

DECLARATION OF CONDOMINIUM
OF SILVER GARDENS CONDOMINIUM
DADE COUNTY, FLORIDA

Arca Development, Inc. a Florida corporation, herein called the "developer", makes the following declaration:

1. Purpose. The purpose of this declaration is to submit the land and improvements described to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called "the condominium act." Except where permissive variances therefrom appear in this declaration, the annexed by-laws, and/or the articles of incorporation of Silver Gardens Condominium Association, Inc., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of chapter 718, supra, including the definitions therein contained, are adopted herein by express reference as if set forth herein; and this declaration, the annexed by-laws, and the articles of incorporation of said corporation, as lawfully amended from time to time, shall govern this condominium and the rights, duties, and responsibilities of owners of condominium parcels therein.

2. Name. The name by which this condominium is to be identified is "Silver Gardens Condominium" (hereinafter referred to as the "condominium").

3. Property Submitted to condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

a. The Land. - The lands, owned in fee simple by the developer, lying and being situated in Dade County, Florida, as more particularly set forth in exhibit "A" attached hereto, which lands are called the "land" or "Phase 1."

b. The Improvements. - Three (3) multi-unit buildings (hereinafter sometimes referred to as Phase I containing twelve (12) condominium units,, all of which are residential condominium units, together with all common elements and improvements appurtenant thereto, as more particularly set forth in the plot plan, survey and graphic descriptions of the improvements as shown in exhibit "B" attached hereto and made a part hereof as though set out in full and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed intended for use in connection therewith excluding public utility installations.

4. Definitions. As used in this declaration and all exhibits attached hereto, unless the context otherwise provides or requires,

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the following terms shall have the meanings or definitions listed below. Unless the context otherwise requires, all other terms used in this declaration shall be assumed to have the meaning attributed to said terms by the condominium act.

a. Act - means and refers to the condominium act of the State of Florida (Florida Statutes Chapter 718) as it exists on the date hereof.

b. Assessment - means a share of the funds required for the payment of common expenses which, from time to time, are assessed against an owner.

c. Association or Corporation - means Silver Gardens Condominium Association, Inc., the entity responsible for the operation of the condominium.

d. Board or Board of Directors means the board of directors of the corporation.

e. 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.

f. Common Elements - means; the portion of the condominium property not included in the units. References to common 'areas' mean, and are, the common elements, and said words "common areas" and "common elements" are used interchangeably.

g. Common Expenses - include (1) expenses of administration and management of the condominium property; (2) expenses of maintenance, operation, repair or replacement of common elements; (3) expenses declared common expenses by the provisions of this declaration or the by-laws; (4) any valid charge against the condominium as a whole.

h. Common Surplus - means the excess of all receipts of the corporation, 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.

i. Complex - means and refers to The Silver Gardens Condominium complex, which complex is contemplated to consist of the condominium on the land described in exhibit "A" attached hereto ("phase 1 or the "land") and the land and improvements as may be constructed on property adjacent to and including the land, which property is described in exhibit "C" to the prospectus, and which land and improvements are sometimes referred to as "Silver Gardens Condominium Development Land" or "Development Land." Only the land in exhibit "A" attached hereto is part and parcel of this condominium and the other land as set forth on exhibit "C" to the prospectus is not, at this time, part and parcel of the condominium.

The complex land (development land for future phases of this condominium as set forth in paragraph 40 and 42 of this Declaration and phase 1) is legally described in exhibit "C" attached hereto.

j. Condominium - means the form of ownership of condominium property under which units or Improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in common elements.

k. Condominium Documents - means this declaration and all exhibits attached hereto as same, from time to time, may be amended.

l. Condominium Unit or Unit - means a part of the property which is subject to private ownership; said unit being a unit space designated as "condominium unit" on the plot plan, survey and graphic descriptions attached hereto and marked as exhibit "B".

m. Condominium Parcel - means the condominium unit, together with an undivided share in the common elements appurtenant thereto.

n. Co-Tenant - means an owner owning a condominium parcel in conjunction with another owner.

o. Declaration or Declarations - means this instrument and all exhibits attached hereto as it or they, from time to time, may be amended, and the declaration of condominium for such other condominium or condominiums, if any, which are subsequently determined to be operated by the association and all exhibits attached thereto as it or they, from time to time, may be amended.

p. Developer - means ARCA DEVELOPMENT, INC., a Florida corporation.

q. Directors - means the directors of the corporation.

r. Institutional Mortgagee - means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts Business Trust, or an agency of the United States Government, or any entity controlling, controlled by or under 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.

s. Institutional Mortgage means a mortgage owned or held by an institutional mortgagee.

t. Insurance Trustee - means that Florida Bank having trust powers, designated by the board to receive proceeds on behalf of the

corporation, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

u. 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.

v. Member - means an owner or co-tenant who, or which, is a member of Valencia Villas Condominium Association, Inc., a Florida non-profit membership corporation, hereinafter referred to as "association," or "corporation."

w. Occupant - means the person or persons, other than the owner, in possession of a condominium unit.

x. Owner or Unit Owner or Condominium Unit Owner or Condominium Parcel Owner - means that person or entity owning a condominium parcel.

y. Property or Condominium Property - means and includes the real property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

z. Utility Services - as used in the condominium act and construed with reference to this condominium and as used in the declaration, and by-laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

aa. Voting Member - means an owner or his designee empowered to vote at annual or special meetings.

5. Identification. The condominium units and all other improvements constructed on the condominium property are set forth in detail in exhibit "B" attached hereto and made a part hereof. Each condominium unit is described in exhibit "B" in such a manner that there can be determined therefrom the identification, location, and dimensions of such unit and the common elements appurtenant thereto.

Each condominium unit is identified by a number, letter or name, or combination thereof, as shown on Exhibit "B", so that no unit bears the same designation as any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the condominium, to wit:

a. Utility Services; Drainage - Easements are

reserved under, through and over the condominium property as may be required for utility services, cable television, drainage and other services in order to serve the condominium property. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using these easements. The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units. Drainage systems on the condominium property, if any, shall be maintained continuously in good condition by the condominium association and easements are granted hereby over all condominium parcels in favor of all 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, and entry shall be made on not less than one (1) day's notice except in the event of an emergency. Such easements shall be for the use and benefit of owners, institutional mortgagees, or tenants, and those claiming by, through or under the aforesaid parties. With respect to any easements set forth herein all such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid parties.

b. Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across 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 mortgage, or tenants, and those claiming by, through or under the aforesaid.

c. Easement for Unintentional and Non-Negligent Encroachments - If a unit shall encroach upon any common element, limited common element or upon any other unit, by reason of original construction or by the non-purposeful or non-negligent act of the owner or developer, then an easement appurtenant to such encroaching unit to the extent of such 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 or the non-purposeful or non-negligent act of the association or the developer, then an easement appurtenant to such common elements or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

d. Support - The developer and association hereby grant to each other, their, transferees, successors, and assigns, and all third-party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants, and employees, the right of

support for all structures on any portion of the real property of the condominium.

e. Additions Easements - The developer (during any period in which there are any unsold residential units in the condominium) and the association each shall have the right to grant such additional electric, telephone, telephone answering service, drainage, irrigation, sprinkler, cable television or other utility or service easements. The developer and not the association shall have the right to relocate any existing utility or service easements in any portion of the condominium property, and to grant such access easements as the developer shall deem necessary for the proper operation and maintenance of any improvements or any portion thereof, or for the general health welfare of the unit owners, or for the purpose of carrying out any provisions of this declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the units in the condominium for dwelling purposes.

f. 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 not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate developer and/or association as their 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.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Act, the following items:

- a. An undivided share in the common surplus.
- b. Easements for ingress, egress, support, maintenance, repair, replacement and utilities.
- c. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the condominium units.
- d. Easements through units for all conduits, chases, chase areas, pipes, ducts, plumbing, wiring and all other 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 of the 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 or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

8. Ownership of Common Elements and Restrictions thereto. The owner of each unit shall own a share and certain interest in the condominium property which is 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 - The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units is set forth on the schedule attached hereto and made part hereof by reference as exhibit "J".

b. Common Surplus - Each unit owner shall own any common surplus in the condominium in the same percentage as the common elements appurtenant to each unit are shared, as set forth in exhibit "J". This ownership, however, does not include the right to withdraw or require payment or distribution of the same.

c. Automobile Parking-Spaces - The parking areas of the condominium are set out in exhibit "B" attached hereto. Every condominium unit shall be assigned two (2) parking spaces. All parking spaces, until assigned, are common elements of this condominium. Once a parking space is assigned to a unit, the same shall be deemed a limited common element of the unit to which it was assigned, such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and the use thereof shall pass only with title to the condominium unit to which it is appurtenant. Any parking spaces which remain unassigned shall belong to the association as a common element for guest parking and shall be utilized by the association for the needs of the buildings and the condominium unit owners. However, developer, so long as it has units for sale, shall have the right to use unassigned parking spaces or a portion of the common elements and property for parking for prospective unit purchasers and such other parties as the developer, in its sole discretion, may reasonably determine.

No parking space shall bear the same identifying number as any other.

The developer may, at its sole option and without any obligation to do so, add additional parking spaces to the parking areas 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 approval from any other party

whatsoever or whomsoever.

9. Common Expenses. The common expenses of the condominium shall be shared by the unit owners as specified and set forth in exhibit "J". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcels and their locations.

10. Limited Common Elements. The balconies, terraces and patios of condominium units as shown on exhibit "B" hereto are limited common elements useable only by appurtenant unit owners. Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are deemed limited common elements. Any expenses for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the association, unless otherwise specifically provided in this declaration and exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the association shall have all remedies available to it under Florida law for the recovery of the cost of such maintenance, repair or replacement against said unit owner.

A unit owner shall have the right to the exclusive use of his limited common element, including balcony, terrace and patio, and shall be responsible for the maintenance, care and preservation of the interior parapet walls, including floor and ceiling, within said exterior balcony, terrace or patio and the fixed and/or sliding glass door(s) in the entrance way to said patio, terrace or balcony, and the wiring, electrical outlets and fixtures thereon, if any. Notwithstanding same, the association shall only be responsible for the painting of the interior parapet walls and ceiling within said exterior balcony, terrace or patio the ("painting obligation"), all other maintenance obligations shall belong to the unit owner to which said balcony, terrace or patio is a limited common element. A unit owner may not screen or enclose his balcony, terrace, or patio except with the prior written approval of the board of directors of the association.

Accordingly, any expense for the maintenance, repair or replacement relating to balconies, patios or terraces on limited common elements shall be treated as and paid for by the unit owner of the appurtenant balcony, patio or terrace as a limited common element and not as a common expense of the association except for the expense related to the painting obligation, which shall be the expense of the association.

As set forth in paragraph 8 (c), all parking spaces, until assigned, are common elements, and when a unit owner receives a

written parking space designation from developer during or subsequent to the purchase and closing of his unit wherein such unit owner is granted a right of exclusive use of a particular designated parking space or spaces, then such space shall thereupon become a limited common element usable solely by such appurtenant unit owner. Any expense for the maintenance, repair or replacement of such parking spaces, shall be treated as and paid for as part of the common expenses of the association.

ii. Governing Body. The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be Silver Gardens Condominium Association, Inc. (the "association").

The by-laws of the association are attached hereto as exhibit "D" and made a part hereof, and a copy of the articles of incorporation of the association is attached hereto as exhibit "E" and made a part hereof.

All owner of the condominium parcels, which interest is evidenced by recordation of a proper instrument in the Public Records of Dade County, Florida, establishing record title to such condominium parcel 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 shall be cast by the voting member.

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 record owners of the unit filed with the secretary of the association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or the vice president and attested by the secretary or the assistant secretary of the said corporation, and filed with the secretary of the association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

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 condominium parcel. Failure by

all owners of any condominium parcel to file the aforementioned written statement with the secretary prior to or at a members' meeting will result in depriving such owners of a condominium parcel of a 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, consisting of voting members.

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 all the powers and duties of an association, as set forth in the act, 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 from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein which are necessary to prevent damage to the common elements or to other units.

b. The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

c. The duty to maintain accounting records according to good accounting practices, will shall be open to inspection by unit owners at all reasonable business hours.

d. The power to enter into contracts with others for a valuable consideration, including but not limited to contracts for security service, landscaping maintenance, 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 that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each unit owner, his 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 and effect as if he had executed such management agreement for the purposes therein

expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement and acknowledging all of the terms and conditions thereof, including the manager's fee, if any, the maintenance, rental and/or expense of any apartment provided the manager, if any, and agreeing that the persons acting as directors and officers of the association entering into such an 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 and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

f. The power to grant or contract for easements, license and other privileges and duties on behalf of the membership where no member's rights are substantially affected.

g. Subsequent to the filing of this declaration, when authorized by a vote of sixty-six and two-thirds percent (66-2/3%) of the total vote of the unit owners of the association and approved by the owners and holders of institutional first mortgages encumbering condominium parcels who represent a majority of the institutionally mortgaged indebtedness against this condominium, then and in that event, the association may purchase and/or acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in land or facilities, 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, rentals, membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

h. The power to amend the by-laws in the manner provided for therein, but no amendment to said by-laws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any condominium parcel(s), or which would change the provisions of the by-laws with respect to institutional mortgages, without the written approval of all institutional mortgages of record.

12. Maintenance, Alterations and Improvements. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and Improvement shall be as follows:

a. By the Association - The association shall operate, maintain, repair and replace at the association's own expense:

- (1) All common elements.
- (2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the load bearing walls of load bearing columns.
- (3) All conduits, chases, chase areas, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.
- (4) All property owned by the Association.
- (5) All incidental damage caused to a unit by the above work.
- (6) All painting of interior parapet walls and ceilings within exterior balconies, terraces and patios.
- (7) All parking spaces.

b. By the Condominium Parcel Owner The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the association. Notwithstanding the provisions of paragraph 12(a), above, included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other units owners.

(2) To maintain, repair and replace at his own expense his individual air conditioning and heating system. Each unit owner shall be and is the sole owner of his condominium unit's individual air conditioning and heating unit, which unit is located inside his condominium unit. Accordingly, the unit owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited to, the compressor, condenser, motor, fan and related parts.

Notwithstanding the foregoing, unit owner shall not be responsible for such conduits and ducts as are described in paragraph 12 (a) (3) hereof.

(3). Within the unit to maintain, repair, and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. A unit owner shall be responsible for the maintenance, care and preservation of the interior parapet walls, including floor and ceiling within any exterior balcony, terrace or patio of his unit and the fixed and/or sliding glass door in the entrance way to said patio, terrace or balcony and the wiring, electrical outlets and fixtures thereon, if any.

(4) Not to decorate or change the appearance or color of any portion of the exterior of the building including balconies, patios or terraces or any stucco portion of the unit.

(5) To promptly report to the association any defects or need for repairs, the responsibility for the remedy of which is that of the association.

(6) No condominium parcel owner shall make any alteration in the portions of the building which are to be maintained by the association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the buildings or impair any easement.

C. Alteration and Improvement - There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the board of directors and ratified by the affirmative vote of voting members casting not less than sixty-six and two-thirds percent (66 2/3%) of the total votes of the members of the association present at any regular or special meeting of the unit owners called for that purpose.

13. Access to units for maintenance and repairs and remedies. The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

In the event the owner of a unit fails to maintain his unit as required herein, the association, shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions.

14. Developer's Maintenance Guarantee. In the event there are unsold units, the developer retains the right to be the owner of said unsold units; however, the developer, pursuant to and in accordance with exhibit "F" hereto, which is a form of guarantee to

be delivered to each purchaser at time of closing, has guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than developer during specified period of time shall not increase over a stated dollar amount. During this said period of time, the developer will not be required to make payments for assessments attributable to units owned by the developer, but, instead, will be obligated to pay any amount of common expenses incurred during the period and not produced by the assessments at the guaranteed level receivable from other unit owners.

The developer hereby reserves the right to extend the one year period of this maintenance guarantee for three (3) additional periods. It is understood that, for every additional, guarantee, the developer shall deliver to each unit owner a guarantee in the form and substance as the form of guarantee shown in exhibit "F" hereof, except stating therein the new guarantee period.

15. Condominium Working capital Fund. At the time the developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a unit owner in this condominium), the purchaser shall deposit an amount equal to two (2) months maintenance payments for the purchasers' condominium fund (condominium working capital fund) for the purpose of Initial maintenance, initial items, non-recurring items, capital expenses, permits, licenses, and all utility deposits and advance insurance premiums for insurance policies and coverage pursuant to this declaration and the exhibits attached hereto. All of the foregoing expenses or items may be paid from the condominium working capital fund. If the developer has paid any of the foregoing expenses or items, then any such expense or item shall be paid to or reimbursed to the developer from the condominium working capital fund. The purchasers' condominium fund may not be commingled by the association with any of its other funds.

The commencement of payment of common expenses by unit owners shall be at such time as the developer notifies unit owners of the commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month succeeding thirty (30) days from the first closing in this condominium. Prior to the time that maintenance payments are commenced for the condominium, all maintenance expenses shall be paid from the purchasers' condominium fund.

16. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed against each condominium parcel based upon its percentage share of the common expenses as set forth in Exhibit "F" as referred to in paragraph 9 hereof. Assessments and installments that are unpaid by owners within fifteen (15) days after due date may, at the discretion of the board of directors, be subject to a administrative late fee of

the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late and shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid.

The association has a lien on each condominium parcel for any unpaid assessments with interest and reasonable attorney's fees incurred by the association, which are incidental to the collection of the assessment or enforcement of the liens. The lien shall be effective on the date and in the manner set forth in Florida Statute Section 718.116(5)(a) and may be foreclosed in accordance with the provisions of Florida Statute Section 718.116.

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 and may settle and compromise same if in the best interest of the association. The delinquent members shall pay all costs, including reasonable attorneys' fees, incident to the collection of such assessment or enforcement of such lien.

A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that become due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the first mortgagee's liability exceed 1 percent of the original mortgage debt. The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments. In no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. Such 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, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

In furtherance of said grant of authority to the association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

a. in accordance with Florida Statutes Section 718.112(2)(f), the board of directors of the association shall establish an annual budget, in advance, for each fiscal year, and such budget shall project all expenses for the forthcoming year

which may be required for the proper operation, management and maintenance of the condominium. Should the board of directors at any time determine, in the sole discretion of said board of directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the condominium, or 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 separate 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 all acts and duties imposed upon it by virtue of this declaration of condominium and the articles of incorporation and by-laws of said association, and as monies for any assessment 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 other 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 by reason of his divestment of ownership of such condominium parcel, by whatever means, the association shall not be required to account to such owner for any share of the funds or assets of the association, which may have been paid to the association by such condominium parcel owner, as all monies which any condominium parcel owner has paid to the association shall be and constitute an asset of said corporation which may be used in the operation and management of the condominium.

c. The payment of any assessment or installment thereof due to the association shall be in default if such assessment, or any installment thereof, is not paid unto the association on or before the due date for such payment.

d. The owner or owners of each condominium parcel shall be personally liable, jointly 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 is/are an owner or owners of a condominium parcel in the condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally for interest on such delinquent assessment or installment thereof as above provided, and

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

e. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel, or 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 therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such 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 be due on the amount of any delinquent assessments owing to the association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the association in enforcing this lien upon said condominium parcel. The lien granted to the association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida.

g. The lien herein granted unto the association shall be effective, from and after the time of recording in the Public Records of Dade County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the name and address of the Association, the amount due, and the date when due. No such lien shall continue in effect for a longer period than 1 year after the claim of lien has been recorded unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, and reasonable 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 same shall be satisfied of record.

h. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale or mortgage shall be concluded only upon compliance with other 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 assessment which shall be due and payable to the association by the owner of such condominium parcel. Such statement shall be executed by any 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 any voluntary conveyance of a condominium parcel, other than voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to receive from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt collection of the payment of any delinquent assessment 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 it, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt collection of any balance then remaining due.

17. Insurance:

a. Liability Insurance - The board of directors of the association shall obtain public liability, property damage liability and other liability insurance covering all real property owned by the association and all of the common elements of the condominium, and insuring the association and the unit owners, as its and their interests appear, in such amounts as the board of directors of the association may determine from time to time, provided that the minimum amount of coverage shall be \$500,000.00/\$1,000,000.00/\$50,000.00. said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, and off-premises employee coverage. All liability insurance shall contain a cross-liability endorsement to cover the liability of all unit owners, as a group, to any one unit owner. Premiums for the payment of such insurance shall be paid by the association and charged as a common expense.

b. Casualty Insurance; - Purchase of Insurance The association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the buildings (including all fixtures, installations or additions comprising that part of the building within the boundaries of the units initially installed, or replacements thereof, in accordance with the original plans and specifications therefor, but excluding all furniture, furnishings or other personal property owned, supplied or installed by unit owners or tenants of unit owners, including personal property owned by the

association, in and for the interest of the association, all unit owners and their mortgagees, as their interests may appear, with a company complying with the standards set by the board of directors of the association in an amount equal to the maximum insurable replacement value as determined annually by the board of directors of the association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the association and charged as a common expense. The company or companies with whom the association shall place its insurance coverage, as provided in this declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee who first records a mortgage encumbering the condominium shall have the right, for so long as it owns and holds any mortgage encumbering a condominium parcel, to approve the policies and the company or companies who are the insurers under the insurance placed by the association as herein provided, and the amount thereof, and the further right to designate and appoint the insurance trustee. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a condominium parcel, then these rights of approval and designation shall pass to an institutional first mortgagee selected by the board of directors which mortgagee shall hold mortgages on at least three (3) condominium units and in the event there are no institutional mortgagees that hold mortgages on at least three (3) condominium units, then, in such event, any institutional mortgagee selected by the board of directors.

C. Loss Payable Provisions - Insurance Trustee The insurance trustee, shall be a banking institution having trust powers and doing business in the state of Florida. The board of directors of the association shall select the insurance trustee. All policies purchased by the association shall be for the benefit of the association, all unit owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the insurance trustee (as hereinbefore defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the insurance trustee. The insurance trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the association, the unit owners and their respective mortgagees (sometimes collectively referred to hereinafter as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the insurance trustee:

- (1) Common elements - Proceeds on account of damage to common

elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(2) Condominium units - Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial destruction when units are to be repaired and restored to the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Article to the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees - In the event an Institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

d. Distribution of Proceeds - Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the owners and expended or disbursed after first paying or making provision for the payment of the expenses of the insurance trustee in the following manner:

(1) Reconstruction or Repair - If the damages for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying costs shall be distributed to the owners, all remittances to unit owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee, when requested by such institutional first mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair If the damage for which the proceeds were paid is not to be repaired and restored, the remaining proceeds shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee, when requested by such institutional first mortgagee, whose mortgage

provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the association, and should the board of directors of the association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the owners as surplus in the manner elsewhere stated.

(3) Certificate - In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the association, executed by the president and secretary of the association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the insurance trustee, the association forthwith shall deliver such certificate. In addition, the insurance trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

e. Loss Within a Single Unit or Units - If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the unit owner(s), remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

f. Loss Less Than Very Substantial - Where a loss or damage occurs to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The board of directors of the association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with minimal or no damage or loss to any individual unit, and if such damage or loss to the common elements is less than Seventy-Five Thousand Dollars (\$75,000.00), the insurance proceeds shall be endorsed by the insurance trustee over to the association, and the association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves an individual unit or units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone but is in excess of Seventy Five Thousand Dollars (\$75,000.00), the insurance proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property upon the written direction and approval of the association; provided, however, that upon the request of a holder of an institutional first mortgage which encumbers any damaged unit, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering the damaged condominium unit, so long as it owns and holds any mortgage encumbering A condominium unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to an institutional first mortgagee selected by the board of directors which mortgagee shall hold mortgages on at least three (3) condominium units and in the event there are no institutional mortgagees that hold mortgages on at least three (a) condominium units, then, in such event, any institutional mortgagee selected by the board of directors. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance trustee. The insurance trustee may rely upon the certificate of the association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bill and waivers of mechanic's liens to the insurance trustee and execute any affidavit required by law or by the association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(4) Subject to the foregoing, the board of directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for the portion of the deficiency as is attributable to his individual unit; provided, however, that if the board of directors finds that it cannot determine with reasonable certainty the portion of the

deficiency attributable to specific individual damaged unit(s), then the board of directors shall levy the assessment for the total deficiency against all the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the association to the insurance trustee and added by said trustee to the proceeds available for the repair and restoration of the property.

(6) In the event the Insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the Insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision shall be waived by the board of directors in favor of any institutional first mortgagee upon request made within ten (10) days after the casualty. In such event, such mortgagee shall only be entitled to the portion of the proceeds that would be applicable to the Condominium unit and not to the portion that would be applicable to the common elements, To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over by the association.

g. Very Substantial Damage - As used in this declaration, or any other context dealing with this condominium, the term "very substantial damage shall mean, loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per paragraph 17(b) becomes payable. Should "very substantial" damage occur, then:

(1) The Board of directors of the association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 17f shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The board of directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(3) Thereupon, a membership meeting shall be called by the board of directors of the association, to be held no later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium

project, subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two thirds (2/3) of the total votes of the members, of the condominium vote against such special assessment vote and to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 718.117 of the condominium act.

