

# NOTICE

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**DECLARATION OF CONDOMINIUM  
OF  
PARK CENTER BUSINESS PARK CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM  
PARK CENTER BUSINESS PARK CONDOMINIUM**

PARK CENTRE DEVELOPMENT, LLC, a Florida limited liability company, herein called "Developer," makes the following Declaration:

1. **PURPOSE.** The purpose of this Declaration is to submit the Land and improvements described herein, to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the Condominium Act.

2. **NAME AND USE.** The name by which this Condominium is to be identified is "PARK CENTER BUSINESS PARK CONDOMINIUM" (hereinafter referred to as the "Condominium"). The Condominium is a nonresidential condominium whose use shall be restricted by the applicable zoning ordinance as they shall exist from time to time. Prior to the purchase of a Unit, each Unit Owner shall designate, in writing, to the Developer, the specific use to be made of the Unit which may be changed except as provided in this Declaration.

3. **PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.** Developer hereby submits the land and real property described in Exhibit "A" attached hereto and a part hereof, (the "Land"), the improvements thereon and the rights and easements appurtenant thereto, to condominium ownership, as property of the Condominium, (the "Condominium Property") pursuant to Chapter 718, Florida Statutes.

4. **DEFINITIONS.** As used in this Declaration and all Exhibits attached hereto, unless the context otherwise provides or requires, the following terms shall have the meanings defined below. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by the Condominium Association.

- A. Act - means and refers to the Condominium Act of the State of (Florida Statute 718, et seq.) as it exists on the date hereof.
- B. Articles - means the Articles of Incorporation of the Association as they exist from time to time, and as they may be amended from time to time.
- C. Assessment - means a share of the funds required for the payment of Common Expenses which from time to time are assessed against an Owner.
- D. Association - means Park Center Business Park Condominium Association, Inc., the entity responsible for the operation of the Condominium.
- E. Board - means the Board of Directors of the Association.
- F. By-Laws - means the By-laws of the Association as they exist from time to time, and as they may be amended from time to time.
- G. Common Elements - means the portion of the Condominium Property included within the Unit boundaries. References to common areas mean, and are, the Common Elements, and said words "Common Areas" and "Common Elements" are used interchangeably.
- H. Common Expenses - include: (1) expenses of administrative management of the Condominium Property; (2) expenses of maintenance, operation, and replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration, the By-laws, the Act or by the Board to the extent permitted by the Act; and any valid charge against the Condominium as a whole.
- I. Common Surplus - means the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over and above the amount of money expended as Common Expenses.
- J. Condominium Documents - means this Declaration and all Exhibits attached hereto as same, from time to time, may be amended.
- K. Condominium Parcel - means the Unit, together with an undivided share in the Common Elements appurtenant thereto.

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- L. Co-Tenant - means an Owner owning a Condominium Parcel in conjunction with another Owner.
- M. Declaration or Declaration of Condominium - means this instrument and Exhibits attached hereto as it or they, from time to time, may be amended.
- N. Developer - means Park Centre Development Co., L.L.C., a Florida limited liability company or such assigns as designated pursuant to Paragraph 24 below.
- O. Directors - means the directors of the Association.
- P. Institutional Mortgage - means a mortgage owned or held by an Institutional Mortgagee.
- Q. Institutional Mortgagee - means the Owner and holder of a mortgage encumbering a Condominium Parcel, which Owner and holder of said mortgage is either a life insurance company or a federal or state savings and loan association, or a mortgage estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts

Business Trust, or the Federal National Mortgage Association ("FNMA"), or the Federal Home Mortgage Corporation ("FHLMC"), The Department of Housing and Urban Development ("HUD"), an agency of the United States Government, or any entity controlling, controlled by or in common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender, or the Developer, or assignee, nominee, or designee of the Developer.

R. Insurance Trustee - means that Florida bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as to the loss of casualty or fire loss covered by insurance policies.

S. Limited Common Elements - means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

T. Member - means an Owner or Unit Owner who, or which, is a member of the Association.

U. Occupant - means the person, persons or entity, other than the Owner, in the possession of a Unit.

V. Owner or Unit Owner - means that person or entity owning a Condominium Parcel.

W. Property or Condominium Property - means and includes the Land subject to Condominium ownership, whether or not contiguous, all improvements thereon, easements and rights appurtenant thereto, intended for use in connection with the Condominium.

X. Phase or Phases - mean that portion of the Land and improvements thereon as contemplated by Section 718.403, Florida Statutes, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

Y. Subsequent Phases - mean those portions of the Land and improvements thereon, other than Phase 1, which Developer may, but shall not be obligated to, submit for Condominium Property, in whole or in part, and shall consist of Phase 2.

Z. Unit - means a part of the Property which is subject to private ownership, the Unit in Phase 1 being a Unit space designated as "Unit" on the plot plan, survey and descriptions attached hereto and marked as Exhibit "B."

AA. Utility Services - as used in the Condominium Act and construed by reference to this Condominium and as used in the Declaration, By-Laws, and Articles of Incorporation and may include, but not be limited to, electric power, water, cable television, sewer, irrigation, drainage, sewage and garbage disposal.

BB. Voting Member - means an Owner or his designee empowered to attend annual or special meetings.

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## 5. DESCRIPTION OF IMPROVEMENTS in Phase I.

A. Description of Improvements - Phase 1. The portion of the Land subject to improvements being submitted to condominium ownership pursuant to this Declaration described on the "Phase 1 Survey" (as hereinafter defined), as set forth in Exhibit "E" includes improvements in Phase 1 include one (1) two-story building which contains a total of eight (8) units, each of which is designated by a one digit Arabic numeral (from 1 to 8) followed by the letter

and is so referred to herein and in the Exhibits hereto. Each of Units 1-A through and including 1-B has an approximate size of 8,313 square feet (comprised of approximately 7,125 square feet of space on the main floor, and approximately 1,188 square feet of space on the mezzanine level). Unit 1-B bears the same designation as any other Unit in the Condominium. Time share estate shall not be created with respect to units in Phase 1 or any Subsequent Phase.

B. Phase 1 Survey. Annexed hereto as Exhibit "B" and made a part hereof is a Survey, Plot Plan and Graphic Description of Improvements for Phase 1 which includes a site plan of the land in Phase 1, a graphic description of improvements in which each Unit and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the "Phase 1 Survey"). The Phase 1 Survey shows and identifies thereon the Common Elements for every Unit, its relative location and its approximate dimensions. There is attached to the Phase 1 Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and sealed conforming with the requirements of Section 718.104(4)(e) of the Condominium Act.

## 6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES.

### A. Subsequent Phases.

(1) Condominium Property. Developer may and hereby reserves the right to develop the Condominium as a phase condominium as provided for by Section 718.40 of the Condominium Act, in up to two phases, to be designated Phase 1 and Phase 2. All land that becomes a part of the Condominium and the Condominium Property is situated in Miami-Dade County, Florida. Phase 1 of the Condominium is declared and submitted to the Condominium ownership pursuant to this Declaration as set forth in Paragraph 3 hereinabove. In addition to the portion of Land and improvements described on the Phase 1 Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Land may, by amendment or amendments hereto, be added to the Condominium Property. Until (7) years after the date of recording of this Declaration of Condominium, the Developer hereby reserves the right to amend this Declaration, by recording in the Public Records of Miami-Dade County, Florida, an amendment or amendments executed solely by the Developer solely to the condominium form of ownership and expanding this Condominium to include Phase 2 Condominium legally described in Exhibit "A-1" attached hereto. Developer may make non-material changes in the legal description of any Subsequent Phase. The addition of Phase 2 is optional to the Developer. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of Phase 2 shall be affected or encumbered by this Declaration unless and until Subsequent Phase 2 is added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records of Miami-Dade County, Florida. If, as and when Subsequent Phase 2 is added and submitted by the Developer to condominium ownership as part of this Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as part of such Subsequent Phase 2. The definitions and provisions of this Declaration, and the Articles, By-Laws and Rules and Regulations of the Association shall apply to all Units, Common Elements and Limited Common Elements of Phase 2, except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ. The Developer is not obligated to declare and submit Phase 2 as part of the Condominium, or to declare it if said Developer declares Phase 1 as part of the Condominium. The Developer reserves the right to develop (including as a separate condominium or condominiums or separate non-condominium community) or to sell any, all or a portion of Phase 2 in any manner or to any person or entity free of any restriction hereunder, together with the easement of ingress/egress over Phase 1 submitted pursuant to this Declaration. Notwithstanding the fact that the foregoing portion of this paragraph is self-operative, if Developer determines to add any or all of Phase 2 to the Condominium Property, Developer may, in addition to any other requirements otherwise required by the Condominium Act, record amongst the Public Records of Miami-Dade County a withdrawal notice to the effect that all or part of such Subsequent Phase 2 shall be added to the Condominium Property.

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(2) Minimums and Maximums. While at the time of recordation Declaration Developer plans to include the number of Units in each Subsequent Phase as set forth in the following chart, the Condominium Act requires that the Declaration also set forth the minimum and maximum number of Units which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

<u>Phase</u>	<u>No. of Units as per Developer's Plans (for each Phase)</u>	<u>Minimum Number of Units in each Phase</u>	<u>Maximum Number of Units in each Phase</u>
2	6	5	7

Developer plans that the general size for each Unit in the Subsequent Phase will be as follows: Each of Units 1-B and 2-B will have an approximate size of 8,923 square feet, comprising approximately 7,649 square feet of space on the main floor, and approximately 1,274 square feet of space on the mezzanine level; and each of Units 5-B and 6-B will have an approximate size of 8,923 square feet, comprising of approximately 8,174 square feet of space on the main floor and approximately 1,416 square feet of space on the mezzanine level; and Unit 3-B will have an approximate size of 14,382 square feet, comprising of approximately 13,208 square feet of space on the main floor, and approximately 1,174 square feet of space on the mezzanine level; and Unit 4-B will have an approximate size of 14,620 square feet, comprising of approximately 13,410 square feet of space on the main floor, and approximately 1,210 square feet of space on the mezzanine level. However, that Developer reserves the right to include, in the Condominium, Units in size from a minimum of up to ten percent (10%) less than said square footage, to a maximum of up to ten percent (10%) more than said square footage.

(3) Identification of Unit. Each Unit in the Subsequent Phase 2 which is added to such Subsequent Phase is submitted to the Condominium pursuant to the provisions of the Declaration, shall be identified by a one-digit Arabic numeral followed by the letter "B." No Subsequent Phase which is added to the Condominium Property shall bear the same identification designation as any other Unit in the Condominium.

B. Changes in Subsequent Phases. Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Paragraph or Paragraphs 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative or other descriptions, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Unit in such Phase to an Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity, unless: (i) Developer changes the proportion by which a Unit Owner, other than Developer, bears the Common Expenses and the Common Surplus or owns the Common Elements, in which event such Unit Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Unit must consent in writing thereto; or (ii) such change materially and adversely affects a Unit Owner, in which event such Unit Owner determined by Developer in the reasonable discretion of Developer, in which event such Owner or the Institutional Mortgagee of record holding the mortgage on the affected Unit must consent in writing or such amendment must be adopted in accordance with Paragraph 25 hereof.

## 7. PHASE DEVELOPMENT.

### A. Impact of Subsequent Phase on Initial Phase.

(1) Common Elements of Phase 1. The Common Elements as shown on the Phase 1 Survey and included in Phase 1 will be owned by all Unit Owners in Phase 1 subject to the condominium form of ownership as a portion of the Condominium Property pursuant to the Declaration, subject to the provisions of Subparagraph (3) herein below.

(2) Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

(3) Common Elements of Subsequent Phase. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property.



Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Unit Owners in all Phases then and thereafter constituting a portion of the Condominium.

(4) Share of Ownership Upon Submission of Only Phase 1. If only Phase 1 is submitted to the Condominium Property pursuant to this Declaration, then each Unit in Phase 1 shall have as an appurtenance thereto one (1) vote in the Association and an undivided share of ownership in the Common Elements and Common Surplus based on the total square footage of said Unit in uniform relationship to the total square footage of each other Unit in said Phase 1 of the Condominium, as set forth on the schedule attached hereto and made a part hereof by reference to Exhibit "C."

(5) Share of Ownership upon Submission of Subsequent Phase. If Phase 2, in addition to Phase 1, is submitted to the Condominium Property, then each Unit in both Phase 1 and Phase 2 submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an undivided share of ownership in the Common Elements and Common Surplus based on the total square footage of said Unit in uniform relationship to the total square footage of each other Unit in both said Phase 1 and Phase 2 of the Condominium. The amendment to the Declaration by the Developer in the Public Records of Miami-Dade County, Florida submitting a new condominium form of ownership and expanding this Condominium to include Phase 2 shall be deemed to have attached thereto a revised Exhibit "C" in accordance with the provisions hereof.

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

A. Utility and Other Services. Easements are reserved under, through and across the Condominium Property as may be required for Utility Services and other services in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Element or of any portion of a Unit to be maintained by the Association or as necessary to prevent damage to the Common Elements or to a Unit or Units. Disposal systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Condominium Parcels in favor of the Association and easements are granted hereby over all Condominium Parcels in favor of the Unit Owners and the Association with respect thereto; provided that such right of easement shall not unreasonably interfere with the Unit Owner's permitted use of his Unit. Such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or Occupants, and those claiming through or under the aforesaid. With respect to any easements set forth herein, all such easements shall be for the use and benefit of Owners, Institutional Mortgagees or Occupants, and those claiming by, through or under the aforesaid.

B. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees or Occupants, and those claiming through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments. If any Unit shall encroach upon any Common Element, Limited Common Element or upon any other portion of the Condominium for any reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit to the extent of the encroachment shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction



non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element to the extent of encroachment shall exist so long as such encroachment shall exist.

D. Support. The Developer and Association hereby grant to each other, heirs, successors, and assigns, and all third party beneficiaries, including Unit Owner lessees, guests, invitees, servants, and employees, the right of support for all structures and portion of the real property of the Condominium.

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E. Easement to Public Way. Developer hereby reserves and grants to the benefit of the Association and agents thereof and to Owners, their family members, invitees, licensees, clients and customers, an irrevocable perpetual nonexclusive easement with the Land for ingress and egress over and across streets, walks, drives, parking areas and other rights-of-way which are part of the Common Elements serving Units, to provide necessary and reasonable access to the public ways or to roads and streets which provide access to the ways.

F. Floor Slabs, Wall Spaces and Ceiling Space. Developer hereby reserves unto and for the benefit of itself, and the Association, and their respective directors, officers, employees, agents and contractors, an irrevocable and perpetual nonexclusive easement with the Land and right of use on, over, under, in and through all floor slabs, wall spaces and ceiling spaces, located within the Common Elements for the construction, installation, relocation, maintenance and repair of utilities and facilities providing services to Units adjacent to such floor slabs, wall spaces and ceiling spaces. Developer and/or the Association may assign or convey whole or in part the easement rights hereunder to any Owner, or to any director, officer, employee, agent or contractor of an Owner.

G. Finishing of Units. Developer hereby reserves unto and for the benefit of itself, the Association, Owners, and their respective directors, officers, employees, agents and contractors, an irrevocable and perpetual easement running with the Land and right of use on, over, under, in and through each and every Unit for access to any and all Common Elements adjacent to, or contiguous to the Unit in order to complete constructing, equipping, finishing, furnishing or decorating any other Unit. Any person exercising this easement right will make reasonable use of the Unit being utilized; provided, however, Developer will have the sole and absolute discretion to determine the reasonableness of the use of such easement rights in order not to delay or hinder the completion of constructing, equipping, finishing, furnishing or decorating of the interior in a Unit and, subject to such discretion of Developer, the Board may establish rules or regulations applicable to all Owners or on an individual ad hoc basis limiting the times and the manner in which the easement rights hereunder may be exercised. Any person exercising the easement rights hereunder shall be liable for any damage caused by such person to a Unit that is not owned by such person.

H. Additional Easements. The Developer (during any period in which there are any unsold Units in the Condominium) and the Association each shall have the right to grant additional Utility Service and other easements as may from time to time, in their sole discretion be required. The Developer and not the Association shall have the right to relocate any existing easements or service easements in any portion of the Condominium Property, and to grant such easements as the Developer shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the Unit Owners, for the purpose of carrying out any provisions of this Declaration; provided that such easement relocation of existing easements will not prevent or unreasonably interfere with the use of the property in the complex for commercial purposes.

I. Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the Land, shall survive the termination of the Condominium and, notwithstanding any other provisions of this Declaration, may be substantially amended or revoked in a way which would unreasonably interfere with its proper intended use and purpose. Owners do hereby designate Developer and/or Association's lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

9. COMMON ELEMENTS. Common Elements as hereinabove defined shall have the same meaning within its meaning, in addition to the items as listed in the Florida Condominium Act, the following items:

- A. An undivided share in the Common Surplus.
- B. Easements for ingress, egress, support, maintenance, repair, replacement and Utility Services.
- C. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Units.

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D. Easements through Units for all conduits, chases, chase areas, pipes, plumbing, wiring and all facilities for the furnishing of Utility Services to Units and Common Elements and easements of support in every portion of a Unit which contribute to the support and improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

E. Easements for encroachments by the perimeter walls, ceilings and floors of the building surrounding each Unit caused by the settlement or movement of the building or caused by inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

10. OWNERSHIP OF COMMON ELEMENTS AND RESTRICTIONS THEREON. Each Owner of each Unit shall own a share and certain interest in the Condominium Property and the Common Elements appurtenant to his Unit, which includes, but is not limited to, the following items which are appurtenant to the several Units, as indicated:

A. Common Elements and Common Surplus. Each Unit shall have appurtenance thereto an undivided share of ownership in the Common Elements and Common Surplus based on the total square footage of said Unit in uniform relationship to the total square footage of each other Unit in the Condominium, as set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "C."

B. Parking Spaces. Parking spaces of Phase 1 of the Condominium are shown in Exhibit "B" attached hereto (the "Phase 1 Parking Spaces"). All Phase 1 Parking Spaces and other parking spaces of the Condominium (collectively, the "Parking Spaces") are Common Elements and shall be maintained, repaired, replaced and assessed for maintenance, replacement in the same manner as Common Elements. Parking Spaces shall be used in accordance with rules and regulations promulgated by the Board. Upon the conveyance of a Unit, however, the Developer may, in its sole discretion, designate and assign to the purchaser of such Unit the exclusive use of a Parking Space or Spaces, at which time said Parking Space shall be deemed a Limited Common Element appurtenant to that Unit. Developer shall retain the right to assign the use of Parking Spaces until Developer has conveyed all of the Units

the original conveyance by Developer of a Unit to an Owner, Developer shall execute and deliver to the Owner thereof a written "Assignment of Use of Parking Space" in which the particular Parking Space or Spaces designated for the use of such Unit is described and in which is set forth the exclusive right of such Owner to use such Parking Space or Spaces, subject to the terms of this paragraph and any other applicable provisions contained in this Declaration. The Association shall maintain a book for the purpose of recording the current assignee of each Parking Space, and the original assignment by Developer of the use of a Parking Space, the Association shall maintain such assignment in such book, and the Parking Space and exclusive use thereof shall thereupon be appurtenant to said Unit, and automatically shall be transferred upon the transfer of title to the Unit. After the conveyance by Developer of all Units, any Parking Space not assigned by the Developer for the use of a Unit may be assigned, used or leased by the Association or Owners on such terms and conditions as the Association may from time to time determine, subject to the terms and conditions of this Declaration.

The Developer may add additional Parking Spaces within the parking area of the Condominium Property at any time, providing that the addition of such Spaces does not violate any state or local law or ordinance, and, in such event, Developer may add such Spaces without the approval from any other party whatsoever.

C. Air Conditioning System. Each Owner shall purchase and install (whether purchased or installed by Developer), and shall maintain, repair and replace as and when necessary, at the Owner's expense, the air conditioning unit system and components thereof for the Unit owned by the Owner, including, but not limited to, the compressor, exchanger, coils, fans and ducts ("Air Conditioning System"). Each Owner shall be responsible for any damage arising out of or in connection with, such Owner's repair, replacement or maintenance of the Air Conditioning System. Notwithstanding the foregoing, upon installation of any air conditioning unit and system, the same, including all components thereof, shall be deemed building fixtures and may not thereafter be removed by an Owner (except in the ordinary course of the maintenance or repair thereof), unless replaced in a manner satisfactory to the Association in its reasonable discretion.

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11. COMMON EXPENSES. The Common Expenses of the Condominium shall be shared by each Unit in accordance with each Unit's respective interests in the Common Elements and in the Common Surplus as set forth in Exhibit "C."

12. LIMITED COMMON ELEMENTS. Limited Common Elements shall include those areas, if any, specifically designated as such on the Phase 1 Survey (and, if Phase 2 Survey is submitted to the condominium form of ownership as part of the Condominium Property pursuant to the provisions of this Declaration, then also the Survey, Plot Plan and Graphic Description of Improvements for Phase 2 attached to the amendment submitting same), and shall also include, but not be limited to, the following:

- A. Any Parking Spaces assigned by Developer or the Association for the exclusive use of a particular Unit.
- B. The Air Conditioning System in accordance with Paragraph 10(C) and 11(C).
- C. Any porches, balconies, decks or terraces appurtenant to a Unit.

