, including any accelerated payment of Common Expenses levied by the Association against a Unit for nonpayment, or a late payment of assessments for Common Expenses, shall be levied against a Unit not less frequently than quarterly.

4. Accounting Records For Each Unit. The Association shall maintain accounting for each Unit which records shall include but not be limited to the record of all receipt and expenditures and an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

5. Financial Reports. Within sixty (60) days after the end of the fiscal year the Board of Administration shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of the receipts by accounts and receipts classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;

- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses;
- (j) reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts.

Regardless of whether the reserves have been waived for the period covered by the financial report (the "Reporting Period"), the report shall (i) identify each reserve account and each such account shall appear as a line item; (ii) state, as to each reserve account, the beginning balance and the amount of assessments collected and placed in that account during the Reporting Period; (iii) state, as to each reserve account, the amount expended or removed from the account, including, without limitation, transfers to other Association accounts and (iv) set forth, as to each reserve account, the balance in that account as of the end of the Reporting Period.

The financial report shall also detail the sources of income for the Association, identifying the amount of income received from the Developer, the amount received on account of assessments levied against Unit Owners other than the Developer and the amount received from other sources.

6. Depository. The depository of the Association will be such banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7. Fidelity Bonds. Fidelity bonds shall be required by the Board of Administration from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors provided the aggregate amount of said bonds are not less than \$10,000.00 per person. The premiums on such bonds shall be paid by the Association.

8. Initial Working Capital Contributions. The initial working capital contributions, if any, made to the Association by the Developer's immediate grantees, may be used by the Association for any of its purposes, including current expenses, and the same need not be segregated or reserved. Provided however, during the period that the Developer guarantees to unit owners that their assessments will not increase, Initial Working Capital Contributions may not be used for operating expenses.

9. Commencement of Assessments. The initial Board of Administration shall have the absolute discretion to commence assessments as of a time determined by them.

VIII. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

IX. Amendment. These Bylaws may be amended at a meeting called for said purpose by an affirmative vote of the members representing not less than seventy-five percent (75%) of the Association membership. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ___ for present text." Amendments to these Bylaws shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration of Condominium for SUNRISE GARDENS and shall be executed in the form required for the execution of a deed. Any such amendment is effective when properly recorded in the Public Records of Dade County, Florida.

X. Association Seal. The seal of the Association shall have inscribed thereon the name of the corporation, the year of its organization, and the words "nonprofit" or "not-for-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

XI. Liability in Excess of Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

XII. Roster of Unit Owners, Voting Members and Mortgagees. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership and, where appropriate, the Certificate Designating Voting Representative required pursuant to Article II of these Bylaws. The Association shall maintain such information in a booklet entitled "Owners of Units". A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A Unit Owner who satisfies a mortgage covering a Unit shall also notify the Association thereof

and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a booklet entitled "Mortgagees of Units".

XIII. Lease of Units. Each Unit Owner who leases his Unit, whether or not the approval of the Association is required with respect to such lease, shall provide the Association with such information as the Association may reasonably require with respect to his lessee and shall include in the lease as a condition and term of such lease the agreement of lessee to abide by the provisions of the Declaration of Condominium, the Declaration of Covenants, Restrictions and Financial Obligations, these Bylaws and the Rules and Regulations, as well as any other instrument which may be binding upon Unit Owner.

XIV. Construction. Whenever the masculine singular form of pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

XV. 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 these Bylaws or the intent of any provision hereof.

XVI. Arbitration. Disputes arising with respect to the operation of the Condominium among the Developer, the Association and/or the Unit Owners may be submitted to mandatory nonbinding arbitration. Arbitration proceedings shall be held pursuant to Section 718.1255 of the Act. If the parties agree to submit the dispute to arbitration as herein provided, the decision of the arbitrators shall be final and binding upon all parties.

XVII. Certificate of Compliance. A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association Board of Administration as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

G:\ELHAVANA\SUNRISE\BYLAWS

RULES AND REGULATIONS

OF

SUNRISE GARDENS ASSOCIATION, INC.

1. The sidewalks, entrances, passages, vestibules, stairways, elevators, corridors, halls and like portions of the Common Elements of the Condominium Buildings shall not be obstructed or used for any purpose other than ingress and egress to and from Condominium Units.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of a Condominium Unit or Building or on any part of the Common Elements without prior written consent of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building unless approved by the Association.

3. Neither the exterior of the Condominium Units, including all appurtenances, nor any part of the Common Elements shall be painted, decorated or modified by any Condominium Unit Owner or resident without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

4. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building, nor shall such Unit Owner screen or otherwise enclose his connecting balcony, atrium, terrace or roof deck without the consent of the Association. Curtains and drapes (or linings thereof) blinds, shutters, shades or other window covering which face on exterior windows or glass doors of Units shall be white or off-white in color.

5. Nothing other than balcony-type furniture and plants may be kept on patios, balconies, atriums, terraces and roof decks.