(b) If the net proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if two-thirds (2/3) of the total votes of the members of the condominium vote against such special assessment vote and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 718.117 of the condominium act. In the event a majority of the total votes of the members of the condominium vote in favor of special assessment, the association shall immediately levy such assessment, and thereupon the association shall proceed to negotiate and contract for such repairs as set out in paragraph 17f above. The special assessment funds shall be delivered by the association to the insurance trustee and added by said trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property, as provided in paragraph 17d above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish to the association the funds so paid over to his mortgagee.

(c) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the board of directors of the association shall be binding upon all unit owners.

h. Surplus - It shall be presumed that the first monies disbursed in payment of - costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the insurance trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the board of directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the

condominium requires distribution. In the event of distribution, then the insurance trustee shall distribute any such balance to the unit owners and their mortgages jointly.

i. Certificate - The insurance trustee may rely upon a certificate of the association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance trustee, the association forthwith shall deliver such certificate.

j. Plans and Specification - Any repair and restoration must be substantially in accordance with the plans and specification for the original buildings, or as the buildings were last constructed, or according to the plans approved by the board of directors of the association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The insurance trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

k. Association's Power to Compromise Claim - The association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the association, and to execute and deliver releases therefor upon the payment of claims.

l. A workmen's compensations policy shall be purchased to meet the requirements of law.

m. Such other insurance shall be purchased as the board of directors of the association shall determine from time to time to be desirable.

n. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit or as a result of his own negligence which causes damage outside of his own unit, and for purchasing insurance upon his own personal property including, but not limited to, flood insurance, living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph 17(o) hereinafter.

o. If available, and where applicable, the board of directors of the association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the association, and their respective servants, agents, and guests.

18. Conveyances, Sales, Rentals, Leases and Transfers. In



order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner other than the developer, except with respect to the developer as set forth in Section 18(i) hereof, shall be subject to the following provisions:

a. Prior to sale, conveyance, or transfer of any condominium parcel to any other person, the owner of the unit shall notify (the "owner's initial notice") the board of directors of the association, in writing and by certified mail, of the name and address of the person(s) to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the board of directors of the association. Within twenty-one (21) days from the receipt of the owner's initial notice, the application for transfer approval form, the purchase agreement and the receipt of such other information as has been requested by the board of directors of the association (whichever shall last occur), the board shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, (the "board's initial notice") and shall notify the owner of its decision. In the event the board of directors shall fail to approve or disapprove of a proposed sale within twenty-one (21) days, the failure to act as aforescribed shall be considered approval of the sale.


An affidavit of the secretary of the association stating that the board of directors approved or was deemed to have approved (such as, without limiting the generality of the foregoing, by its failure to act) in all respects on a certain date the sale or transfer of a condominium parcel to a certain person(s) shall be conclusive evidence of such fact.

b. Rental or Lease - A condominium parcel shall not be leased or rented without the prior written approval of the association, which approval shall not be unreasonably withheld, provided, however, that no lease shall be approved for a term of less than one hundred eighty (180) days, and further provided that with respect to said one hundred eighty (180) day term, the same shall only be done once a year. The board of directors shall have the right to require that a substantially uniform form of lease be used. The lease form must state that the lessee will abide by all of the condominium documents and that failure to do so is a material breach of the lease which will be cause for termination of the lease. The Developer is also obligated to obtain prior written approval of the association regarding rental or leasing of units under paragraph 18(i) hereof.

In the event the board of directors approves a rental or lease, such approval of a lease or rental shall not release the owner from any obligation under this declaration.

No owner of a condominium unit shall lease same to any party

without first giving the association notice in writing and by certified mail of such lease (the "owner's initial lease notice") including therein the name and address of the proposed lessee and such other information as may be reasonably required by the board of directors of the association. Within twenty-one (21) days from the receipt of the owner's Initial lease notice, application for lease approval form, the proposed form of lease and receipt of such other information as has been requested by the board of directors of the association (whichever shall last occur), the board shall either approve or disapprove of such proposed lease in writing (the "board's initial lease notice") and shall notify the owner of its decision. If the association, in its exercise of its reasonable discretion, elects to disapprove a lease, it must do so with cause and the cause or causes for such disapproval must be stated with particularity in the written notice of disapproval of the lease transaction. In the event that the board shall fail to approve or disapprove of a proposed lease within twenty-one (21) days, the failure to act as aforescribed shall be considered an approval of the lease.

c. If the purchaser or lessee is a corporation or other entity other than an individual person, the approval may be conditioned upon the approval by the association of all occupants of the condominium parcel. 

d. In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or if under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the board of directors of the association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the association, or within thirty (30) days from the date the association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the board of directors of the association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the

provision of this enabling declaration and by-laws of the association. if, however, the board of directors of the association shall refuse to consent, then the members of the association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, for the said condominium parcel, at the then fair market value thereof; should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the presiding judge of the circuit Court in and for Dade County., Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. in the event the then members of the association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons do designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel; but such sale shall be subject in all other respects to the provisions of this enabling declaration and by-laws of the association.

e. Any sale or lease not authorized pursuant to the terms of the declaration shall be void unless subsequently approved by the association.

f. At the discretion of the board of directors, there shall be deposited and delivered to the association a reasonable screening fee not to exceed Fifty Dollars (\$50.00) simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or Inheritance, for the purpose of defraying the association's expenses. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required. No charge shall be made in connection with an extension or renewal of a lease.

g. The foregoing provisions of this paragraph 18 shall not apply to transfer by a unit owner to any member of his immediate family (i.e. , spouse, children, or parents) - or if a parcel is owned by a form of cotenancy, to transfers from one cotenant to the other co-tenant.

h. No judicial sale of a parcel or any interest shall be valid unless:

(1) The sale is to a purchaser approved by the association which approval shall be in recordable form, executed by two (2) officers of the association, and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding.

i. The foregoing provisions of this paragraph 18 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage on the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. The assignee or successor of a mortgage originally given to an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional Mortgagee. Neither shall such provisions apply to the developer or the assignee or nominee of the developer or any person who is an officer, stockholder or director of the developer, and any such person or corporation shall have the right to freely sell or transfer the title and possession of a unit without complying with the provisions of this paragraph 18, and without the approval of the association, and without payment of any screening fee. However, the developer, its officers, shareholders, directors, assignees or nominees may not lease any units which they own unless they obtain the consent of the association in accordance with the terms hereof.

19. Restraint upon Separation and Partition. Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his association membership. Recognizing that the proper use of a condominium by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other 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 appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

20. Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the declaration, by-laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fee may be recovered against the association in such action.

In addition to the foregoing, if a unit owner fails to comply with the terms of this declaration, the by-laws, 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 agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

21. No Waiver of Rights. The failure of the developer, or the association, or any unit owner to enforce any covenant, restriction, or other provision of the condominium act, this declaration, the articles of incorporation 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.

22. Assignability of Rights of Developer. The right and privileges reserved in this declaration of condominium 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 to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee 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 nominees, assignees or designees of the developer.

23. Amendments. Except as elsewhere provided otherwise, this declaration and the articles 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 of directors of the association 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 the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Such approvals must be either by:

(1) Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the board of directors and by not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the association; or

(2) Not less than seventy-five percent (75%) of the votes of the entire 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 a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

Proviso: Provided, however:

(4) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel.

(5) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment and unless a majority of the total voting interests shall approve such amendment.

(6) No provision of paragraph 17 of this declaration may be changed without the written consent and approval of seventy-five percent (75%) of all institutional mortgagees of record of this condominium.

(7) No amendment 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 association is expressly noted thereon in writing.

(8) Notwithstanding anything to the contrary contained in this declaration, the developer expressly reserves the right to amend the declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The developer may amend this declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the declaration among the Public Records of Dade county, Florida, which amendment (or amendments) 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 of the condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the 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 the incorrect original legal description was made to make that description 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.

(9) In the event it shall appear that there is an error or omission in this declaration or exhibits thereto, then and in that event the association may correct such error and/or omission by an amendment to this declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in paragraphs 23a and 23b but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission 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 the amendment may express their approval, in writing, delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

I) Not less than thirty-three and one-third percent (33 1/3%) of the entire membership of the board of directors and by not less than ten percent (10%) of the votes of the entire membership of the condominium; or

II) Not less than twenty-five percent (25%) of the votes of the entire membership of the association; or

III) 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 a deed, and such amendment shall be effective when recorded in the Public Records of Dade County, Florida.

(c) The foregoing provisions relating to amendments for defects, errors or omissions is in accordance with and pursuant to Florida Statute Section 718.110.

(d) That the amendment made pursuant to this paragraph

23b(9) need only be executed and acknowledged by the developer or the association and by no other parties whomsoever.

(10) Subject to the restrictions set forth in paragraph 36(b) with regard to minimum and maximum number of units and general size of units in each phase, the developer reserves the right to change the interior designs and arrangement of all units and to alter 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, without amendment of this declaration in the manner hereinbefore set forth. If the developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this declaration with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the developer and any holders of institutional mortgages 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 provided that developer obtains the consent of not less than a majority of total voting interests, together with apportioning common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall be duly noted in the amendment of the declaration.

C. A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer when recorded in the Public -Records of Dade County, Florida.

(11) No amendment shall be adopted or passed which would impair or prejudice the rights and priorities of any institutional first mortgagee or its rights under the institutional first mortgage, notwithstanding anything to the contrary herein.

24. Termination. This condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida statutes, at any time. In addition thereto, when there has been "very substantial" damage, as defined in paragraph 17g above, this condominium shall be subject to termination, as provided in paragraph 17g above.

25. 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 horizontal plane of the lower surface of the unfinished ceiling.

(2) Lower Boundaries - The horizontal plane of the upper surface of the unfinished floor.

b. The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries.

c. Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective units, nor shall owners be deemed to own pipes, wires' conduits, chases, chase areas or other public utility lines running through units which are utilized by or serve more than one (1) unit owners shall not be deemed to own the exterior of unit entrance doors which provide access to the corridors and hallways. These items are hereby made a part of the common elements. However, an owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter wall, floors, and ceilings, including plaster, paint and wallpaper of his unit.

d. in the event that any -boundary contains apertures, including, without limitation, windows, doors, skylights and conversation pits, such boundaries shall be extended or modified to include the undecorated finished interior surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the unit.

e. With respect to matters that are not expressly addressed in this paragraph 25, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graphic description attached as exhibit "B" to the declaration shall control, except that provisions of subparagraph d. above shall control unless specifically reflected on said exhibit "B" hereto.

26. Covenant Running With the Land. All provisions of this declaration, the articles of incorporation, by-laws and rules and regulations of the association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not

intended to create nor shall they be construed as creating any rights in and for the benefit of the general public. All present and future unit owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this declaration and the articles of incorporation, by-laws and rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the articles, by-laws and rules and regulations of the association, are adopted and ratified by such unit owners, tenant or occupant.

27. Restrictions and Easements. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or 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 weakening the buildings' 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 lands, 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, their 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 utilized 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 would fulfill said Intent. If, however, the Intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is not a grantee in being who has the capacity to take and hold the said easements by virtue of the reservation grants of easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforescribed 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 originally granted the benefit of said easement or license or 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, or do 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 conveying, dedicating or granting easements to the appropriate municipal authorities 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.

An easement, whether heretofore or hereafter created under and pursuant to this declaration of condominium, shall constitute a covenant running with the land of the condominium and, notwithstanding any other provisions of this declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the condominium. The unit owners of this condominium do hereby designate the developer and/or the association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

28. Developer's Tenants. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the developer under lease agreements heretofore or hereinafter consummated and agreed upon. 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 a non-exclusive basis all common elements of the condominium without any cost or expense.

29. 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 other 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. Invalidation of any portion of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in no-wise affect any of the other 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 originally 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 but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the association.

30. Execution of Documents Required by City of Hialeah, Florida. The developer's plan for the development of this condominium may require, from time to time, the execution of certain documents required by City of Hialeah, Hialeah, Florida. To the extent that said documents require the joinder of any or all unit owners in this condominium, each of said owners does irrevocably give and grant to the developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

31. 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.

32. Approval and Ratification. The association, by its execution of this declaration of condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this declaration of condominium and exhibits attached thereto. The condominium unit owners, by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this declaration of condominium and exhibits attached thereto.

33. Warranties. The developer does not warrant to the association or the unit owners or their tenants the construction of, or any part of, the condominium property, common elements or units, save and except any express written warranties delivered by the developer in writing to 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. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents and disclosures materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

The Seller specifically disclaims any liability for variations in tile, carpeting, plumbing fixtures and colors. Furthermore, the Seller disclaims any liability for formica chips and scuffs in kitchen cabinets, vanities and tubs occurring after closing.

34. Rules and Regulations.

a. As to Common Elements - The board of directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The board of directors shall, 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 of directors.

b. As to Condominium Units - The board of directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium units, provided, however, that copies of such rules and regulations are furnished to each unit owner prior to 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 until amended by the board of directors 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 over who 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 at least a fifty-one percent (51%) majority vote or consent of the board of directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the declaration of condominium 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 "G" and made a part hereof as though set out in full.

35. Sales Activity and Developer's Rights. Until the developer had completed and sold all units of 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 assigns) may take such use of the unsold units and the common elements 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. The developer may use unsold units as sales offices for display purposes to prospective condominium 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 personal property, model furnishings, signs and all items pertaining to sale shall not be considered common elements and shall remain the property of the developer.

36. Additions, Alterations or Improvements by Unit Owners.

a. Consent of the Board of Directors. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the board of directors. The board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within thirty (30) 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 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 Silver Gardens Condominium Association, Inc., 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. A unit owner shall not do anything within his unit which would adversely affect the safety or soundness of the common elements.

b. Additions, Alterations or Improvements to Developer-owned Units. The foregoing restrictions of this paragraph 36 shall not apply to developer-owned units. 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 non-structural, 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). Notwithstanding the foregoing the maximum number of buildings in the condominium after all phases have been added as contemplated pursuant to paragraph 42 hereof is 14. The maximum and minimum number of units in each building to be contained in the phases contemplated pursuant to paragraph 42 hereof is as follows: Phase I (12 units); Phase II (8 units); Phase III (10 units); Phase IV (8 units); Phase V (10

units); Phase 6 (12 units). See Exhibit I to the Declaration of Condominium for more details. The maximum number of units is 60. The minimum and maximum square footage of units that may be contained within each parcel of land which may be added to the condominium shall be as follows:

<u>Type of Unit</u>	<u>Minimum</u>	<u>Maximum</u>
A-1	996	1034
A-2	996	1034
B-1	996	1028
B-2	996	1028
C-1	1158	1228
C-2	1158	1228

The developer will offer the following unit types:

Unit Type "A-1" is a ground floor, single level design, will be a two (2) bedroom, two (2) bathroom unit and will consist of maximum (gross) footage of 1034 feet and minimum (net) square footage of 996 feet. The foregoing represents both the minimum and maximum number of bedrooms and bathrooms in Type A-1 units. There will be two (2) Type A-1 units in each of phases two, three, four, five and six for a grand total of twenty-two (22) type A-1 units.

Unit Type "A-2" is on the upper floor and is a mirror image of the Unit Type "A-1" plan, a single level design, it will be a two (2) bedroom, two (2) bathroom unit and will consist of a maximum (gross) square footage of 1034 square feet and minimum (net) square footage of 996 square feet. The foregoing represents the minimum and maximum number of bathrooms and bedrooms in Type A-2 units. There will be two (2) type A-2 units in each of phases one, two, three, four, five and six, for grand total of twenty-two (22) type A-2 units.

Unit Type "B-1" is a ground floor, single level design, will be a two (2) bedroom two (2) bathroom unit and will consist of maximum (gross) footage of 1028 feet and minimum (net) square footage of 996 feet. The foregoing represents both the minimum and maximum number of bathrooms and bedrooms in Type B-1 units. There will be six (6) Type B-1 units in phases three and five, for a grand total of twelve (12) type B-1 units.

Unit Type "B-2" is on the upper floor and is a mirror image of the Unit Type B-1 plan, a single level design, it will be a two (2) bedroom two (2) bathroom unit and will consist of maximum (gross) footage of 1028 square feet and minimum (net) square footage of 996 feet. The foregoing represents the minimum and

maximum number of bathrooms and bedrooms in Type B-2 units. There will be six (6) Type B-2 units in phases three and five, for a grand total of twelve type B-2 units.

Unit Type "C-1" is a ground floor, single level design, will be a three (3) bedroom, two (2) bathroom unit and will consist of maximum (gross) footage of 1228 feet and minimum (net) square footage of 1158 feet. The foregoing represents both the minimum and maximum number of bedrooms and bathrooms in Type C-1 units. There will be four (4) Type C-1 units in phase one.

Unit Type "C-2" is a second floor, single level design, will be a three (3) bedroom, two (2) bathroom unit and will consist of maximum (gross) footage of 1228 feet and minimum (net) square footage of 1158 feet. The foregoing represents both the minimum and maximum number of bedrooms and bathrooms in Type C-2 units. There will be four (4) Type C-2 units in phase one.

The estimated latest date of completion constructing, furnishing and equipping this condominium, by phase is as follows:

Phase One	June 30, 1998
Phase Two	Sept. 30, 1998
Phase Three	December 30, 1998
Phase Four	March 30, 1999
Phase Five	June 30, 1999
Phase Six	Sept. 30, 1999

The maximum number of buildings in the condominium is fourteen (14). The maximum and minimum number of units in each building is as follows: Buildings four and seven (six units in each building) for a total of twelve (12) units; Buildings two (2), three (3), five (5), six (6), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13) and fourteen (14) four (4) units per each building. The maximum number of units is sixty (60) for the fourteen (14) buildings that the condominium will consist of.

37. Changes in Developer-Owner Units. Subject to the restrictions set forth in paragraph 36(b) with regard to minimum and maximum number of units and general size of units in each phase, developer shall have the right, without 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 non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any developer-owned units; their appurtenant interest in the common elements and share of the common elements and share of the common expenses provided that developer obtains the consent of not less than a majority of total voting interests; provided, however, that the percentage interest in

the common elements of any units shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provision of this paragraph may not be added to, amended or deleted without the prior consent of the developer.

38. Maintenance standards.

a. Review of Proposed Construction No building, exterior wall or other exterior structure shall be conducted, erected or maintained, nor shall any exterior painted surfaces be repainted, nor shall any exterior addition or change or alteration be made to the exterior of any building, nor shall there be any material modification of the landscaping with respect to either the common elements or any building containing units subject to assessment hereunder, until the plans and specifications showing the nature, kind, share, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and color and location in relation to surrounding structures and topography, by the association. The association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the common elements, the buildings containing the units, and the residential community, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The association may also issue rules or guidelines setting forth procedures for the submission of plans of approval. The association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the association of any required plans and specifications, the association may postpone review of any plans submitted for approval.

b. Maintenance and Repair Obligations. In addition to the duty of the association to provide for maintenance as provided under this declaration, it shall be the duty of the association, at its sole cost and expense, to maintain, repair, replace and restore areas subject to its exclusive control in a neat, sanitary and attractive condition, pursuant to and in accordance with paragraph 12 of this declaration. The foregoing includes commonly metered utilities, and any and all utility facilities and buildings on the common elements. In addition to maintenance, the association shall provide all necessary landscaping and gardening to properly maintain and periodically replace, when necessary, the trees, plants, grass and other vegetation which is on the common elements. The association shall further maintain, reconstruct, replace and refinish any paved surface in the common elements.

C. Maintenance Obligations of Association. Pursuant to the provisions of this article, the association shall maintain or provide for the maintenance of all of the common elements in good order and repair. In addition to improvement maintenance, the association shall provide all necessary landscaping and gardening to properly maintain and periodically replace, when necessary, the trees, plants, grass and other vegetation which is on the common elements. The association shall further maintain, reconstruct, replace and refinish any paved surface in the common elements. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the common elements. All of the foregoing obligations of the association shall be discharged when and in such manner as the board of directors of the association shall determine in their judgment to be appropriate.

d. Exterior Appearance and Design. Any building containing units which has suffered damage may apply for approval to the association for reconstruction, rebuilding or repair of the improvements therein. Applications for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The association shall grant such approval only if, upon the completion of the work, the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the association to act within thirty (30) days after receipt of such a request in writing, coupled with the drawings and plot plans showing the full and complete nature of the proposed changes, shall constitute approval thereof provided the proposed changes are substantially similar to the appearance and design which existed prior to the date of the casualty.

39. Rights Reserved unto Institutional Mortgages. So long as any 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 institutional mortgagee or institutional mortgagees shall have the following rights, to wit:

a. To be furnished by the association with at least one copy of the annual financial statement and report of the association, prepared by a certified public accountant designated by the association, including a detailed statement of annual carrying 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 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 default by any member owning a condominium parcel encumbered by a mortgage held by such institutional mortgagee or institutional mortgagees, such notice to be given 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.

d. 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 being understood that the association shall deposit in an escrow depository, satisfactory to each institutional mortgagee or institutional mortgagees, a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the association may designate any institutional mortgagee interested in the condominium to act in such capacity.

Whenever any institutional mortgagee- or institutional mortgagees desire the provisions of this article 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 and sent to 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 written notices shall identify the condominium parcel or condominium parcels upon which any such institutional mortgagee or institutional mortgagees hold any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be sent by the association to such institutional mortgagee or institutional mortgagees.

Premiums for insurance required to be placed by the association shall be common expense and shall be paid by the association.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

40. Plan of Development. It is the intent of the developer to disclose to prospective purchasers a development plan for a residential community which is known as Silver Gardens Condominium complex which community is contemplated to consist of three (3) condominium buildings and common elements (Phase 1) for which this declaration is applicable (constructed upon the land which is legally described in exhibit "A" as attached hereto) and which is known as Silver Gardens Condominium, a Condominium, and other land and improvements as hereinafter described. The legal description of the land of the complex is attached hereto as exhibit "C" and made a part hereof as though set out in full and hereinafter referred to as the "complex land." The complex consists of this condominium and/or separate condominiums and improvements upon the complex land. A portion of the complex land is designated as the Silver Gardens Condominium "future development land," and may be used by the developer as the developer, in its sole discretion, may desire. Construction of the complex is a projected plan of development only and nothing herein contained shall be construed as making it obligatory upon the developer to construct said complex, except for the units under this declaration; or, if constructed, the developer need not submit said additional structures outside this condominium to condominium ownership. They may, instead, be utilized as rental-type structures.

In the event the developer develops the "future development land," or any part thereof, as condominium units, then said units shall be phased in as part and parcel of Silver Gardens, a Condominium, pursuant to and under the Condominium Act of the State of Florida. Said phased-in units will be governed by the condominium association governing the affairs of the condominium, which association is known as Silver Gardens Condominium Association, Inc., a non-profit corporation, hereinafter referred to as the "association." For full information pertaining to the phasing in of condominium units for this condominium, please refer to paragraph 42 of this declaration.

41. Developer's Right to Continue construction.

Developer reserves the inalienable right to complete the construction of the community, notwithstanding that a purchaser of any unit has closed title.

42. Provisions for a Phase condominium. The condominium may be part of a phase project, pursuant to and in accordance with the condominium act of the State of Florida; and, in the event the developer elects to add phases to this condominium, an hereinafter described, then a complete description of the phasing is as follows:

a. In the event of phasing, as hereinafter described, then this condominium as originally submitted under this prospectus will sometimes be referred to as "Phase 1" In addition to Phase 1

there may be five (5) additional phases to this condominium as hereinafter-described.

b. Attached hereto as exhibit "K" are the Site Plans of the land on which phases to this condominium may become a part of the condominium and upon which improvements may be built. in the event the land shown on exhibit "K" is phased in as part of this condominium, then those portions of the condominium will be referred to as Phase 2 through 6, inclusive.

c. Each of the units owners shall own an undivided fractional interest in the common elements and limited common elements.

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in and to the common elements, said undivided fractional interest in the common elements to be deemed to be conveyed with and encumbered with its respective condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided fractional interest in the common elements appurtenant to each unit shall be null and void. The term "common elements," when used throughout the declaration, shall mean both common elements and limited common elements. Any common surplus and all common expenses pertaining to the association shall be owned by and shared by each of the unit owners, as the case may be, in the same proportion as their percentage ownership interest in the common elements.

d. Developer, its successors or assigns, shall have no obligation or responsibility to cause any additional phase or its improvements to be constructed.

e. In the event the additional Phases are added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit shall be one (1) vote per unit. It is the intention that in the event additional Phases are added, the membership in the association shall increase by the additional units as added in each successive Phase; e.g., after Phase 2 is added in each unit thereof shall have one vote and each unit of Phase 1 shall have one vote, for a total for both Phases 1 and 2 of twenty (20) votes.

f. The time period within the last of the Phases must be completed, in the event the developer elects to add all additional Phases, is on or before December 31, 1999.

g. Subsequent phase(s) shall be filed prior to offering any unit therein for sale or lease when the lease period is more than five years.

In addition, upon substantial completion of the construction of each subsequent phase, the developer shall file with

the Division a survey prepared by a surveyor authorized to practice in the State of Florida with the appropriate certificate of the surveyor. Said certificate shall state that the construction of the improvements is substantially complete and is an accurate representation of the location and dimensions of the improvements.

h. Phases may be added by the developer by the filing of an amendment to this declaration of condominium and describing the real property and the condominium units, the common elements and the limited common elements to be added to the condominium from time to time. Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the declaration adding a Phase to the condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or the association; however, such amendments shall require the execution or consent thereto by the developer of the Phase being added.

i. The developer of the additional Phases (2 through 6) may be the developer of this condominium and/or the nominee, designee, assignee or successor, in whole or in part, of the developer.

j. The complex/project will be developed in six separate phases on six contiguous parcels of land as follows:

(1) Phase One of the condominium will consist of three buildings, each building containing two stories (Buildings 1, 2 and 14) and each building consisting of 4 residential condominium units (which is both the minimum and maximum number of units in each building).