13. GOVERNING BODY. The affairs of the Condominium shall be conducted by the Association. The Articles of Incorporation of the Association are attached hereto as Exhibit "D."

made a part hereof, and the By-Laws of the Association are attached hereto as Exhibit "E" and made a part hereof. The Rules and Regulations for Park Center Business Park Condo Association, Inc., are attached hereto as Exhibit "F" and made a part hereof.

All Owners of Condominium Parcels in this Condominium whose interest is evidenced by recordation of a proper instrument in the Public Records of Miami-Dade County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An Owner or Owners of a single Condominium Parcel shall collectively be entitled to one (1) vote which vote shall be cast by the Voting Member regardless of the number of Units which have been added to the Condominium Property or number of Phases which have been created within the Condominium. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit filed with the Secretary of the Association; provided, however, that such a certificate shall not be required when a Unit is owned by a husband and his wife only. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership or limited partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by any partner of the said partnership or limited partnership, and filed with the Secretary of the Association. If a Unit is owned by a limited liability company, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by any manager or managing member of the said limited liability company, and filed with the Secretary of the Association. If a Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by any person of the said trust, and filed with the Secretary of the Association. If, for a Unit owned by more than one person or by a corporation, partnership, limited partnership, limited liability company or trust, such a voting certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the action of the person entitled to cast the vote for the Unit. Any such voting certificate shall be void if revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

A person or entity owning more than one Condominium Parcel may be designated as a voting member for each such Condominium Parcel which it or he owns. The Developer shall be deemed an Owner and voting member of and for each unsold Unit. Failure by all Owners of a Condominium Parcel to file the aforementioned written certificate or statement with the Secretary prior to or at a members' meeting will result in depriving such Owners of a Condominium Parcel the right to vote at such meeting.

All the affairs, policies, regulations, and properties of the Association shall be controlled and governed by the Board of Directors of the Association.

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The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have the powers and duties of an Association, as set forth in the Condominium Act and the Florida Non-Profit Corporations Act (Chapter 617, F.S.) as well as all powers and duties granted to or imposed upon it by this Declaration, including:

A. The irrevocable right to have access to each Unit and appurtenant Common Elements as may be necessary for the maintenance, repair or replacement

Common Elements as may be necessary for the maintenance, repair or replacement of the Common Elements therein, for pest control service, if any, for protection of the Condominium Property during a hurricane or severe storm warning, or for making emergency repairs at a time when such repairs are necessary to prevent damage to the Common Elements or to other Units; provided, however, that nothing contained in this paragraph shall be construed so as to obligate the Association to access any Unit or Limited Common Element for any of the aforesaid purposes or to undertake or perform any of the aforesaid tasks.

B. The power to make and collect Assessments and to lease, maintain and replace the Common Elements.

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

D. The power, but not the obligation, to enter into contracts with others for the purchase of goods or services, including but not limited to contracts for cable television service, landscaping, maintenance, and pest control, and for the maintenance and management of the Condominium Property, including the normal maintenance and repairs of the Common Elements and in connection therewith to delegate the powers and rights herein contained including, but not limited to, that of making and collecting Assessments and perfecting liens for non-payment of Assessments, to any person or company; provided, however, that the Association may delegate to the service company the responsibility to maintain and preserve the landscaping, gardening, painting, repair and replacement of the Common Elements, but shall not relieve the Unit Owner from his personal responsibility to maintain and preserve the interior surface of the Condominium Parcels and to clean, decorate, maintain and repair the individual Unit.

The Association, each Unit Owner, and their respective heirs, successors and assigns, shall be bound by any management agreement in the event a management agreement is entered into by the Association, or amendments or revisions thereof, to the same extent as if he or she or it had executed such management agreement for the purposes therein expressed and shall be automatically deemed to have: (i) adopted, ratified, confirmed and consented to the execution of same by the Association; (ii) covenanted and promised to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners as required under the management agreement; (iii) acknowledged that all of the terms and conditions thereof, including without limitation, the manager's fee, if any, are fair and reasonable; (iv) ratified, confirmed and approved each and every provision of any such management agreement; and (v) agreed that no persons acting as directors and officers of the Association and entering into such a management agreement have not breached any of their duties or obligations to the Association.

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

F. The power to grant or contract for easements, licenses and other powers and duties on behalf of the membership where no Member's rights are substantially adversely affected.

G. Subsequent to the filing of this Declaration, when authorized by a majority of sixty-six and two-thirds percent (66-2/3%) of the total vote of the Unit Owners of the Association, the Association may purchase and/or acquire, and enter into agreements from time to time when it deems appropriate, interests in land, whether or not contiguous to the Lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, including membership fees, operations, replacements and other undertakings in connection therewith, shall be a part of the Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

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H. The power to amend the By-Laws in the manner provided for therein amendment to said By-Laws shall be adopted which would materially affect the rights or interests of any Institutional Mortgage covering any Condominium Parcel(s), without the written approval of the Institutional Mortgagees of record.

#### 14. MAINTENANCE, REPAIRS AND ALTERATIONS.

A. By the Condominium Parcel Owner. The responsibility of the Condominium Parcel Owner shall be as follows:

1. Units. Each Owner shall be solely responsible for the proper maintenance, repair and replacement of all portions of his Unit, and to maintain all such items in good working order and aesthetically proper condition including all fixtures located within or deemed part of the Unit, all air conditioning equipment, exhaust fans, water meters and hot water heaters exclusively serving his Unit, all interior surfaces surrounding his Unit, such as interior surfaces of walls and floors. In addition, and although not part of the Unit, each Owner shall also maintain, repair and replace, as needed, any glass windows, overhead doors and entrance and exit doors and entrance and exit doors contiguous to and serving the Unit. Although not part of the Unit, each Owner shall also repair and replace, at his sole cost and expense, any damage to the exterior surfaces of the perimeter walls of the Unit which is caused directly or indirectly by the acts of the Owner, his guests, invitees, licensees, contractors and lessees, or by any vandals or thieves. By way of example, but not by limitation, if a delivery truck that is on the Condominium Property for the benefit of the Unit Owner causes any damage to the exterior surfaces of the Unit, the Owner shall be solely responsible for such repair. In addition, each Owner shall also repair and replace, at his sole cost and expense, any damage to any other Unit, any Limited Common Element appurtenant to any other Unit, or any Common Element which is caused directly or indirectly by the acts of said first Owner, his guests, invitees, licensees, contractors and/or lessees. By way of example, but not by limitation, if a delivery truck that is on the Condominium Property for the benefit of the Unit Owner causes any damage to another Unit, a Limited Common Element which is appurtenant to another Unit, or a Common Element, said first Owner shall be solely responsible for such repair. Notwithstanding anything contained herein to the contrary, repairs or replacements to the exterior portions of the Condominium Property shall require the prior written consent of the Association and all contractors performing work shall be approved in advance by the Association. Further, although not part of the Unit, each Owner shall repair and replace, at his sole cost and expense, all portions of the roof above his Unit which is damaged directly or indirectly by the acts of the Owner, his guests, invitees, and licensees. All repairs to the roof made by an Owner as required by this Paragraph 14(A) shall require the prior written consent of the Association and all such maintenance, repairs and replacements shall be performed by contractors approved in advance by the Association. In addition, each Owner shall also repair and replace, at his sole cost and expense, any damage including but not limited to stains or discoloration, to any parking area on the Condominium Property or other portion of the Common Elements which is caused directly or indirectly by (i) leaking or dripping oil, hydraulic fluid or other liquid or fluid from any vehicle (including, without limitation, any car, truck, forklift, garbage truck or other vehicle) owned or leased by such Owner, or any of his guests, invitees, licensees, contractors and/or lessees; or (ii) a leak from any dumpster or other garbage receptacle owned or leased by such Owner. Notwithstanding the foregoing, repairs or replacements to any parking area of the Condominium Property or other portion of the Common Elements shall require the prior written consent of the Association and all contractors performing work shall be approved in advance by the Association. All such maintenance, repairs, and replacements shall be performed with the highest quality work, and shall conform aesthetically with the existing improvements. The Developer and Association shall not be liable in any way for damage caused by any unit owner(s) to another unit owner(s) property, or for damage arising from performance of repairs or replacements arising therefrom. Prior to performing any maintenance, repairs or replacements hereunder, the responsible unit owner(s) shall submit the name, address and telephone number of the contractor, written proof of insurance, requisite licenses, and plans for the work to be performed. The Association shall have fifteen (15) days to approve or reject the contractor or the plans from receipt of all items requested. If rejected, the unit owner(s) shall submit information on a new contractor and/or plans which the Association will review within fifteen days of receipt of all items requested. If the Association issues a second rejection of the contractor or plans, it shall retain a contractor of its choice and/or obtain acceptable plans at the sole expense of the unit owner(s) responsible for the damage. Notwithstanding anything to the contrary herein, the Association shall be authorized and empowered to designate the contractors to perform roof repairs and replacements, as well as air conditioning maintenance, repairs and replacements that involve work on the roofs.

Each Owner shall timely and properly perform all such maintenance and repairs which, if not so performed, would affect a Unit belonging to another Owner or the Common Elements, and each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements. In addition, each Owner shall be responsible for the repair and replacement of any damage, including but not limited to, any damage to interior or exterior walls, overhead doors or windows of his Unit, caused by burglary, fire, or other forced entry or vandalism. In the event a Unit Owner fails to maintain a Unit or fails to cause such Unit to be maintained or fails to observe and perform all the provisions of this Declaration, By-Laws, the Articles, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property, in the manner required, the Association, Developer or any other Owner shall have the right to proceed in a court of equity to require performance of compliance, to impose any applicable funds, to charge the Unit Owner and the Unit Owner necessary sums to put the improvements within the Unit in good condition, to file suit in a court of law for damages, to suspend voting rights in Association matters, to assess the Unit Owner for charge the Unit for sums necessary to do whatever work is required to put the Unit Owner in compliance and to collect such assessment and have a lien therefore as elsewhere provided. Further, the Developer and/or the Association shall have the right to take any and all other equitable steps as may be necessary to remedy the violation, and Unit Owners shall be responsible for all costs related thereto, including, but not limited to, attorneys fees and costs. In addition, the Association shall have the right for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions, without having committed a trespass or incurred any other liability to the Unit Owner.

2. Exterior of Units. No Owner shall paint, refurbish, stain, decorate, change, repair or replace any outside or exterior portion or surface of the Condominium Property, including, but not limited to, the walls, porches, balconies, doors, windows, screens, awnings; or repair or replace any such item; or install on any portion of the Condominium Property any exterior lighting fixture, alarm system, security bars, mailbox, sign, gate, fence, awning, or other similar item; without first obtaining specific written approval therefore by the Association. Further, an Owner shall show no sign, advertisement, banner, or notice of any type on the Common Elements, or in or upon his Unit so as to be visible from the Common Elements or any public area except as may be previously and specifically approved in writing by the Board.

3. Interior of Units. No Owner (of two or more adjoining Units or otherwise) may remove any party wall between adjoining Units for any purpose whatsoever. In the event that an Owner of two or more adjoining Units wishes to create a door or other aperture in a party wall between any such adjoining Units, such door or aperture must be made through a designated structural area, and, prior to creating such a door or other aperture, the Owner shall obtain written approval from the Board of Directors of the Association as to the location, size and specifications and shall demonstrate Owner's ability to pay for same. In the event a door or other aperture is created in any party wall pursuant to the terms hereof, all assessments, voting rights and the share of Common Elements shall be calculated as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that two or more Units are used as one, to the intent and purposes that the Owner of such Units shall be treated as the Owner of many Units as are being used as one. In the event of subsequent sale by the Owner of less than the Units between which a door or other aperture has been created, the door or other aperture shall be removed, and the party wall shall be restored to its original condition, at the Owner's expense prior to consummation of the sale and conveyance of fee simple title to the new Owner. In no event shall any Unit be divided into less than one (1) Unit. Prior to such removal and restoration, the Owner shall obtain written approval from the Board of Directors of the Association as to the location, size and specifications and demonstrate Owner's ability to pay for same. Such approval shall not be unreasonably withheld.

4. Utilities. Each Owner shall maintain, repair and replace as necessary at his sole expense, and with minimum interference with other Unit Owner's Units or business operations all ducts, conduits, piping, wiring, appliances, fixtures and other facilities located within the Unit.

his Unit which furnish Utility Services to any part of his Unit or located without his Unit which Utility Services solely to a part of his Unit; provided, however, that all such maintenance, repair or replacements shall be done by contractors approved by the Association. There shall be separate water meters and separate electrical meters, or sub meters, for each Unit, and each Unit shall be responsible for extending all Utility Services from the Common Elements to the interior of his respective Unit. If sub meters are used to measure utility consumption for any Unit, the Owner shall pay the Association for the cost of consumption, maintenance of the submeters and administrative costs of billing.

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5. Access by Association. Each Owner acknowledges and recognizes that any officer or agent of the Association shall have the irrevocable right to have access to any Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom or at any time as may be necessary for emergency repair thereof to prevent damage to another Unit or the Common Elements.

6. Common Elements. No Owner shall make any alteration in, or addition to, or removal from, the Common Elements; remove any portion thereof; or make any additions thereto. No Owner shall do anything which may jeopardize or impair the safety or soundness of the Condominium Property or which, in the opinion of the Board, may detrimentally affect the aesthetic appearance or architectural design of the Condominium Property. Any alteration or addition to the Common Elements by an Owner shall be deemed to affect detrimentally the aesthetic appearance or architectural design of the Condominium Property, unless the Association consents in writing thereto in writing.

7. Reports to the Association. Each Owner shall promptly report to the Association any defect of the Condominium Property in need of repair of which the Owner has knowledge and which the Association is responsible to maintain and repair.

8. Liability for Damage. Each Owner shall be liable to the Association for any damage caused by Owner or any family member, guest, licensee, invitee, customer, contractor, officer, employee, or contractor of Owner to the Common Elements or any part thereof, and the Owner shall be liable for all costs and expenses incurred by the Association in repairing or replacing any Common Element damaged by Owner or by any of the above individuals for whose actions the Owner is responsible.

B. By The Association. The responsibility of the Association shall be as follows:

1. Common Elements. Except as provided in Section A hereof, the Association shall, at its expense, maintain, repair and replace as necessary all of the Common Elements; all exterior wall surfaces of the Condominium Property; and all ducts, conduits, wiring, appliances, fixtures and other facilities not located within a Unit and which furnish Utility Services to more than one Unit, and all property owned by the Association.

C. Alteration and Improvement. There shall be no material alterations or substantial additions to the Common Elements or Limited Common Elements, except as they are authorized by the Board of Directors. The cost of the foregoing shall be assessed as a Common Expense of this Condominium. Where any alterations or additions as aforescribed are made exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, the cost of such alterations or additions shall be charged against and collected solely from the Unit Owner(s) exclusively or substantially exclusively benefiting, and the charge shall be levied in proportion as may be determined as fair and equitable by the Board of the Association.



15. **INITIAL FINISHING OF UNIT INTERIORS.** The plan of development Condominium Property contemplates that Developer may sell certain or all Units with the interior unfinished, and that each Owner of such a Unit will finish the interior of his Unit, including extension of all Utility Services from the Common Elements to the interior of his respective Unit. In connection with the foregoing, Developer and the Board shall have the right, but not the obligation, to approve all plans and specifications for construction, completion and finishing of Units and to approve all contractors and subcontractors engaging in such construction and finishing. Without limiting the foregoing, all plans and specifications must comply with all applicable laws, ordinances and building codes and include such other additions or improvements necessary or appropriate for the particular purpose for which the Units are to be occupied, and all contractors and subcontractors must be duly licensed. In the event the Board determines that it requires Board approval of all plans and specifications, then such Board review shall be limited to such matters as the Board may deem necessary, in its sole and absolute discretion. The Board shall incur no liability by virtue of its approval or non approval of the proposed plans and specifications. The Board shall in no event be deemed responsible for any aspect of the design, construction or installations of the proposed improvements.

16. **DEVELOPER'S MAINTENANCE GUARANTEE.** The Developer has guaranteed that the regular monthly or quarterly Assessments (as the case may be) for Common Expense of the Condominium imposed upon the Unit Owners other than Developer shall not increase during the term of the Developer's maintenance guarantee.

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amount set forth in the initial Estimated Operating Budget of the Association commencing recording of this Declaration in the Public Records of Miami-Dade County, Florida and ending date that is six (6) months from the date of recording of this Declaration in the Public Records of Miami-Dade County, Florida, ("Initial Guarantee Period"). During the Initial Guarantee Period, the Developer will not be required to make payments for regular monthly or quarterly Assessments (as the case may be) attributable to Units owned by the Developer, but, instead, will be obligated to pay any amount of Common Expenses incurred during that period and not produced by the monthly or quarterly Assessments (as the case may be) at the guaranteed level receivable by the other Unit Owners. The foregoing provisions are pursuant to Section 718.116(9) (a), Florida Statutes. After the Initial Guarantee Period, the Developer shall have the option to extend the guarantee set forth in this Paragraph for one (1) or more consecutive additional three (3) periods as the Developer shall determine at its sole option, commencing at the expiration of the Initial Guarantee Period. Notwithstanding the foregoing, if the Developer-controlled Association maintained all insurance coverage's required by 718.111(11)(a), Florida Statutes, the common expenses incurred during the Initial Guarantee Period or any extension thereof resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, shall be assessed against all Unit owners owning Units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to Units owned by the Developer.

The provisions of this Paragraph 16 are paramount to and superior to the provisions of Paragraphs 13 and 18 of this Declaration as to the matters set forth in this Paragraph.

17. **CONDOMINIUM WORKING CAPITAL FUND.** A contribution to the working capital fund in the sum of two (2) times the monthly Assessment amount, shall be payable by the purchaser of each Unit to the Developer at the time of closing. This contribution is not to be considered as advance maintenance payments or funds of the Association, but rather as the purchaser's share of the initial expenses of the Condominium itself, such as advance insurance premiums, utility deposits, permits and licenses. In addition to the above, the Condominium working capital fund may be used for the purposes of emergency needs, initial items and non-recurring capital expenses. Although contributions to the Condominium working capital fund shall be made by each initial purchaser of a Unit to the Developer, all Condominium working capital fund contributions not previously expended by the Developer for any of the foregoing items, or reimbursed by the Developer for previous expenditures for any of the foregoing items, shall be turned over to the Association at such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association.

18. **ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION.** Common Expenses shall be assessed against each Condominium Parcel as provided in Paragraph 11 of this Declaration.

Assessments and installments that are unpaid for over ten (10) days after due date may, at the discretion of the Board of Directors, be subject to an administrative late fee in an amount equal to the greater of (i) Twenty-Five Dollars (\$25.00), or (ii) five percent (5%) of each delinquent installment of the Assessment, for each month any installment is delinquent, and/or bear interest at the rate of eighteen percent (18%) per annum from the due date until paid.

The Board of Directors of the Association may take such action as they deem necessary to collect Assessments, by personal action or by enforcing and foreclosing its lien. The Board may settle and compromise same if in the best interest of the Association. The delinquent Member shall pay all costs, including reasonable attorney's fees, incidental to the collection of Assessments or enforcement of such lien. Further, if the Condominium Parcel Owner remains in possession of the Unit after a foreclosure judgment have been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The Association shall be entitled to bid at any sale held pursuant to suit to foreclose an Assessment lien and to apply against said bid sums due the Association the Assessments, interest and collection costs.

In addition to the foregoing rights of the Association, the Association shall have the right, in the event of a Unit Owner's default in the payment of Assessments, to accelerate the remaining installments of the Assessment, as provided in the By-Laws.

As to the priority between the lien of a recorded mortgage and the lien of the Assessment, the lien for Assessments shall, subject to the further terms and conditions

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Paragraph 18, be subordinate and inferior to any recorded first mortgage regardless of when Assessment was due, but not to any other mortgage.

If the mortgagee of a first mortgage of record, or its successors or assigns, acquire title to the Condominium Parcel as a result of the foreclosure of the first mortgage, or by deed of such foreclosure, such first mortgagee's liability is limited to the lesser of (i) the Unit's Common Expenses and regular periodic assessments which accrued or came due during the months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt, as particularly set forth in Section 718.116, Florida Statutes. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid shares of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Owners of Condominium Parcels in the Condominium.

In furtherance of said grant of authority to the Association to make, levy and collect Assessments to pay the cost and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the Owners of all Units, to wit:

A. In accordance with Section 718.112(2)(f), Florida Statutes, the Board shall establish an annual budget, in advance, for each fiscal year, and such budget shall provide for the expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium. Should the Board of Directors of the Association determine, in the sole discretion of said Board of Directors, that the Assessments levied may prove to be insufficient to pay the costs of operation and management of the Condominium in the event of emergencies, said Board of Directors shall have the authority to levy such additional Assessment or Assessments as it may deem to be necessary.