6. The exterior portions of all doors which face Common Elements shall be uniform in appearance and color and all exterior hardware shall be identical.

7. No door mats may be placed in the hallways or corridors and no ornaments or decorations may be hung on the walls of the hallways and corridors.

8. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements.

9. No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed by a Unit Owner on the roof or exterior walls of the building and, if same is erected or installed, it may be removed, without notice, by the Association at the cost of the Unit Owner installing same. Citizens band and ham radio installations are strictly prohibited.

10. All doors leading from the Condominium Unit to Common Elements shall be closed at all times except when in actual use for ingress and egress.

**EXHIBIT "F" TO
DECLARATION OF CONDOMINIUM**

11. No Condominium Unit Owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a Condominium Unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Condominium.

12. All garbage and refuse are to be deposited only in the facilities provided for that purpose.

13. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, balconies, or staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, terraces, roof decks, patios or the like.

14. There shall not be kept in any Condominium Unit or in any storage facility any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. The Association will not be responsible for loss of or damage to any property in the storage rooms.

15. Pets shall not in any way disturb any other Condominium Unit Owners and shall be kept on leashes at all times or hand carried through the Common Elements of the Condominium Property. Pets must be with their owners at all times. A Unit Owner may keep one (1) cat or one (1) dog, which may not weigh in excess of 50 pounds, fish in a fish tank or small caged birds. No other pets are permitted. Lessees, tenants or guests are not permitted to keep any pets.

16. Any automobile improperly parked in a space reserved for any Condominium Unit Owner may be towed away at the automobile owner's expense. Automobiles belonging to residents of the Condominium must bear the identifying sticker, if any, provided by the Association.

17. Parking areas may be used only for the purposes permitted by the Declaration. By way of illustration, no skateboarding or bicycle riding shall be permitted in the parking areas. Car washing is permitted only in the area, if any, designated by the Association for such purpose.

18. No motor vehicle which cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours, and, except in emergencies, there shall be no repairs of motor vehicles made while on the Condominium Property.

19. Employees of the Association are not to be sent out of the building by Unit Owners for personal errands. The Board of Administration and/or its management agent shall be solely responsible for supervising employees of this Association.

20. The personal property of Unit Owners must be stored either in their respective Units, or (if applicable) assigned storage areas.

21. No Unit Owner shall make or permit any disruptive noises or noxious fumes in the building, or permit any conduct by any persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

22. The Association may retain a passkey to all Units. No Unit Owner shall alter any lock or install a new lock without providing the Association with an additional key.

23. A Unit Owner who plans to be absent during the hurricane season, must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his patio, terrace, atrium, roof deck or balcony; and

(b) Designating a responsible firm or individual if other than the Association, to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the names of such firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters, and such parties shall be subject to the approval of the Association.

24. Food and beverages may not be consumed outside of a Unit and its appurtenant patio, balcony or roof deck, except in designated areas. There shall be no cooking on balconies or roof decks.

25. No drilling of floors or ceilings is allowed for attachment or hanging of any material, including, without limitation, planters and hammocks, unless reviewed and approved under competent engineering supervision as required by management.

26. Fire Exits shall not be obstructed in any manner.

27. No commercial or business purpose shall be conducted in any Unit. No Unit Owner may actively engage in solicitation for commercial purposes.

28. Recreation facilities may be reserved for private parties only through the Manager. All functions must conclude by 11:00 p.m.

29. Before a Unit is to be occupied by guests in the absence of the Unit Owner, a written guest identification notice listing names and length of stay must be furnished to the Manager.

30. No Unit Owner or Occupant may alter, change or remove any furniture, furnishings or equipment in the Common Elements.

31. A Unit Owner shall be liable for the expense of any maintenance, repair, replacement or damage to the Common Elements rendered necessary by his or her acts or by those of any member of such Unit Owner's family or the guests, employees, agents or lessees of the Unit Owner or his family.

32. No Unit Owner or lessee shall invite in his absence any person not in residence to use the Condominium facilities.

33. A Unit Owner seeking to make an alteration, addition or improvement to his Unit shall submit the plans and specifications for same to the Board of Administration whether or not the approval of the Board is required under the terms of the Declaration of Condominium or the Bylaws of the Association. A Unit Owner who causes damage to another Unit or to Common Elements as a result of his making an alteration, addition or improvement to his Unit shall be liable therefor to the Owner of such other Unit or to the Association as the case may be.

In the event of conflict between the provisions of these Rules and Regulations and the Bylaws of the Association or the Declaration of Condominium, the Bylaws shall supersede the Rules and Regulations and the Declaration of Condominium shall supersede both.

G:\ELHAVANA\SUNRISE\RUL®S

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

CLERK NOTE:
FOR CONDCMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 284 PAGE 13

HARVEY RUVIN, CLERK,
CIRCUIT & COUNTY COURTS

BY Harvey Ruvin D. C.