(2) Phase Two of the condominium will consist of two buildings, each building containing two stories (Buildings 3 and 13) and each building consisting of 4 residential condominium units (which is both the minimum and maximum number of units in each building).

(3) Phase Three of the condominium will consist of two buildings containing two stories. Buildings (4) and (12). Building (4) consisting of 6 residential condominium units and Building (12) containing 4 residential condominium units (which are both the minimum and maximum number of units in each of the buildings herein described).

(4) Phase Four of the condominium will consist of two buildings, each building containing two stories (Buildings (5) and (6) and each building consisting of 4 residential condominium units (which is both the minimum and maximum number of units in each building).

(5) Phase Five of the condominium will consist of two buildings containing two stories. Building (7) and (8). Building (7) containing 6 residential condominium units, and Building (8) containing 4 residential units (which are both the minimum and maximum number of units for each of the buildings herein described).

(6) Phase Six of the condominium will consist of three buildings, each building containing two stories (Buildings (9), (10) and (11) and each building consisting of 4 residential condominium units (which is both the minimum and maximum number of units in each building).

The foregoing represent both the minimum and maximum of number of buildings that may be contained within the condominium and the maximum number of unit that may be contained in this condominium is 60 units (which is both the minimum and maximum number of units in each building).

The minimum and maximum square footage of units that may be contained within each parcel of land which may be added to the condominium shall be as follows:

<u>Type of Unit</u>	<u>Minimum</u>	<u>Maximum</u>
A-1	996	1034
A-2	996	1034
B-1	996	1028
B-2	996	1028
C-1	1158	1228
C-2	1158	1228

k. Time share estates will not be created with regard to any of the units in any of the phases.

l. Exhibit "H" attached hereto is the plot plan and survey for phases 2 through 6 inclusive of the condominium.

m. Exhibit "I" attached hereto is a general description of the number, type and general description of the units in phases I through 6.

n. Exhibit "J" to the Declaration reflects each unit's percentage ownership in the common elements as each phase is added. The formula by which a unit owner can compute that unit's change in percentage or proportion of ownership in the common elements as each phase is added is based on a fraction set forth as follows:

Percentage of ownership of common elements

The total square footage of the subject unit
The total square footage of all units for phases which have been submitted to condominium ownership.

o. The developer shall notify owners of existing units of the decision not to add one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of his unit or at his last known address.

p. If one or more phases are not built, the units which are built are entitled to 100 percent ownership of all common elements within the phases actually developed and added as part of the condominium.

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 of the common elements or by the abandonment of his unit.

b. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by regular mail (not certified or registered mail) addressed to such unit owners at their place of residence in the condominium, unless the unit owner has, by written duly receipted for,, specified a different address. Proof of such mailing or personal delivery by the association shall be given by the affidavit of the person mailing or delivering said notices. All notices required or desired hereunder, or under the by-laws to the association, shall be sent by certified mail (return receipt requested) to the association c/o its office at the condominium or to such other address as the association may hereafter designate from time to time by notice in writing to all unit owners. All notices to mortgagees of units and the developer shall be sent by certified mail (return 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 mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Notices required to be given 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 or its 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 of directors of the association from removing or authorizing the removal of any party wall between any units 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 on the exhibits attached to this declaration, notwithstanding the fact that several units are used as one, to 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 are 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. All unit owners and the developer, and its assigns are hereby granted easements for purposes of ingress and egress over all common elements intended for such purposes.

f. 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 said condominium act shall prevail and shall be deemed incorporated therein.

g. 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 violation or breaches which may occur.

h. Wherever the signature of the president of the association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the secretary of the association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the association in two separate capacities.

i. 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.

IN WITNESS WHEREOF, ARCA DEVELOPMENT, INC. has caused these presents to be executed in its name by its proper officers and its

corporate seal to be affixed this 4TH day of MAY, 1998

Signed, sealed and delivered in the presence of:

Abelardo Ruiz
ABELARDO RUIZ
Print Name

Arturo Ferrandez
ARTURO FERRANDEZ
Print Name

ARCA DEVELOPMENT, INC.
By Camiilo M. Jaime
CAMILO M. JAIME, President

Attest: Jesus Robles
JESUS ROBLES, Vice-Pres.

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 4TH day of MAY, 1998 by CAMILO M. JAIME as President of ARCA DEVELOPMENT, INC., a Florida corporation, on behalf of corporation. He is personally known to me or has produced _____ as identification.

OFFICIAL NOTARY SEAL
GRACIELA CERNUDA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC643792
MY COMMISSION EXP. MAY 1, 2001

Graciela Cernuda
NOTARY PUBLIC
Print Name GRACIELA CERNUDA
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 4TH day of MAY, 1998 by JESUS ROBLES, as Vice President of ARCA DEVELOPMENT, INC., a Florida corporation, on behalf of corporation. He is personally known to me or has produced _____ as identification.

OFFICIAL NOTARY SEAL
GRACIELA CERNUDA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC643792
MY COMMISSION EXP. MAY 1, 2001

Graciela Cernuda
NOTARY PUBLIC
Print Name GRACIELA CERNUDA
My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

OCEAN BANK, A STATE BANKING CORPORATION, being the holder of that certain mortgage, dated the 24th day of July, 1996, filed for record on July 24, 1996, in Official Records Book 17287, Page 0266 of the Public Records of Dade County, Florida, hereby consents to the filing of the foregoing declaration of condominium of SILVER GARDENS CONDOMINIUM, in accordance with the applicable provisions of Florida Statutes, Chapter 718.

OCEAN BANK,
A STATE BANKING CORPORATION

[Handwritten Signature]

By: WILDO P. PEREZ
Name: SENIOR VICE PRESIDENT
Date: MARCH 26th, 1997

Signed, sealed, and delivered in the presence of:

Barbara Garcia
BARBARA GARCIA

Printed Name of Witness

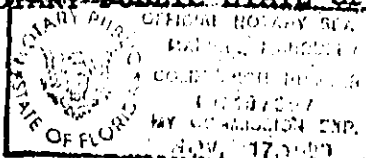
Maria Garcia
MARIA GARCIA

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 26 day of March, 1997, by WILDO P. PEREZ as SR. VICE-PRES of the OCEAN BANK who is personally known to me or who has produced D. H.C. as identification and who did not take an oath.

Maribel Mandule
NOTARY PUBLIC STATE OF FLORIDA



OFF. REC. 18136PC3420

EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM OF
SILVER GARDENS CONDOMINIUM

LEGAL DESCRIPTION OF THE REAL PROPERTY
BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

OFF. REC. 1813613421

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE I

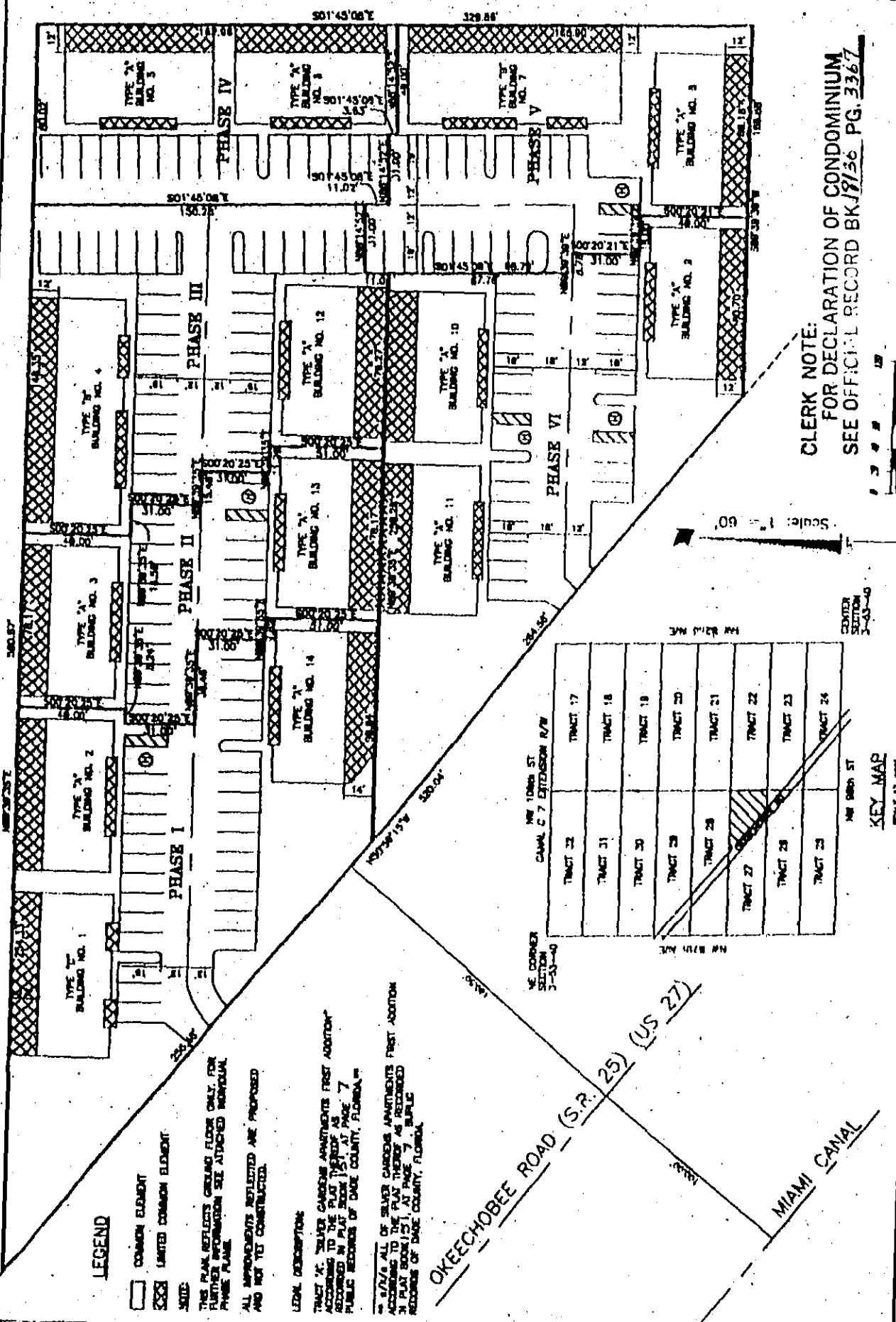
That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 at Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Tract "A"; thence run N89°39'35"E along the North line of said Tract "A" for 254.33 feet; thence run S00°20'25"E for 49.00 feet; thence run S89°39'35"W for 6.24 feet; thence run S00°20'25"E for 31.00 feet; thence run N89°39'35"E for 38.48 feet; thence run S00°20'25"E for 31.00 feet; thence run N89°39'35"E for 9.82 feet; thence run S00°20'25"E for 51.00 feet; thence run S89°39'35"W for 98.84 feet to the Southwest line of said Tract "A" and the Northeast Right of Way line of Okeechobee Road; thence run N50°59'15"W along the Southwest line of said Tract "A" and the Northeast Right of Way line of Okeechobee Road for 255.48 feet to the Point of Beginning.

OFF. REC. 18136PC3422

EXHIBIT "B" to the
DECLARATION OF CONDOMINIUM
OF
SILVER GARDENS CONDOMINIUM

PLOT PLAN, SURVEY, AND GRAPHIC DESCRIPTION



LEGEND

- COMMON ELEMENT
- ▨ LIMITED COMMON ELEMENT
- ⊙ SITE

THIS PLAN REFLECTS GROUND FLOOR ONLY FOR FURTHER INFORMATION SEE ATTACHED INDIVIDUAL PHASE PLANS.
 ALL IMPROVEMENTS INDICATED ARE PROPOSED AND NOT TO BE CONSTRUCTED.

LEGAL DESCRIPTION

TRACT 14, SILVER GARDENS APARTMENTS FIRST ADDITION ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 151, AT PAGE 7 PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
 S 1/2 ALL OF SILVER GARDENS APARTMENTS FIRST ADDITION ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 151, AT PAGE 7 PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

CLERK NOTE:
 FOR DECLARATION OF CONDOMINIUM
 SEE OFFICIAL RECORD BK 18136 PG. 3367

Scale: 1" = 60'
 CENTER SECTION 2-43-40

KEY MAP
 SCALE 1" = 600'

TRACT 17	TRACT 18	TRACT 19	TRACT 20	TRACT 21	TRACT 22	TRACT 23	TRACT 24
TRACT 25	TRACT 26	TRACT 27	TRACT 28	TRACT 29	TRACT 30	TRACT 31	TRACT 32

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK

DATE	25/28/87
SCALE	1" = 60'
PROJ. NO.	87-172

JAMES AYLWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 15327 N.W. 80TH AVENUE, SUITE 245
 MIAMI LAKES, FLORIDA 33014
 (305) 827-2218

SHEET TITLE
PHASE PLAN

PROJECT NAME
SILVER GARDENS CONDOMINIUM

DRAWN BY/DATE	DATE
CHECKED SAC	DATE
APPROVED EA	DATE

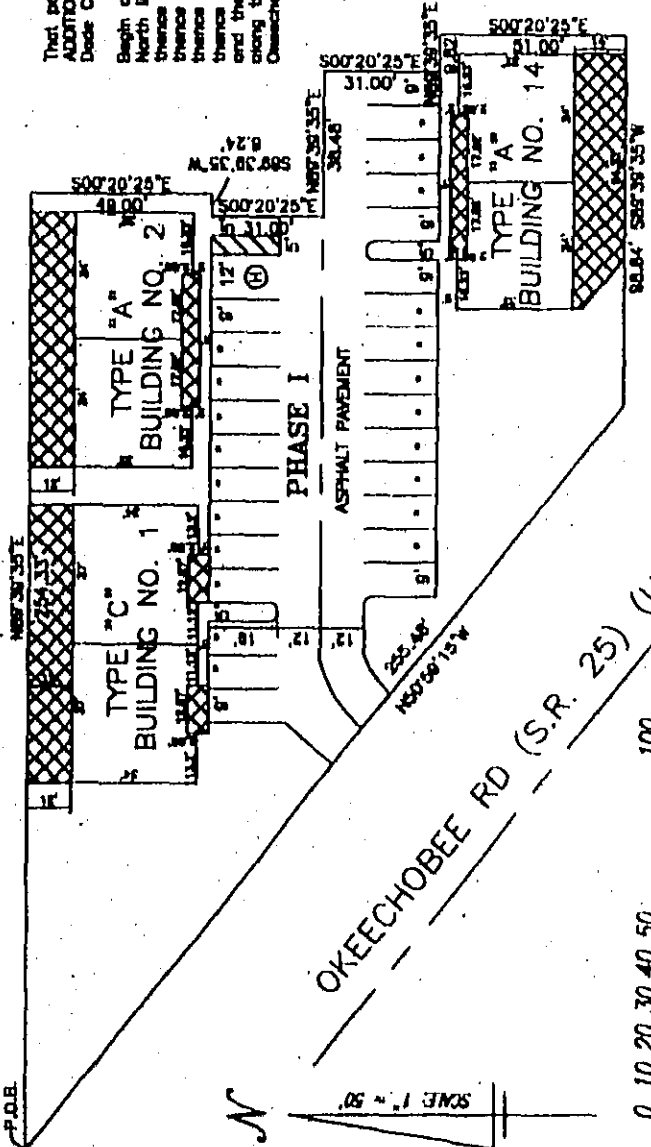
LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE I

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 of Page 7 of the Public Records of Deade County Florida, being more particularly described as follows:

Begin at the Northwest corner of said Tract "A"; thence run N88°38'35"E along the North line of said Tract "A" for 254.33 feet; thence run S00°20'25"E for 40.00 feet; thence run S88°38'35"W for 6.34 feet; thence run S00°20'25"E for 31.00 feet; thence run N88°38'35"E for 38.48 feet; thence run S00°20'25"E for 31.00 feet; thence run N88°38'35"E for 8.82 feet; thence run S00°20'25"E for 51.00 feet; thence run S88°38'35"W for 88.84 feet to the Southeast line of said Tract "A"; and the Northeast Right of Way line of Okeechobee Road; thence run N88°38'35"E along the Southeast line of said Tract "A" and the Northeast Right of Way line of Okeechobee Road for 255.48 feet to the Point of Beginning.

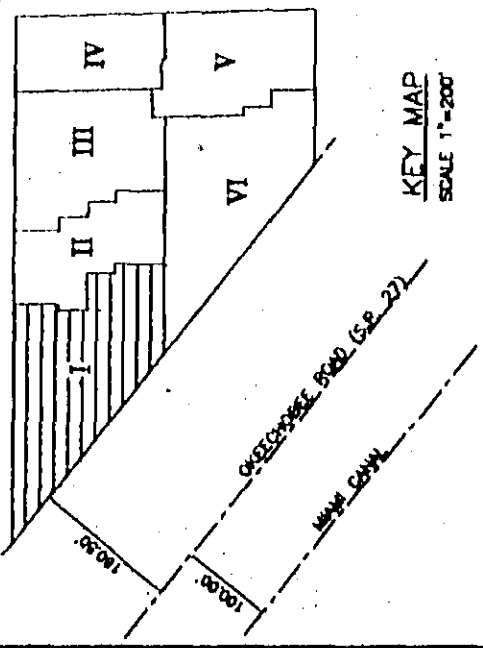
LEGEND

- ▨ LIMITED COMMON ELEMENT
- P.O.E. POINT OF BEGINNING



NOTES:

- A. Each condominium unit is composed of the residential unit.
- B. Condominium 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:
 1. Horizontal Dimensions: Each unit shall consist of the space bounded by the unfinished interior surfaces of the perimeter walls of each unit.
 2. Vertical Dimensions: Each unit shall consist of the space bounded at the lowest side of the underside of the unfinished surfaces of each units lower floor level and bounded at the lowest side of the ceiling of each unit.
- C. Limited Common Element means and comprises those common elements which are reserved for use of certain condominium units, particular reference is made to the assigned terraces. (Patios and Assigned Parking Spaces).
- D. All lands and other improvements not located within the boundaries of the condominium units are part of the common element.
- E. Common Element means the portion of the property not included in the condominium unit but shall include easements through each unit for electrical conduits, plumbing pipes, ducts, telephone lines, and other facilities, for the furnishing of utility services to each unit and the common element.
- F. The attached plat of SILVER GARDENS CONDOMINIUM PHASE I Exhibit pages through to the Declaration of Condominium submitted by the undersigned who has this of records to the real property herein described and who hereby creates the same as provided for by Chapter 718, Laws of the State of Florida, "The Condominium Act", as amended.
- G. See Condominium Documents for exact definitions.
- H. Bearings are based on the North Line of Tract "A" as shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 151 of Page 7



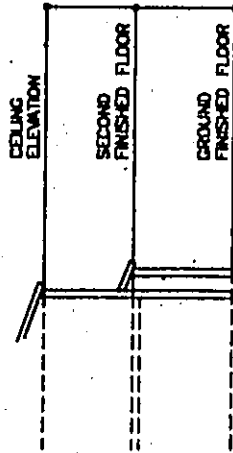
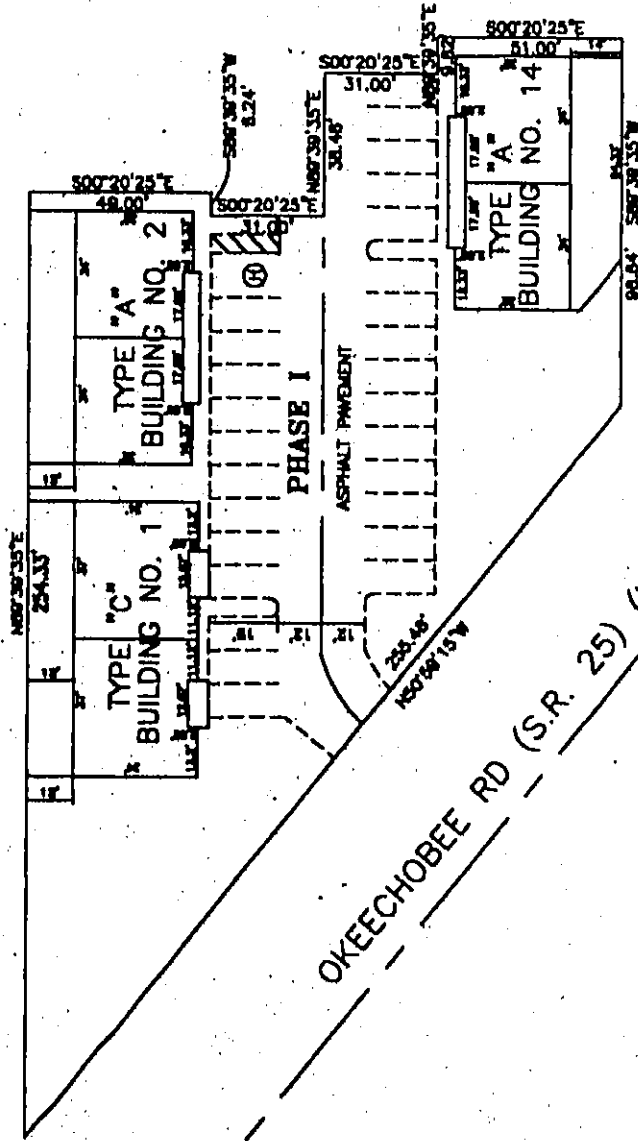
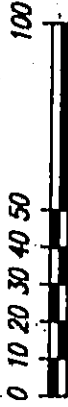
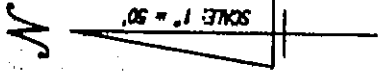
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE BEFORE PROCEEDING W/WORK	SHEET 1
DATE: 05/29/87	OF 2
SCALE: 1"=80'	
PROJ. NO.: E-172	

JAMES AYLWARD & ASSOC., INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
18337 N.W. 80TH AVENUE, SUITE 245
MIAMI LAKES, FLORIDA 33014
(308) 827-2318

SHEET TITLE
PHASE I
1ST FLOOR
SITE PLAN

PROJECT NAME:
SILVER GARDENS
CONDOMINIUM

DRAWN	FE/CAD	CHECKED	MAC	APPROVED	JEA
NO.	DATE	NO.	DATE	NO.	DATE



ELEVATION SKETCH
NOT TO SCALE

SURVEYOR'S CERTIFICATION:
The certification made this 4th day of June, 1988, by the undersigned land surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Chapter 718 of the Florida Statutes, The Condominium Act, as amended, and certifies that this survey, site plan, description, floor plans, graphic descriptions, and other materials, together with the Declaration, are in sufficient detail to identify the common element of each unit and their relative location and approximate dimensions. Further, this is a certification that this survey and site plan, description, floor plans, graphic descriptions, and other materials in connection herewith and the construction of the improvements is substantially complete so that the materials, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common element and of each unit can be determined from these materials. The undersigned also hereby certifies that all planned improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

JAMES AYLWARD & ASSOCIATES, INC.
L.B. NO. 5183
James F. Aylward
Sharon Aylward, P.L.S. No. 2419
James F. Aylward, P.L.S. No. 2180
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:
The location and dimensions of buildings and other improvements shown herein are based upon plans prepared by Associates Key Architects and are subject to change or revisions due to construction variations.

SHEET 2 OF 2	
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING W/WORK	DATE: 05/29/87
SCALE: 1"=50'	PROJ. NO.: 87-172
JAMES AYLWARD & ASSOCIATES, INC.	
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS 16327 N.W. 80TH AVENUE, SUITE 245 MIAMI LAKES, FLORIDA 33014 (305) 837-2218	
SHEET TITLE	PHASE I 2nd FLOOR SITE PLAN
PROJECT NAME	SILVER GARDENS CONDOMINIUM
DRAWN BY/CAD	SAC
CHECKED	DATE
APPROVED	DATE

OFF.
REC. 1813613426

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

LEGAL DESCRIPTION OF COMPLEX LANDS

EXHIBIT "A"

Legal Description:

A portion of Tract 27, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, lying in Section 3, Township 53, South, Range 40 East and being more particularly described as follow:

Begin at, the N.E. corner of said Tract 27; thence North 88° 40' 42" West, along the North Line of said Tract 27 for 562.15 feet; thence South 49° 13' 35" East along the Northeasterly right of way line of State Road 25 (Okeechobee Road) as shown on that certain State of Florida, State Road Department, RIGHT OF WAY MAP (SECTION 87090-2518 Sheet 4 of 9) dated April 22, 1970 and April 30, 1970 for 518.16 feet; thence South 88° 42' 18" East along the South line of said Tract 27, for 169.17 feet; thence North 0° 05' 02" East, along the East line of said Tract 27, for 329.25 feet to the Point of Beginning, lying and being in the Town of Hialeah Gardens, Dade County, Florida, and containing 2.76 acres, more or less.

OFF.
REC. 1813673428

EXHIBIT "D" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

BY-LAWS OF
SILVER GARDENS CONDOMINIUM ASSOCIATION, INC.

BY-LAWS
OF

SILVER GARDENS CONDOMINIUM ASSOCIATION, INC.

A Florida no-stock, non-profit
membership corporation

ARTICLE I

GENERAL

1.1 The Name. The name of the corporation shall be SILVER GARDENS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "association" or "corporation".

1.2 Principal office. The principal office of the corporation shall be at 15476 N.W. 77th Court, Miami Lakes, Florida 33016, 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, the "act", for the purpose of administering, operating and managing SILVER GARDENS CONDOMINIUM, A CONDOMINIUM.