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

C. The payment of any Assessments or installment thereof due to the Association shall be in default if such Assessments, or any installment thereof, are not paid to the Association on or before the due date for such payment. The obligation of each Owner to pay his or her share of any Assessment shall arise at such time that said Assessment is included in the corresponding budget is adopted by the Board; any invoice or other statement of Assessment due to the Association may be sent to each Owner from time to time with respect to any adopted Assessment. The Association is for convenience purposes only, and failure of the Association to deliver any such invoice or statement to any Owner, or failure of any Owner to receive any such invoice or statement, shall not relieve or release said Owner from his, her or its obligation to pay his, her or its share of the

relieve or release said Owner from his, her or its obligation to pay his, her or its share of the Assessment.

D. The Owner or Owners of each Condominium Parcel shall be personally and severally, as the case may be, to the Association for the payment of all Assessments regular or special, which may be levied by the Association when such party or parties are Owners of a Condominium Parcel in the Condominium. In the event that any Owner or Owners in default in payment of any Assessments or installment thereof owed to the Association, Owner or Owners of any Condominium Parcel shall be personally liable, jointly and severally, for charges and interest on such delinquent Assessments or installment thereof as above provided.

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for all costs of collecting such Assessments or installment thereof and interest thereon, including reasonable attorney's fee, whether suit be brought or not.

E. No Owner of a Condominium Parcel may exempt himself from liability for Assessments levied against such Owner and his Condominium Parcel by waiver of the enjoyment of any of the Common Elements, or by abandonment of the Condominium Parcel in any other way.

F. Recognizing that the necessity for providing proper operation and management of the Condominium entails the continuing payment of costs and expenses the payment of which results in benefit to all of the Owners of Condominium Parcels, and that the payment of the Common Expense represented by the Assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the Owner of each Condominium Parcel, the Association is hereby granted a lien upon such Condominium Parcel, which lien shall secure and does secure the monies due for all Assessments now or hereafter levied against the Owner of each Condominium Parcel, which lien shall also secure interest, if any, which may accrue on the amount of any delinquent Assessments owing to the Association, and which lien shall also secure all costs, including a reasonable attorney's fees, which may be incurred by the Association in enforcing this lien upon said Condominium Parcel. The lien granted to the Association shall be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. In addition, if the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable amount of the rent of the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The lien granted to the Association shall further secure such advances for taxes, and payments on account of such advances, mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest on such advances at a rate of eighteen percent (18%) per annum on any such advances made for such purpose by any persons, firms, corporations or other entities who shall acquire, by whatever means, any interest in the ownership of any Condominium Parcel, or who may be given or acquire a mortgage, or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Parcel expressly subject to the Association's lien rights.

G. Except as hereinafter set forth, the lien herein granted unto the Association shall be effective from and shall relate back to the recording of this Declaration in the Public Records of Miami-Dade County, Florida. However, as to first mortgagees of record, the lien shall be effective from and after recording of a claim of lien in the Public Records of Miami-Dade County, Florida. The claim of lien shall state the description of the Condominium Parcel encumbered thereby, the name of the record Owner, the name and address of the Association, the amount of the claim and the due dates. Notwithstanding the foregoing, no lien shall continue for a period longer than one (1) year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced. Such claims of lien shall include only Assessments which are due and payable.

the lien is commenced. Such claims of lien shall include only Assessments which are due and payable which may become due prior to the entry of a final judgment of foreclosure, plus interest, costs and attorney's fees, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the claim shall be satisfied of record.

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

In the event that a Condominium Parcel is to be leased, sold or mortgaged, at the time when payment of any Assessments against the Owner of said Condominium Parcel is due to the Association, such Condominium Parcel shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage, or proceeds shall be applied by the lessee, purchaser or mortgagee first to payment of any delinquent Assessments or installments thereof due to the Association before the payment of any other sums.

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rent, proceeds of purchase or mortgage proceeds to the Owner of any Condominium Parcel, and the Association shall be responsible for payment of such delinquent Assessments.

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

In any voluntary conveyance of a Condominium Parcel, other than a conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with grantor for any unpaid Assessments against the grantor or due from the grantor for the period prior to the conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

Institution of a suit at law to attempt collection of the payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking by foreclosure to enforce the collection of any sums still owed to the Association. No proceeding by foreclosure to attempt to effect such collection shall be deemed to be an election precluding the institution of suit at law to attempt collection of any balance then remaining.

## 19. INSURANCE.

### A. Insurance Coverage.

1. Owners. The Owner is responsible, at Owner's expense, for purchasing public liability insurance for accidents occurring in his Unit, liability insurance for the Owner's personal liability, for acts or omissions of the Association, casualty insurance for the contents of the Unit, and personal property located in his Unit, flood, and business interruption insurance. All insurance shall be in such amounts, and such form and content and provided by such insurance carrier as the Association may from time to time, by regulation promulgated by the Association or its designee may elect in its sole discretion to review and approve or disapprove.



coverage's; provided, however, that all such policies shall contain waivers of subrogation and shall not affect or diminish the liability of the carriers issuing insurance obtained by the Association. The Association and its management company shall be named as an additional insured under each liability insurance policy maintained by each Owner. Each Owner will provide the Association with certificate (s) evidencing all of the aforesaid insurance coverage's upon request by the Association from time to time.

2. Hazardous Material. Owners shall comply with the requirements of all laws, orders, ordinances, and regulations of all governmental authorities and shall not use the Unit or the Common Elements in such manner as to constitute a violation of the same, and shall not bring or permit to be brought or kept in its Unit or in or on the Common Elements, any inflammable, combustible, or explosive fluids, material, chemicals or other substances, or permit any such substances unless expressly authorized by the Declaration, or permit any unusual or objectionable vibrations to permeate from the Unit, or do or permit any act upon the Unit which might subject the Owner or the Association to any liability or responsibility for injury to any person or damage to any property by reason of any business or operation being carried on in the Unit. Owners shall comply with all rules, orders or requirements of the local or National Board of Fire Underwriters, Insurance Rating Organization and other similar body or bodies having jurisdiction, and shall not permit or bring or keep anything in the Unit which shall increase the rate of fire insurance on the building of which the Unit is a part or on the property kept therein, or on any other Units, and if an Owner fail to do so, Owner shall reimburse the Association on demand as an additional charge and as a special charge against its Unit for the increase on all insurance premiums then payable and which shall be charged because of such violation by Owner.

3. Association. The Association shall use its best efforts to obtain and maintain policies of insurance for the purpose of providing the following insurance coverage without limiting the foregoing, such other coverage as the Board determines to be necessary and appropriate. Premiums for all such insurance policies and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common Expenses. The Association will not obtain or pay for the insurance coverage set forth in Paragraph 19A (1) above.

(a) A "master" or "blanket" policy of property insurance covering the full replacement amount equal to the then full replacement cost (exclusive of land, foundation, excavation and

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items normally excluded from such coverage) of the Common Elements, an inflation guard endorsement, and such other endorsements as are deemed necessary or appropriate by the Association, including, without limitation, coverage to afford protection against the following:

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, vandalism, malicious mischief, windstorm, and water damage; and

(ii) Such other risks as shall customarily be covered with respect to property similar to such improvements in construction, location and use.

(b) A comprehensive policy of public liability insurance covering the Common Elements, in such amounts and in such form so as to cover all claims for personal injury and/or property damage arising out of a single occurrence, coverage for protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to areas similar in construction, location and use.

(c) Flood insurance covering the Common Elements and

under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the maximum amount of flood insurance available under such program.

(d) Adequate fidelity coverage to protect against dishonest acts of the part of the officers, directors and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of a fidelity policy which shall name the Association as an obligee and which shall contain waivers of any claim based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(e) Workers' Compensation to meet the requirement of applicable Law.

(f) Director's and Officer's Liability Insurance.

B. **Insurance Policies.** The policies of insurance obtained pursuant to Paragraph 19(A) hereof shall be subject to the following provisions:

1. Subject to the provisions of Paragraph 19(F) (3) hereof, the Board shall determine, in its sole discretion, the insurers, the policy limits, and the coverage of the substantive provisions of such policies. All property hazard insurance policies obtained by the Association will, at the Board's option, name the Insurance Trustee (hereinafter defined) as the insured under such policy or policies for the benefit of the Owners and the mortgagees of the Units as their respective interest may appear, or the name of the Association as the party insured if the Board determines not to utilize the Insurance Trustee, and the original or a true copy of each policy shall be held in the office of the Association.

2. To the extent practicable and obtainable at reasonable cost, such policies shall provide that they shall not be brought into contribution with insurance policies obtained by Owners or their mortgagees; that coverage shall not be prejudiced by any act or neglect of the Owners or of the Association or by failure of Owners or the Association to comply with any warranty or condition of which they have no notice or with regard to any portion of the Condominium Project over which they do not have control; that coverage may not be cancelled (including cancellation for non-payment of premium) or substantially modified without at least thirty (30) days prior written notice to any and all insured's named thereunder; and all such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Owners, and their respective agents, employees or tenants.

C. **Approval by Institutional First Mortgagee.** Notwithstanding any provision to the contrary in Paragraph 19 to the contrary, the Institutional First Mortgagee holding the highest lien indebtedness secured by a first mortgage or first mortgages encumbering a Unit or Units shall have the right to approve the form of such insurance policies; the nature and extent of the coverage of such policies and endorsements; the amounts thereof; the company or companies which shall provide such insurance; the designation of an Insurance Trustee if the Board elects to utilize one;

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one, and if applicable, the designation of a successor Insurance Trustee; which approvals will be given as soon as practicable, but not unreasonably delayed or withheld.

D. **Mortgagee.** In the event of any damage to the Condominium Property, the first mortgagee of a Unit shall have any right to participate in the determination of whether the damaged property shall be rebuilt, and no mortgagee shall have the right to require that any insurance proceeds held by the Association or the Insurance Trustee, as the case may be, be applied to the rebuilding of the property.

repayment of the loan made by such mortgagee.

E. Insurance Trustee. The Board may, in its sole discretion, design an insurance trustee (the "Insurance Trustee") to act as the Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a federal or state commercial bank, savings and loan association, or trust company which is authorized to do business in the State of Florida and has an office in Miami-Dade County, Florida, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank, association or company. All policies of casualty insurance purchased by the Association shall, if applicable, be deposited with the Insurance Trustee upon the written acknowledgement by the Insurance Trustee that such policies and any proceeds thereof shall be held in accordance with the terms of this Declaration. Such policies shall provide that all insurance proceeds payable on account of loss or damage to insured property shall be payable to the Insurance Trustee or the Association (if there is no Insurance Trustee), and the Insurance Trustee, if any, may deduct from such insurance proceeds a reasonable fee for its services as Insurance Trustee, the amount of which shall be determined by the designation of the Insurance Trustee, if any. The Insurance Trustee, if any, shall not be liable in any manner for the payment of any premiums on any policies of insurance, the renewal of any policies, the sufficiency of the coverage of any such policies, or failure to collect any insurance proceeds under any such policies. The Board is hereby irrevocably appointed agent and attorney-in-fact for each Owner to adjust all claims arising under insurance policies purchased by the Association in which Owners have or may have an interest.

F. Destruction of Improvements.

1. General. The Insurance Trustee, if there be one, and if there is no Insurance Trustee, the Association, shall receive any and all proceeds from the insurance policies held by it and shall hold such proceeds in trust for the Association, Owners and mortgagees of Units under the terms set forth in this Paragraph 19(F).

2. Damage Solely to Units. In the event the Insurance Trustee or the Association, as the case may be, receives insurance proceeds for damage solely to a Unit or Units, without any loss to any of the Common Elements, the Insurance Trustee or the Association shall immediately apportion and pay all proceeds received as a result of such damages directly to the Owner or Owners, and, if any, mortgagees of the Units so damaged as their interests may appear, in accordance with the relative proportion of damage sustained by each of the Units, if there be more than one Owner or mortgagee.

3. Obligation of Owners. It shall be the duty and obligation of Owners of damaged Units, whether or not such Owners received adequate insurance proceeds, to restore their Units at their expense to the standard and condition required to be maintained under this Declaration. In order to provide repair or restoration of a Unit upon the failure of an Owner to make a required repair or restoration, Owners are subject to a specific damage assessment. The balance of funds required in order to repair or restore the Unit. Such specific damage assessment shall be assessed and collected by the Association pursuant to and in the manner set forth in Paragraph 18 of this Declaration.

4. Determination by the Board. The Board shall determine whether a Unit or Common Elements or both have suffered damage insured against under any policies of insurance held by the Insurance Trustee or the Association, as the case may be, the relative damage suffered by the Common Elements and Units, and the relative damage sustained among Units. Notwithstanding any provision in this Declaration to the contrary, in the event this Declaration provides that the Insurance Trustee or the Association is to turn over any insurance proceeds to Owners or mortgagees of Units, the Board may elect and direct in lieu thereof to retain and utilize such insurance proceeds to make any required repair and restoration of damaged Units.

5. Damage to Common Elements or Common Elements and Units.

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(a) Allocation of Proceeds. In the event that the Insurance Trustee or Association receives insurance proceeds for damage to Common Elements and then such proceeds shall first be applied to repair and restore damaged Common Elements; remaining proceeds, if any, shall then be apportioned and paid in accordance with the provisions of Paragraph 19(F)(2) hereof. Any deficiency in proceeds to repair damaged Common Elements shall be treated in accordance with Paragraph 19(F)(5)(d) hereof. In the event there is any deficiency in proceeds to repair damaged Units, then proceeds available to repair damaged Units shall be apportioned and paid directly to the Owners and, if any, mortgagees thereof, as their respective interests may appear, in accordance with the relative proportion of damage sustained by each Unit.

(b) Insurance Proceeds of \$250,000.00 or Less. In the event the Insurance Trustee or the Association, as the case may be, receives insurance proceeds in an amount equal to or less than Two Hundred and Fifty Thousand Dollars and No/100 (\$250,000.00) for damage to Common Elements or to Common Elements and Units, then the Insurance Trustee or the Association, as the case may be, shall pay the proceeds received as a result of such loss directly to the Association, and subject to Paragraph 19(F)(5)(d) hereof, the Association shall promptly cause the necessary repairs to be made.

(c) Insurance Proceeds Greater than \$250,000.00. In the event the Insurance Trustee or the Association, as the case may be, receives insurance proceeds in an amount greater than Two Hundred and Fifty Thousand Dollars and No/100 Dollars (\$250,000.00), then the Insurance Trustee or the Association, as the case may be, shall hold in trust all such insurance proceeds with respect to such damage and, subject to Paragraph 19 hereof, shall distribute such proceeds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstructing the damaged Common Elements so that such estimates and bids are sufficient to rebuild and reconstruct all of such damaged property.

(ii) The Association shall then enter into a construction contract with a general contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association. The Insurance Trustee or the Association, as the case may be, shall disburse insurance proceeds and any other funds held by the Insurance Trustee or the Association under Paragraph 19(F)(1) hereof to such contractors or subcontractors in accordance with the provisions for payment contained in such construction contract; provided, however, any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee or the Association any paid bills, architects or engineers certificates, waivers of liens, or affidavits of completion be required under the construction contract, by law, or reasonably requested by the Board of Institutional First Mortgage.

(d) Special Assessment for Damaged Common Elements. In the event that the insurance proceeds which are received by the Association under Paragraph 19(F)(5)(b) hereof or which are held by the Insurance Trustee or the Association under Paragraph 19(F)(5)(c) are, for any reason whatsoever, insufficient for the repair of all of the damaged Common Elements which gave rise to such proceeds, the Board shall hold a special meeting to determine a Special Assessment upon the Units to obtain the necessary funds to repair and restore the damaged Common Elements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment upon the respective Units setting forth the date or dates of payment of the same, and any and all payments received from Owners pursuant to such Special Assessment shall be delivered to the Association or the Insurance Trustee, whichever is to hold the insurance proceeds with respect to such damage. Notwithstanding the foregoing, in the event the total amount of such Special Assessment is in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00), and the Units which are subject to two-thirds (2/3rds) of the aggregate of such Special Assessment advance their payment to the Association in writing on or before the date for the first payment thereof that they are opposed to such Special Assessment, the Condominium shall be terminated without further agreement. If three-fourths (3/4ths) of the Units Owners agree in writing within ninety (90) days from the date notice of Special Assessment was given to the Unit Owners to the required reconstruction or repair, the available insurance proceeds shall be divided and distributed (an "Insurance Proceed Distribution") by the Association or the Insurance Trustee, whichever is holding such funds, as follows: (i) to the payment of the Insurance Trustee's fee, if there be an Insurance Trustee; (ii) to the removal of all damaged debris, clean-up and sod (if appropriate) on the damaged property;

the Owners; and, then should there be proceeds remaining; (iv) to Institutional First Mortgage their interest appears. Insurance Proceeds Distributions need not be uniform as to each Units, but may be in accordance with such factors as the Board shall consider to be equitable under the circumstances, such as the relative location and use of the damaged Common Elements.

(e) Excess Insurance Proceeds. In the event that after completion of the repair and reconstruction of any damaged Common Elements and after making payment of Insurance Trustee's fee, if there be an Insurance Trustee, any insurance proceeds allocable to the repair of Common Elements remaining in the hands of the Association or the Insurance Trustee shall be divided and disbursed in the manner of an Insurance Proceeds Distribution. In the event any repair of the Common Elements has been paid for by any Special Assessment as to which insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repairs had been first disbursed from insurance proceeds and then disbursed from funds received upon Special Assessment, and any remaining funds held by the Insurance Trustee or the Association up to an amount equal to funds received upon Special Assessment shall be distributed to the Owners.

(f) Plans and Specifications. Reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for such damaged property as originally constructed, previously constructed in accordance with new plans and specifications approved by the Board.

## 20. CONVEYANCES, LEASES, MORTGAGES AND USE OF UNITS.

A. General. In order to assure a community of compatible Owners and to protect the value of the Units, no Owner may convey, transfer (including, but not limited to the transfer of a majority interest in the entity owning the Unit), dispose of, or encumber ("Transfer") his Unit or any part thereof, or any interest herein by sale, lease, mortgage or otherwise, and no Owner shall change the use ("Change of Use") of his Unit (except to the extent permitted under the Paragraphs hereof named "Transactions not Subject to this Paragraph 20"), without approval of the Board, which approval shall be obtained in the manner set forth in this Paragraph 20, and which approval shall be contingent upon the exercise by the Association of the assignable right of first refusal hereinafter described. Failure to obtain the Association's approval for a Transfer or Change of Use of a Unit as provided in this Paragraph 20 shall render such Transfer or Change of Use null and void and of no legal force or effect. The Association shall have the absolute right, in such circumstances, to rescind any deed, encumbrance or other conveyance obtained contrary to the provisions of this section, and shall have the right to purchase the Unit for its assessed value as set by the Miami-Dade Property Appraiser's office for the year of the improper Transfer, less the cost of associated legal fees incurred by the Association. In the case of any unapproved Change of Use, the Association shall have the absolute right to a temporary and permanent injunction against the unapproved use of the Unit without having to post bond which shall be waived by the offending Owner.

B. Notice of Offer to Association. Each and every time an Owner intends to sell, lease or otherwise Transfer his Unit or any part thereof, said Owner (the "Offeror") shall give written notice to the Association of such intention (the "Notice"), together with the name and address of the intended purchaser, lessee or other transferee (the "Intended Transferee"), the terms of the purchase or lease, the proposed use of the Offeror's Unit by the Intended Transferee (the "Proposed Use"), and such other information as the Board may reasonably require, (collectively, the "Offering Information"). In addition, within ten (10) days from the date that such Notice is given to the Association, the Offeror shall complete and submit (or cause his Intended Transferee to complete and submit) to the Association an application for purchase, lease or other Transfer (the "Application") in such form as may be prescribed by the Board at any time, and from time to time, which Application shall provide such information, including the Proposed Use of the Offeror's Unit by the Intended Transferee, as the Board may reasonably require. As consideration by the Association of an

Transfer, the Association shall have the right to collect from the Offeror the sum of One Hundred Dollars (\$100.00) or the maximum amount permitted by law. The giving of such Notice shall constitute a representation and warranty by the Offeror to the Association and any Subsequent Purchaser or Lessee produced by the Board, as hereinafter provided, that the Offer is bona fide in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered to the Secretary of the Association who shall give a receipt therefore.

C. Notice by Association to other Owners. Promptly after receipt of an Offer from an Owner, the Association shall deliver a copy of the Offer to each Owner, if any, whose

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appears on a listing maintained by the Association of Owners (the "Assignee Owners") who have previously delivered written notice to the Association of a desire to be considered as an assignee. The Association's right of first refusal with respect to an Offer to sell or lease a Unit or a part thereof.