1.4 Definition. As used herein, the term "corporation" shall be the equivalent of "association," and all other words used herein shall have the same definitions as attributed to them in the declaration of condominium of SILVER GARDENS CONDOMINIUM, A CONDOMINIUM. Any terms not defined in the declaration shall have those definitions established by Chapter 718, Florida Statutes. If any definition in the declaration conflicts with a definition in the Florida Statutes, the definition in the declaration shall prevail and govern the interpretation of this document.

ARTICLE 2

MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership. Membership in this association shall be limited to owners of units in the condominium as are described in the articles of incorporation of the association. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically 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 corporation, the corporation may designate an individual officer or employee as its voting member. Developer, or its assignee,

nominee, designee, or successor, as an owner of unsold units, shall be deemed a member of this association.

2.2 Voting.

(a) The owner of each unit shall be entitled to one (1) vote. If an 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.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the declaration in the articles of Incorporation or in these by-laws; and, as used in these by-laws, the articles of incorporation or the declaration, the term "majority of the members" shall mean those unit owners having more than fifty percent (50%) of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

2.3 Quorum. Unless otherwise provided in these by-laws, the presence in person or by proxy of 33-1/3% of unit owners shall constitute a quorum.

2.4 Proxies. 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 originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

2.5 Designation of Voting Member. If a unit is owned by one person, his right to 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 filed with the secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a certificate to be filed with the secretary or assistant secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person or by a corporation, 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 of the unit, except if said unit is owned jointly by a husband and wife. Such certificate shall be valid until 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 are 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 a 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 a meeting, the person present may cast the unit's vote.

ARTICLE 3
MEMBERSHIP AND MEETINGS

3.1 Place. All meetings of the membership 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 and stated in the notice of meeting.

3.2 Notices. It shall be the duty of the secretary to send by regular mail or deliver a notice of each annual or special meeting to each 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. All notices shall be mailed to or served at the address of the owner as it appears on the books of the association. Proof of posting, delivery or mailing of the notice (if required) shall be given 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 the meeting.

3.3 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held at 8:00 p.m. Eastern Standard Time, on the first Wednesday in February 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 plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 Special Meeting. Special meetings of the members for any purpose, unless 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 at the request, in writing, of voting members representing forty (40%) percent of the total number of units. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

If an adopted budget requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the voting interests to the board, shall call a special meeting of the unit owners within 30 days' upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget.

Subject to the provisions of Florida Statute Section 718.301, any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the 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 a consent in writing, setting forth the action so taken, is signed by the members (or person authorized to cast the vote of any such members as elsewhere herein set forth) having not less 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 by written consent, 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 and as far as practical at other members' meetings, shall be:

- (a) Calling to order by president or chairman;
- (b) Appointment of chairman of the meeting by the president or, in his absence, by a majority of the board of directors. The chairman may be the attorney for the association who will conduct the 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 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 these minutes for a period of not less than seven (7) years.

ARTICLE 4

DIRECTORS

4.1 Members. The affairs of the association shall be managed by a board of not less than four (4) nor more than fifteen (15) directors, the exact number to be determined from time to time upon majority vote of the membership (the "board" or "Board"). All directors shall be unit owners; or spouses of unit owners, or mortgagees of units, or a spouse of an individual mortgagee; or, in the case of partnership unit owners or partnership mortgagees, shall be members or employees (or their spouses) of such partnerships; or, in the case of corporate unit owners or corporate mortgagees, shall be directors, officers, stockholders or employees (or their spouses) of such corporation; or, in the case of fiduciary unit owners or fiduciary mortgagees, shall be the

fiduciaries or their beneficiaries (or their spouses) of a corporate fiduciary, or their corporate beneficiary, or partners or employees (or their spouses) of a partnership fiduciary. No director shall continue to serve on the board after he ceases to be a unit owner or an interested party in a unit owner as specified in the preceding sentence. The above provisions of this subsection 4.1 shall not apply to directors elected by the developer in accordance with subsection 4.15 hereof.

4.2. Election of Directors. Election of directors shall be in the manner set forth herein. The members of the board of administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general election or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided by the provisions of the Florida Condominium Act. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. At this meeting, the board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the association not less than 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 2., the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the association. However, the association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in Florida Statute Section 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the association in accordance with Florida Statute Section 718.303. The regular election shall occur on the date of the annual meeting.

notices of intent to run or are nominated than vacancies exist on the board.

If, pursuant to Section 718.301, Florida Statutes, or Rule 61B-23.003, Florida Administrative Code, both the developer and unit owners other than the developer are entitled to representation on the board of directors, recall of directors, vacancies on the board created by any reason, and elections shall be subject to the following provisions:

(1) Directors elected or appointed by the developer shall be subject to recall by only the developer. Voting interests owned or controlled by unit owners other than the developer shall not vote in such recall.

(2) Subject to the entitlement to representation provisions of Section 718.301, Florida Statutes, only the developer may vote to fill a vacancy on the board previously occupied by a board member elected or appointed by the developer, in which case a quorum for purposes of that vote shall consist of a majority of units owned by the developer. Only unit owners other than the developer may vote, to fill a vacancy on the board previously occupied by a board member elected or appointed by unit owners other than the developer, in which case a quorum for purposes of that vote shall consist of a majority of unit owners other than the developer.

Any director may resign at any time by sending a written notice of such resignation to the office of the association, addressed to the president or secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. The transfer by a director of title to this parcel shall, effective as of the date of title transfer, automatically constitute a resignation from the board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein. Until a majority of the directors are elected by members other than the developer of the condominium, however, neither the first directors of the association nor any directors replacing them nor any directors named by the developer shall be subject to removal by members other than the developer. The first directors and directors replacing them may be removed by the developer. Notwithstanding the foregoing all elections shall be in accordance with and meet the requirements of Florida Statutes Section 718.112(2) and Rule 61B-23.021, Florida Administrative Code.

4.3 Term. Vacancies on the board of directors (the "board" or "board of directors") 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 until 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 subsection 4.15 hereinafter.

4.4 Organizational Meeting. The organizational meeting of a newly elected board of directors shall be held immediately after their selection within ten (10) days of their election, at such place and time as 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.

4.5 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the board of directors shall be open to all unit owners, and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously at the condominium forty-eight (48) continuous hours in advance for the attention of the members of the association except in the event of an emergency. Notice of any meeting where 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. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be proposed, discussed or approved shall be mailed or delivered to the unit owners, and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the association.

4.6 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 or 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 of directors shall be open to all unit owners, and notice of a special meeting, which notice shall specifically indicate an identification of agenda items, shall be posted conspicuously at the condominium property forty-eight (48) continuous hours in advance for the attention of the members of the association except in the event of an emergency. Notice of any meeting where 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. However, written notice of any Meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be proposed, discussed or approved shall be mailed or delivered to the unit owners, and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the association.

4.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his 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.

4.8 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute acts of the board of directors, except when approval by a greater number of directors is required by the declaration, the articles or these by-laws.

4.9 Adjourned Meetings. if, at any meeting of the board of directors, 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 provided that notice is given of the lawfully adjourned and rescheduled meeting in accordance with Florida Statute Section 718.112(2)(c). At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted. However, any rescheduled meeting must be properly noticed in accordance with Florida Statute Section 718.112(2)(c).

4.10 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 of directors may appoint, without vote, the attorney of the association to act as chairman to conduct the meeting.

4.11 Order of Business. The order of business at directors meetings shall be:

- (a) Calling of the 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 directors;
- (f) Unfinished business
- (g) New business;
- (h) Adjournment.

4.12 Minutes of Meetings. The minutes of all meetings of any 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 these minutes for a period of not less than seven (7) years.

4.13 Posting Notices. Upon notice to unit owners the board shall by adopted rule designate a specific location on the condominium property upon which all notices of board meetings shall be posted.

4.14 Compensation. Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4, the board shall consist of four (4) 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 as hereinafter provided, and the first board shall consist of: Jesus Robles, Camilo M. Jaime, Armando J. Guerra and Agustin Herran. The developer shall have the right to appoint all the members of the board of directors 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 (1/3) of the members of the board of directors. Unit owners other than the developer are entitled to elect no less than a majority of the members of the board of directors (a) three years after fifty percent (50%) of the units that will be operated ultimately by the association have been conveyed to purchasers; (b) three 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 the units

have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; (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; (e) seven (7) years after recordation of the declaration creating the initial phase of this condominium, whichever occurs first. The developer will be entitled to elect at least one member of the board of directors as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the association.

Within seventy-five (75) days after the unit owners other than the developer are entitled to elect a member or members of the board of directors, the association shall call, and give not less than sixty (60) days' notice of a meeting of the unit owners to elect the members of the board of directors. The meeting may be called and the notice given by any unit owner if the association fails to do so. Upon election of the first unit owner other than the developer to the board of directors, the developer shall forward to the division the name and mailing address of the unit owner board member.

4.16 Recall. Subject to the provisions of § 718-301, Florida Statutes and other provisions of this Article 4, any member of the board of directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of directors may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

ARTICLE 5 POWERS AND DUTIES

In the event that developer, in accordance with the privileges reserved herein, selects any person to serve on the board, developer shall have the absolute right, at any time, in its sole discretion, to replace such 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 as successor director. The removal of any director and the designation of his successor shall become effective immediately upon delivery of such written instrument by developer to any officer.

The board of directors 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 law, the declaration or these by-laws may not be delegated to the board of

directors by the unit owners. Such powers and duties of the board of directors 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.

(b) Determination and adoption of the annual budget of common expenses required for the operation of the condominium and the association.

(c) Collection of the assessments for common expenses from unit owners required to pay same.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendment of the rules and regulations covering the details of the operation and use of condominium property.

(f) Maintaining of bank accounts on behalf of the association and the designation of the signatories required therefor.

(g) Purchasing, leasing or other acquiring of units.

(h) Purchase of units at foreclosure or other judicial sales.

(i) selling, leasing, mortgaging, or otherwise dealing with units acquired by, and subleasing units leased by, the association.

(j) obtaining and reviewing insurance for the condominium property.

(k) 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.

(l) Enforcement of the obligations of the unit owners, and the performance of anything and everything else necessary and proper for the sound management of the condominium.

(m) Levying fines against unit owners for violations of the rules and regulations established by it to govern the conduct of the unit owners. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after

reasonable notice of not less than fourteen (14) days and said notice shall include:

- (1) A statement of the date, time and place of hearing;
- (2) A statement of the provisions of the declaration, association, bylaws, or association rules which have allegedly been violated, and

(m) A short and plain statement of the matters asserted by the association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

(n) Purchasing or leasing a unit for use by a resident superintendent.

(o) Contracting for the management of the condominium and the delegation to such manager such powers and duties of the board of directors as the board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the condominium property susceptible to separate management or operation thereof. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same 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 these by-laws to have approval of the board of directors or of the unit owners; (3) the 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; and (4) same may be contrary to the declaration or the by-laws.

(p) Exercise of all powers specifically set forth in the declaration, the articles of the association, these by-laws, and in the Florida Condominium Act, and all powers incidental thereto.

(q) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

(r) Entering into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with

such maintenance, care and preservation.

(s) Collecting delinquent assessments by suit or 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.

(t) Acquiring and entering into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not 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 of directors to be in the best interest of the association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

ARTICLE 6

OFFICERS

6.1 Executive Officers. The executive officers of the association shall be a 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 of the

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

6.3 Election. The board of directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, except the president, 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 of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors.

6.5 The President. The president shall be the chief executive officer of the association. Subject to the provisions of subsection 4.1 hereinabove., the president shall preside at all

meetings of 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 sign 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.

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 him by the board.

6.7 The Secretary. The secretary or assistant secretary shall issue notices of all board meetings and all meetings of owners; he shall attend and keep the minutes of same; he shall have charge of all of the books of the association as well as its records and papers, except those kept by the treasurer. All Minutes shall be kept in a businesslike manner and shall be available for inspection by 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, and 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 all 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 owners or their authorized representatives at reasonable times. He shall render to owners or their authorized representatives, at least annually, a written summary of the association's fiscal activities.

(e) He shall prepare the association's budget.

6.9 Compensation. Officers shall not receive compensation for their services as such, 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.

6.10 Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the president or secretary, which shall take effect upon its receipt 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 make it 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 officers 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 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 Assets.

(a) The board of directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements; cost of carrying out the powers and duties of the association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the board or the declaration. Funds for the payment of common expenses shall be assessed against owners as provided in the declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the board. Assessments shall be made against unit owners monthly, as aforesaid, in 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 these by-laws and the declaration are common expenses.

(b) A copy of the proposed budget shall be mailed to

unit owners not less than thirty (30) days prior to the board meeting at which the budget will be considered, together with a written notice of 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 assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessment for the preceding year, the board, upon written application of ten percent (10%) of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than 66-2/3% vote of all unit owners. The board of directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by 66-2/3% of the unit owners at the meeting or by 66-2/3% of the unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

(d) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(20), Florida Statutes. In addition to annual operating expenses, the budget 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 for 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 which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The foregoing reserve account requirement shall not apply to budgets in which the members of the association have by 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 adequate than

those described in this subparagraph.

(e) When the board determines the amount of any assessment, the treasurer shall mail or present to each owner a statement of assessment specifying the amount of same and to whom and where same should be payable and sent. 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. In addition reserve funds shall be maintained separately from operating funds in separate accounts in a financial institution as defined in Florida Statute Section 655.05.

7.5 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment due for the remainder of the budget year in which the claim of lien is filed upon notice to the unit owner of the date the claim of lien is filed with regard to said installment, 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 bonding of all persons who control or disburse funds of the association as follows:

a. If an association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each such person.

b. If an association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each such person.

c. If an association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each such person.

7.7 Audit. An audit of the accounts of the association may be made from time to time as directed by the board of directors. A copy of any audit report received as a result of an audit shall be furnished each member of the association not less than thirty (30) days after its receipt by the board. Within 60 days following December 31 of each year, unless the fiscal year is subsequently changed under section 7.2 hereof in which event it shall be within 60 days following the end of such fiscal year,

the board of directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall be in accordance with the requirements of Florida Statutes § 718.111 (13)

7.8 Accounting Records and Reports. The association shall maintain accounting records for each condominium it manages in Dade County, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. 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 mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due. Notwithstanding the foregoing, the Association shall maintain the books,, records and documentation required pursuant to Florida Statutes Section 718.111(12).

7.9 Application of Payment. All assessments payments by a unit owner shall be applied as provided herein and in the declaration for his condominium.

7.10 Transfers and Fees. The transfer, lease, sale or sublease of units is subject to the approval of the board of directors pursuant to the declaration of condominium. The board of directors 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 excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

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 entitled "Owners of Units." A unit owner who mortgages his unit shall notify the association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the association. A unit owner who satisfies a mortgage covering a unit shall also notify the association thereof and shall file a copy of the satisfaction of mortgage with the association. The association shall maintain such information in a booklet entitled "Mortgagees of Units."

ARTICLE 9
PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the association 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 in the following manner:

10.1 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.

10.2 Adoption. A resolution for the adoption of a proposed amendment may 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 the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. Such approvals must be either by:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the board of directors and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the association; or

(b) By not less than seventy-five percent (75%) of the votes of the entire membership of the association.

10.3 No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words Added or deleted, but, instead, a notation must be inserted Immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text. Nonmaterial errors or omissions in the bylaw process shall not invalidate any otherwise properly promulgated amendment.

10.4 Proviso.

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the developer or mortgagees of units without the consent of said developer and mortgagees in each instance.

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 attested 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 Dade County.

ARTICLE 11COMPLIANCE AND DEFAULT

11.1 Violations. In the event of a violation (other than the non-payment of an assessment) by an owner of any of the provisions of the declaration, by-laws, or the Act, the association, by direction of its board,, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. if such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the association shall have the right to treat such violation as an intentional, material breach of the declaration, by-laws, or the Act, and the association shall then, at its option, have the following elections:

(a) To commence an action in equity to enforce performance on the part of the owner; or

(b) To commence an action at law to recover its damages;
or

(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by a court that the owner was in violation of any of the provisions of the above-mentioned documents, the owner shall reimburse the association for its reasonable attorneys' fees incurred in bringing such action. Any violations which are deemed 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 may be collected by the association against the unit owner and the association may exercise all remedies available to it under law.

11.2 Violations (Monetary). In the event an owner of a condominium parcel does not pay any unpaid assessments, interest and reasonable attorneys' fees required to be paid to the association within thirty (30) days from the due date, the association, acting on its own behalf or through its board of directors or agent acting on behalf of the association, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The association shall have the right to bidding the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey same. The association may, through its board of directors or agent acting on behalf of the association or on its own behalf, bring suit to recover a money judgment for any unpaid assessments, interest and reasonable attorneys' fees required to be paid to the association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the association against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorneys' fee.

If the association becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessment and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in question.

11.3 Negligence or Carelessness of an Owner. Each owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. The costs of any maintenance, repair or replacement performed pursuant to this section may be collected by the association against the unit owner and the association may exercise all remedies available to it under law.

11.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

11.5 No Waiver of Rights. The failure of the association or an owner to enforce any right, provision, covenant or condition

which may be granted by the condominium documents shall not constitute a waiver of the right of the association or owner to enforce such right, provision, covenant or condition in future.

11.6 Election of Remedies. All rights, remedies and privileges granted to the association, or an 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 the 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 owner of a condominium parcel, for himself, his heirs, 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 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 it from owners of condominium parcels, and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE 12

INDEMNIFICATION

Every director and officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been a director or officer of the association. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such director or officer may be entitled.

ARTICLE 13

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the association shall not relieve or release any former 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 rights or remedies which the association may have against such former owner and member, arising out of, or which is in any-way connected with, such ownership and membership.

ARTICLE 14

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 the elements, or other owners or persons.

ARTICLE 15

LIENS

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

15.2 Notice of Lien. An owner shall give notice to the association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

15.3 Notice of - Suit. An owner shall give notice to the association of every suit or 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 owner receives notice thereof.

15.4 Compliance. Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

15.5 Permitted Mortgage Register. The association shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the association shall forward copies of all notices for unpaid assessments or violations served upon an owner to said

mortgagee. If a register is maintained, the association may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE 16

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 it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE 17

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, wherever the content so requires.

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

ARTICLE 18

CONFLICT

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

ARTICLE 19


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.

APPROVED AND DECLARED AS THE BY-LAWS OF SILVER GARDENS
CONDOMINIUM ASSOCIATION, INC.

SILVER GARDENS CONDOMINIUM
ASSOCIATION, INC.

By 
CAMILO M. JAIME, President

Attest: 
JESUS ROBLES, Vice
President

OFF. REC. 1813613455

EXHIBIT "E" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

ARTICLES OF INCORPORATION OF
SILVER GARDENS CONDOMINIUM ASSOCIATION, INC.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SILVER GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 27, 1997, as shown by the records of this office.

The document number of this corporation is N97000000420.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-seventh day of January, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

SILVER GARDENS CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

The undersigned subscribers by these articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes, 1979), and hereby adopt the following articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be Silver Gardens Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "association", or the "corporation", these articles of incorporation as the "articles", and the by-laws of the association as the "by-laws."

ARTICLE 2

PURPOSE

The purpose for which the association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of a condominium which may be established from time to time within the property legally described on Exhibit "A" hereto. The foregoing land is sometimes referred to as "condominium land". The condominium submitted to condominium ownership in the condominium land which these articles shall govern is known as "Silver Gardens Condominium, a Condominium". The developer of said condominium is Arca Development, Inc., a Florida corporation, and is hereinafter referred to as the "developer". The developer shall determine whether any condominium shall be established within the condominium land; provided, however, that the number of units presently contemplated to be contained in the condominium operated by the association shall be sixty (60). Whenever reference is made these articles to the "condominium" it shall be deemed to be referring to Silver Gardens Condominium, a Condominium.

ARTICLE 3

DEFINITIONS

The terms used in these articles shall have the same definitions and meaning as those set forth in the declaration of condominium of Silver Gardens Condominium, a Condominium, and the bylaws of the association, unless herein provided to the contrary, or unless the context otherwise requires. Whenever reference is made in these articles to the "declaration" it shall be deemed to be referring to the declaration of condominium of Silver Gardens

Condominium, Condominium.

ARTICLE 4

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 corporation not for profit under the laws of Florida that are not in conflict with the provisions of these 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), and all of the powers and duties, reasonably necessary to operate the condominium pursuant to its declaration, and as it may be amended from time to time, including, but not limited to the following:

(a) To make and collect assessments and other charges against members as 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 as 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.

(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, these 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 the 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 of condominium or the by-laws; (3) those which are contrary to the provisions of the Act; and (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.

To enter into agreements with other parties for easements or sharing arrangements as the board of directors may deem in the best interests 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 5

MEMBERS

5.1 Membership. The members of the association shall consist of all of the record owners of units in the condominium; and, after termination of the condominium, if same shall occur, the members of the association shall consist of those who are members at the time of the 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 by the recordation amongst the Public Records of Dade County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the association of a true copy of such deed or other instrument. The new 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 parcel designated shall be terminated.

5.2 Assignment. The share of a member in the funds and assets of the association, in its common surplus, and membership in this association, cannot be assigned, hypothecated or transferred

in any manner except as an appurtenance to the unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each unit, which vote 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 The by-laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE 7

SUBSCRIBERS

The names and addresses of the subscribers to these articles are as follows:

Jesus Robles	15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida 33016
Camilo M. Jaime	15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida 33016
Armando J. Guerra	15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida 33016
Agustin Herran	15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida 33016

ARTICLE 8

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, for filling vacancies, and for the duties of the officers. The names and addresses of the initial officers who

shall serve until their successors are designated by the board of directors are as follows:

President:	Camilo M. Jaime 15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida 33016
Vice President:	Jesus Robles 15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida
Secretary:	Armando J. Guerra 15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida
Treasurer:	Agustin Herran 15476 N.W. 77th Court Suite 338 Miami Lakes, Florida

ARTICLE 9

DIRECTORS

9.1 Number and Qualifications. The property, business and affairs of the association shall be managed by a board consisting of the number of directors determined by the by-laws, but which shall consist of not less than four (4) nor more than fifteen (15) directors. Except for directors appointed by the developer, all directors must be members of the 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 that is specifically required.

9.3 Election; Removal. Directors of the association shall be elected at the annual 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 the 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:

JESUS ROBLES	15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida
ARMANDO J. GUERRA	15476 N.W. 77th Court Suite 338 Miami Lakes, Florida
AGUSTIN HERRAN	15476 N.W. 77th Court Suite 338 Miami Lakes, Florida
CAMILO M. JAIME	15476 N.W. 77th Court, Suite 338 Miami Lakes, Florida

ARTICLE 10

INDEMNIFICATION

10.1 Indemnity. 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, employee, officer or agent of the association, against expenses (including attorneys' fees and appellate attorneys' 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; and 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, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful 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 despite the adjudication of liability, but in view of all the circumstances of the case, such person 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 upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and

in a manner which he reasonably believed to be in, or not opposed to the best interest of the association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

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

10.3 Approval. Any indemnification under Section 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 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 Section 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, even if 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, suit or proceeding may be paid by the association in advance of the final disposition of such action, suit 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 unless 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 deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-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 a 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 under the provisions of this article.

ARTICLE 11

BY-LAWS

The first by-laws of the association shall be readopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the by-laws.

ARTICLE 12

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 may 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 the 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 sixty-six and two-thirds percent (66-2/3%) of the entire membership of the board of directors and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the association; or

(b) By not less than seventy-five percent (75%) 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 sections 4.3, and 4.4 of Article 4, entitled "Powers," without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Act or the declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the developer, or an affiliate or beneficiary of the developer, unless the developer shall join in the execution of the amendment.

11.04 regarding. A copy of each agreement shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Dade County, Florida.

ARTICLE 13

DISSOLUTION

In the event of dissolution or final liquidation of the association, the assets, both real and personal of the association, including easements, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted to 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. No such disposition of association properties shall be effective to divest or diminish any right or title of any unit owner vested in him under the recorded declaration and deeds applicable to the condominium and unless made in accordance with the provisions of such declaration and deeds.

ARTICLE 14

ADDRESS

The principal place of business of the corporation shall be located at 15476 N.W. 77th Court, Suite 338, Miami Lakes, Florida 33016, 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 15

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be located at 782 N.W. LeJeune Road, Suite 548, Miami, Florida 33126 and the initial registered agent of the corporation at that address is Jose M. Marquez, Esq.

In Witness Whereof, the subscribers have affixed their signatures this 7TH day of JANUARY, 1997.

WITNESSES:

Abelardo Ruiz
ABELARDO RUIZ
Print Name

JESUS ROBLES (SEAL)

Graciela Cernudo
GRACIELA CERNUDO
Print Name

ARMANDO J. GUERRA (SEAL)

AGUSTIN HERRAN (SEAL)

CAMILO M. JAIME (SEAL)

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated non-profit corporation, at the place designated in Article 15 of these Articles of Incorporation, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

DATED this 7TH day of JANUARY, 1997.

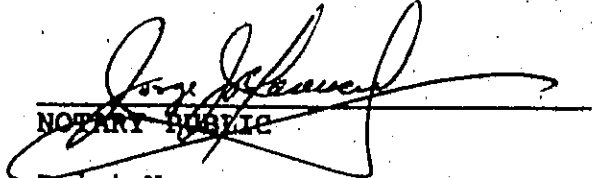
Jose M. Marquez
JOSE M. MARQUEZ, ESQ.
(Registered Agent)

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 7TH day of JANUARY, 1997 by JESUS ROBLES, ARMANDO J. GUERRA, AGUSTIN HERRAN and CAMILO M. JAIME, the subscribers to the articles of incorporation of Silver Gardens Condominium Association, Inc., a Florida corporation not-for-profit, who are personally known to me or who have produced their Florida Driver's

licenses as identification, and they severally acknowledged to and before me that they 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, at Miami, Dade County, Florida, the day and year first above written.


NOTARY PUBLIC
Print Name _____

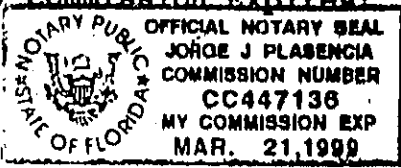
My Commission Expires:


EXHIBIT "A"

Legal Description:

A portion of Tract 27, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, lying in Section 3, Township 53, South, Range 40 East and being more particularly described as follow:

Begin at the N.E. corner of said Tract 27; thence North 88o 40' 42" West, along the North Line of said Tract 27 for 562.15 feet; thence South 49o 13' 35" East along the Northeasterly right of way line of State Road 25 (Okeechobee Road) as shown on that certain State of Florida, State Road Department, RIGHT OF WAY MAP (SECTION 87090-2518 Sheet 4 of 9) dated April 22, 1970 and April 30, 1970 for 518.16 feet; thence South 88o 42' 18" East along the South line of said Tract 27, for 169.17 feet; thence North 0o 05' 02" East, along the East line of said Tract 27, for 329.25 feet to the Point of Beginning, lying and being in the Town of Hialeah Gardens, Dade County, Florida, and containing 2.76 acres, more or less.

OFF. REC. 1813673469

EXHIBIT "F" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

MAINTENANCE GUARANTEE

SILVER GARDENS CONDOMINIUM
MAINTENANCE GUARANTEE

In accordance with Florida Statutes, Section 718.116 (9) (2), ARCA DEVELOPMENT, INC., A FLORIDA CORPORATION, as the developer (hereinafter referred to as the "Developer") of SILVER GARDENS CONDOMINIUM ("hereinafter referred to as the "condominium"), does hereby guarantee to each of the unit owners in the condominium that the assessment for common expenses in respect to the units of the condominium shall not be increased in excess of the following:

MONTHLY AND ANNUAL MAINTENANCE
FOR DIFFERENT TYPES OF UNITS

<u>Unit Type</u>	<u>Monthly</u>	<u>Annual</u>
A-1	45.57	\$ 546.86
A-2	45.57	546.86
B-1	45.57	546.86
B-2	45.57	546.86
C-1	58.05	696.60
C-2	58.05	696.60

This guarantee shall be in full force and effect for a term of one (1) year commencing from the date the developer sells and closes the first condominium unit to a purchaser in SILVER GARDENS CONDOMINIUM.

The developer does hereby obligate itself to pay any amount of common expenses incurred for a term of one (1) year commencing from the date the developer sells and closes the first condominium unit to a purchaser, that are not produced by the assessments at the guaranteed level above receivable from all unit owners other than the developer.

The developer hereby reserves the right to extend the period of this guarantee for three (3) additional one (1) year periods.

ARCA DEVELOPMENT, INC.
A Florida Corporation (Developer)

BY _____
Name _____
Title _____

OFF.
REC. 1813613471

EXHIBIT "G" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

RULES AND REGULATIONS FOR
SILVER GARDENS CONDOMINIUM

SILVER GARDENS
CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

It is the purpose of the association to maintain economically well-managed condominium improvements and common elements, and it is believed that those rules will aid this purpose.

Your board of directors will welcome the assistance of all the owners in the enforcement of these regulations.

INTERIM RULES AND REGULATIONS

These rules and regulations are based upon the experience gained from a number of Florida condominium associations. They should be reviewed from time to time and appropriate amendments made in accordance with the experience of this association.

(a) RULES AND REGULATIONS:

These rules and regulations will be enforced as follows:

a. violations should be reported to the manager of SILVER GARDENS CONDOMINIUM, A CONDOMINIUM, in writing, to the board of directors, or to officers of the association.

b. Violations will be called to the attention of the violating owner. The manager will also notify the board of directors.

c. Disagreements concerning violations will be presented to, and be judged by, the board of directors, which will take appropriate action.

d. Owners are responsible for compliance by their guests and lessees with these rules and regulations.

(b) NOISE:

a. Unit owners shall have the duty of causing to be placed underneath any floor coverings generally accepted and approved material for the diminution of noise and sound,, so that the floors shall be adequately soundproofed according to general architectural and engineering standards presently observed in the community.

b. In order to insure your own comfort and that of your neighbors, radio, hi-fi, television sets, pianos and other musical instruments should be turned down to a minimum volume between the hours of 10:30 p.m. and 8:00 a.m. All other unnecessary noises such as the playing of pianos and other musical instruments, bidding good night to departing guests and slamming car doors between these hours should be avoided. Your neighbors will appreciate this.

c. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. ONLY. No such work shall be done on Sundays. No exceptions will be allowed.

(c) PETS:

a. No animals of any kind shall be kept in any unit unless authorization is given in writing by the board of directors of the association. Such consent, if given, shall be revocable by the board of directors at any time. No guests or invitees of the unit owner shall be permitted to bring animals of any kind onto the condominium property.

b. An authorization in writing to keep pets will expire when a member's pet dies or is disposed of

c. No animals shall be allowed to commit a nuisance in any public portion of the condominium buildings or grounds.

d. The term "pets" shall be limited to dogs, cats and birds.

e. A pet (particularly a dog) must be carried from the time he leaves the apartment and until he is taken to the outside of the building.

f. Unit owners must timely collect and clean-up any feces from pets upon the condominium property.

(d) OBSTRUCTIONS:

Sidewalks, entrances, driveways, passageways, patios, courts vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors.

(e) DESTRUCTION OF PROPERTY:

Neither members, their dependents, nor guests, shall mark, mar, damage, destroy, deface, or engrave any part of the buildings. Members shall be financially responsible for any such damage.

(f) EXTERIOR APPEARANCE:

To maintain a uniform and pleasing appearance of the exterior of the building, no awnings, screens, glass enclosures, or projections, shall be attached to the outside walls or to the balconies nor shall there be any alterations to the exterior of the buildings. This includes any type of screen or umbrella. Balcony floors may be painted any neutral color, or may be covered with

carpeting or tile; otherwise, standard exterior colors shall not be altered.

(g) CLEANLINESS:

Members shall not allow anything to be thrown, or to fall, from windows, doors, or balconies. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors or balconies, or the interior of the building from hall doors.

(h) BALCONIES, TERRACES AND PATIOS:

Except for screening of balconies or terraces by the Developer, enclosures by screening or otherwise of balconies, patios or terraces is prohibited without the prior written approval of the board of directors and the Developer. In the event that it becomes necessary to replace damaged or worn screening, any such replacement screening shall be the same style, color, quality and type as that which was originally provided. No objects shall be hung from windows sills. No clothing, rugs or mops shall be hung upon, or shaken from, windows or doors.

(i) HALLWAYS:

Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings.

(j) ACCESS: The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

(k) PLUMBING:

Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the member causing the damage.

(l) RESPONSIBILITY FOR DELIVERIES:

Members shall be liable for all damage to the buildings caused by receiving deliveries, or moving or removing furniture or other articles to or from the buildings.

(m) ROOFS:

Members are not permitted on the roofs for any purpose.

(n) SOLICITATION:

There shall be no solicitation by any person anywhere in the condominium for any cause, charity, or any purpose whatever, unless specifically authorized by the board of directors.

(o) STAFF PERSONNEL:

Employees are under the supervision of the manager. All requests for service to be performed by such employees must be approved by the manager.

(p) OPEN DOORS:

No member shall allow the entrance door to his or her apartment to remain open for any purpose other than for immediate ingress and egress.

(q) HURRICANE PREPARATIONS:

Each member who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

a. Removing all furniture and plants from his balcony.

b. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage. Each member shall furnish the manager with the name of such firm or individual.

The installation of hurricane or storm shutters shall be permitted by the association upon written request, provided the owner has complied with all local laws pertaining to the installation of same.

(r) TELEPHONES:

All residents must maintain telephone service at all times in their unit and shall advise the association of their telephone number(s).

(s) WINDOW COVERINGS:

Window coverings visible from the exterior of the unit other than those that have white, off-white or black-out type liners shall be subject to approval of the board of directors.

(t) SIGNS:

No signs of any kind (other than a notice to be placed on the bulletin board after notification to the manager) may be installed on the premises.

(u) ODORS:

No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to another unit owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

(v) WATERBEDS AND/OR HOT TUBS:

No waterbeds and/or hot tub are to be brought into the units for any reason whatsoever.

(w) COOKING DEVICES:

No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony.

(x) ANTENNAE:

No outdoor television or radio antennae are permitted.

(y) BOATS:

No boats, boat trailers or commercial vehicles shall be permitted at the condominium without the prior written consent of the board of directors, which approval may be arbitrarily withheld or denied.

(z) MOVING:

Moving shall only be allowed between the hours of 7:00 a.m. and 7:00 p.m. daily.

(aa) WEIGHT LIMITATIONS:

No unit owner shall cause to place any weight on any portion of his unit which shall interfere with the structural integrity of the building.

(ab) USE AND OCCUPANCY:

In no event shall occupancy (except for temporary occupancy of guests) exceed two (2) persons for each bedroom contained in a residential condominium unit including convertible portions of any condominium units.

Without limiting the generality of this paragraph, the provisions of this paragraph shall not be applicable to units owned or used by the developer for model apartments, sales offices, management services or otherwise.

Under no circumstances may more than one (1) family reside in a residential unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, children and grand-children.

(ac) CONDUCT:

Personal conduct shall at all times be on a mature, restrained level. There should be no shouting, arguing or other conduct disturbing to other owners or their guests.

(ad) COMPLIANCE BY UNIT OWNERS:

Unit owners and occupants shall comply with the foregoing rules and regulations and any and all rules and regulations which may, from time to time, be adopted by the board of directors. Failure of a unit owner or occupant to comply with the foregoing shall subject the same to legal remedies, including, but not limited to, suits for money damages, injunctive relief or any combination thereof.

(ae) 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, except with regard to the restrictions contained in paragraph c hereof regarding pets.

(af) RELIEF:

The board of directors shall have the power, but not the obligation, to grant relief to one or more unit owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefor and for good cause shown in the sole opinion of the board.

SILVER GARDENS CONDOMINIUM ASSOCIATION, INC.

By _____

Attest: _____

DPT. REC. 1813613478

EXHIBIT "H" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

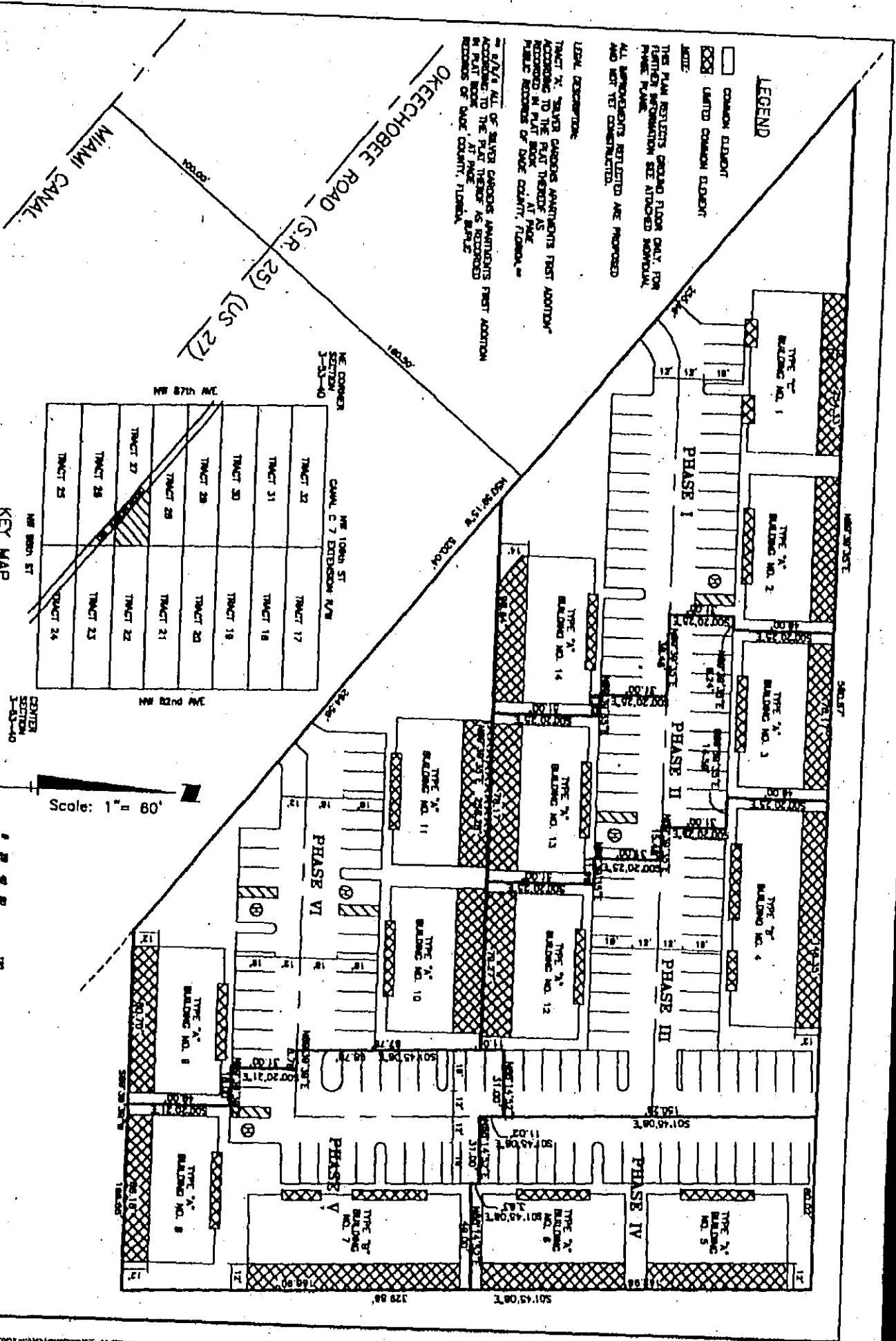
PLOT PLAN AND SURVEY OF PHASES 2-6

LEGEND

- COMMON ELEMENT
- UNITS COMMON ELEMENT

NOTE:
 THE PLAN REFLECTS DEAD-END FLOOR ONLY FOR PHASE INFORMATION SEE ATTACHED MEMORANDUM AND NOT TO BE CONSIDERED.
 ALL IMPROVEMENTS REFLECTED ARE PROPOSED AND NOT YET CONSTRUCTED.

LEGAL DESCRIPTION:
 TRACT 7, SILVER GARDENS APARTMENTS FIRST ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK NO. 11 AT PAGE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
 8/4/81 ALL OF SILVER GARDENS APARTMENTS FIRST ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK NO. 11 AT PAGE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.



KEY MAP

TRACT 22	TRACT 17
TRACT 31	TRACT 18
TRACT 30	TRACT 19
TRACT 29	TRACT 20
TRACT 28	TRACT 21
TRACT 27	TRACT 22
TRACT 26	TRACT 23
TRACT 25	TRACT 24

Scale: 1" = 60'



PROJECT NAME: SILVER GARDENS CONDOMINIUM

SHEET TITLE: PHASE PLAN

JAMES AYLLWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 18327 N.W. 80TH AVENUE, SUITE 246
 MIAMI LAKES, FLORIDA 33014
 (305) 827-2218

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK
 DATE: 05/28/87
 SCALE: 1"=60'
 PROJ. NO.: 87-122

SHEET 1 OF 1

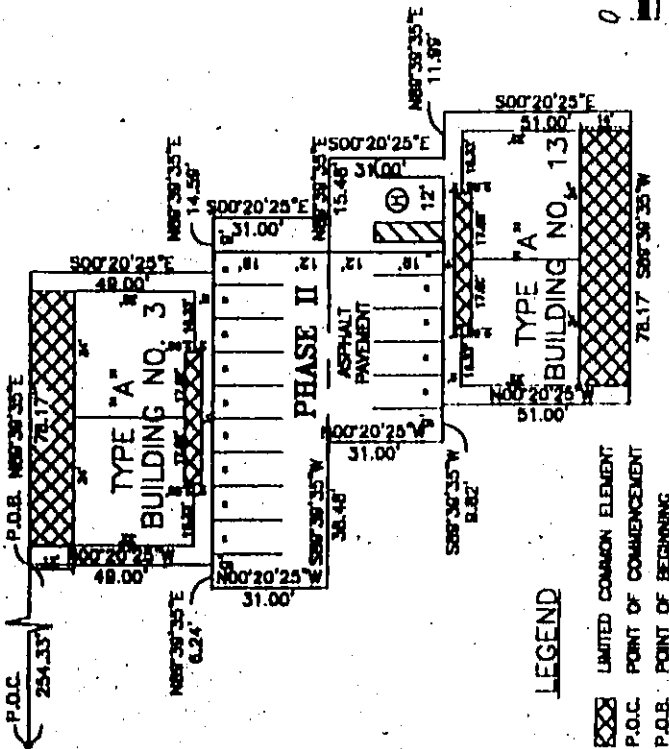
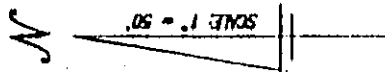
NO.	REVISION	DATE	APPROVED	BY

ORIGIN: P/CAO
 CHECKED: SAC
 APPROVED: EA

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE II

The portion of Tract "A" of the plot entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 of Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

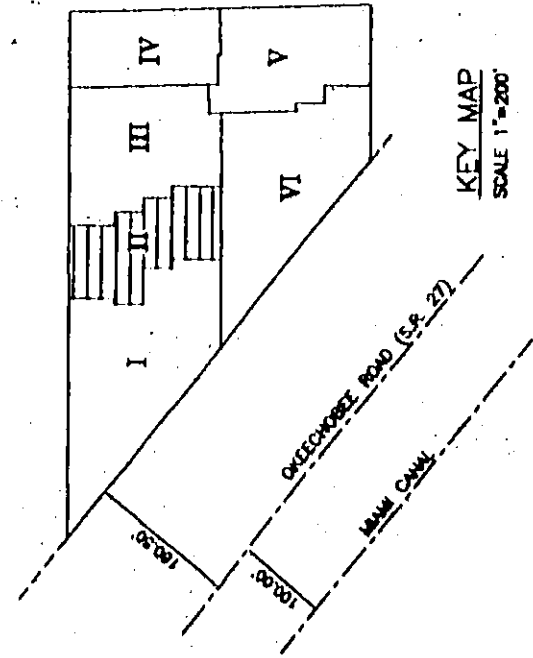
Commence at the Northwest corner of said Tract "A"; thence run N89° 38' 35"E along the North line of said Tract "A" for 254.33 feet to the Point of Beginning; thence continue N89° 38' 35"E along the North line of said Tract "A" for 78.17 feet; thence run S00° 20' 25"E for 49.00 feet; thence run N89° 38' 35"E for 14.58 feet; thence run S00° 20' 25"E for 31.00 feet; thence run N89° 38' 35"E for 15.48 feet; thence run S00° 20' 25"E for 51.00 feet; thence run N89° 38' 35"E for 11.90 feet; thence run S00° 20' 25"E for 51.00 feet; thence run S88° 35' 35"W for 78.17 feet; thence run N00° 20' 25"W for 51.00 feet; thence run S88° 35' 35"W for 8.82 feet; thence run N00° 20' 25"W for 31.00 feet; thence run S88° 35' 35"W for 38.48 feet; thence run N00° 20' 25"W for 31.00 feet; thence run N89° 38' 35"E for 8.24 feet; thence run N00° 20' 25"W for 49.00 feet to the North line of said Tract "A" and the Point of Beginning.



- LEGEND**
- ▨ LIMITED COMMON ELEMENT
 - ▤ P.O.C. POINT OF COMMENCEMENT
 - ▥ P.O.B. POINT OF BEGINNING

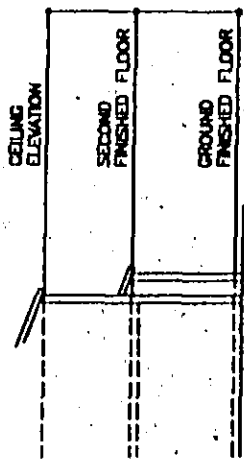
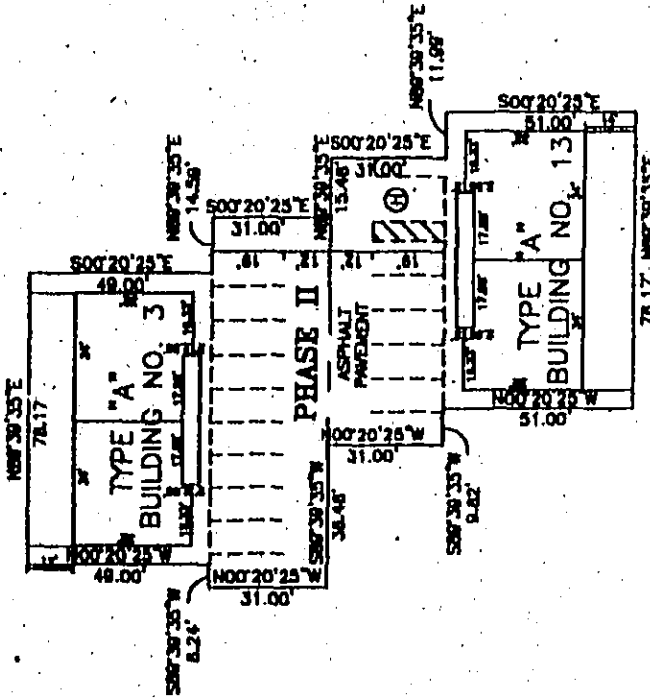
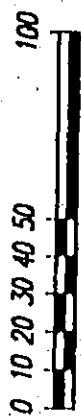
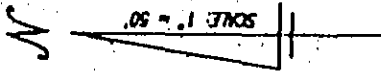
NOTES:

- A. Each condominium unit is composed of the residential unit.
- B. Condominium 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:
 1. Horizontal Dimensions: Each unit shall consist of the space bounded by the unfinished interior surface of the perimeter walls of such unit.
 2. Vertical Dimensions: Each unit shall consist of the space bounded at the lowest side of the underside of the unfinished surface of each unit's lower floor level and bounded at the lowest side of the ceiling of each unit.
- C. Limited Common Element means and comprises those common elements which are reserved for use of certain condominium units, particular reference is made to the assigned terraces. (Pools and Assignm: Parking Spaces).
- D. All lands and other improvements not located within the boundaries of the condominium units are part of the common element.
- E. Common Element means the portion of the property not included in the condominium unit but shall include easements through each unit for electrical conduits, plumbing pipes, ducts, telephone lines, and other facilities, for the furnishing of utility services to each unit and the common element.
- F. The attached plat of "SILVER GARDENS CONDOMINIUM PHASE II" Exhibit _____, pages _____ through _____ to the Declaration of Condominium submitted by the undersigned who has this of records is the real property herein described and who hereby creates the same as provided for by Chapter 718, Laws of the State of Florida, "The Condominium Act", as amended.
- G. See Condominium Documents for exact definitions.
- H. Bearings are based on the North Line of Tract "A" as shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 151 of Page 7



KEY MAP
SCALE 1"=200'

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK			SHEET 1 OF 2	
DATE: 03/28/87			PROJ. NO.: E-172	
SCALE: 1"=80'				
JAMES AYLWARD & ASSOC., INC.				
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS				
18327 N.W. 80TH AVENUE, SUITE 245				
MIAMI LAKES, FLORIDA 33014				
(305) 827-2218				
PROJECT NAME:		SHEET TITLE		
SILVER GARDENS CONDOMINIUM		PHASE II 1st FLOOR SITE PLAN		
DRAWN BY/DATE	CHECKED BY/DATE	APPROVED BY/DATE		



ELEVATION SKETCH
NOT TO SCALE

SURVEYOR'S CERTIFICATION: 444 day of June 1998
 This certification made this day of June 1998 by the undersigned land surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Chapter 718 of the Florida Statutes, The Condominium Act, as amended, and certifies that this survey, site plan, description, floor plans, graphic descriptions, and other materials, together with the Declaration, are in sufficient detail to identify the common elements of each unit and their precise location and approximate dimensions. Further, this is a certification that this survey and site plan, description, floor plans, graphic descriptions, and other materials in connection herewith and the construction of the improvements is substantially complete so that the materials together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common element and of each unit can be determined from these materials. The undersigned also hereby certifies that all planned improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

JAMES AYLWARD & ASSOCIATES, INC.
 LB NO. 5704
 State of Florida
 James E. Aylward, P.L.S. No. 5450 or James E. Aylward, P.L.S. No. 1080
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RASER SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:
 The location and dimensions of buildings and other improvements shown hereon are based upon plans prepared by Associates Key Architects and are subject to change or revision due to construction variations.