D. Acceptance by an Assignee Owner. If an Assignee Owner desires to exercise the Association's right of first refusal with respect to a specific Offer, the Assignee Owner desiring to be so named shall, (i) within fifteen (15) days after receipt from the Association of a copy of the Offer, deliver written notice to the Association that such Assignee Owner shall, if permitted by the Association, enter into a lease, sublease or contract for the purchase of the respective Unit(s) which are the subject matter of the Offer in accordance with and pursuant to all of the terms and conditions of the Offer, and (ii) simultaneously with delivery of such notice to the Association, such Assignee Owner shall make payment to the Association in cash or in a sum of money equal to the amount paid to the Offeror under the Offer as an earnest money deposit, security deposit or prepaid rent, if any.

E. Selection of an Owner. The Association shall designate, as the assignee to exercise the Association's right of first refusal, the Assignee Owner giving a timely required written notice and payment of escrow monies under the foregoing Paragraph 20(B) whose Unit is located adjacent to the Unit that is the subject of the Offer. If there is more than one (1) Unit adjacent to the Unit that is the subject of the Offer provided, in any such event, such Unit Owner is not delinquent in payment of their Assessments, then the Assignee Owner to be designated as the assignee to exercise the Association's right of first refusal shall be determined from among the Assignee Owners owning adjacent Units by lot. If none of the Assignee Owners giving the required written notice to the Association owns a Unit adjacent to the Unit that is the subject of the Offer, then the Association shall designate as the Assignee Owner, the Assignee Owner whose written notice stating a desire to be considered as an assignee as to future offers was received by the Association earlier than any or all other Assignee Owners desiring to be considered as the Association's assignee as to the subject of the Offer.

F. Third Parties. In the event no Owner gives the required written notice and payment of monies under Section 20(B) hereof, then the Association may designate a party other than an Assignee Owner as its assignee or may itself exercise its right of first refusal as to the subject of the Offer.

G. Exercise by Association Itself of Right of First Refusal. In the event the Association determines in accordance with the above provisions to exercise for itself the right to purchase, lease or sublease a Unit or part thereof for which it has the right of first refusal, the Association must first obtain the approval of a majority of the members of the Board. Upon obtaining such approval, the Board may, in order to finance the acquisition, lease or sublease of a Unit, impose a Special Assessment upon all Owners, which assessment shall be a Common Expense enforceable in accordance with the terms of this Declaration. Alternatively, or in addition thereto, the Association may borrow money to finance the acquisition of a Unit; provided, however that such financing may be secured by an encumbrance or hypothecation of any property other than the subject Unit or Units to be acquired by the Association.

H. Association's Election. Within thirty (30) days after receipt of a Notice Offer (which date shall automatically be extended one (1) day for each day after the tenth (10) day following the Offeror's delivery of the Notice pursuant to Section B hereinabove that the Offeror fails to submit to the Association a completed Application), (hereinafter referred to as the "Approval Period"), the Board shall, and shall have the right to, either (i) approve the Offer ("Approval"); disapprove the Offer ("Disapproval"); or (iii) deliver to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Board in the same manner to accept the Offer, which may include, without limitation, the Association itself as Assignee Owner in accordance with the provisions set forth hereinabove, (a "Substitute Purchaser or Lessee"). Any Approval granted or deemed to have been granted by the Board under this Declaration shall apply only to the Intended Transferee named in the initial Offer, and only to the Proposed Use set forth in the initial Application, and shall extend for a period of only ninety (90) days from the date thereof, during which period the Offeror must consummate the sale, lease or transfer upon the terms and conditions set forth in the Offer.

I. Form of Approval. An Approval shall be in writing in recordable form, delivered by the President or Vice President (the "Certificate of Approval") and any Approval or Disapproval shall be delivered to the Offeror and the Intended Transferee named in the Offer. Each and every Certificate of Approval delivered by the Board hereunder shall be recorded in the Public Records Office of Miami-Dade County, Florida. Failure of the Board to grant Approval, notice the Offeror and Intended Transferee of Disapproval, or furnish a Substitute Purchaser or Lessee prior to expiration

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Approval Period (as same may be extended pursuant to the terms of Section H above) shall constitute and be deemed an Approval of the Offer, and the Board shall be required to prepare and deliver a Certificate of Approval to the Offeror and the Intended Transferee of the Offeror named in the Offer.

J. Substitution. In the event the Board delivers the Substitution Notice to the Offeror, the Offeror shall have the following option: (a) if the transaction is a sale, the Offeror shall be deemed to have made the Offer to the Substitute Purchaser, and the Offeror and the Substitute Purchaser shall have not less than thirty (30) days not more than (90) days subsequent to the delivery of the Substitution Notice to consummate the sale of the Offeror's Unit; or (b) if the transaction is a lease, the Offeror may either (i) accept the Substitute Lessee and consummate the transaction within thirty (30) days of delivery of the Substitution Notice, or (ii) reject the Substitute Lessee within thirty (30) days of delivery of the Substitution Notice, which shall then be null and void and of no further force or effect, and Offeror may seek a new lessee and proceed under the terms of this Article. The Offeror shall be obligated to consummate the Offer with the Substitute Purchaser or Lessee, upon terms no less favorable than the terms stated in the Offer. Upon the closing with the Substitute Purchaser or Lessee, the Board shall deliver to the Offeror and Substitute Purchaser or Lessee a Certificate of Approval as to the closing. In the event of a default by the Substitute Purchaser or Lessee of its obligation to close the purchase or lease in the manner required by the terms of this Article and the terms of the Offer, the Board shall deliver a Certificate of Approval to the Offeror as to the Intended Transferee under the Offer. In the event an Owner fails to obtain approval of the Association of any tenant or occupant, the Association shall be entitled to file with the circuit court or other applicable authority, an order requiring such tenant or other occupant to vacate the Unit, Owner shall be responsible for all of the Association's attorney's fees and costs in such action.

K. Form of Leases. In addition to, and not in lieu of, the terms and conditions contained in this Declaration, an Owner shall submit any proposed lease of any Unit(s) to the Association for consideration and approval. Any proposed lease of Unit(s) shall be in writing and shall provide that the lease shall be subject in all respects to approval of the Board and to all the terms and provisions of this Declaration, that any failure by the lessee thereunder to comply with such terms and provisions shall be a default under the lease, that the Association shall have



right, power and authority on behalf of the Owner to commence legal proceedings to cause the lessee to be evicted upon any breach of the lease, and that there can be no assignment of the lessee's rights under the lease and no sublease of the lease without the prior written approval of the Board. The Board shall have the right to require that each lease contain certain uniform provisions including provisions reflecting the foregoing terms and conditions. In the event the Association approves a rental or lease, such approval of a rental or lease shall not release the Owner from its obligation under this Declaration, and either, but not both, the lessee or the Owner shall have the right to use the Common Elements to the exclusion of the other party. In addition, each lessee of a Unit shall be required to place a security deposit, in an amount equal to one (1) month's rent under said lessee's lease of the Unit, into an escrow account maintained by the Association, which said deposit shall protect against damages to the Common Elements or Association property.

L. Transactions not Subject to this Paragraph 20. Notwithstanding any other provisions of this Paragraph 20 or any other provisions in this Declaration to the contrary, the following transactions shall not be subject to this Paragraph 20 and the obtaining of occupancy to a Unit by any of the following means shall not give rise to a right on the part of the Association to approve the transaction or designate a Substitute Purchaser or Lessee:

(i) Family Transaction. A sale, lease, sublease or any Transfer of a Unit under Paragraph 20 hereof, to an Owner's spouse, parents, brothers, sisters, children or any one of them.

(ii) Transaction Between Related Parties. A sale or lease of a Unit between related parties, such as, but not limited to, a sale or lease between (a) individuals who are partners in a partnership in which the individuals are partners; (b) individuals and a corporation in which the individuals are the majority shareholders; (c) a partnership and a corporation whose shareholders are the partners of the partnership; (d) a trust and a partnership, corporation or individuals who are the beneficiaries of the trust.

(iii) Death of Co-Owner or Partner and Continuation of the Business. The sale or lease of a Unit by the death of a co-owner or of a partner in a partnership which is an Owner and the continuation of the business conducted in the respective Unit by the remaining co-owner or co-owners or remaining partners, as the case may be.

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(iv) Institutional First Mortgage. The obtaining by an Institution of a first mortgage of title to a Unit as a result of foreclosure or by deed in lieu thereof, upon which such mortgagee shall have the absolute and unqualified right to sell, lease, mortgage or otherwise transfer or encumber such Unit in any way or manner determined by such mortgagee in its sole absolute discretion without limitation.

(v) Developer as Seller or Lessor. A sale, lease, sublease or Transfer under Paragraph 20 hereof by the Developer.

M. Relevant Factors. Notwithstanding anything contained in this paragraph or any other provision of Paragraph 20 or any other provision in the Declaration to the contrary, any all of the following factors pertaining to the Proposed Use of a Unit, without limitation, may be considered by the Board in determining whether to approve or disapprove a proposed sale, lease, lifetime gift or other Transfer of, or Use Change with respect to such Unit:

(i) the types and strength of odors that will potentially emanate from the Unit;

(ii) the level of noise that will potentially emanate from the Unit;

(iii) the number of employees and/or patrons or invitees, that potentially occupy and/or visit the Unit and the number and frequency of pick ups and deliveries;

(iv) the means of loading or unloading of products that will potentially be used by the Owners or occupants of the Unit and/or their contractors, employees or other persons;

(v) whether the Proposed Use would be in competition with the current business being conducted in any other Unit of the Condominium;

(vi) the proposed purchaser's financial ability to acquire the Unit and to pay the Assessments which become due.

(vii) whether the proposed use by necessity entails possession and use of hazardous substances or entails hazardous operations or conditions as determined by the Association in its sole discretion, or the use will require the Association or Unit Owner to execute instructions suggested or provided by governmental or quasi-governmental authorities regarding the other aspects of the Property.

(viii) whether the Proposed Use will adversely affect the Association's insurance coverage or premiums.

N. Fish and Seafood Products. Under no circumstances may any Unit be used, in whole or in part, for the storage, sale or distribution (whether wholesale or retail) of any other seafood products, any meats, or any other perishable foods. This shall be a covenant running with the Land.

O. Use Change. In the event that any Owner or lessee of a Unit wishes to change, in whole or in part, the use of his Unit or the business conducted therein (a "Use Change"), the Owner or lessee shall first notify the Board in writing of such intended Use Change, and such Use Change must then be approved in writing by the Board, which may withhold such approval on any reasonable basis, including, without limitation, any or all of the factors set forth in this Paragraph 20. In the event the Board fails to provide the Owner or lessee with written notice of the Board's approval or disapproval of the proposed Use Change within thirty (30) days from the date the Board receives such notice thereof, such failure to act shall be deemed to constitute approval of the Use Change by the Board. The Association shall have the right to charge a reasonable administrative fee for its approval.

P. Determination of Quorum and Approval. Notwithstanding any provision to the contrary in the Declaration or the Articles or By-Laws to the contrary, in the event that the Board shall have the right or obligation to make any determination or take any action under this Paragraph 20 regarding any Unit, and if either (i) an Owner of the Unit, or (ii) a shareholder, director or officer of a corporation that is the Owner of the Unit, or (iii) a partner in a partnership or limited partnership that is the Owner of the Unit, or (iv) member or manager in a limited liability company that is the Owner of the Unit,

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(v) a trustee or beneficiary of a trust that is the Owner of the Unit, is a member of the Board, such member of the Board shall not be included in the determination of a quorum of the Board, and such Owner shall have no right to vote as member of the Board in making such determination or taking such action of the Board.

Q. Mortgages. An Owner shall not mortgage his Unit or any interest therein without the written approval of the Board, except to an Institutional First Mortgagee or a prior lienholder as a purchase money mortgage accepted by such Owner as part of the sales price of the Unit.

approval or disapproval or any other mortgage shall be within the sole and absolute discretion of the Board and shall be given, pursuant to the provisions contained in this Paragraph 20, within (15) days of notification by Owner of Owner's intent to mortgage his Unit.

21. **RESTRAINT UPON SEPARATION AND PARTITION.** Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenant thereto whether or not specifically described, including, but not limited to, the Condominium Owner's share in the Common Elements, the Unit, and his Association membership. Notwithstanding the foregoing, exchanges of Parking Spaces between Unit Owners are permitted after turnover of control of the Association, subject to prior approval of the Board. Recognizing that the proper use of a Condominium Parcel by any Owner or Owners is dependent upon the use and enjoyment of the Common Elements in common with the Owners of all Condominium Parcels and upon the ownership of the Common Elements being retained in common by the Owners of Condominium Parcels in the Condominium, it is declared that the percentage of the undivided interest in the Common Elements attributed and/or appurtenant to each Condominium Parcel shall remain undivided and no Unit Owner shall bring any action for partition or division.

22. **COSTS AND ATTORNEY'S FEES.** In any proceeding arising because of a failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, the Articles of Incorporation, rules and regulations adopted pursuant thereto, as said documents and rules and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be awarded by the court. In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the By-Laws, the Articles of Incorporation, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its Board of Directors to employ an attorney in order to ensure that the Unit Owner complies with his said obligation, then in such event the Unit Owner will be obligated to reimburse the Association for the costs of such proceeding and attorney's fees, regardless of whether or not suit may be instituted.

23. **NO WAIVER OF RIGHTS.** The failure of the Developer, or the Association, to enforce any covenant, restriction or other provision of the Declaration, the Articles of Incorporation, the Articles of the Association, the By-Laws or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

24. **ASSIGNABILITY OF RIGHTS OF DEVELOPER.** The rights and privileges reserved in this Declaration and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer in writing to have and exercise such rights, and such rights may be exercised by the nominee or assignee of the Developer and/or exercised by the successor or successors in interest of the Developer and/or the successor or successors in interest or the nominees, assignees or designees of the Developer.

25. **AMENDMENTS.** Except as elsewhere provided otherwise, this Declaration, the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board or by not less than one-third (1/3) of the Members. Directly or indirectly (in writing or by proxy at the meeting considering the amendment may be required) their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than eighty percent (80%) of the entire membership of the Association.

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(2) Not less than ninety percent (90%) of the votes of the membership of the Association; or

(3) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of such agreement and such amendment shall be effective when recorded in the Public Records of Miami-Dade County, Florida.

Proviso: Provided, however:

(4) That no amendment shall be made or be valid which shall in whole or in part prejudice the rights or interests of any Institutional Mortgagee having a mortgage or other lien against any Condominium Parcel without the specific written approval of any Institutional Mortgagees affected thereby.

(5) That no amendment shall be made increasing or decreasing any Owner's percentage of ownership in the Common Elements as hereinabove stated, unless the Owner or Unit Owners so affected and all record Owners of liens thereon, including but not limited to, Institutional Mortgagees, shall join in the execution of the amendment.

(6) No amendment that would limit or reduce the rights of the Developer or be detrimental to the sale of Units by the Developer shall be made or be valid so long as the Developer is the Owner of any Unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing.

(7) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any error in the legal description contained herein, which legal description or descriptions may have been incorrect for any reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as so described by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Miami-Dade County, Florida, which amendment(s) shall expressly describe that legal description which is being corrected (by reference to the Exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or mortgagees of Units in the Condominium whether or not elsewhere required for amendments. As part and parcel of any amendment as provided for in this paragraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether a scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the original legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description as such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.

(8) In the event it shall appear that there is an error or omission in the Declaration or Exhibits thereto, then and in that event the Association may correct such error or omission by an amendment to this Declaration in the manner hereinafter described to effect such correction for the purpose of curing defects, errors or omissions. Such an amendment shall require a vote of approval as provided in Paragraphs 25(A) or 25(B) above but shall require approval in the following manner:

(a) Notice of the subject matter of a proposed amendment to correct a defect, error or omissions shall be included in the notice of any meeting at which such proposed amendment is to be considered.

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



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(i) Not less than thirty-three and one-third percent (1/3%) of the entire membership of the Board and by not less than ten percent (10%) of the entire membership of the Condominium; or

(ii) Not less than twenty-five percent (25%) of the entire membership of the Association; or

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

(c) Any amendment made pursuant to this Paragraph 26 need only be executed and acknowledged by the Developer or the Association and by the parties whatsoever.

(9) Notwithstanding anything to the contrary contained in this Declaration, except for those changes and amendments addressed in Section 718.110(4), Florida Statutes, the Developer reserves the right to change the interior designs and arrangement of all Units and the boundaries between Units, as long as the Developer owns the Units so altered. The alterations as provided for in this paragraph may be horizontally and/or vertically altered between Units. However, no such change shall materially alter the boundaries of the Common Elements, except a party wall between any Units and/or the ceiling and floor between any Units, without amending this Declaration in the manner herein before set forth. If the Developer shall make any changes to the Units, as provided in this paragraph, such changes shall be reflected by an amendment to the Declaration with a survey attached reflecting such authorized alteration of Units and the boundaries between Units (so long as said amendment is not addressed in Section 718.110(4), Florida Statutes). Such amendment need only be executed and acknowledged by the Developer and any holders of Instruments of Mortgage encumbering the said altered Units. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) Unit is concerned, the Developer shall apportion between the Units the shares in the Common Elements appurtenant to the Units concerned together with apportioning Common Expenses and Common Surplus of the Units concerned. Such shares of Common Elements, Common Expenses and Common Surplus shall be duly reflected in the amendment of the Declaration.

(10) Notwithstanding anything to the contrary contained in this Declaration, any amendment which would affect the surface water management system, including, but not limited to, drainage easements, must have the prior approval of the South Florida Water Management District.

(11) In the event of final liquidation of the Association, the assets, both real and personal, of the Association, consisting of the surface water management system, including, but not limited to, drainage easements, shall be dedicated to an appropriate public agency or utility, or devoted to the same purposes, as nearly as practicable, as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, Association, trust or other organization, to be devoted to the same purposes, as nearly as practicable, as those to which they were required to be devoted by the Association.

C. A copy of each amendment shall be certified by the President or the President and Secretary or Assistant Secretary or Treasurer and shall be recorded in the Public Records of Miami-Dade County, Florida.

26. **TERMINATION.** This Condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, this Condominium shall be subject to termination, as provided in Paragraph 19(F) (5) (d) above. In addition thereto, the proposed voluntary termination is submitted to a meeting of the Members of the Association.

pursuant to notice and is approved in writing within sixty (60) days of the said meeting by fourths (3/4) of the total vote of the Members of the Association and by all Institutional Mortgage then the Association and the approving Owners shall have an option to purchase all of the parcels of the other non-consenting Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option. If the option is exercised, the approvals shall be irrevocable. The option shall be exercised under the following terms:

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

B. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the date of mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for the area where the Condominium is located, on the petition of the seller. The expenses of appraisal shall be borne by the purchaser.

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

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

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

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

(1) Upper Boundaries. The upper boundary of a Unit shall be the horizontal surface of the undecorated ceiling slab serving the Unit extended to the vertical boundaries of the Unit.

(2) Lower Boundaries. The lower boundary of a unit shall be the horizontal plane of the upper surface of the unfinished concrete floor slab serving the Unit extended to the vertical boundaries of the Unit.

(3) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical plane of the unfinished interior surface of the block walls bounding the Unit extended vertically to the upper and lower boundaries of the Unit.

(4) Apertures. Where there is an aperture in any vertical boundary, including, but not limited to, windows or doors, the boundary shall be extended at such place so that the boundary at such places shall be coincident with the unfinished surface surrounding the aperture, and shall include items installed within the aperture including, but not limited to, window frames, overhead doors, exhaust fans, entrance or exit doors, or any frames or casings.

(5) General. A Unit shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls surrounding the Unit, nor shall a deemed to include support columns located within the Unit or pipes, wires conduits or other lines running through the Unit which serve any Common Elements or a Unit other than the which such lines are located. A Unit shall be deemed to include interior wall and partitions w contained within the Unit and also the inner decorated or finished surfaces of the perimeter and floors of the Unit, including the plaster, paint or wallpaper thereof.

28. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, Articles of Incorporation, By-Laws and rules and regulations of the Association shall, to the applicable and unless otherwise expressly herein or therein provided to the contrary, be pe and be construed to be covenants running with the Land and with every part thereof and therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the of all or any part thereof, or interest therein, and his heirs, executors, administrators, representatives, successors and assigns, but the same are not intended to create nor shall construed as creating any rights in or for the benefit of the general public. All present and Unit Owners and Occupants of Units shall be subject to and shall comply with the provision: Declaration and the Articles of Incorporation, By-Laws and rules and regulations, as they amended from time to time. The acceptance of a deed of conveyance, or the entering in

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lease, or the entering into of occupancy of any Unit, shall constitute an agreement to the provisions of this Declaration, the Articles, By-Laws and rules and regulations of the Association adopted and ratified by such Unit Owners or Occupant.

29. **RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing and hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weaken the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's Members.

It is understood that certain portions of the Land, from time to time, may be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants, mortgagees, and guests, invitees, employees and the Developer. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which must be reserved for the above-described purposes be subject to the various easements created by this Declaration and all Exhibits attached hereto and that the general reservation herein of said easements shall fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attached to be made herein, then and in such event, any easement, license or right-of-way, not deemed created as aforesaid shall be considered as having been granted directly to the Association 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 of right-of-way.