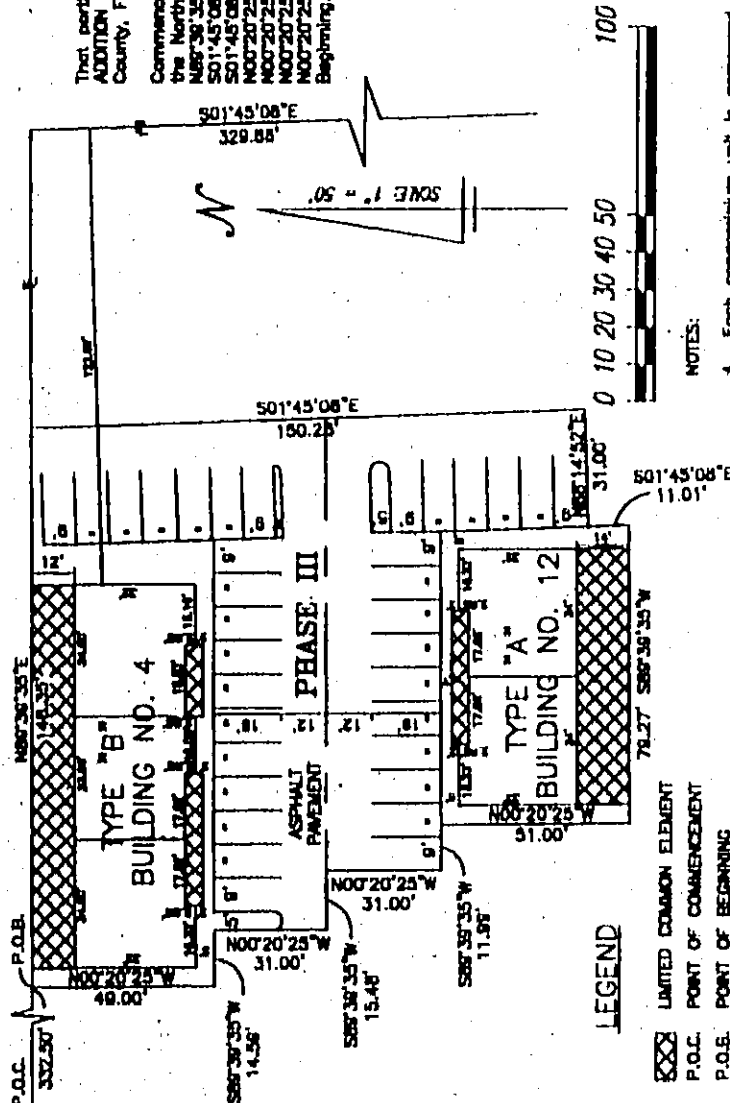
DRAWN		PROJECT NAME	SHEET TITLE	SHEET
NO.	REVISION	SILVER GARDENS CONDOMINIUM	PHASE II 2nd FLOOR SITE PLAN	2
CHECKED	DATE			OF
APPROVED	DATE			2
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE TIME PROCEEDING THEREON		DATE: 05/28/97		
SCALE: 1"=50'		PROJ. NO.: 87-172		

JAMES AYLWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 18337 N.W. BOTH AVENUE, SUITE 245
 MIAMI LAKES, FLORIDA 33014
 (305) 837-2218

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE II

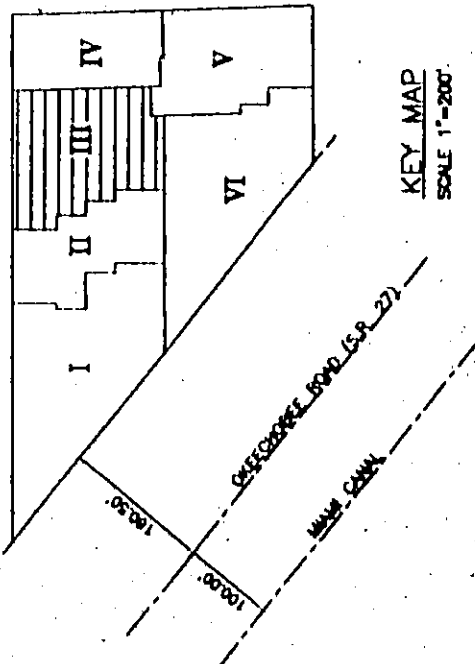
That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 of Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N68°38'35"E along the North line of said Tract "A" for 332.50 feet to the Point of Beginning; thence continue N68°38'35"E along the North line of said Tract "A" for 142.35 feet; thence run S01°45'08"E for 150.28 feet; thence run S88°14'52"W for 31.00 feet; thence run S01°45'08"E for 11.01 feet; thence run S88°38'35"W for 78.27 feet; thence run N00°20'25"W for 31.00 feet; thence run S88°38'35"W for 11.98 feet; thence run N00°20'25"W for 31.00 feet; thence run S88°38'35"W for 15.48 feet; thence run N00°20'25"W for 31.00 feet; thence run S88°38'35"W for 14.58 feet; thence run N00°20'25"W for 48.00 feet to the North line of said Tract "A" and the Point of Beginning.



LEGEND

- LIMITED COMMON ELEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



KEY MAP
SCALE 1"=200'

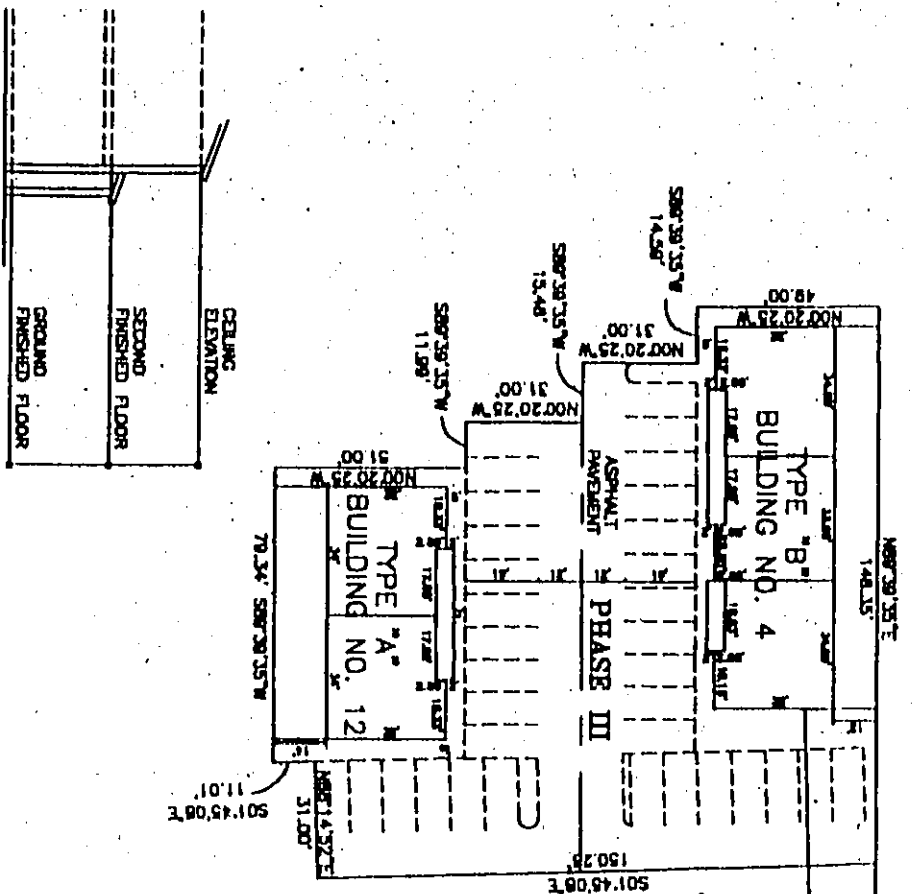
NOTES:

- A. Each condominium unit is composed of the residential unit.
- B. Condominium 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:
 1. Horizontal Dimensions: Each unit shall consist of the space bounded by the unfinished interior surface of the perimeter walls of each unit.
 2. Vertical Dimensions: Each unit shall consist of the space bounded at the lowest side of the underside of the unfinished surface of each unit's lower floor level and bounded at the lowest side of the ceiling of each unit.
- C. Unfinished Common Element means and comprises those common elements which are reserved for use of certain condominium units, particular reference is made to the assigned terraces, (Patios and Assigned Parking Spaces).
- D. All lands and other improvements not located within the boundaries of the condominium units are part of the common element.
- E. Common Element means the portion of the property not included in the condominium unit but shall include easements through each unit for electrical conduits, plumbing pipes, ducts, telephone lines, and other facilities, for the furnishing of utility services to each unit and the common element.
- F. The attached plat of "SILVER GARDENS CONDOMINIUM PHASE II" Exhibit pages to the Declaration of Condominium submitted by the undersigned who has title of records to the real property herein described and who hereby creates the same as provided for by Chapter 718, Laws of the State of Florida, "The Condominium Act", as amended.
- G. See Condominium Documents for exact definitions.
- H. Bearings are based on the North Line of Tract "A" as shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 151 of Page 7.

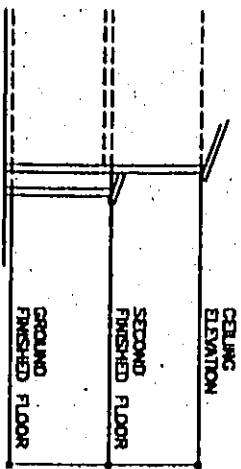
DRAWN BY/DATE		PROJECT NAME	SHEET TITLE	CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING THEREON
CHECKED BY/DATE	DATE	SILVER GARDENS CONDOMINIUM	PHASE III 1ST FLOOR SITE PLAN	1
APPROVED BY/DATE	DATE			2
NO.	REVISION			

JAMES AYLWARD & ASSOC., INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
18327 N.W. 80TH AVENUE, SUITE 245
MIAMI LAKES, FLORIDA 33014
(305) 827-2218

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING THEREON
DATE: 05/29/97
SCALE: 1"=80'
PLAT NO.: 17-172



ELEVATION SKETCH
NOT TO SCALE



NOTES:
The location and dimensions of buildings and other improvements shown herein are based upon plans prepared by Associated Key Architects and are subject to change or revision due to construction variations.

NO.	REVISION	DATE	APPROVED BY

PROJECT NAME: SILVER GARDENS CONDOMINIUM

SHEET TITLE: PHASE III 2nd FLOOR SIDE PLAN

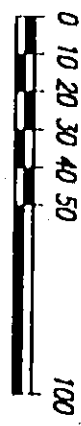


JAMES AYLLWARD & ASSOC., INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
15327 N.W. 80TH AVENUE, SUITE 240
MIAMI LAKES, FLORIDA 33014
(305) 827-2318

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK
DATE: 05/28/07
SCALE: 1"=50'
SHEET NO. 2 OF 2

JAMES AYLLWARD & ASSOCIATES, INC.
LEI NO. 5182
Sharon Ayllward, Surveyor
James E. Ayllward, Surveyor
NOT VALID WITHOUT THE SURVEYOR AND ORIGINAL BOARD OF SURVEYORS LICENSED SURVEYOR AND APPROVED

SURVEYOR'S CERTIFICATION: 4th day of June, 1988
This certification made this 4th day of June, 1988, by the undersigned land surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Chapter 718 of the Florida Statutes, The Condominium Act, as amended, and certifies that this survey, site plan, description, floor plans, graphic descriptions, and other records in connection herewith, and the construction of the improvements is substantially complete as the property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common element and of each unit can be distinguished from those records. The undersigned also hereby certifies that all proposed improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

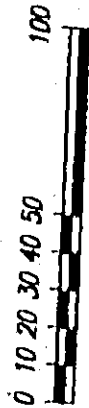
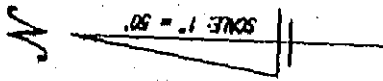


SCALE: 1" = 50'

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE IV

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 131 of Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N89°30'35"E along the North line of said Tract "A" for 450.05 feet to the Point of Beginning; thence continue N89°30'35"E along the North line of said Tract "A" for 80.02 feet to the Northeast corner of said Tract "A"; thence run S01°45'08"W for 48.00 feet to the Northeast for 162.86 feet; thence run S88°14'32"W for 48.00 feet; thence run N01°45'08"W for 3.63 feet; thence run S88°14'32"W for 31.00 feet; thence run N01°45'08"W for 181.30 feet to the North line of said Tract "A" and the Point of Beginning.

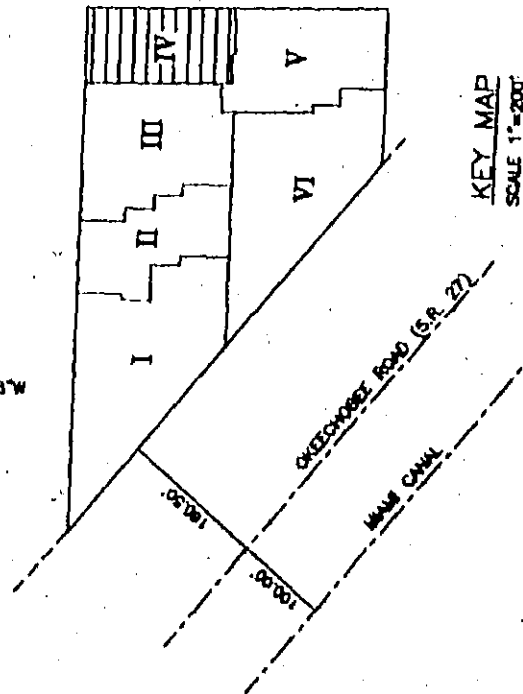
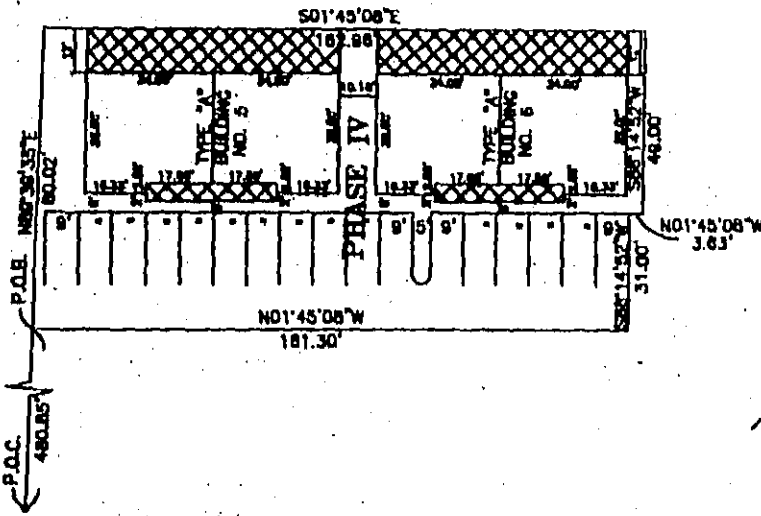


LEGEND

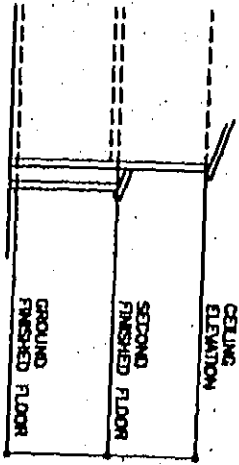
- XXXX LIMITED COMMON ELEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

NOTES:

- A. Each condominium unit is composed of the residential unit.
- B. Condominium unit boundaries. Each unit shall include that part of the building containing the unit but lies within the boundaries of the unit. Which boundaries are as follows:
 1. Horizontal Dimensions: Each unit shall consist of the space bounded by the unfinished interior surfaces of the perimeter walls of each unit.
 2. Vertical Dimensions: Each unit shall consist of the space bounded at the lowest side of the underside of the unfinished surface of each unit's lower floor level and bounded at the lowest side of the ceiling of each unit.
- C. Limited Common Element means and comprises those common elements which are reserved for use of certain condominium units, particular reference is made to the assigned terraces, (Patios and Asymetric Porching Spaces).
- D. All lands and other improvements not located within the boundaries of the condominium units are part of the common element.
- E. Common Element means the portion of the property not included in the condominium unit but shall include easements through each unit for electrical conduits, plumbing pipes, ducts, telephone lines, and other facilities, for the furnishing of utility services to each unit and the common element.
- F. The attached plat of "SILVER GARDENS CONDOMINIUM PHASE IV" Exhibit 1, pages 1 through 10, to the Declaration of Condominium submitted by the undersigned and her (his) of records to the State of Florida, "The Condominium Act", as amended.
- G. See Condominium Documents for exact definitions.
- H. Bearings are based on the North Line of Tract "A" as shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 131 of Page 7.

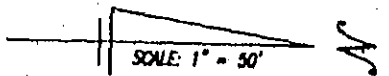
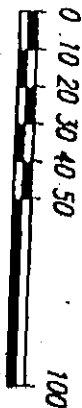
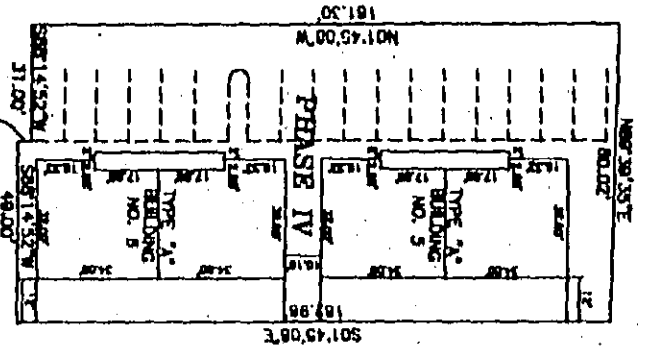


CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK		SHEET 1 OF 2	
DATE: 05/28/87		SCALE: 1"=20'	
PROJ. NO.: 87-172			
JAMES AYLWARD & ASSOC., INC.			
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS			
18337 N.W. 80TH AVENUE, SUITE 245			
MIAMI LAKES, FLORIDA 33014			
(305) 837-2318			
SHEET TITLE		PHASE IV 161 FLOOR SITE PLAN	
PROJECT NAME		SILVER GARDENS CONDOMINIUM	
DRAWN BY/DATE	CHECKED BY/DATE	APPROVED BY/DATE	
1	1	1	



ELEVATION SKETCH
NOT TO SCALE

NOTES:
The location and dimensions of buildings and other improvements shown herein are based upon plans prepared by Associates Key Architects and are subject to change or revision due to construction variations.



SURVEYOR'S CERTIFICATION: 4th day of June, 1988
 The certification made this 4th day of June, 1988 by the undersigned land surveyor authorized to practice in the State of Florida, in made pursuant to the provisions of Chapter 718 of the Florida Statutes, "The Condominium Act", as amended, and certifies that this survey, site plan, description, floor plans, graphic descriptions, and other materials together with the Declaration, are in sufficient detail to identify the common elements of each unit and their relative location and approximate dimensions. Further, this is a certification that this survey and site plan, description, floor plans, graphic descriptions, and other materials in connection herewith and the construction of the improvements is substantially complete so that the proper construction of the improvements describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials. The undersigned also hereby certifies that all planned improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

JAMES AYLLWARD & ASSOCIATES, INC.
 LB NO. 5183

James F. Ayllward
 Sharon Ayllward
 James F. Ayllward
 NOT VALID UNLESS ORIGINAL SIGNED BY LICENSED SURVEYOR

NO.	REVISION	DATE	APPROVED	FA
	CHECKED	DATE	DATE	DATE
	SAE			
	DRAMA	TR/CAD		
	PROJECT NAME:			

SILVER GARDENS
 CONDOMINIUM

SHEET TITLE
 PHASE IV
 2ND FLOOR
 SITE PLAN



JAMES AYLLWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 18327 N.W. 80TH AVENUE, SUITE 248
 MIAMI LAKES, FLORIDA 33074
 (305) 627-2218

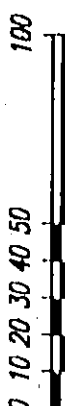
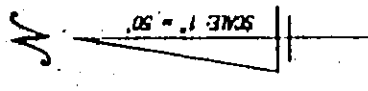
DATE: 6/29/87
 SCALE: 1" = 50'
 SHEET NO.: 2

SHEET 2
 OF 2

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE V

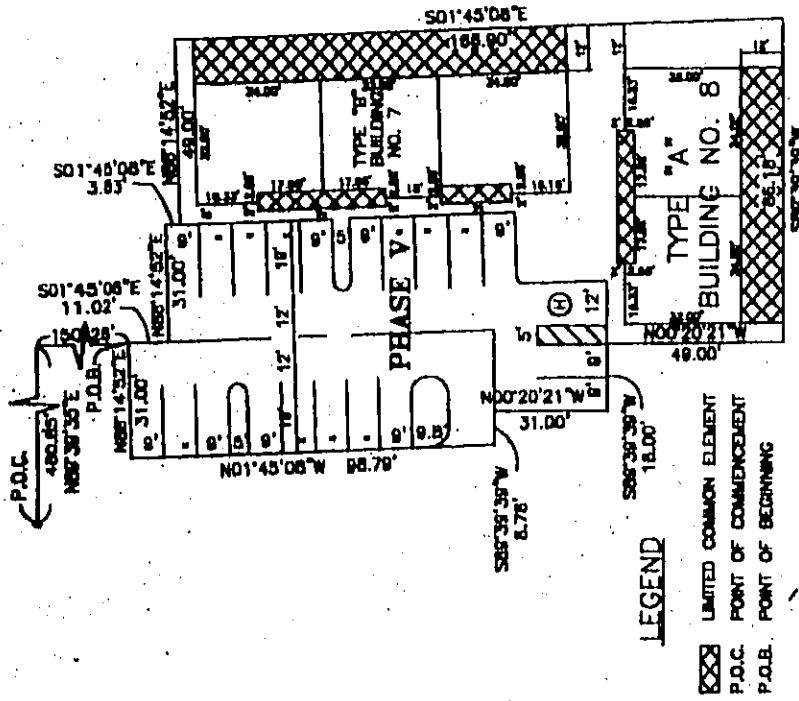
That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 181 of Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N89°38'35"E along the North line of said Tract "A" for 480.85 feet thence run S01°45'08"E for 150.28 feet to the Point of Beginning; thence run S01°45'08"E for 11.02 feet thence run N89°14'52"E for 31.00 feet; thence run S01°45'08"E for 3.63 feet thence run N89°14'52"E for 48.00 feet to the East line of said Tract "A"; thence run S01°45'08"E along the East line of said Tract "A" for 188.00 feet to the Southeast corner of said Tract "A"; thence run S89°38'38"W along the South line of said Tract "A" for 88.18 feet thence run N00°20'21"W for 48.00 feet thence run S89°38'38"W for 18.00 feet thence run N00°20'21"W for 31.00 feet thence run S89°38'38"W for 8.78 feet thence run N01°45'08"W for 88.78 feet thence run N89°14'52"E for 31.00 feet to the Point of Beginning.



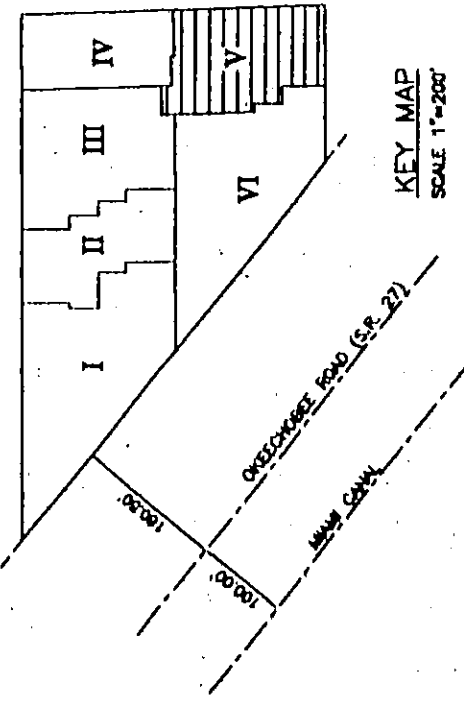
NOTES:

- A. Each condominium unit is composed of the residential unit.
- B. Condominium 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:
 1. Horizontal Dimensions: Each unit shall consist of the space bounded by the unfinished interior surfaces of the perimeter walls of such unit.
 2. Vertical Dimensions: Each unit shall consist of the space bounded by the lowest side of the underside of the unfinished surface of each unit's lower floor level and bounded at the lowest side of the ceiling of each unit.
- C. Limited Common Element means and comprises those common elements which are reserved for use of certain condominium units, particular reference is made to the assigned terraces. (Patios and Assigned Parking Spaces).
- D. All lands and other improvements not located within the boundaries of the condominium units are part of the common element.
- E. Common Element means the portion of the property not included in the condominium unit but shall include easements through each unit for electrical conduits, plumbing pipes, ducts, telephone lines, and other facilities, for the furnishing of utility services to each unit and the common element.
- F. The attached plat of SILVER GARDENS CONDOMINIUM PHASE V, Exhibit pages 1 through 10, to the Declaration of Condominium submitted by the undersigned who has this of records to the real property herein described and who hereby creates the same as provided for by Chapter 718, Laws of the State of Florida, "The Condominium Act", as amended.
- G. See Condominium Documents for exact definitions.
- H. Bearings are based on the North Line of Tract "A" as shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 151 of Page 7.



LEGEND

- LIMITED COMMON ELEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

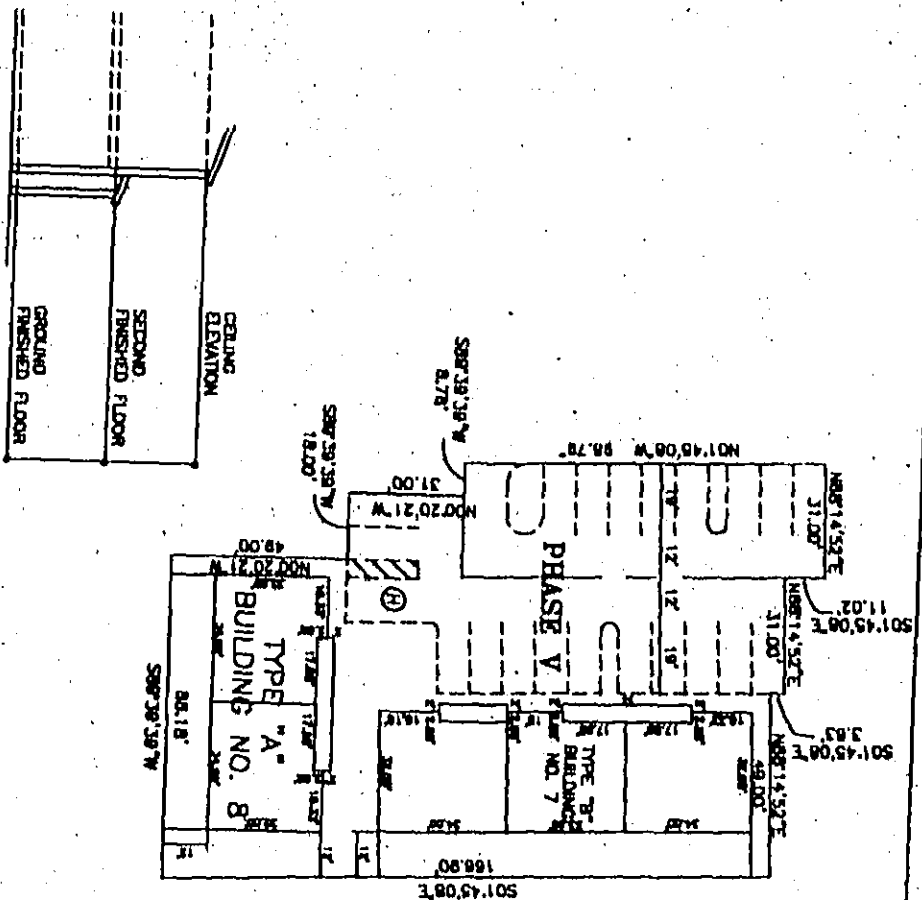


KEY MAP
SCALE 1"=200'

DRAWN		FE/CAD	PROJECT NAME:	SHEET TITLE:	CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK	SHEET 1
CHECKED		SAC	SILVER GARDENS CONDOMINIUM	PHASE V 1ST FLOOR SITE PLAN	DATE: 05/29/97	OF 2
APPROVED		J.A.			SCALE: 1"=50'	
REVISION		DATE:			PROJ. NO.: 87-112	

JAMES AYLWARD & ASSOC., INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
18327 N.W. 80TH AVENUE, SUITE 245
MIAMI LAKES, FLORIDA 33014
(305) 837-2318

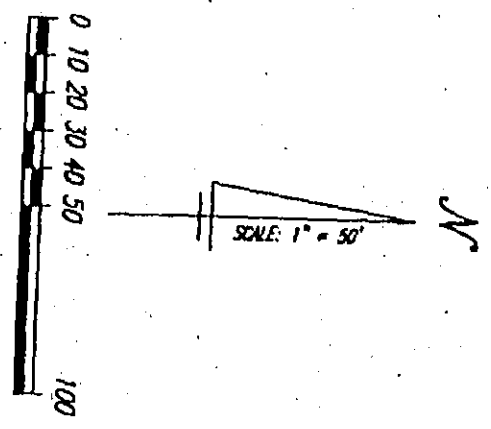
As shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 151 of Page 7.



ELEVATION SKETCH
NOT TO SCALE

NOTES:
The location and dimensions of buildings and other improvements shown herein are based upon plans prepared by Associated Key Architects and are subject to change or revision due to construction variations.

SURVEYOR'S CERTIFICATION: 4th day of June 1988
 The certification made this day of June 1988 by the undersigned land surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Chapter 716 of the Florida Statutes, The Condominium Act, as amended, and certifies that this survey, site plan, description, floor plans, graphic descriptions, and other materials, together with the Declaration, are in sufficient detail to identify the common elements of each unit and their respective location and approximate dimensions. Further, this is a certification that the survey and site plan, description, floor plans, graphic descriptions, and other materials in connection herewith and the construction of the improvements to be undertaken, comply with the Declaration, and that the Declaration, together with the materials, constitute the Declaration, and that the materials, together with the Declaration, constitute the Declaration of the improvements, and that the Declaration, together with the materials, constitute the Declaration of the improvements, and that the Declaration, together with the materials, constitute the Declaration of the improvements. The undersigned also hereby certifies that all proposed improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.



JAMES AYLLWARD & ASSOCIATES, INC.
 LEAD SURVEYOR
 James Ayllward, P.E., No. 5464 or
 James Ayllward, P.E., No. 11880
 NOT VALID WITHOUT THE SIGNATURE AND
 ORIGINAL SEAL OF A LICENSED
 LAND SURVEYOR

NO.	REVISION	DATE	APPROVED BY	DRAWN BY/SCALE	PROJECT NAME	SHEET TITLE
				CHECKED BY	SILVER GARDENS CONDOMINIUM	PHASE V 2nd FLOOR SITE PLAN

JAMES AYLLWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 13327 N.W. 80TH AVENUE, SUITE 248
 MIAMI LAKES, FLORIDA 33014
 (305) 827-2218

DATE	05/29/87	SHEET	2
SCALE	1"=50'	OF	2
PROJ. NO.	JL-172		

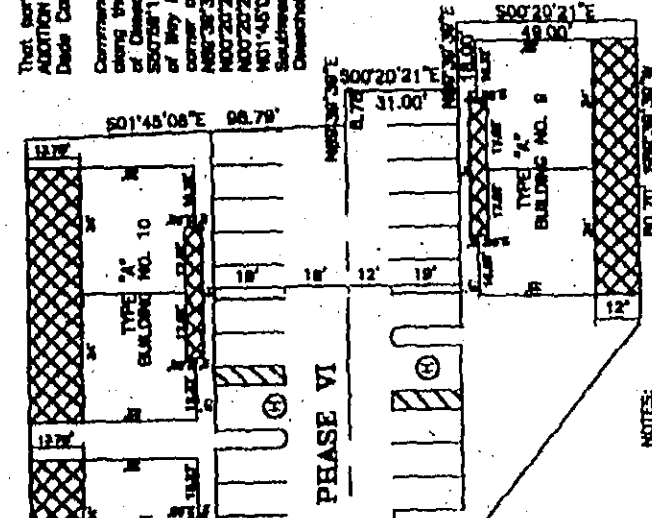
**LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE VI**

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 181 at Page 7 of the Public Records of Dade County Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run S50°29'15"E along the Southeast line of said Tract "A" and the Northeast Right of Way line of Chesapeake Road for 254.56 feet to the Point of Beginning; thence continue S50°29'15"E along the Southeast line of said Tract "A" and the Northeast Right of Way line of Chesapeake Road for 254.56 feet to the Southeast corner of said Tract "A"; thence run N68°38'38"E along the South line of said Tract "A" for 80.70 feet thence run N00°20'21"W for 40.00 feet thence run S88°38'38"W for 18.00 feet; thence run N00°20'21"W for 31.00 feet thence run S88°38'38"W for 6.78 feet; thence run N01°45'03"W for 87.70 feet thence run S88°38'38"W for 254.56 feet to the Southeast line of said Tract "A" and the Northeast Right of Way line of Chesapeake Road and the Point of Beginning.

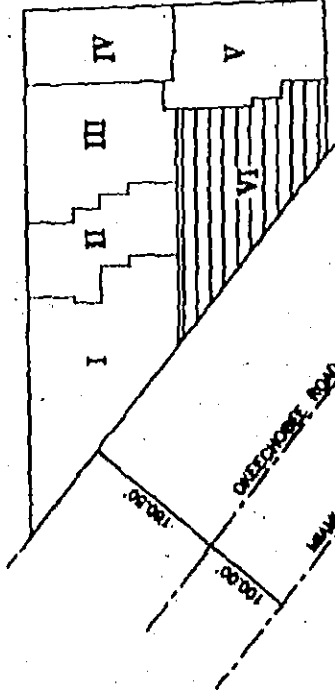
LEGEND

- XXXX LIMITED COMMON ELEMENT
- P.O.B. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

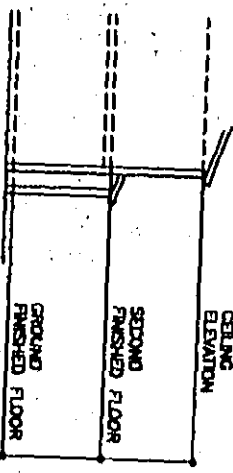
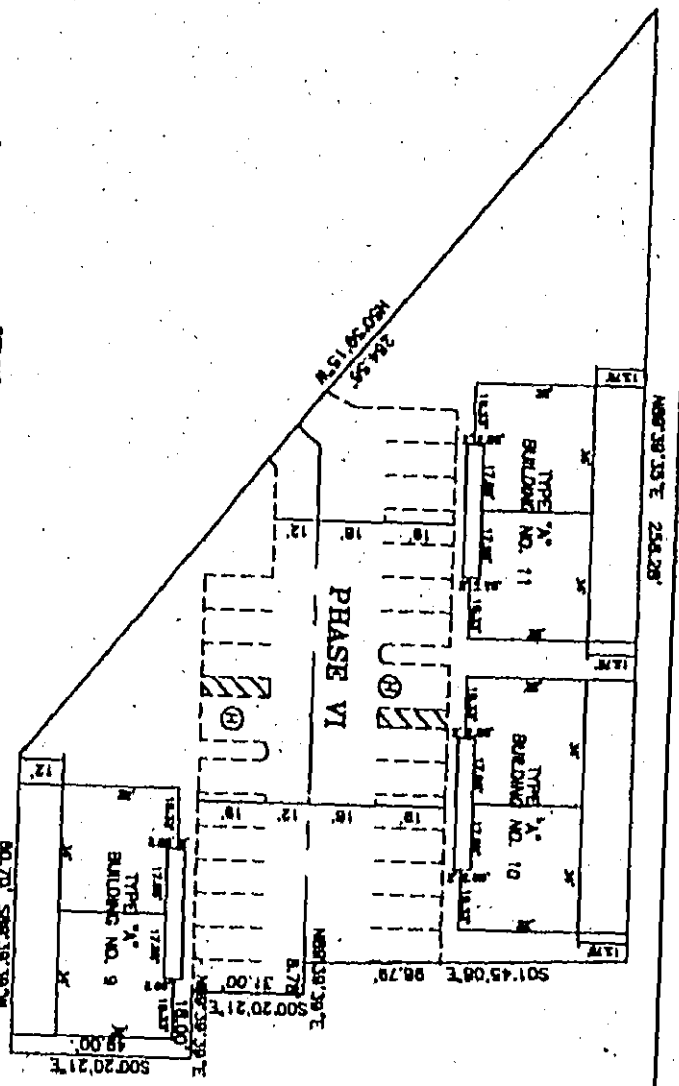


NOTES:

- A. Each condominium unit is composed of the residential unit.
- B. Condominium unit boundaries. Each unit and includes that part of the building containing the unit that lies within the boundaries of the unit. Which boundaries are as follows:
 1. Horizontal Dimensions: Each unit shall consist of the space bounded by the unfinished interior surfaces of the perimeter walls of such unit.
 2. Vertical Dimensions: Each unit shall consist of the space bounded at the lowest side of the underside of the unfinished surface of each unit's lower floor level and bounded at the lowest side of the ceiling of each unit.
- C. Limited Common Element means and comprises those common elements which are reserved for use of certain condominium units, particular reference is made to the assigned terraces, (Porches and Assigned Parking Spaces).
- D. All lands and other improvements not located within the boundaries of the condominium units are part of the common element.
- E. Common Element means the portion of the property not included in the condominium unit but shall include elements through each unit for electrical conduits, plumbing pipes, ducts, telephone lines, and other facilities, for the furnishing of utility services to each unit and the common element.
- F. The attached plat of "SILVER GARDENS CONDOMINIUM PHASE VI" Exhibit _____ pages _____ to the Declaration of Condominium submitted by the undersigned who has this of records to the real property herein described and who hereby creates the same as provided for by Chapter 718, Laws of the State of Florida, "The Condominium Act", is amended.
- G. See Condominium Documents for exact definitions.
- H. Bearings are based on the North Line of Tract "A" as shown on the plat of Silver Gardens Apartments First Addition recorded in Plat Book 181 at Page 7.

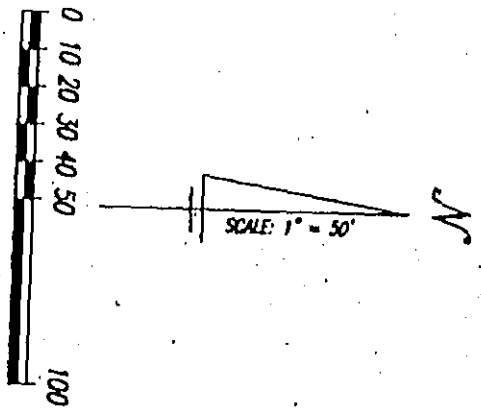


DRAWN BY: []		PROJECT NAME: SILVER GARDENS CONDOMINIUM		SHEET TITLE: PHASE VI 1ST FLOOR SITE PLAN		SHEET 1 OF 2	
CHECKED BY: []		DATE: 09/28/07		CONTRACTOR SHALL SUBMIT ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK		DATE: 09/28/07	
APPROVED BY: []		DATE: []		SCALE: 1"=200'		PLAT NO.: 17-17	
COUNTY REVISION: []		DATE: []		JAMES AYLWARD & ASSOC., INC. CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS 18327 N.W. 80TH AVENUE, SUITE 240 MIAMI LAKES, FLORIDA 33014 (305) 837-2218			
DATE: []		DATE: []					



ELEVATION SKETCH
NOT TO SCALE

NOTES:
The location and dimensions of buildings and other improvements shown herein are based upon plans prepared by Association Key Architects and are subject to change or revision due to construction variations.



SURVEYOR'S CERTIFICATE 4M
I, **JDAE**, 1988
do hereby certify that the foregoing is a true and correct copy of the plat of the subdivision of the land shown on the attached plat, as prepared and certified by me, the undersigned, in accordance with the provisions of Chapter 718 of the Florida Statutes, The Condominium Act, as amended, and certifies that the survey, site plan, description, floor plans, graphic descriptions, and other materials, together with the Declaration, are in strict accordance with the common elements of each unit and their relative location and approximate dimensions. Further, this is a certification that the survey and site plan, description, floor plans, graphic descriptions, and other materials in connection therewith and the construction of the improvements is substantially complete so that the mortgagor, property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common element and of each unit can be determined from these materials. The undersigned also hereby certifies that all planned improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

JAMES AYWARD & ASSOCIATES, INC.
19 NO. 5181 COS. RD.
DADE COUNTY, FLORIDA
REGISTERED SURVEYOR AND ENGINEER
NOTARY PUBLIC
STATE OF FLORIDA
LEONARD S. AYWARD, JR.
REGISTERED SURVEYOR AND ENGINEER

NO.	REVISION	DATE	APPROVED	BY	PROJECT NAME:	SHEET TITLE:
					SILVER GARDENS CONDOMINIUM	PHASE VI 2nd FLOOR SITE PLAN
			CHECKED	DATE		
			APPROVED	DATE		

JAMES AYWARD & ASSOC., INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
18327 N.W. 80TH AVENUE, SUITE 346
MIAMI LAKES, FLORIDA 33014
(305) 877-2218

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK	SHEET 2
DATE: 08/28/87	OF 2
SCALE: 1"=50'	
PROJ. NO.: E-112	

OFF. REC. 1813603490

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE II

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 at Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N89°39'35"E along the North line of said Tract "A" for 254.33 feet to the Point of Beginning; thence continue N89°39'35"E along the North line of said Tract "A" for 78.17 feet; thence run S00°20'25"E for 49.00 feet; thence run N89°39'35"E for 14.59 feet; thence run S00°20'25"E for 31.00 feet; thence run N89°39'35"E for 15.48 feet; thence run S00°20'25"E for 31.00 feet; thence run N89°39'35"E for 11.99 feet; thence run S00°20'25"E for 51.00 feet; thence run S89°39'35"W for 78.17 feet; thence run N00°20'25"W for 51.00 feet; thence run S89°39'35"W for 9.82 feet; thence run N00°20'25"W for 31.00 feet; thence run S89°39'35"W for 38.48 feet; thence run N00°20'25"W for 31.00 feet; thence run N89°39'35"E for 6.24 feet; thence run N00°20'25"W for 49.00 feet to the North line of said Tract "A" and the Point of Beginning.

OFF.
REC. 18136P03491

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE III

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 at Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N89°39'35"E along the North line of said Tract "A" for 332.50 feet to the Point of Beginning; thence continue N89°39'35"E along the North line of said Tract "A" for 148.35 feet; thence run S01°45'08"E for 150.28 feet; thence run S88°14'52"W for 31.00 feet; thence run S01°45'08"E for 11.01 feet; thence run S89°39'35"W for 79.27 feet; thence run N00°20'25"W for 51.00 feet; thence run S89°39'35"W for 11.99 feet; thence run N00°20'25"W for 31.00 feet; thence run S89°39'35"W for 15.48 feet; thence run N00°20'25"W for 31.00 feet; thence run S89°39'35"W for 14.59 feet; thence run N00°20'25"W for 49.00 feet to the North line of said Tract "A" and the Point of Beginning.

OFF. REC. 1813613492

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE IV

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 at Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N89°39'35"E along the North line of said Tract "A" for 480.85 feet to the Point of Beginning; thence continue N89°39'35"E along the North line of said Tract "A" for 80.02 feet to the Northeast corner of said Tract "A"; thence run S01°45'08"E along the East line of said Tract "A" for 162.96 feet; thence run S88°14'52"W for 49.00 feet; thence run N01°45'08"W for 3.63 feet; thence run S88°14'52"W for 31.00 feet; thence run N01°45'08"W for 161.30 feet to the North line of said Tract "A" and the Point of Beginning.

OFF. REC. 1813613493

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE V

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 at Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run N89°39'35"E along the North line of said Tract "A" for 480.85 feet; thence run S01°45'08"E for 150.28 feet to the Point of Beginning; thence run S01°45'08"E for 11.02 feet; thence run N88°14'52"E for 31.00 feet; thence run S01°45'08"E for 3.63 feet; thence run N88°14'52"E for 49.00 feet to the East line of said Tract "A"; thence run S01°45'08"E along the East line of said Tract "A" for 166.90 feet to the Southeast corner of said Tract "A"; thence run S89°39'39"W along the South line of said Tract "A" for 86.18 feet; thence run N00°20'21"W for 49.00 feet; thence run S89°39'39"W for 18.00 feet; thence run N00°20'21"W for 31.00 feet; thence run S89°39'39"W for 8.78 feet; thence run N01°45'08"W for 98.79 feet; thence run N88°14'52"E for 31.00 feet to the Point of Beginning.

OFF. REC. 1813613494

LEGAL DESCRIPTION
SILVER GARDENS CONDOMINIUM
PHASE VI

That portion of Tract "A" of the plat entitled SILVER GARDENS APARTMENTS FIRST ADDITION as recorded in Plat Book 151 at Page 7 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A"; thence run S50°59'15"E along the Southwest line of said Tract "A" and the Northeast Right of Way line of Okeechobee Road for 255.48 feet to the Point of Beginning; thence continue S50°59'15"E along the Southwest line of said Tract "A" and the Northeast Right of Way line of Okeechobee Road for 264.56 feet to the Southwest corner of said Tract "A"; thence run N89°39'39"E along the South line of said Tract "A" for 80.70 feet; thence run N00°20'21"W for 49.00 feet; thence run S89°39'39"W for 18.00 feet; thence run N00°20'21"W for 31.00 feet; thence run S89°39'39"W for 8.78 feet; thence run N01°45'08"W for 87.78 feet; thence run S89°39'39"W for 256.28 feet to the Southwest line of said Tract "A" and the Northeast Right of Way line of Okeechobee Road and the Point of Beginning.

OFF.
REC. 1813613495

EXHIBIT "I" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

NUMBER, TYPE, AND GENERAL DESCRIPTION OF UNITS

EXHIBIT "I" TO THE
DECLARATION OF CONDOMINIUM OF
SILVER GARDENS CONDOMINIUM

NUMBER, TYPE AND GENERAL DESCRIPTION OF UNITS
REAL PROPERTY BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

TYPE OF UNITS	NUMBER OF UNITS	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	PER UNIT APPROXIMATE NET SQUARE FOOTAGE NET/GROSS MINIMUM/MAXIMUM
Phase 1				
A-1	4	2	2	996/1034
A-2	4	2	2	996/1034
B-1	0			
B-2	0			
C-1	2	3	2	1158/1228
C-2	2	3	2	1158/1228
Phase 2				
A-1	4	2	2	996/1034
A-2	4	2	2	996/1034
B-1	0			
B-2	0			
C-1	0			
C-2	0			
Phase 3				
A-1	2	2	2	996/1034
A-2	2	2	2	996/1034
B-1	3	2	2	996/1028
B-2	3	2	2	996/1028
C-1	0			
C-2	0			

OFF. REC. 1813613497

EXHIBIT "I" TO THE
DECLARATION OF CONDOMINIUM OF
SILVER GARDENS CONDOMINIUM
(Continuation)

NUMBER, TYPE AND GENERAL DESCRIPTION OF UNITS
REAL PROPERTY BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

TYPE OF UNITS	NUMBER OF UNITS	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	PER UNIT APPROXIMATE NET SQUARE FOOTAGE NET/GROSS MINIMUM/MAXIMUM
---------------	-----------------	--------------------	---------------------	---

PHASE 4

A-1	4	2	2	996/1034
A-2	4	2	2	996/1034
B-1	0			
B-2	0			
C-1	0			
C-2	0			

PHASE 5

A-1	2	2	2	996/1034
A-2	2	2	2	996/1034
B-1	3	2	2	996/1028
B-2	3	2	2	996/1028
C-1	0			
C-2	0			

PHASE 6

A-1	6	2	2	996/1034
A-2	6	2	2	996/1034
B-1	0			
B-2	0			
C-1	0			
C-2	0			

OFF. REC. 1813613498

EXHIBIT "J" TO THE
DECLARATION OF CONDOMINIUM
SILVER GARDENS CONDOMINIUM

UNIT OWNER'S PERCENTAGE OF COMMON ELEMENTS
AND COMMON SURPLUS AND SHARING COMMON EXPENSES

EXHIBIT "J"
SILVER GARDENS CONDOMINIUM
PERCENTAGE OF COMMON ELEMENTS

UNIT TYPE	NUMBER OF UNITS	APPROXIMATE SQUARE FEET EACH UNIT	% EACH UNIT	% ALL UNITS
Phase 1				
A-1	4	996	7.905	31.62
A-2	4	996	7.905	31.62
B-1	0			
B-2	0			
C-1	2	1158	9.190	18.38
C-2	2	1158	9.190	18.38
Phase 1 and 2				
A-1	8	996	4.842	38.74
A-1	8	996	4.842	38.74
B-1	0			
B-2	0			
C-1	2	1158	5.630	11.26
C-2	2	1158	5.630	11.26
Phase I through 3				
A-1	10	996	3.263	32.63
A-2	10	996	3.263	32.63
B-1	3	996	3.263	9.79
B-2	3	996	3.263	9.79
C-1	2	1158	3.793	7.58
C-2	2	1158	3.793	7.58

Page No: 2
 Percentage of C. Elements

Phase 1 through 4.