The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary to carry out any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium Property. The foregoing shall be for the purpose of conducting, dedicating or granting easements to the Association or to the appropriate municipal authority for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

Easements are reserved under, through, across and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. No Unit owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have the right of access to and through each Unit to maintain, repair, replace or install the telephone wiring, telephone equipment, pipes, wires, ducts, vents, cables, conduits and other utility or other service facilities serving the Unit and the Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency.

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

30. **DEVELOPER'S TENANTS.** It is understood and agreed by all parties hereto that certain Units may be occupied by tenants of the Developer under

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agreements heretofore or hereinafter consummated and agreed upon. It is further understood and agreed that any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on an exclusive basis all Common Elements of the Condominium without any cost or expense.

31. **INVALIDATION AND OPERATION.** The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or any provision of this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidity of any portion of any provision containing the conveyance of a Condominium Parcel, whether by judgment, court order, or statute, shall in no way affect any of the other provisions, or the provisions of this Declaration, all of which shall remain in full force and effect.

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

32. **EXECUTION OF DOCUMENTS REQUIRED BY MIAMI-DADE COUNTY, FLORIDA.** The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by or in favor of Miami-Dade County, Florida. Such documents may include, but certainly are not limited to, plats, unity of title agreements, and covenants in lieu of unity of title agreements. To the extent that said documents require the signature of any or all property Owners in this Condominium, or the Association itself, each of said documents shall be executed by and for the Association, and the Association does irrevocably give and grant to the Developer and/or the Association's agent and in his place and stead, full power-of-attorney to execute said documents.

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

34. **APPROVAL AND RATIFICATION.** The Association, by its execution of this Declaration, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached thereto. The Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Unit, and other parties by virtue of their occupancy of the Unit, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration and Exhibits attached thereto.

35. **WARRANTIES.** The Developer does not warrant to the Association or to the Unit Owners the construction of, or any part of, the Condominium Property, Common Elements or any other part of the Condominium. The Developer does not make any warranty or representation, save and except any express written warranties delivered by the Developer in writing to the Unit Owners and/or warranties provided for under the Condominium Act; and any and all implied warranties, including warranties of merchantability and fitness for use, are hereby specifically disclaimed. The Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium Documents and disclosure materials except as specifically set forth in the Condominium Documents. No person shall rely upon any warranty or representation not so specifically made hereon. All estimates of Common Expenses, taxes or other charges are believed to be accurate, and no warranty or guaranty is made or intended, nor may one be relied upon except where specifically warranted or guaranteed.



**36. RULES AND REGULATIONS.**

A. As to Common Elements. The Board may, from time to time, adopt or previously adopted administrative rules and regulations governing the details of the operation, maintenance, management and control of the Common Elements of the Condominium and the facilities or services made available to the Unit Owners. The Board may, from time to time, post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted from time to time, by the Board.

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B. As to Units. The Board may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Units. The Board shall, however, provide that copies of such rules and regulations are furnished to each Unit Owner at the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

C. Rules and Regulations. The rules and regulations shall be deemed in effect from the time they are adopted by the Board and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons for whom they exercise control and supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations the same shall be duly passed by a majority vote or consent of the Board; however, no vote of the membership is required. A declaration of amendment or adoption of a rule and regulation does not require an amendment to the Declaration or the By-Laws. The rules and regulations, in full force and effect as of the date of this Declaration, are attached hereto as Exhibit "F" and made a part hereof as though set out in full. No changes, additions, or amendments of any rule or regulation, shall adversely affect, diminish or limit the rights or interests of the Developer.

37. SALES ACTIVITY AND DEVELOPER'S RIGHTS. Until the date the Developer has completed and sold all the Units within the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assignees) may make such use of the unsold Units and the Common Elements and the facilities within the Condominium until such date as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials, and the maintenance of an administrative office. The Developer may use unsold units as model units or as sales offices for display purposes to prospective purchasers. The Developer shall have the right to use unassigned Parking Spaces for prospective purchasers and such other parties as Developer determines. The sales office personnel, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Developer.

**38. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.**

A. Consent of the Board. No Unit Owner shall make any structural alteration or improvement in or to his Unit without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All requests for approval shall include all plans and specifications for such improvements, together with such other documentation as the Board may determine necessary. All Unit Owners shall comply with the rules and regulations of the Board.

documentation the Board may determine necessary. Unit Owners shall comply with the rules made by the Board, including necessary or appropriate redesign. All structural additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the rules and regulations promulgated by the Association, including, but not limited to, any prohibitions contained therein regarding exterior alterations. 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 liability arising therefrom.

B. Additions, Alterations or Improvements to Developer-Owned Units. The foregoing restrictions of this Paragraph 38 shall not apply to Developer owned Units. Except for changes and amendments addressed in Section 718.110(4), Florida Statutes, the Developer shall have the right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

39. CHANGES IN DEVELOPER-OWNED UNITS. Except for changes and amendments addressed in Section 718.110(4), Florida Statutes, the Developer shall have the right, with the vote or consent of the Association, to (i) make alterations, additions, or improvements, in, to and upon Units owned by Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by combining separate Developer-owned

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into one (1) or more Units, or otherwise (the foregoing combining may be either horizontal or vertical combining of Units; and (iv) reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed for any reason thereof unless the Owners of such Units shall consent thereto and, provided further, that the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this Paragraph may not be added to, amended or changed without the prior written consent of the Developer.

40. RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES. So long as an Institutional Mortgagee or Institutional Mortgagees shall hold any first mortgage upon any Condominium Parcel or Condominium Parcels, or shall be the Owner of any Condominium Parcel or Condominium Parcels, such affected Institutional Mortgagee or Institutional Mortgagees shall have the following rights, upon written request delivered no more than once per year, to wit:

A. to be furnished by the Association with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

B. to be given notice by the Association of the call of any meeting of the Association or membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

C. to be given notice by the Association of any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

D. to be given notice by the Association of any delinquency not cured within sixty (60) days or any default by any Member owning any Condominium Parcel encumbered by a first mortgage.

(cc) copy of any notice by any mortgagee or Institutional Mortgagee, such notice to be in writing and to be sent to the principal office of such Institutional Mortgagee or Institutional Mortgagees, or to the place which it or they may designate in writing to the Association.

E. to be given the opportunity to inspect, upon request, current copies of Declaration, By-Laws and other Condominium Documents relative to the project.

F. to be given notice by the Association of any lapse, cancellation or non-renewal or modification of any insurance policy or fidelity bond maintained by the Association. Further evidence of insurance shall be furnished upon request.

G. to be given notice by the Association of any condemnation loss or casualty loss which affects a material portion of the Condominium or any Unit on which the first mortgage held, insured or guaranteed by an Institutional Mortgagee.

H. to be given notice by the Association of any proposed amendment to the Declaration instruments effecting a change in (i) the boundaries of any Unit or the easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any use of the Common Elements are restricted;

I. to be given notice by the Association of any proposed termination of the Condominium regime.

J. to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it is understood that the Association shall deposit in an escrow depository, a monthly sum equal to one twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other moneys as may be required therefore to the end that there shall be on deposit in said escrow account a sum sufficient to make full payment of such premium or premiums a sum which shall be deposited one month prior to the due date for payment of such premium or premiums. The Insurance Trustee designated by the Association shall designate any Institutional Mortgagee interested in the Condominium to act in such capacity.

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Whenever any Institutional Mortgagee or Institutional Mortgagees desire to exercise the provisions of this Paragraph 40 to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association at its address stated herein with a copy by registered or certified mail addressed to the Institutional Mortgagee who first held a first mortgage encumbering a Condominium Parcel, which notices shall identify the Condominium Parcel or Condominium Parcels upon which an Institutional Mortgagee or Institutional Mortgagees hold any mortgage or mortgages which are held by it or them, and which notice shall designate the place to which notices are to be sent to the Association to such Institutional Mortgagee or Institutional Mortgagees.

41. **DEVELOPER'S RIGHT TO CONTINUE CONSTRUCTION.** Developer reserves an inalienable right to complete the construction of the Condominium notwithstanding that a portion of any Unit has closed title.

42. **EMINENT DOMAIN.**

A. **Special Assessment.** In the event that there is any partial taking of Condominium Property by action in eminent domain, then the Board shall hold a special meeting to consider the same.

determine a Special Assessment upon the Units to obtain the necessary funds to repair and restore the remaining Condominium Property. Upon the determination by the Board of the need for such Special Assessment, the Board shall immediately levy such Special Assessment upon the respective Units remaining after the taking in eminent domain, setting forth the date of payment of the same. Notwithstanding the foregoing, in the event that the total amount of a Special Assessment is in excess of \$10,000.00 for any one Unit, and if any Owner shall advise the Association in writing on or before the date for the first payment thereof that he is opposed to such Special Assessment, then the Board shall call a special meeting of the entire membership of the Association to determine the nature and extent of the repairs and restoration to be made to the remaining Condominium Property and the total Special Assessment to be made therefore. Upon approval by Owners of a majority of the Units remaining after the taking in eminent domain, the Special Assessment shall then be made upon each of the remaining Units in the proportion the Units share Common Expenses after such taking.

B. Easement for Construction of Exterior Units. In the event of any partial taking of the Condominium Property by action in eminent domain and the reconstruction and repair of the remaining Common Elements by the Board, such reconstruction and repair shall include the extent determined necessary by the Board (or as approved by the Owners if and as required by the Association in accordance with the terms of the foregoing Paragraph 42(A)), the construction and installation of exteriors to Units whose exteriors were taken in such eminent domain action. Upon reconstruction and installation, such exteriors shall then be Common Elements, and not part of the remaining Condominium Property. The right to construct and install such exteriors under the Amendment of this Declaration required by Paragraph 42(C) immediately following the taking in eminent domain of the exteriors of the Units shall be and hereby are reserved and declared to be subject to an irrevocable, perpetual, nonexclusive easement running with the Land for the benefit and on behalf of the Association. The right to construct and installation of any such exteriors to a Unit necessary or appropriate as a result of any such taking by eminent domain.

C. Amendment to Declaration. In the event of any partial taking of the Condominium Property by action in eminent domain, then the total number of Units under this Declaration shall be automatically, by such taking, changed to the total number of Units remaining after such taking. The change in total number of Units under this Declaration and the change in the share of Common Elements, Common Expenses and Common Surplus of the remaining Condominium Property under this Declaration after a taking in eminent domain shall be evidenced by an amendment to this Declaration approved and executed solely by a majority of the members of the Association. The Requirements under Paragraph 25 as to the number, percentage or fraction of Owners or Units which must approve any amendment, modification or termination of this Declaration shall be changed to such number, percentage or fraction only of the total number of Owners or Units remaining after the taking in eminent domain of the Condominium pursuant to this Paragraph 42(C) after such taking.

#### 43. MISCELLANEOUS PROVISIONS.

A. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any part of the Common Elements or by the abandonment of his Unit.

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B. Whenever notices are required to be sent hereunder, the same may be posted in a conspicuous place on the Condominium Property or otherwise delivered to Unit Owners either personally or by regular mail (not certified or registered mail) addressed to such Unit Owners at their respective Units in the Condominium, unless the Unit Owner has, by written notice, advised the Association of a different address. Proof of such posting, mailing or personal delivery of the notices shall be given by the affidavit of the person posting, mailing or delivering the notices. All notices required or desired hereunder, or under the By-Laws to the Association, shall be given to the Association.

by personal delivery or sent by certified mail and/or registered mail (return receipt requested national overnight courier to the Association c/o its office at the Condominium or to such address as the Association may hereafter designate from time to time by notice in writing to Owners. All notices to mortgagees of Units and the Developer shall be sent by certified mail receipt requested) to their respective addresses, or as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when postage is applicable), personally delivered or mailed in a postage prepaid sealed wrapper, except not change of address which shall be deemed to have been given when received. Notices required to be given to the personal representative of a deceased Unit Owner or devisee, when there is no personal representative, may be delivered, either personally or by mail, to such party at his address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

C. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or Board from removing or authorizing the removal of any non load bearing party wall between any Units in a manner consistent with good construction practices in order that the said Units might be used together as one integral Unit. In such event, all Assessments, voting rights and the share of the Common Elements shall be calculated as originally designated in the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one Unit for the intent and purposes that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

D. The captions used in this Declaration and Exhibits annexed hereto shall be inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration or Exhibits hereto annexed.

E. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of the Condominium Act shall prevail and shall be deemed incorporated therein.

F. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefore, and whenever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any instrument on behalf of the Association in two separate capacities.

H. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

I. No changes, additions, or amendments of the provisions of this Declaration or any exhibit hereto shall in any way whatsoever adversely affect, diminish, restrict or limit the rights or interests of the Developer.

44. **COMPLIANCE.** Every Unit Owner and occupant of a Unit shall comply with this Declaration, the By-Laws, the Articles and the rules and regulations of the Association as amended from time to time. In addition to all other remedies permitted by this Declaration, the By-Laws, the Articles, the rules and regulations of the Association and/or applicable law, in the discretion of the Board, a fine or fines may be imposed by the Association upon a Unit Owner or occupant of a Unit for failure of a Unit Owner, his family, guests, tenants, invitees and/or occupant of a Unit to comply with this Declaration, the By-Laws, the Articles and/or the rules and regulations of the Association, all as amended from time to time, pursuant to the following procedure:

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A. The Association shall send a written notice to the Unit Owner affording the Unit Owner an opportunity for hearing at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of this Declaration, the By-Laws, Articles and/or the rules and regulations of the Association which have allegedly been violated;
- (iii) A short and plain statement of the matters asserted by the Association.

Said notice shall be sent by first class mail to the address of the Unit Owner on file with the Association and shall be effective upon mailing. As the Unit Owner is responsible for himself, his family, guests, invitees, lessee's and occupants, the Unit Owner shall be responsible to pay any fines assessed without prejudice to the right of the Unit Owner to recover from the actual violator the amounts paid by the Unit Owner.

B. At the hearing, the Unit Owner, or his agent, including the occupant, lessee or guest of his Unit, shall have an opportunity to respond, to present evidence and to make 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.

C. The Association may, in its sole discretion, form a "fines committee" to review said notices and to receive complaints of violations. All hearings must be heard before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

D. Within fourteen (14) days after said hearing, the Association shall render a written decision containing findings of fact and the reasons for its decision, together with the amount of fines assessed, if any, and said decision shall be mailed to the Unit Owner by first class mail, and shall be effective upon mailing. No fine shall exceed the amount of \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall exceed \$1,000.00 in the aggregate. If the Association's decision requires the payment of a fine by the Unit Owner and the Unit Owner does not pay said fine within fourteen (14) days after said decision is mailed, the Association may, pursuant to the Declaration, bring an action against the Unit Owner for the amount of the fine, plus interest, costs and attorney's fees incurred in the enforcement and/or collection of said fine.

E. Nothing herein this Paragraph 44 shall be deemed to limit any remedy, equitable or otherwise, that the Association may have against any person, and the above fines procedure is in addition to any and all other remedies the Association may have against any person. All remedies of the Association are cumulative.

IN WITNESS WHEREOF, I, the Association, has caused these presents to be signed in its name by its officers this 15th day of May 2006.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK. ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Signed, sealed and delivered in  
the presence of:

PARK CENTRE DEVELOPMENT, I  
Florida limited liability company

*Loures Oquendo*  
Witness (As to Both)

By: *[Signature]*  
RALPH MERRITT, JR., Manager

Print Name: Loures Oquendo

*Jessica Perez*  
Witness (As to Both)

By: *Richard Castro*  
RICHARD CASTRO, Manager

Print Name: Jessica Perez

(CORPORATE

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state of Florida, county aforesaid to take acknowledgements, personally appeared RALPH MERRITT, JR. and RICHARD CASTRO, as Managers of PARK CENTRE DEVELOPMENT, LLC, a limited liability company, who are both personally known to me, and who signed the foregoing Declaration, as such Managing Members, and they acknowledged the execution thereof to be their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 15 May, 2006.



My Commission Expires:

*Loures Oquendo*  
NOTARY PUBLIC, State of Florida

PARK CENTER BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, hereby agrees to accept all the benefits and all of the responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration Exhibits attached hereto.

IN WITNESS WHEREOF, PARK CENTER BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 15 MAY, 2006.

Signed, sealed and delivered  
in the presence of:

PARK CENTER BUSINESS PARK  
CONDOMINIUM ASSOCIATION, INC.  
a Florida corporation not-for-profit

*Loures Oquendo*  
Witness (As to Both)

By: *[Signature]*  
RALPH MERRITT, JR., President

Print Name: Loures Oquendo[Signature]  
Witness (As to Both)Print Name: Jessica PerezBy: [Signature]  
MARITZA GONZALEZ, Secretary  
(CORPORATE)

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Page

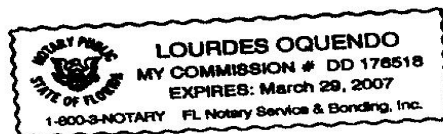
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the aforesaid and county aforesaid to take acknowledgments, personally appeared RALPH MEI JR. and MARITZA GONZALEZ, as President and Secretary, respectively, of PARK CE BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for personally known to me or who have produced \_\_\_\_\_ as identification, who signed the foregoing Declaration, as such officers, and they acknowledged execution thereof to be their free act and deed as such officers, for the uses and purposes mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 15 May, 2006.

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires:



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Page


**JOINDER AND CONSENT OF MORTGAGEE**

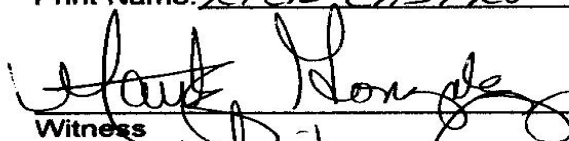
**JOSE A. ORTEGA**, being the holder of that certain Balloon Mortgage and S Agreement, dated November, 2004, filed for record the 23<sup>rd</sup> day of November, 2004, in Records Book 22848, at Page 3587, of the Public Records of Miami-Dade County, Florida, consents to the filing of the foregoing Declaration of Condominium, in accordance with the provisions of Florida Statutes, Chapter 718.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

Print Name: RICK CASTRO

  
\_\_\_\_\_  
JOSE A. ORTEGA

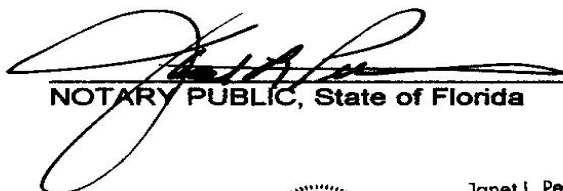
  
\_\_\_\_\_  
Witness  
Print Name: MARIA GONZALEZ

STATE OF FLORIDA       )  
COUNTY OF MIAMI-DADE   )

The foregoing instrument was acknowledged before me this 30 day of June

2006, by JOSE A. ORTEGA, personally known to me or who has provided  
as identification.

My Commission Expires:

  
NOTARY PUBLIC, State of Florida



Janet L. Pet  
MY COMMISSION # DC  
February 5,  
BONDED THRU TROY FAIN

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Page

### EXHIBIT "A"

#### **LEGAL DESCRIPTION OF REAL PROPERTY BEING SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP**

##### **Phase 1:**

Lots 1 and 2, Block 1, of PARK CENTRE BUSINESS PARK, according to the Plat therein recorded in Plat Book 159, at Page 49, of the Public Records of Miami-Dade County, Florida

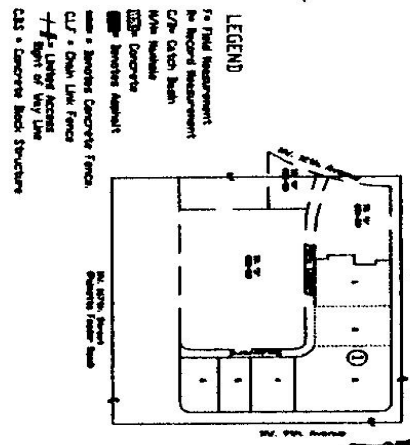


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**EXHIBIT "B"**  
**PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTIONS**  
**OF**  
**"PHASE 1"**





The undersigned, a Licensed Surveyor, duly authorized to practice under the laws of the State of Nevada, hereby certifies that on or of July 26th, 2005 the construction of the improvements described herein is substantially complete, so that the records contained in this Declaration of Completion of Construction of "PLAK CENTRE BUSINESS PARK (PHASE ONE) CONDOMINIUM" containing of 1 sheet, together with the Exhibit "E" consisting of 2 sheets, and the proponent of the Declaration of Completion of Construction of "PLAK CENTRE BUSINESS PARK (PHASE ONE) CONDOMINIUM" is an accurate representation of the location and dimensions of the improvements and so that identification, location and dimension of the common elements of each unit can be determined from these materials.

**NATIONAL FLOOD INSURANCE DATA**  
Community-Flood No.: 120035-00001  
Flood Zone: X  
Base Flood Elevation: N/A ft.  
Firm Date: 7/17/85

Lots 1 and 2 Back 1 of "PARK CENTRE BUSINESS PARK" according to the plat thereof on record in Plat Book 159 of the Public Records of Miami-Dade County, Florida.

**FLORIDA INTERNATIONAL  
LAND SURVEYORS, INC.**  
6350 NW 52ND STREET, SUITE 300-A  
MIAMI, FLORIDA 33149  
PH(305) 499-0900 FAX (305) 499-0573

**SUPPLEMENT NOTES:**

Large description was furnished by client.

Examination of abstract of Title will have to be made to determine record instruments. If any, affecting the property.

Legal description subject to any dedication, easements, restrictions, reservations, or interests of record.

Abstract, if any, upon review are listed upon an assumed value of \$465,351.00 for the South two

of and Lot 2 of the aforementioned plat.

1. HENRY GEORGE that the described **BOUNDARY SURVEY** of the above described property is correct to the best of his knowledge and belief as newly examined under his direction, and make the report of the Abstract Section Standards set forth by the Public Board of Professional Land Surveyors and Engineers in Chapter 61017-6, Revised Administration Code promulgated by Section 472.027 of Florida Statutes

[illegible]

**FLORIDA INTERNATIONAL  
LAND SURVEYORS, INC.**  
8300 N.W. 53<sup>RD</sup> STREET, SUITE 300A, MIAMI, FLORIDA 33166  
Phone: (305) 466-9630

BOUNDARY SURVEY

# BOUNDARY SURVEY

## PARK CENTRE MARKET PLACE CONDOMINIUM

### 300-405 NW PARK CENTRE BLVD

#### MIAMI, FL 33150

DEED NO. 07/26/06

BOOK 07/26/06

PAGE 07/26/06

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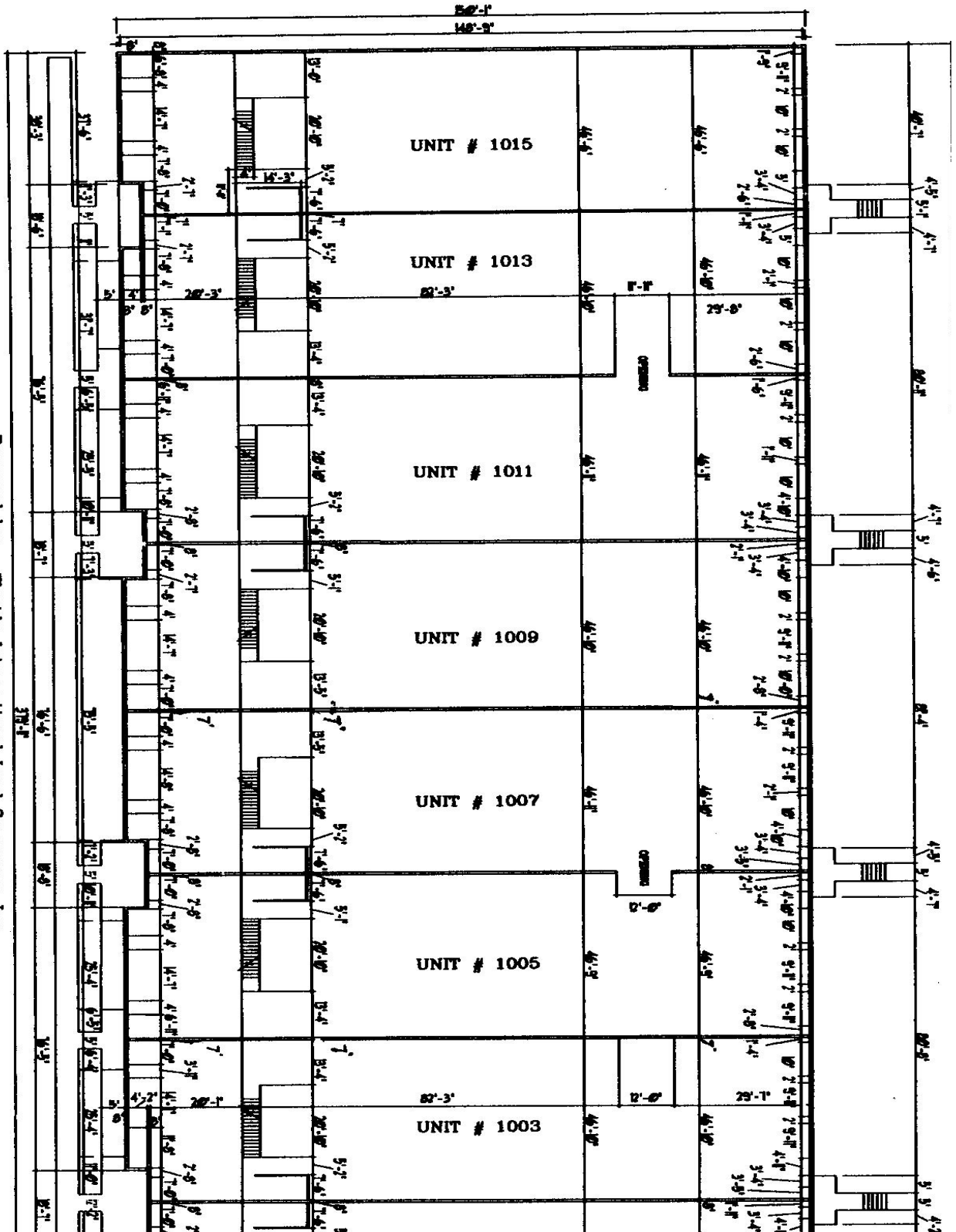
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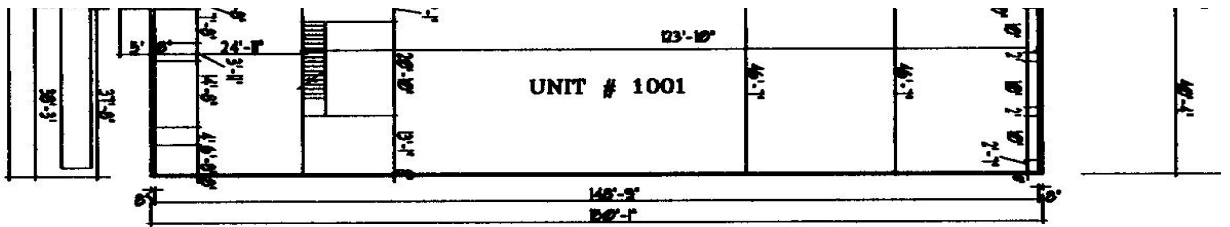
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July 26th, 2006

Prepared by: Florida International Land Surveyors, Inc.  
8300 N.W. 53rd Street Suite 300-A  
Miami, Florida 33166  
Telephone (305) 468-9850



Sheet 1 of 2

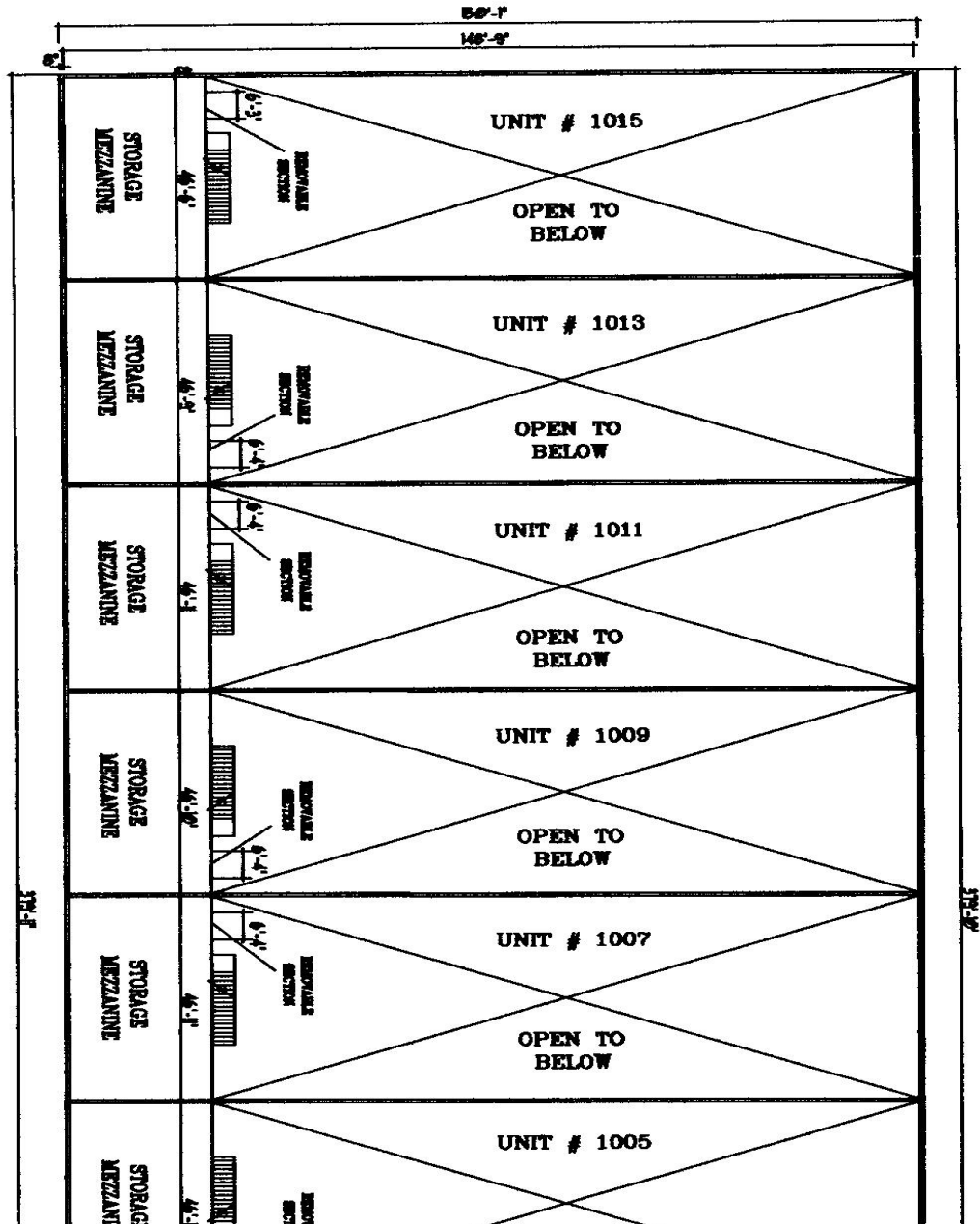


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Page

July 26th, 2006

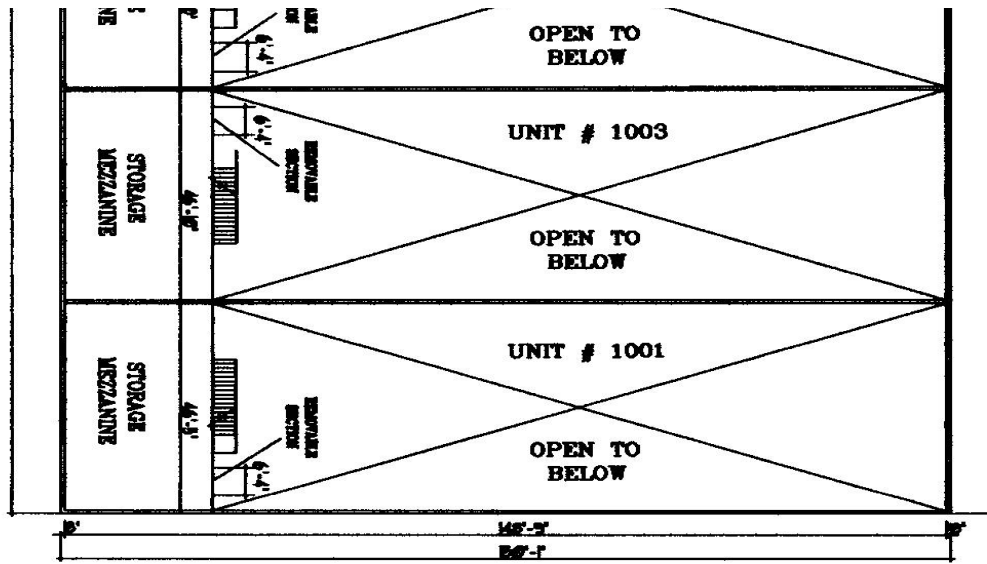


0' 12' 24' 36'  
GRAPHIC SCALE IN FEET

Prepared by: Florida International Land Surveyors, Inc.  
6300 N.W. 53rd. Street Suite 300-A  
Miami, Florida 33166  
Telephone (305) 486-9650



Sheet 2 of 2



Mezzanine Floor

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**EXHIBIT "C"****SHARE OF COMMON EXPENSES,  
COMMON ELEMENTS AND COMMON SURPLUS****UNIT NUMBER****PERCENTAGE %**

1-A  
2-A  
3-A  
4-A  
5-A  
6-A  
7-A  
8-A

The percentage of ownership of the Common Elements and Common Surplus and the responsibility for payment of the Common Expenses has been determined based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium.

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**EXHIBIT "D"****PARK CENTER BUSINESS PARK  
CONDOMINIUM ASSOCIATION, INC.****ARTICLES OF INCORPORATION**

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The undersigned Incorporator, by these Articles, does so for the purpose of forming a profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statute) hereby adopts the following Articles of Incorporation:

**ARTICLE I****NAME**

The name of the Corporation shall be Park Center Business Park Condominium Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association," the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE II****PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") for the operation of that condominium to be known as Park Center Business Park Condominium (the "Condominium") may be established in Miami-Dade County, Florida, and which the developer elects to be governed by the Association. The developer of the Condominium is PARK CENTRE DEVELOPMENT, a Florida limited liability company, and is hereinafter referred to as the "Developer."

**ARTICLE III****DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as they are set forth in the Declaration of Condominium ("Declaration") for the Condominium, and the By-Laws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV****POWERS**

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

4.1 **General.** The Association shall have all of the common law and statutory powers of a not-for-profit Corporation under the laws of Florida that are not in conflict with the provisions of the Articles or of the Act.

4.2 **Enumeration.** The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration which are permitted by the Act) all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, and as they may be amended from time to time, including, but not limited to, the following:

- A. To make and collect Assessments and other charges against Member Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- B. To buy, own, operate, lease, sell and trade both real and personal property may be necessary or convenient in the administration of the Condominium.
- C. To maintain, repair, replace, reconstruct, add to, and operate the Condominium and other property acquired or leased by the Association for use by Unit Owners.
- D. To purchase insurance upon the Condominium and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

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- E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium and for the health, comfort, safety and welfare of the Unit Owners.
- F. To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declaration.
- G. To enforce by legal means the provisions of the Act, the Declaration, the Articles, the By-Laws, and the rules and regulations for the use of the Condominium.
- H. To contract for the management of the Condominium, and to delegate to any party with whom such contract has been entered into all of the powers and duties of the Association except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.
- I. To employ personnel to perform the services required for proper operation of the Condominium.
- J. To enter into agreements with other parties for easements or other arrangements or recreational facilities as the Board of Directors may deem in the best interest of the Condominium.

**4.3 Assets of the Association.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

**4.4 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

## **ARTICLE V MEMBERS**

**5.1 Membership.** The Members of the Association shall consist of all of the Owners of Units in the Condominium; and, after termination of the Condominium, if same occurs, the Members of the Association shall consist of those who are Members at the time of termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and the recordation amongst the Public Records of Miami-Dade County, Florida, of the deed or

instrument establishing the acquisition and designating the Condominium Parcel affected by and by the delivery to the Association of a true copy of such deed or other instrument. The Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the Condominium Parcel designated shall be terminated.

**5.2 Assignment.** The share of a Member in the funds and assets of the Association, its Common Elements and its Common Surplus, and membership in this Association, can be assigned, hypothecated or transferred in any manner except as an appurtenance to the land in which that share is held.

**5.3 Voting.** On all matters upon which the membership shall be entitled to vote shall be only one (1) vote for each Unit. Said votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

**5.4 Meetings.** The By-Laws shall provide for an annual meeting of Members, and shall make provision for regular and special meetings of Members other than the annual meeting.

#### **ARTICLE VI TERM OF EXISTENCE**

The Association shall have perpetual existence.

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#### **ARTICLE VII INCORPORATOR**

The name and address of the incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ralph Merritt, Jr.	9015 N.W. 13th Terrace Miami, Florida 33172

#### **ARTICLE VIII OFFICERS**

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association, and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, fill vacancies, and for the duties of the officers. The names and addresses of the initial officers shall serve until their successors are designated by the Board of Directors are as follows:

<b>President:</b>	Ralph Merritt, Jr. 9015 N.W. 13th Terrace Miami, Florida 33172
<b>Vice President:</b>	Richard Castro 9015 N.W. 13th Terrace Miami, Florida 33172
<b>Secretary/Treasurer:</b>	Maritza Gonzalez 9015 N.W. 13th Terrace Miami, Florida 33172

## **ARTICLE IX** **DIRECTORS**

**9.1 Number and Qualification.** The property, business and affairs of the Association be managed by a board consisting of the number of directors determined by the By-Laws, but shall consist of not less than three (3) directors. Directors do not have to be Members Association.

**9.2 Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when specifically required.

**9.3 Election; Removal.** Directors of the Association shall be elected at the meeting of the Members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

**9.4 Term of Developer's Directors.** The Developer of the Condominium shall appoint members of the first Board of Directors who shall hold office for the periods described in the By-Laws.

**9.5 First Directors.** The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ralph Merritt, Jr.	9015 N.W. 13th Terrace Miami, Florida 33172
Richard Castro	9015 N.W. 13th Terrace Miami, Florida 33172
Maritza Gonzalez	9015 N.W. 13th Terrace Miami, Florida 33172

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## **ARTICLE X** **INDEMNIFICATION**

**10.1 Indemnity.** To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, agent or contractor of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. If, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, in any matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that he is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or



the termination of any action, suit or proceeding by judgment, order, settlement, compromise, a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the did not act in good faith and in a manner which he reasonably believed to be in, or not opposite the best interest of the Association; and with respect to any criminal action or proceeding, he reasonable cause to believe that his conduct was unlawful.

10.2 **Expenses.** To the extent that a director, officer, employee or agent Association has been successful on the merits or otherwise in defense of any action, proceeding referred to in Article 10.1 above, or in defense of any claim, issue or matter then shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

10.3 **Approval.** Any indemnification under Article 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that an indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Article 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 **Advances.** Expenses incurred in defending a civil or criminal action, proceeding may be paid by the Association in advance of the final disposition of such action or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount if it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.5 **Miscellaneous.** The indemnification provided by this Article shall not be construed to be exclusive of any other rights to which those seeking indemnification may be entitled under applicable Law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

10.6 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability if the provisions of this Article.

## **ARTICLE XI** **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be amended, altered, amended or rescinded by the directors and Members in the manner provided in these Articles.

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## **ARTICLE XII** **AMENDMENTS**

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment shall be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at a meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

A. Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

B. By not less than ninety percent (90%) of the votes of the entire membership of the Association.

12.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Articles 3 and 4.4 of Article 4, entitled "Powers," without approval in writing by all Members and the joint approval of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment make any changes which would in any way diminish any of the rights, privileges, powers or options herein provided in favor of or reserved to the developer, or an affiliate, beneficiary or designee of the Developer, unless the Developer shall approve the execution of the amendment. In addition, any amendment which would affect the surface water management system, including, but not limited to, the Intracoastal Waterway, drainage easements and the water management portions of the common elements, must have the prior approval of the South Florida Water Management District.

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

### **ARTICLE XIII** **DISSOLUTION**

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, consisting of the surface water management system, including drainage easements, shall, upon request by the appropriate public agency or utility, be dedicated to the public agency or utility to be devoted to purposes, as nearly as practicable, the same as to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. Such disposition of Association properties shall be effective to divest or diminish any right of any Unit Owner vested in him under the recorded Declaration and deeds applicable to the Condominium, unless made in accordance with the provisions of such Declaration and deeds.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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**ARTICLE XIV**  
**ADDRESS**

The principal place of business of the Corporation shall be located at 9015 N.V. Terrace, Miami, Florida 33172, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE XV**  
**INITIAL REGISTERED OFFICE ADDRESS**  
**AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be located at 4000 Hollywood Boulevard, Suite 375-South, Hollywood, Florida 33021, and the initial registered agent of the Corporation at that address is Jerald C. Cantor, Esq.

**IN WITNESS WHEREOF**, the Incorporator has affixed his signature this \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
RALPH MERRITT, JR., Incorporator

**ACCEPTANCE BY REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE FOREGOING CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE IV OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACCEPT SERVICE IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF THE FLORIDA STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jerald C. Cantor, Esq.  
(Registered Agent)

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

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RALPH MERRITT, JR., to me known to be the individual described in and who executed the foregoing instrument as Incorporator to the Articles of Incorporation of PARK CLAY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and he acknowledged to and before me that he signed and executed such instrument for the uses and purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal in \_\_\_\_\_ county and state last aforesaid, the day and year last above written.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

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**EXHIBIT "E"**  
**BY-LAWS**  
**OF**  
**PARK CENTER BUSINESS PARK CONDOMINIUM ASSOCIATION,**  
**A FLORIDA NO-STOCK, NON-PROFIT**  
**MEMBERSHIP CORPORATION**

**ARTICLE 1**  
**GENERAL**

1.1 **The Name.** The name of the Corporation shall be Park Center Business Park Condominium Association, Inc., hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Corporation shall be at 9013<sup>th</sup> Terrace, Doral, Florida 33172, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **Identity.** In addition to the within By-Laws being the By-Laws of the Association, these by-laws are established pursuant to the Florida Condominium Act, Chapter 718, Statutes ("Act") for the purpose of administering, operating and managing Park Center Condominium (the "Condominium").

1.4 **Definition.** As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Park Center Condominium ("Declaration"). Terms not defined in the Declaration shall have those definitions established by the Act.

**ARTICLE 2**  
**MEMBERSHIP AND VOTING PROVISIONS**

2.1 **Membership.** Membership in this Association shall be limited to Unit Owners of the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall not automatically terminate membership, and the transferee only if and when approved in accordance with the procedures established by the Association, shall then become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a Unit shall be cast by the Voting Member. If Unit ownership is vested in a corporate entity, the corporation may designate an individual officer or employee as its Voting Member. Devoted or its assignee, nominee, designee or successor, as a Unit Owner of unsold Units, shall be deemed a Member of this Association.

2.2 **Voting.** The Unit Owner of each Unit shall be entitled to one (1) vote. If a Unit Owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible. Unless otherwise set forth herein or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") to be cast by the Members in attendance at any meeting having a quorum.

2.3 **Quorum.** Unless otherwise provided in these By-laws, a quorum shall be the presence in person or by proxy of 33-1/3% of the Voting Interests of the Association.

2.4 **Proxies.** Except where otherwise provided by law in the Declaration of Condominium,

Articles of Incorporation or in these By-laws (including, but not limited to Paragraph 4.2) votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to, or at, the meeting at which they are to be used, and shall be effective only for the specific meeting for which or for any adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Where a Unit is owned jointly by a husband and wife, and they have not designated themselves as a Voting Member, a proxy must be signed by both in order to designate

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person as proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to: (i) waive or reduce reserves; (ii) waive financial statement requirements; (iii) amend the Declaration; (iv) amend the Articles of Incorporation or By-laws; and (v) for any other matter for which the Florida Condominium Act requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of Unit Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provision of this Paragraph 2, a Unit Owner may vote in person at Unit Owner meetings.

**2.5 Designation of Voting Member.** If a Unit is owned by one person, his or her vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the Unit's vote shall be designated in a certificate to be signed by all of the record Unit Owners of the Unit. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership or limited partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by a general partner of the said partnership or limited partnership, and filed with the Secretary of the Association. If a Unit is owned by a limited liability company, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by any manager or managing member of the said limited liability company, and filed with the Secretary of the Association. If a Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by any trustee of the said trust, and filed with the Secretary of the Association. The person designated in any such voting certificate shall be known as the Voting Member for the Unit. If a Unit is owned by more than one person or by a corporation, partnership, limited partnership, limited liability company or trust, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until it is revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions shall be applicable:

- A. They may, but they shall not be required to, designate a Voting Member.
- B. If they do not designate a Voting Member, and if both are present at the meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;
- C. Where they do not designate a Voting Member, and only one is present at the meeting, the person present may cast the Unit's vote.

**ARTICLE 3  
MEMBERSHIP AND MEETINGS**

3.1 **Place.** All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board as stated in the notice of meeting.

3.2 **Notices.** It shall be the duty of the Secretary to send by regular mail or deliver notice of each annual or special meeting to each Unit Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Unit Owner meetings shall be posted. Notices shall be mailed to or served at the address of the Unit Owner as it appears on the records of the Association. Proof of posting, delivery or mailing of the notice (if required) shall be established by the affidavit of the person serving the notice and the post office certificate of mailing shall be retained as proof of such mailing. Notice of specific meetings may be waived before or after a meeting.

3.3 **Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held at 5:00 p.m., Eastern Standard Time

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the first Wednesday in December of each year, or at such other time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plural vote (cumulative voting prohibited), and shall transact such other business as may be brought before the meeting.

3.4 **Special Meeting.** Special meetings of the Members for any purpose, otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or by request, in writing, of Voting Members representing forty percent (40%) of the Voting Members. Such requests shall state the purpose of the proposed meeting. Business transacted at special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members Without a Meeting.** Notwithstanding anything herein to the contrary, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members may, to the extent same is lawful, be taken without a meeting, without prior notice and without a vote, if consent in writing, setting forth the action so taken, is signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having more than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization in writing, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 **Order of Business.** The order of business at annual Members' meetings shall be, as far as practical at other Members' meetings, shall be:

A      Calling to order by President or Chairman



- A. Calling to order by President or Chairman;
- B. Appointment of chairman of the meeting by the President or, absence, by a majority of the Board of Directors. The chairman may be the attorney Association or a representative of the Association's management company who will conduct meeting without vote;
- C. Calling of the roll and certifying of proxies;
- D. Proof of notice of the meeting or waiver of notice;
- E. Reading and disposal of any unapproved minutes;
- F. Reports of officers;
- G. Reports of committees;
- H. Appointment of inspectors of election;
- I. Determination of number of directors;
- J. Election of directors;
- K. Unfinished business;
- L. New business;
- M. Adjournment.

3.8 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be a book available for inspection by Unit Owners or their authorized representative and members at any reasonable time. The Association shall retain these minutes for a period less than seven (7) years.

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#### **ARTICLE 4 DIRECTORS**

4.1 **Membership.** The affairs of the Association shall be managed by a Board of three (3) directors. Directors do not have to be Unit Owners or members of the Association.

4.2 **Election of Directors.** Election of directors shall be conducted in the following manner:

- A. Election of directors shall be held at the annual Members' meeting.
- B. The Board of Directors shall be elected by written ballot or machine. Proxies shall not be used in the election of the Board of Directors, either in elections or elections to fill vacancies caused by recall, resignation, or otherwise. Election shall be decided by a plurality of those ballots cast.
- C. Written notice of the scheduled election shall be mailed to each Member at his last known address as it appears on the books of the Association. The first notice of date of the election shall be mailed to each Member not less than sixty (60) days before the election.

scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Unless nominated at a Board meeting as set forth below, any Unit or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

E. Upon the timely request of the candidate as set forth in subparagraph, the Association shall include, with the second notice of election described in subparagraph G below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant to the candidate. The information sheet shall not exceed one side of a sheet which shall be not more than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish a copy of the information sheet to the Association not less than 35 days before the election. The failure of the Association to mail or personally deliver a copy of a timely delivered information sheet to an eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

F. Not less than thirty (30) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the records of the Association a second notice of the election, together with a ballot and a copy of the information sheets timely submitted by the candidates. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the multiple inner envelopes required may be enclosed within a single outer envelope. The voter shall place the exterior of the outer envelope in the space provided for his signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, the ballot may be rescinded or changed.

G. The written ballot shall indicate in alphabetical order by surname the names of all candidates and every Unit Owner or other eligible person who desires to be a candidate for the Board. Only one person who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy, shall be permitted. No ballot shall indicate which candidates are incumbents on the Board. No

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candidates shall be permitted. No ballot shall contain a section providing for the signature of the voter. All ballot forms shall be uniform in color and appearance. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Condominium Act.

H. Any envelopes containing ballots not pre-validated as provided in Paragraph 4.2(l) below shall be collected by the Association and shall be transported to the Association in a secure manner.

location of the election. Either the Board or persons appointed by the Board shall validly process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in Paragraph 4.2(F). At the meeting, ballots not yet cast shall be collected. Next, the signatures and identifying information on the outer envelopes shall be checked against the list of qualified voters, previously verified as set forth in Paragraph 4.2(I) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, the outer envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as the official records of the Association. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

I. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Rule 61B-23.001, Florida Administrative Code.

J. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.

K. The provisions of this Paragraphs 4.2(B) through 4.2(J), inclusive, shall be in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Rule 61B-23.001, Florida Administrative Code. In the event such statute or rule is repealed, the Board shall determine the procedure for elections of directors. In the event said statute or rule is amended, the laws shall be deemed automatically amended to comply with any such changes.

L. The provisions of this Paragraph 4.2 may be amended by a two-thirds (2/3) vote of the total Voting Interests to provide for different voting and election procedures.

M. Notwithstanding anything contained herein to the contrary, the Board shall, if necessary, fill any vacancy unless there are two (2) or more eligible candidates for the vacancy. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members or shall notify the Unit Owners that one or more Board member positions remain unfilled, if appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

N. At any time after a majority of the Board is elected by Members other than the Developer of the Condominium, at any duly convened regular or special meeting, Members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of Voting Members casting not less than a majority of the total votes of the Association. A successor may then and there be elected to fill the vacancies created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

O. If the office of any director becomes vacant by reason of resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the term.

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unexpired term of office. The election held for the purpose of filling said vacancy may be any regular or special meeting of the Board.

P. Any director may resign at any time by sending a written notice of resignation to the office of the Association, addressed to the President or Secretary. Otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a director of title to his or her successor effective as of the date of title transfer, automatically constitute a resignation from the Board.

Q. Until a majority of the directors are elected by the Members other than the Developer, the first director's and directors replacing them may be removed by the Developer at any time, for any or no reason at all.

4.3 **Term.** Vacancies on the Board caused by the expiration of a director's term shall be filled by electing new Board members. The term of each director's service shall extend to the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with Paragraph 4.16 hereinafter.

4.4 **Recall.** Subject to the provisions of Section 718.301, Florida Statutes, and to the provisions of Article 4 of these By-Laws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of the Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board may be called by thirty percent (30%) of the Unit Owners giving notice of the meeting required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a director shall be further governed by Section 718.112(2)(k), Florida Statutes.

4.5 **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.6 **Regular Meetings.** Regular meetings of the Board 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 teleconference, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board and any committee thereof at which a quorum of the members of that committee is present, shall be open to all Unit Owners, and notice of such meetings shall be conspicuously posted at each Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners or posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14)-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board may, by duly adopted rule, designate a specific location on the Condominium property upon which notices of Board meetings shall be posted. Notice of any meeting where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of every Member to attend such meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving equipment during recording of the meeting.

4.7 **Special Meetings.** Special meetings of the directors may be called by the President or, in his absence, by the Vice President, and must be called by the President.

Secretary at the written request of one-third (1/3) of the directors. 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, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of any special meeting shall be posted conspicuously at each Condominium forty-eight (48) consecutive hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners or posted conspicuously at each Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14)-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location at each Condominium property upon which all notices of Board meetings shall be posted. Notice of any meeting where regular assessments against Unit Owners are to be considered for any purpose shall specifically contain a statement that assessments will be considered and the nature and purpose of such assessments. The right of a Member to attend such special meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. The provisions set forth in Paragraph 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

**4.8 Waiver of Notice.** Any director may waive notice of a meeting before or at the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**4.9 Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. 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, except when approval by a majority number of directors is required by the Declaration, the Articles or these By-laws. Directors shall not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for elected officers. A vote or abstention for each director present shall be recorded in the minutes.

**4.10 Adjourned Meetings.** If, at any meeting of the Board, 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 that might have been transacted at the meeting as originally called may be transacted without further notice.

**4.11 Presiding Officer.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The President or, in his absence, a majority of the Board, may, without vote, the attorney of the Association or a representative of the Association's management company to act as chairman to conduct the meeting.

**4.12 Order of Business.** The order of business at directors' meetings shall be

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;



- E. Election of officers;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

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4.13 **Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representative, and Board members at any reasonable time. The Association shall retain minutes for a period of not less than seven (7) years.

4.14 **Compensation.** Directors shall not be entitled to any compensation for services, as a director, unless compensation is granted by a majority of the Voting Members at a membership meeting. Notwithstanding anything to the contrary contained in this Paragraph 4.14, no director, officer or manager required to be licensed under Section 486.432, Statutes, shall solicit, offer to accept, or accept any thing or service of a value for consideration has not been provided for his own benefit or that of his immediate family, for a person providing or proposing to provide goods or services to the Association. An individual who knowingly so solicits, offers to accept, or accepts any thing or service of value shall be subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes. However, Paragraph 4.14 does not prohibit a director, officer or manager from accepting services or goods received in connection with trade fairs or education programs. Nothing herein shall prevent a director from providing services or goods to the Association and receiving compensation therefor.

4.15 **Proviso.** Notwithstanding anything to the contrary contained in this Article, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The first Board as appointed by the Developer shall hold office and serve until their successors have been elected and qualified hereinafter provided, and the first Board shall consist of: Ralph Merritt, Jr., Richard Casarola, and Maritza Gonzalez. The Developer shall have the right to appoint all the members of the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) twelve (12) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) 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, or (e) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer will be entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association.

Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call and give notice to



to elect a member or members of the Board, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to the member(s) of the Board. The meeting may be called and the notice given by a Unit Owner if the Association fails to do so. Directors appointed by the Developer need not be Unit Owners.

## **ARTICLE 5 POWERS AND DUTIES**

In the event that Developer, in accordance with the privileges reserved herein, appoints any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated and the successor director. The removal of any director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer.

The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts except such acts which by the Declaration, or these By-laws, may not be delegated to the Board by the Unit Owners.

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powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the common elements and facilities.
- B. Determination and adoption of the annual budget of common expenses and the amount required for the operation of the Condominium and the Association.
- C. Collection of the assessments for common expenses from Unit Owners and the amount required to pay same.
- D. Employment and dismissal of the personnel necessary for the operation, care, upkeep and maintenance and operation of the common elements and recreational lands.
- E. Adoption and amendment of the rules and regulations covering the operation and use of Condominium property and facilities.
- F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefore.
- G. Purchasing, leasing or otherwise acquiring of Units in the name of the Association, or its designee.
- H. Purchase of Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- I. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by the Association and subleasing Units leased by, the Association or its designee.
- J. Organization of Corporations to act as designees of the Association for the purpose of acquiring title to Units or leasing Units by the Association.
- K. Obtaining and reviewing insurance for the Condominium property.
- L. Making repairs, additions and improvements to, or alterations of the Condominium property, and repairs to and restoration of the Condominium property in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- M. Enforcement of the obligations of the Unit Owners, the allocation of common expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.
- N. Levying fines against the Unit Owners for violations of the rules and regulations established by it to govern the conduct of the Unit Owners.
- O. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common elements and the pledging or mortgaging of any assets of the Association as collateral for any such borrowing, provided, however, that (i) the consent of the Unit Owners of at least two-thirds (2/3) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these by-laws, shall be required for the borrowing of any sum in excess of One Hundred Fifty Thousand Dollars (\$250,000.00); and no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Unit Owner of such Unit; and (ii) if any sum borrowed by the Board on behalf of the Association pursuant to authority contained in subparagraph O is not repaid by the Association, a Unit Owner, who pays to the creditor a 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 judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.
- P. Contracting for the management of the Condominium and the delegation of such powers and duties of the Board as the Board may deem appropriate to such manager such powers and duties of the Board as the Board may deem appropriate.

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the circumstances, and contracting for the management or operation of portions of the Condominium property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. Notwithstanding any exception to the foregoing, there shall be no delegation of powers and duties wherein (1) the delegations are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and the By-Laws to have approval of the Board or of the Unit Owners; (3) the delegation is a power or duty which by its very nature is a decision or fiduciary responsibility to be made by the Unit Owners and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaration or the By-Laws.

Q. Exercise of all powers specifically set forth in the Declaration, the Articles of Incorporation of the Association, these By-Laws, and in the Florida Condominium Act, and powers incidental thereto.

R. Imposing a lawful fee in connection with the approval of the transfer of a Unit, the lease, sale or sublease of Units and/or review of plans and specifications. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expense reasonably required for the transfer or sale, and this expense shall not exceed the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

S. Entering into and upon the Units when necessary and with a minimum of inconvenience to the Unit Owner as possible in connection with such maintenance, care and preservation.

T. Collecting delinquent assessments, late fees and penalties by the Association, otherwise, abating nuisances, and enjoining or seeking damages from the Unit Owners for violations of these By-Laws and the terms and conditions of the Declaration.

U. Acquiring and entering into agreements whereby it acquires leasehold interests, memberships, and other possessory or use interest in lands or facilities, whether contiguous to the Lands of the Condominium, intended to provide for the enjoyment, recreation or other use and benefit of the Unit Owners, and declaring expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and in the participation in the acquisition of an interest in lands or facilities for the foregoing purposes may be direct or indirect, without limiting the generality of the foregoing, by direct ownership of land or acquisition of an interest in a corporation owning land.

## ARTICLE 6 OFFICERS

6.1 **Executive Officers.** The executive officers of the Association shall be the President, one or more Vice Presidents, Secretary, and Treasurer; all of whom shall be elected by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an assistant Secretary of the Association.

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

6.3 **Election.** The Board at its first meeting after each annual meeting of the Association and thereafter at each annual meeting shall elect all officers, none of whom need be a member of the Board.

6.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of Unit Owners and of the Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall execute all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board.

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6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of the Board.

6.7 **The Secretary.** The Secretary or assistant Secretary shall issue notice of all Board meetings and all meetings of Unit Owners; he shall attend and keep the minutes of all meetings; he shall have charge of all of the books of the Association as well as its records and documents, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners and Board members at all reasonable times.

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

B. He shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of his transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. He shall collect all assessments and shall report promptly to the Board the status of collections.

D. He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. He shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers shall not receive compensation for their services, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer. Notwithstanding the foregoing provisions of this Paragraph 6.9, the prohibitive restrictions set forth in Paragraph 4.15 hereof shall apply to officers, directors and managers required to be licensed under Section 468.432, Florida Statutes, regarding acceptance of contracts or services.

6.10 **Resignations.** Any director or officer may resign his post at any time by

resignation, delivered to the President or Secretary, which shall take effect upon its unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to be effective.

## **ARTICLE 7 FINANCES AND ASSESSMENTS**

**7.1 Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or agent(s) as may be designated by the Board.

**7.2 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

**7.3 Determination of Assessments.**

A. The Board of Directors shall fix and determine the sum or sums of money necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration of Condominium.

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any Condominium governed by the Association. Assessments shall be payable monthly or quarterly (as determined by the Board from time to time), in advance, and shall be due on the first day of each month or quarter (as applicable), unless otherwise ordered by the Board. Assessments shall be made against Unit Owners monthly or quarterly, as aforesaid, for an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the same manner as regular Assessments and shall be payable in the manner determined by the Board. All funds due under the By-Laws and the Declaration are Common Expenses.

B. A copy of the proposed budgets for the Association and the Condominium shall be mailed to each respective Unit Owner not less than fourteen (14) days prior to the Board meeting at which the budgets will be considered, together with a written notice of the time and place of such meeting. The directors meeting at which the budget shall be considered shall be open to all of the Unit Owners.

C. If an adopted budget requires Assessments against the Unit Owners for any fiscal year exceeds 115 percent of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least thirty percent (30%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. At the special meeting, Unit Owners may consider and adopt a substitute budget. The adoption of such a substitute budget shall require a vote of not less than a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the budget previously adopted by the Board shall take effect as scheduled. However, as long as the Developer is in control of the Board, the Board shall not impose an Assessment for any fiscal year greater than 115 percent of the prior fiscal year's Assessment without approval of the Voting Interests.

majority or the voting interests.

D. The proposed annual budgets of common expenses shall be detailed shall show the amounts budgeted by accounts and expense classifications, including applicable, but not limited to those expenses listed in Section 718.504(20), Florida Statutes, in addition to annual operating expenses and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula based upon estimated life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to budgets in which the Members of the Association have by a vote of the majority of the Members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less than those described in this subparagraph.

E. The obligation of each Owner to pay his, her or its share of the Annual Assessment shall arise at such time that said Assessment or the corresponding budget is adopted by the Board; any invoice or other statement of Assessments that the Association sends to each Owner from time to time with respect to any adopted Assessment is for convenience purposes only, and failure of the Association to deliver any such invoice or statement to any Owner, or failure of any Owner to receive any such invoice or statement, shall not relieve or release said Owner from his, her or its obligation to pay his, her or its share of the subject Assessment. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Application of Payments and Commingling of Funds.** All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may be commingled for purposes of investment, but separate ledgers shall be maintained for each account. All sums collected by the Association from Assessments shall be commingled in a single fund or divided into more than one fund, as determined by the Association. Any delinquent payment by a Unit Owner shall be applied to interest, costs, attorney

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other charges, expenses, advances and general or special Assessments in such manner and amounts as the Board determines. No manager or business entity required to be licensed under Chapter 468, Florida Statutes, and no agent, employee, officer, or member of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association, as defined in Section 468.01, Florida Statutes.

7.5 **Acceleration of Assessment Installments Upon Default.** If a Unit Owner is in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments for the next twelve calendar months of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment 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 registered or certified mail, whichever shall first occur.

7.6 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonds for all persons who control or disburse funds of the Association in the principal sum not less than that required by Section 718.112(2)(j), Florida Statutes. The Association shall bear the cost of such bonding.



such setting.

7.7 **Financial Statements.** The Board shall cause to be prepared financial statements either compiled, reviewed or audited in accordance with Section 718.111(13), Florida Statutes, and the rules promulgated thereto. Said financial statements shall be delivered to each Unit Owner in the Condominium within ninety (90) days following the end of the previous fiscal year unless the Association, upon approval of a majority of the Interests of the Association present at a duly called meeting have determined for a fiscal year to waive the requirements of compiled, reviewed or audited financial statements. In order to waive any such requirement, the aforesaid meeting must be held prior to the end of the fiscal year and the waiver shall be effective for only one fiscal year. In the event of a waiver in accordance with the aforesaid procedures, the Board shall cause to be sent or delivered to each Unit Owner in the Condominium financial reports in accordance with Section 718.111(13), Florida Statutes.

7.8 **Accounting Records and Reports.** The Association shall maintain accurate records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. The Association may charge Unit Owners, prospective purchasers, holders of first mortgages, and their authorized representatives their actual costs for preparing and furnishing copies of documents including, but not limited to, the Declaration, Articles, By-Laws, Rules and Regulations, Question and Answer Sheet, and any amendment to the foregoing to the requesting same. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current 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.

7.9 **Application of Payment.** All assessments by a Unit Owner shall be applied as provided herein and in the Declaration.

7.10 **Transfers and Fees.** The transfer, lease, sale or sublease of Units is subject to the approval of the Board pursuant to the Declaration. The Board may impose a fee in connection with the approval of the transfer, lease, sale or sublease of Units, provided, however, that no fee shall be charged in connection with a transfer, sale or approval in which the expenditures reasonably required for the transfer or sale, and this expense shall not exceed the maximum amount allowed by statute. No charge shall be made in connection with an extension or renewal of a lease other than for plans and specification review, if required.

## **ARTICLE 8 ROSTER OF UNIT OWNERS AND MORTGAGEES**

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet titled "Owners of Units." A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

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## **ARTICLE 9 PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, the Articles or these By-laws.

## **ARTICLE 10**

**AMENDMENTS**

Except as otherwise provided elsewhere, these By-laws may be amended following manner:

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

10.2 **Adoption.** A resolution for the adoption of a proposed amendment proposed either by a majority of the Board or by not less than one-third (1/3) of the Interests of the Association. Directors and Members not present in person or by proxy meeting considering the amendment may express their approval in writing, provided approval is delivered to the Secretary at or prior to the meeting. The approvals must be

1. By not less than two-thirds (2/3) of the entire membership of the and by not less than eighty percent (80%) of all of the Voting Interests of the Association;

2. By not less than ninety percent (90%) of the votes of all of the Interests of the Association.

10.3 No By-law shall be revised or amended by reference to its title or number. Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended. New words shall be inserted in the text underlined, and words to be deleted shall be struck 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 necessary to use underlining and hyphens as indicators of words added or deleted, but, in such case, a notation must be inserted immediately preceding the proposed amendment in substantial form, in the following language: "Substantial rewording of By-laws. See By-law . . . for proper presentation. Nonmaterial errors or omissions in the By-law process shall not invalidate any other properly promulgated amendment.

10.4 **Proviso.**

1. No amendment may be adopted which would eliminate, modify, preclude, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Institutional Mortgagees of Units without the consent of the Developer and Institutional Mortgagees in each instance.

2. Any amendment which would affect the surface water management system, including, but not limited to, drainage easements and the water management plan of the common elements, must have the prior approval of the South Florida Water Management District.

10.5 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-laws, which certificate shall be executed by the President or Vice-President and signed by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Miami-Dade County.

**ARTICLE 11  
COMPLIANCE AND DEFAULT**

11.1 **Violations.** In the event of a violation (other than the non-payment assessment) by a Unit Owner of any of the provisions of the Declaration, By-laws, or the rules of the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his Unit by certified mail. If such violation shall continue for a period of fifteen (15) days from the date of mailing of the notice, the Association shall

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the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, the Act, and the Association shall then, at its option, have the following elections:

1. To commence an action in equity to enforce performance on the part of the Unit Owner; or
2. To commence an action at law to recover its damages;
3. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
4. To fine the Unit Owner and/or occupant, as more particularly set forth in Paragraph 11.2 hereof.

Upon finding by a court that the Unit Owner was in violation of any of the provisions of the above mentioned documents, the Unit Owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the receipt of a written request, to determine whether a Unit is, in fact, in violation, signed by the Unit Owner, sent to the Board, shall authorize any Unit Owner to bring an action in equity or at law relating to an alleged violation, in the manner provided for by the Act. Any violation found by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter. The cost thereof shall be charged to the Unit Owner as a specific item, which shall, until paid in full, be a lien against his Unit with the same force and effect as if the charge were a part of the Common Expenses.

**11.2 Fines.** Every Owner and occupant shall comply with the Declaration, Bylaws, Articles and Rules and Regulations of the Association, all as amended from time to time. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed by the Association upon an Owner and/or occupant for failure to comply with the Declaration, Bylaws, Articles and Rules and Regulations of the Association, all as amended from time to time, pursuant to the following procedure:

- A. The Association shall send a written notice to the Owner affording the Owner an opportunity for hearing at a time and place of the Association's choosing, not less than fourteen (14) days from the date of said notice. Said notice shall contain:
  - i) A statement of the date, time and place of the hearing;
  - ii) A statement of the provisions of the Declaration, Bylaws, Articles and Regulations which have allegedly been violated; and
  - iii) A short and plain statement of the matters asserted by the Association.

Said notice shall be sent by first class mail to the address of the Unit Owner on file with the Association and shall be effective upon mailing. As the Unit Owner is responsible for himself, his family, guests, invitees, lessees and occupants, the Unit Owner shall be responsible to pay any and all fines assessed. No fine shall be a prejudice to the right of the Unit Owner to recover from the actual violator the amounts paid by the Unit Owner.

- B. At the hearing, the Unit Owner, or his agent, including the occupant, lessee or guests of his Unit, shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved. The Unit Owner shall have an opportunity, at the hearing, to review, challenge, and respond to any material considered by the Association.
- C. The Association may, in its sole discretion, form a Fines Committee to send notices, to receive complaints of violations and to preside over hearings. The Fines Committee may make recommendations and findings of fact to the Board of Directors. Hearings must be heard before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

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- D. Within fourteen (14) days after said hearing, the Association shall render a written decision containing findings of fact and the reasons for its decision, together with the amount of fines assessed, if any, and said decision shall be mailed to the Unit Owner by first class mail, and shall be effective upon mailing. No fine shall exceed the amount of \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single not an opportunity for hearing, provided that no such fine shall exceed \$1,000.00 in aggregate. If the Association's decision requires the payment of a fine by the owner and the unit owner does not pay said fine within fourteen (14) days after said decision is mailed, the Association may, pursuant to the Declaration of Condominium, bring an action against the unit owner for the amount of the fine, plus interest and attorney's fees incurred in the enforcement and/or collection of said fine.

Nothing herein shall be deemed to limit any remedy, legal or equitable, the Association may have against any person, and the fines procedure is in addition to any and all remedies the Association may have against any person. All remedies of the Association shall be cumulative.

**11.3 Negligence or Carelessness of an Owner.** Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, or carelessness, or by the negligence of any member of his family, his or their employees, agents, licensees, or lessees. Such liability shall be limited to the extent the expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this Paragraph shall be charged to said Unit Owner as a specific item, which shall, until paid in full, be a lien against his Unit in the same force and effect as if the charges were a part of the Common Expenses.

**11.4 Costs and Attorney's Fees.** In any proceeding arising because of a default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

**11.5 No Waiver of Rights.** The failure of the Association or an Unit Owner to exercise any right, provisions, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to exercise such right, provision, covenant or condition in the future.

**11.6 Election of Remedies.** All rights, remedies and privileges granted by the Association or an Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude a party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

**11.7 Generally.** Each Unit Owner of a Condominium Parcel, for himself, his successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners of a Condominium Parcel to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing to the Association by Unit Owners of Condominium Parcels, and to preserve each other's right to enjoy his Unit free from unreasonable restraint and nuisance.

**ARTICLE 12**  
**LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any remedies which the Association may have against such former Unit Owner and Member, out of, or which is in any way connected with, such ownership and membership.

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**ARTICLE 13**  
**LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition of the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

**ARTICLE 14**  
**LIENS**

14.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within (30) days of the date the lien attaches. All taxes and special assessments shall be paid becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

14.2 **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within (5) days after the attaching of the lien.

14.3 **Notice of Suit.** A Unit Owner shall give notice to the Association of every other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

14.4 Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

**ARTICLE 15**  
**SEAL**

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit." Said seal may be used by causing a facsimile thereof to be impressed, affixed, reproduced or otherwise.

**ARTICLE 16**  
**CONSTRUCTION**

Whenever the masculine singular form of the pronoun is used in these by-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, where the content so requires.

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

#### **ARTICLE 17 CONFLICT**

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

#### **ARTICLE 18 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 By-Laws or the intent of any provision hereof.

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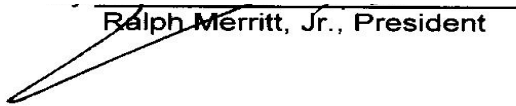
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APPROVED AND DECLARED AS THE BY-LAWS OF PARK CENTER CONDOMINIUM ASSOCIATION, INC.:

By: 



  
Ralph Merritt, Jr., President

(CORPORATE SEAL)

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## **EXHIBIT "F"**

### **RULES AND REGULATIONS FOR PARK CENTER BUSINESS PARK CONDOMINIUM**

#### **I. GENERAL.**

A. The use and occupancy of the Condominium shall be subject to all applicable building and zoning regulations.

B. Each Owner shall be responsible for the security of his Unit. There shall be twenty-four (24)-hour access to the Condominium, and no security company, alarm guardhouse shall be provided. However, the Board of Directors, in its sole discretion, may take such measures in the future as it deems reasonably necessary or appropriate for the security of the Common Elements only, including, but not limited to, security guard services. In the event that guard services or similar security services are implemented, such services shall be a Common Expense of the Association.

C. Supplies, goods, packages, furniture, equipment and all other items

delivered to a Unit shall be delivered at such times and in such manner as may, from time, be prescribed by the Board. An Owner shall be liable for loss or damage he causes item moved, to any person, to the property of other Owners or to any part of the Common Elements.

D. All signs must be approved in writing by the Board or its design representative, who shall have the right to review the proposed signs with respect to size, color, location and any other factors deemed relevant by the Board or its design representative.

E. Solicitations for any purpose whatsoever are prohibited.

F. No Owner shall commit or permit any nuisance or immoral or illegal act done or maintained in or about the Condominium Property.

G. No pets or animals are permitted within the Condominium Property.

## II. COMMON AREAS.

A. The Board reserves the right to control and operate all Common Elements in such manner as it deems best for the benefit of Owners.

B. The Owners' use of sidewalks, plaza, entrances and exits in the common stairways, fire exits and other common areas of the Condominium buildings is limited to ingress and egress from the Units for each Owner and his employees, licensees and invitees and other use. No Owner shall permit the encumbrance and obstruction of any such area. The Board reserves the right to control and operate all common areas of the buildings in such manner as it deems best for the benefit of the Owners generally.

C. No Owner shall install any antenna or aerial wire (radio or television) outside the buildings, without the prior written approval of the Board.

D. Each Owner shall park his vehicle in the area designated by the Board and shall instruct his employees, licensees and invitees to park their vehicles in whatever area is designated for such purpose by the Board. Only passenger vehicles less than eighteen (18') in length which are intended to accommodate eight passengers or less shall be permitted to park on the Condominium Property.

E. Food and beverages may be consumed only in Units.

F. No Owner shall obstruct, litter, mar, damage or deface any part of the exterior of his Unit, exterior doors or walls or other parts of the Common Elements, and an Owner shall be responsible for any such damage caused by himself or his family, employees, licensees, invitees or other persons over whom he exercises control.

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G. No Owner shall enter upon or attempt to enter upon the roof or equipment rooms in the buildings without the prior written consent of the Board.

H. No shades, awnings, window or door guards, ventilators, fans or air conditioning devices will be used in or about the Condominium except such as will have been approved in writing by the Board, nor will anything be projected out of any window or door in a Unit without similar approval.

I. All garbage and refuse from Units will be deposited with the Board.

I. All garbage and refuse from Units will be deposited with care in containers intended for such purpose only at such times, location and in such manner Board may direct. There shall be no illegal dumping of any materials. The Board shall have the right to require that garbage containers be placed within each Unit either in lieu of, or in addition to, any garbage containers located on the Common Elements. Unit Owners shall be required to arrange for their own trash pick-up unless and until such time as the Board elects to arrange trash pickup for the Condominium. Should there be excessive or unreasonable quantities of such garbage and refuse, the Board reserves the right to levy a special assessment against an Owner causing same. No cigarette receptacles shall be placed upon any portion of the condominium property.

J. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours. No vehicle shall obstruct any driveway, or park even temporarily in any manner obstructing drives, driveway, entrances and exits or parking areas. Further, vehicles with expired license tags, unsightly vehicles as determined to be unsightly by the Board in its sole discretion, vehicles which are stationary for seventy-two (72) consecutive hours, and vehicles which are leaking or dripping hydraulic fluid or other liquid or fluid must be removed from the Condominium Property. In addition, the Association shall have the right to have towed from the Condominium Property any vehicle which is not authorized to be on the Condominium Property pursuant to, or which by its presence on the Condominium Property otherwise violates, the terms and provisions of the Declaration, the Laws, the Articles and/or the rules and regulations adopted pursuant thereto, without prior notice of any such towing to the owner or lessor of the vehicle or to any person, but in accordance with the provisions of Section 715.07, Florida Statutes, and any other applicable laws.

K. No vehicle repairs of any type will be permitted on and about the Condominium Property.

L. All damage to the Condominium or Common Areas or equipment caused by the Owners, their guests, licensees, invitees, lessees or employees will be repaired at the expense of the Owner causing same.

M. Complaints regarding the management of Units or actions of other Owners shall be made in writing to the Board.

N. Owners will maintain their Units at all times in compliance with all laws, ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property.

O. Employees of the Board will not be sent off the Property by an Owner, for any purpose.

P. Personal property of Owners must be stored in their respective Units.

Q. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at anytime, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted without the prior written consent of the Board.

R. No noxious or unusual odors, and no excessive or disturbing noises or vibrations shall be generated so as to become annoyances or become obnoxious to other Owners.

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S. No alarm devices shall be placed on any portion of the Unit or the Common Elements without the prior written consent of the Board, who shall have the right to designate a specific location for the placement of such devices.

### III. UNITS.

A. The toilets, sinks and other plumbing fixtures in or serving the individual Unit shall be used only for the purposes for which they were constructed, and no sanitary or feminine hygiene products, acids, vapors, rags or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Condominium nor shall sweepings, rubbish, rags, acids or other foreign substances be deposited therein. Any cost resulting from misuse of such fixtures shall be borne by the Owner who shall have caused the damage, including damage caused by his servants, employees, agents, visitors or licensees.

B. No Owner shall keep in his Unit any flammable, combustible or explosive substance, nor shall an Owner be permitted to bring into the Condominium or use in it any substance which would create or tend to create a dangerous or combustible condition, nor shall an Owner install any ventilating, air conditioning, electrical or other equipment which the Board determines might cause any such impairment or interference. No Owner may use his Unit for a business which by necessity entails possession and/or storage of hazardous substances or entails hazardous operations or conditions, or which could create any type or form of pollution as determined by the Board in its sole discretion.

C. No Owner shall permit or suffer anything to be done or kept in his Unit which at any time and for any reason, increase the rate of insurance for the Condominium, or will obstruct or interfere with the rights of other Owners. In the event that the actions of an Owner, his tenants, guests or invitees, cause the rate of insurance for the Condominium to increase at any time and for any reason, the Owner shall immediately pay to the Association an amount equal to the additional insurance premium and any and all other increases necessitated by such actions.

D. All maintenance of the interior of each Unit will be the responsibility of the Owner and must be appropriately maintained such that any interior area visible from the common areas does not degrade the overall appearance of the property.

E. No additional locks shall be placed upon any door without the prior written permission of the Board, nor may door locks be changed without such permission. The Association may retain a pass key to each Unit and must be allowed admittance thereto at all reasonable times for the purpose of examining the premises.

F. No devices for cooking, cooling or heating food may be used, with the exception of microwave ovens, automatic coffee dispensers, refrigerators and hot plates, by any Owner without the prior written permission of the board. In any event, no use of appliances shall be permitted which would create a noxious odor in any of the Units.

G. Each Owner is fully responsible for the protection of his Unit and the contents thereof from robbery, theft, vandalism, pilferage or other loss.

H. There shall be no tinting of windows, or the placing of reflective coating on windows, without the prior approval of the Board. Further, no Owner shall permit any object of any nature to be placed in any window or to be hung in any window area without the prior approval of the Board.

I. No Owner may use his Unit for any residential purpose.

J. Owners who plan to be absent during the hurricane season must prepare their Unit(s) prior to their departure, and must designate a responsible firm or individual to care for such Unit(s) should the Unit(s) suffer hurricane damage, and must furnish the Board with the name of such firm or individual in writing. Such firm or individual shall be subject to the approval of the Board. Hurricane shutters shall be owned by the Owners and not the Association. The Owner shall be solely responsible for insuring that the hurricane shutters and all components thereof function properly at all times, and meet all requirement specifications established by Miami-Dade County and any other applicable governing authority. The shutters shall furthermore be of a style and color first reasonably approved by the Board.

the Association in order to insure an aesthetically compatible appearance. The Owners are responsible for becoming familiar with the installation and operation of the hurricane shutters. The Owner shall be responsible for installing hurricane shutters on the Unit in a manner so as to avoid damage to the Unit and/or the Condominium caused by a hurricane or severe storm. It shall further be the Owner's sole responsibility to timely remove the hurricane shutters when the hurricane, severe storm or threat thereof has subsided. Each Owner shall indemnify and hold the Association harmless from and against any and all causes, claims, actions, liabilities, demands, and expenses, including attorneys fees and costs, arising out of or in connection with said Owner's failure to install and/or remove the hurricane shutters. In the event the Condominium Property is damaged because of an Owner's improper installation or failure to install the hurricane shutters, the Owner shall pay all costs of repair and replacement.

K. The Owner hereby acknowledges that municipalities and/or counties charge property owners fines or other assessments in the event that smoke or burglar alarms trip, or other alarms go off on multiple occurrences. The Owner shall be solely and exclusively liable and responsible for the payment of any such fines and/or assessments levied by the municipality and/or counties arising out of the smoke or burglar alarm going off. The Association shall not be responsible for the payments of such fines or assessments. The Owner shall be responsible for the Association in the event any telephone calls or correspondence are received regarding the alarm system(s), regardless of how delivered. Furthermore, the Owner shall be solely and exclusively responsible for the payment of any and all costs and expenses related to damage, and tampering of the fire alarm, smoke alarm or sprinkler system.

#### IV. DELIVERIES.

Supplies, goods, packages, furniture, equipment and all other items being delivered to the Units, shall be delivered at such times and in such manner as may from time to time be prescribed by the Association. Owners shall be and remain liable for any and all damages to person or property caused by any such deliveries, whether occurring on or about the Condominium Property or the Units thereon.

#### V. MOVING.

All moving of furniture, fixtures or other heavy or bulky items into or out of each Unit shall be subject to the supervision and direction of the Association. The loading or unloading of such items shall not cause an undue burden to the Condominium Property or the Units. Prearrangement for all moving shall be made with the Association with respect to the time, method, and location of the move. Each Owner expressly assumes all risk of loss of and damage to any item moved, as well as liability for injury to any person, whether or not engaged in such moving, liability in regard to the loss of or damage to the property of the Owner, or damage to any of the Common Elements. The Association shall not be liable for the act of any person engaged in such moving, nor for any injury to persons or damage or loss to property resulting directly or indirectly from any act in connection with such moving, and each Owner shall be and remain liable for any and all damages to the person or property arising therefrom, whether occurring on or about the Condominium Property or upon the Units thereon.

#### VI. COMPLIANCE BY DEVELOPER.

Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to Units owned by the Developer.

#### VII. RELIEF.

The Board of Directors shall have the power, but not the obligation, to grant relief from the provisions of these rules and regulations to any Owner under the particular circumstances involved from the provisions of

and more Owners under the particular circumstances involved from the provisions or restrictions contained in the rules and regulations upon written request therefore, and for cause shown in the sole opinion of the Board.

VIII. ADDITIONAL RULES AND AMENDMENTS THERETO.

The Board reserves the right to make such other reasonable Rules and Regulations from time to time as may be determined to be necessary or appropriate for the safety protection, cleanliness and good order of the Condominium and its Owners. Any such

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Rules and Regulations shall be binding upon each Owner with the same force and effect as if the same had been included herein and in existence at the time the Owner had acquired interest in the Unit. The Board further reserves the right at any time to modify or revoke any existing Rule or Regulation.



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