A-1	14	996	2.587	36.22
A-2	14	996	2.587	36.22
B-1	3	996	2.587	7.76
B-2	3	996	2.587	7.76
C-1	2	1158	3.008	6.02
C-2	2	1158	3.008	6.02

Phase 1 through 5

A-1	16	996	2.055	32.89
A-2	16	996	2.055	32.89
B-1	6	996	2.055	12.33
B-2	6	996	2.055	12.33
C-1	2	1158	2.389	4.78
C-2	2	1158	2.389	4.78

Phase 1 through 6

A-1	22	996	1.649	36.28
A-2	22	996	1.649	36.28
B-1	6	996	1.649	9.89
B-2	6	996	1.649	9.89
C-1	2	1158	1.917	3.83
C-2	2	1158	1.917	3.83

OFF. REC. 1813613501

EXHIBIT "K" TO THE
DECLARATION OF CONDOMINIUM OF
SILVER GARDENS CONDOMINIUM

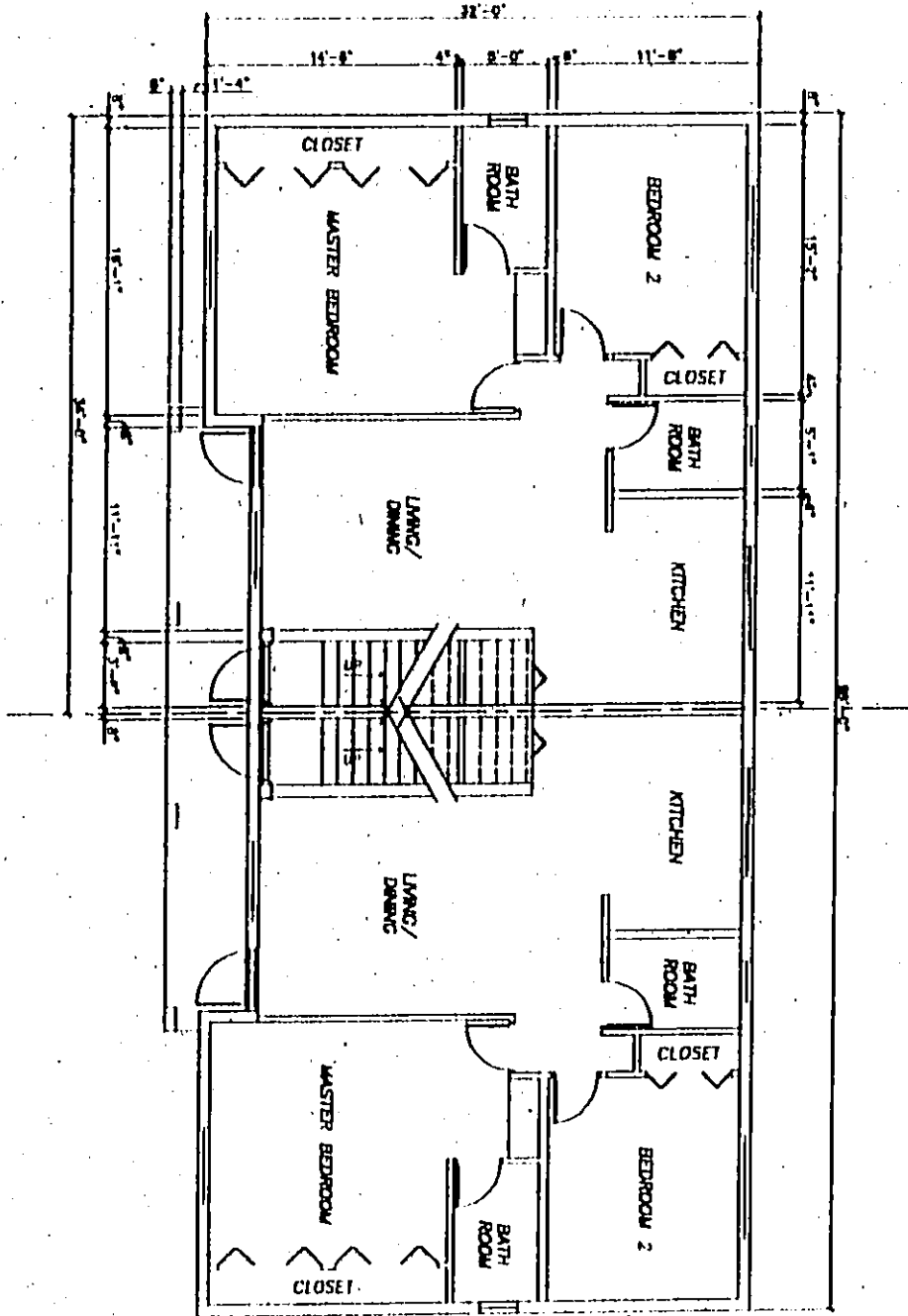
SITE PLANS AND FLOOR PLANS OF
PHASES 2 THROUGH 6

(These exhibits are not inserted as same are shown as
Exhibit "H" and Exhibit "U"

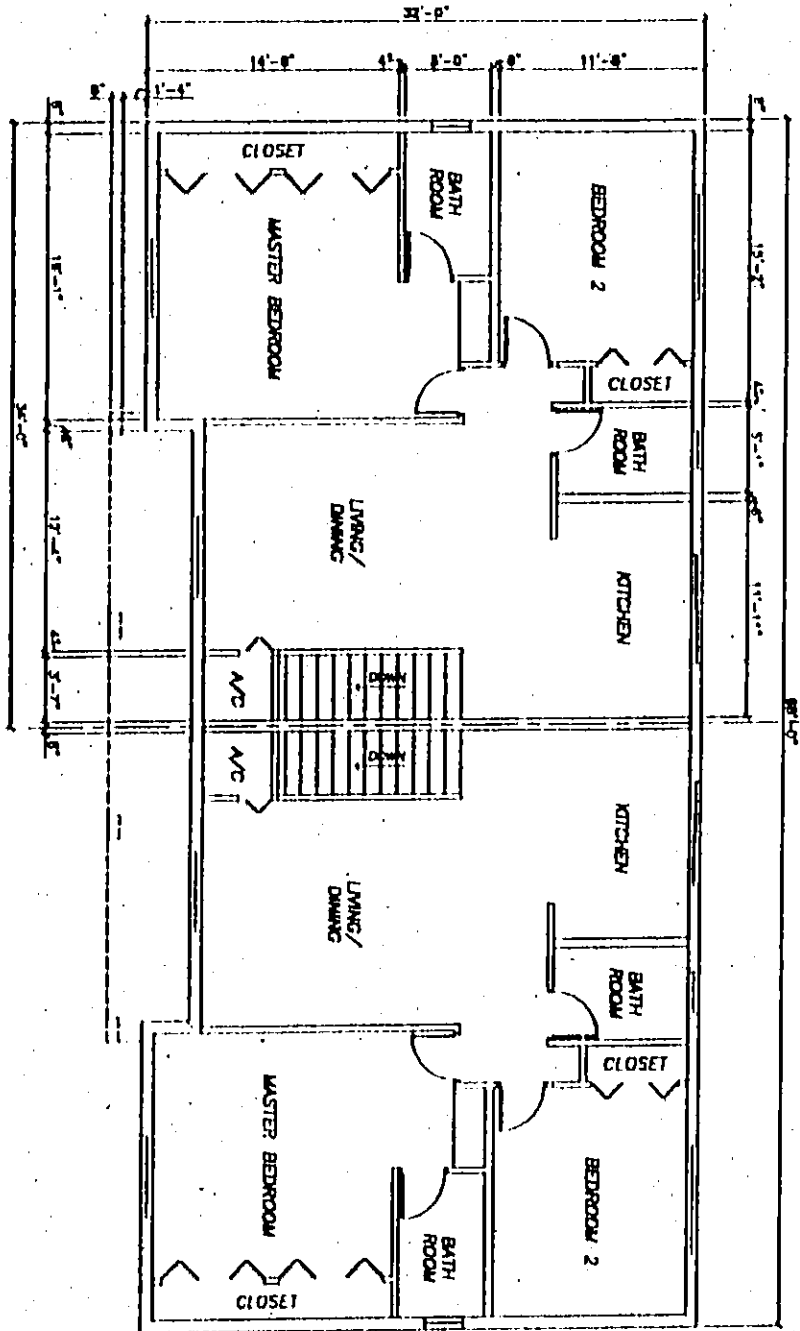
OFF. REC. 1813603502

EXHIBIT "U"
SILVER GARDENS CONDOMINIUM

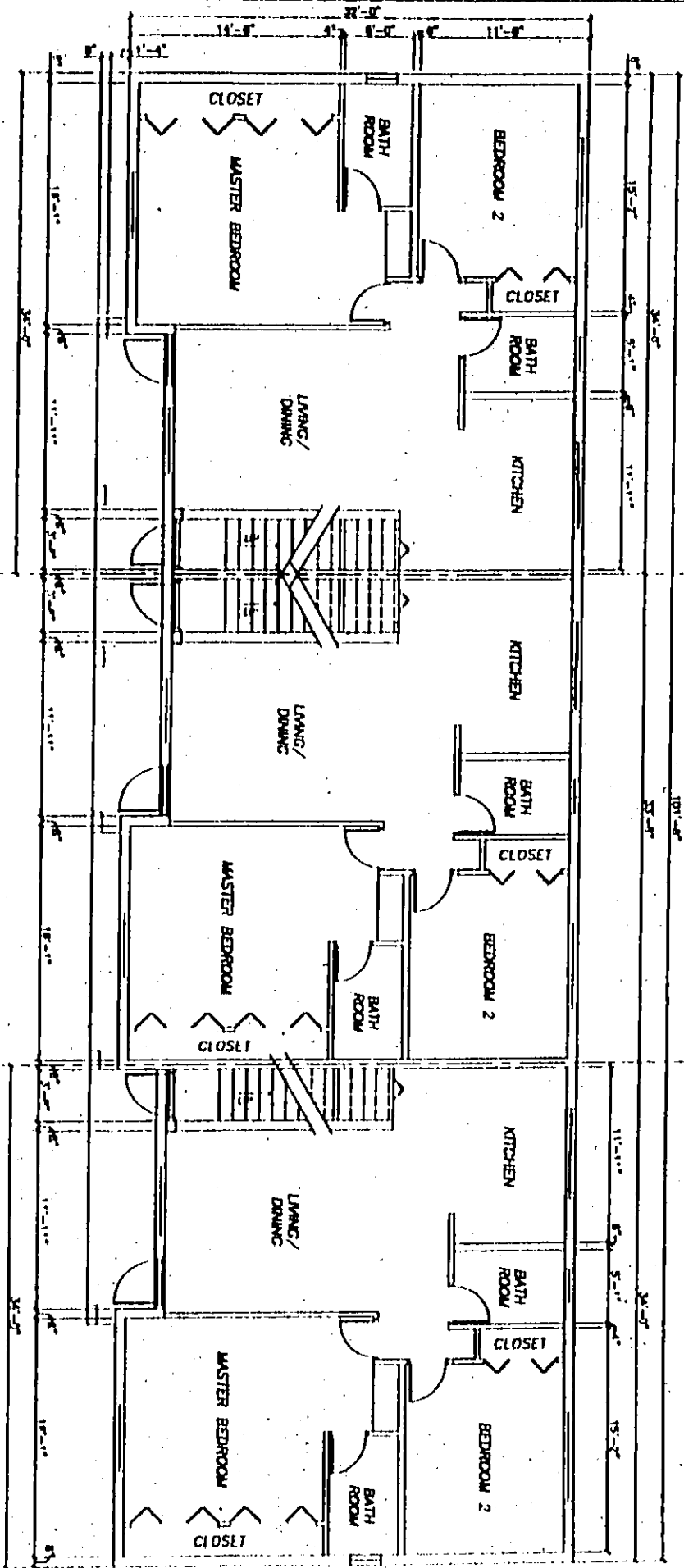
TYPICAL FLOOR PLANS



NO.	REVISION	DATE	APPROVED	DESIGN	PROJECT NAME	SHEET TITLE	 <p>JAMES AYLRWARD & ASSOC., INC. CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS 15327 N.W. 30TH AVENUE, SUITE 246 MIAMI LAKES, FLORIDA 33074 (305) 837-3218</p>	<p>CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK</p> <p>DATE: 09/28/07</p> <p>SCALE: 3/8"=1'-0"</p> <p>PLOL NO.: 07-02</p>
					SILVER GARDENS CONDOMINIUM	TYPE "1" 1st FLOOR PLAN		



DRAWN: T/C/AD		PROJECT NAME: SILVER GARDENS CONDOMINIUM		SHEET TITLE: TYPE 'A' 2nd FLOOR PLAN		 <p>JAMES AYLWARD & ASSOC., INC. CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS 11227 N.W. 80TH AVENUE, SUITE 240 MIAMI LAKES, FLORIDA 33014 (305) 871-2218</p>		CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK		SHEET 2 OF 2
CHECKED: S/C								DATE: 05/28/97		
APPROVED: F/A								SCALE: 1/4" = 1'-0"		
REVISION: DATE								PROJ. NO.: 12-172		



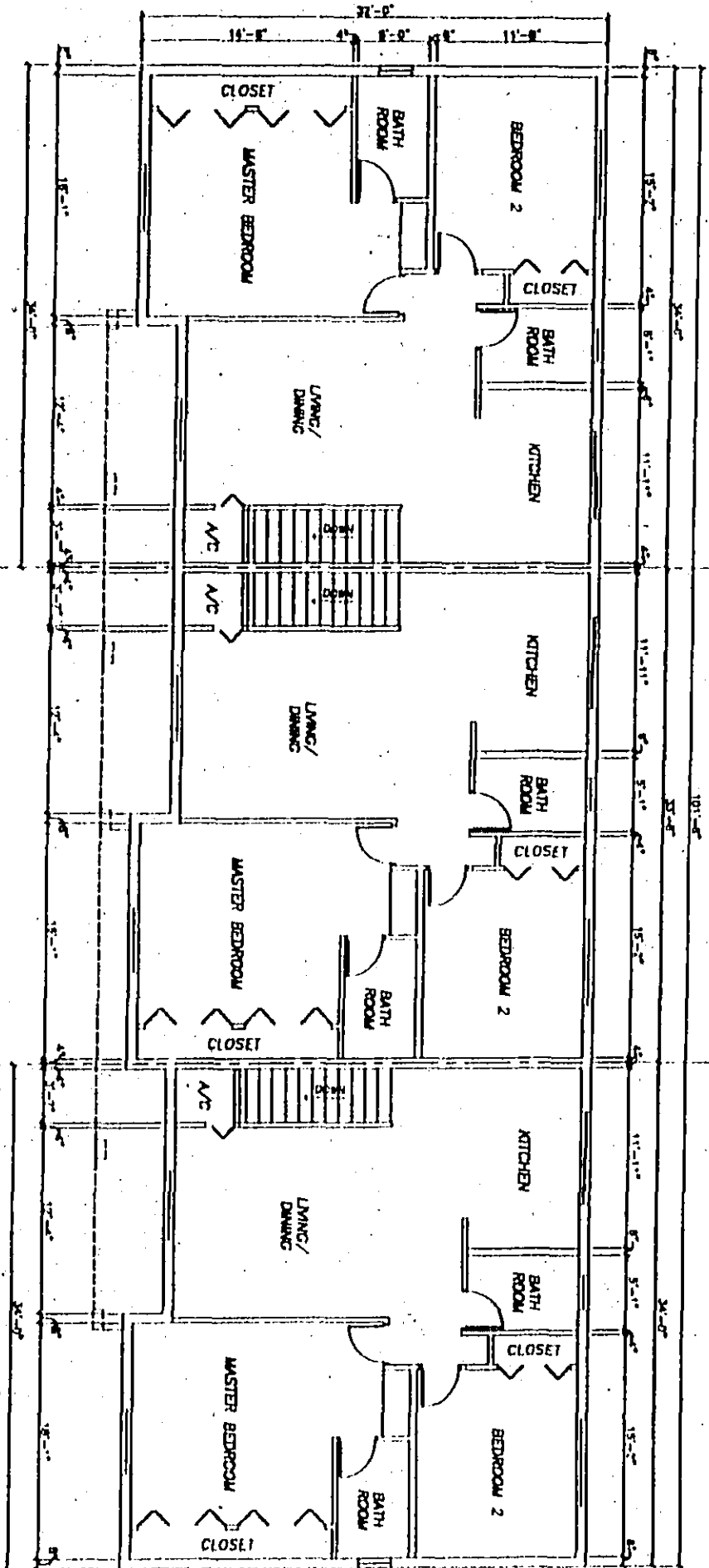
NO.	REVISION	DATE	APPROVED	JA
			CHECKED	SAE
			DESIGN	

PROJECT NAME: SILVER GARDENS CONDOMINIUM

SHEET TITLE: TYPE "B" 1st FLOOR PLAN


JAMES AYLWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 13327 N.W. 80TH AVENUE, SUITE 246
 MIAMI LAKES, FLORIDA 33016
 (305) 837-2218

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING W/WORK	SHEET
DATE: 08/28/87	1
SCALE: 3/8"=1'-0"	OF
PROJ. NO.: 87-172	2

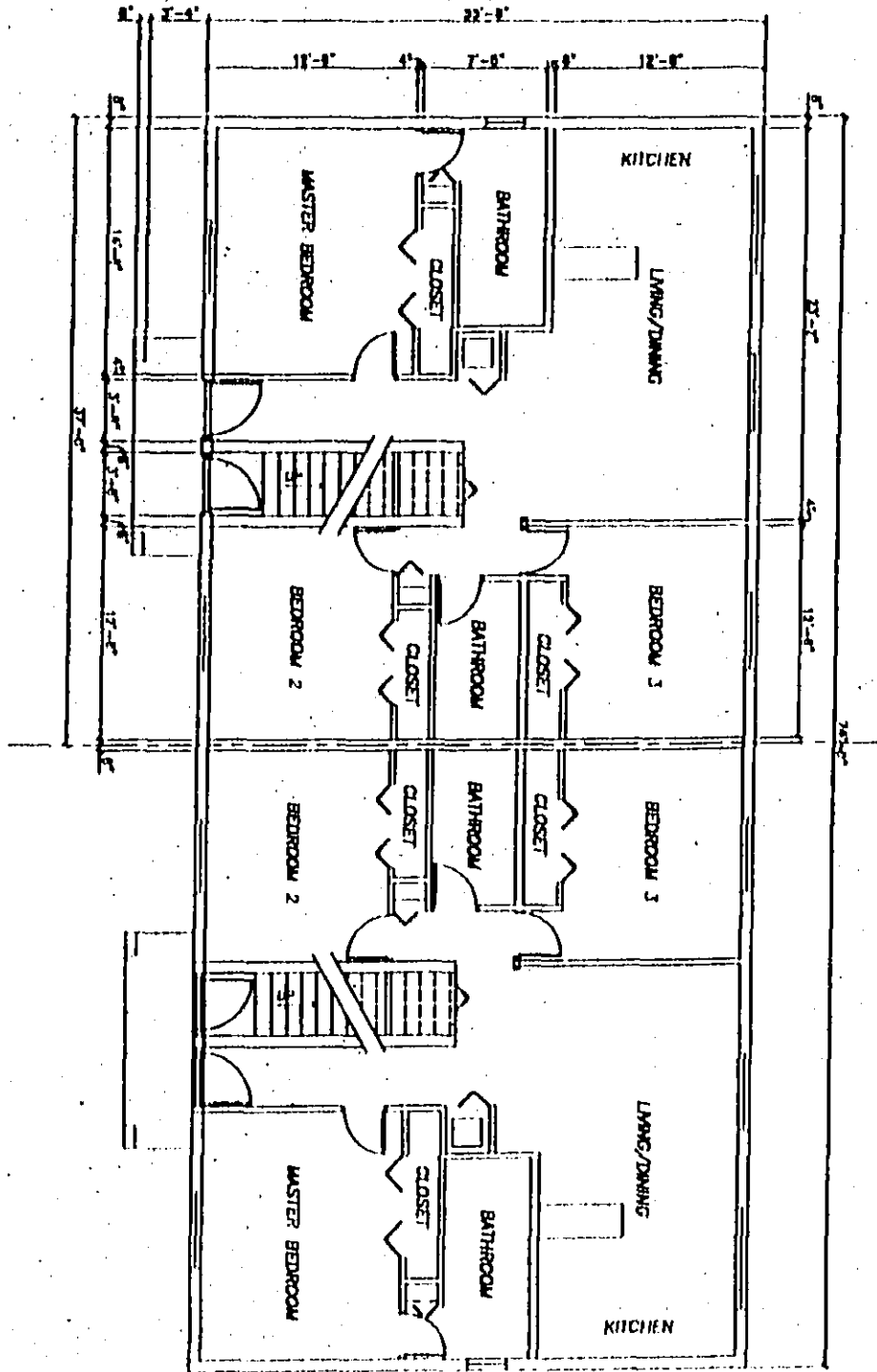


NO.	REVISION	DATE

DRAWN: RUC/DB
 CHECKED: SJC
 APPROVED: JJA
 PROJECT NAME: SILVER GARDENS CONDOMINIUM
 SHEET TITLE: TYPE "B" 2nd FLOOR PLAN


JAMES AYLRWARD & ASSOC., INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 14327 N.W. 80TH AVENUE, SUITE 245
 MIAMI LAKES, FLORIDA 33074
 (305) 671-2216

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK
 DATE: 05/29/87
 SCALE: 3/8" = 1'-0"
 PROJ. NO.: 87-127

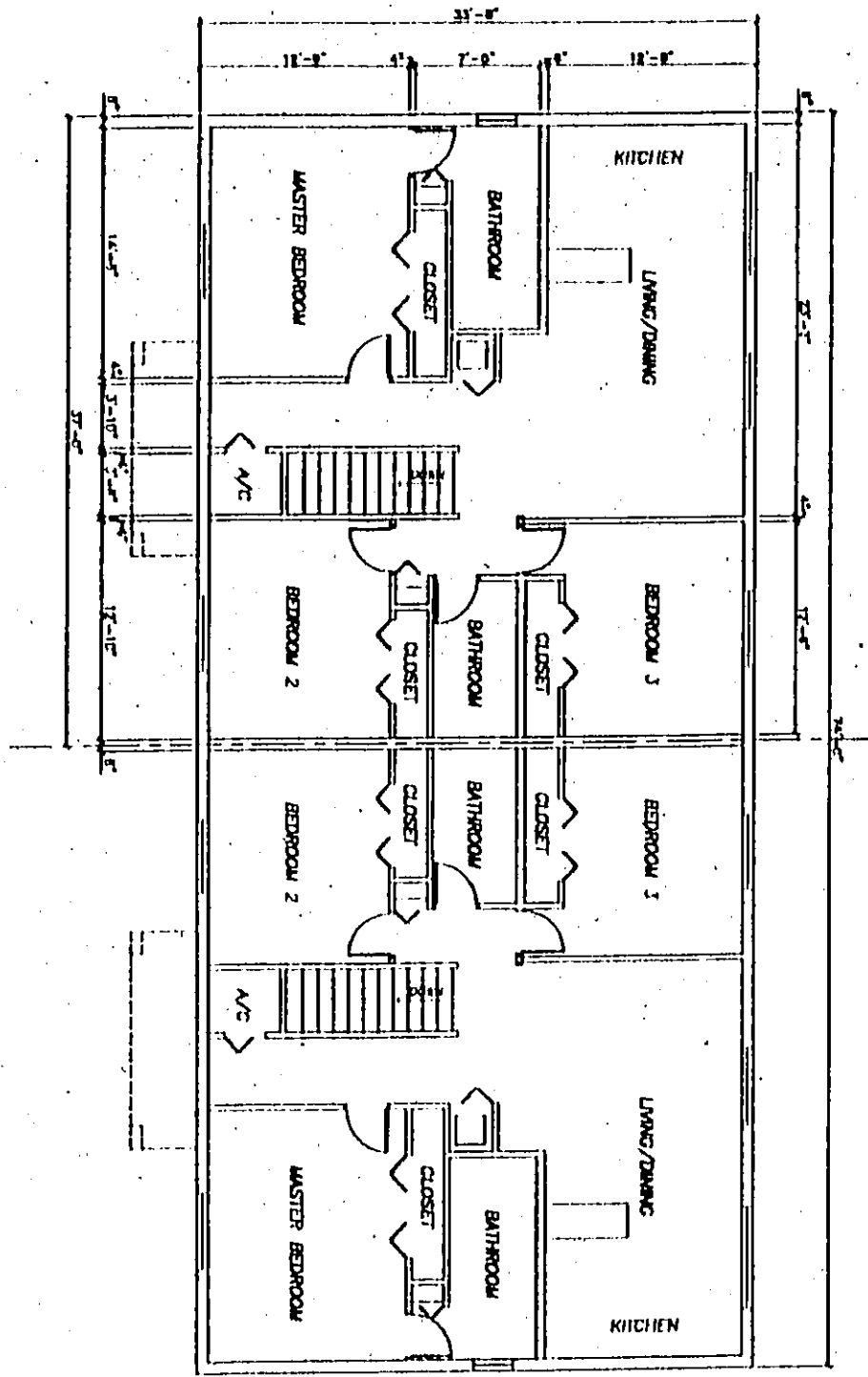


NO.	REVISION	DATE	APPROVED	BY

PROJECT NAME: SILVER GARDENS CONDOMINIUM
 SHEET TITLE: TYPE "C" 1st FLOOR PLAN

JAMES AYLMER & ASSOC., INC.
 CONSULTING ENGINEER, LAND SURVEYOR, PLANNERS
 18327 N.W. 80TH AVENUE, SUITE 246
 MIAMI LAKES, FLORIDA 33074
 (305) 827-2218

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING WITH WORK
 DATE: 02/28/07
 SCALE: 1/8" = 1'-0"
 PROJ. NO.: 07-172



NO.	REVISION	DATE	APPROVED	DATE	DRAMA	TD/310	PROJECT NAME	SHEET TITLE	<p>JAMES AYLRWARD & ASSOC., INC. CONSULTING ENGINEER, LAND SURVEYOR, PLANNERS 15327 N.W. 80TH AVENUE, SUITE 245 MIAMI LAKES, FLORIDA 33016 (305) 827-2218</p>	CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING W/WORK	DATE	SCALE	PROJ. NO.	SHEET NO.
					9/2/80	9/2/80	SILVER GARDENS CONDOMINIUM	2nd FLOOR PLAN		09/28/80	1/8" = 1'-0"	87-122	2	

OFF. REC. 18136PC3509

EXHIBIT "W"
SILVER GARDENS CONDOMINIUM

DEVELOPER'S DEED

OFF. REC. 1813613510

REC-1728710264

0616325262 1996 JUL 24 12:30

DOCSIPDDE 3,075.00 BURIX 2,306.25
HARVEY RUVIN, CLERK DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Gregg S. Truett, Esquire
Bolsky, Truett & Youngs, P.A.
2121 Prince De Leon Blvd., Suite 1035
Coral Gables, Florida 33134

Property Appraiser's
Parcel Identification No. 27-0001-001-0160

Address:

Grantee S S No _____

Grantee S S No _____

(Space above this line for recording data)

WARRANTY DEED (STATUTORY FORM - SECTION 689 (2), F.S.)

THIS INDENTURE, made this 22 day of July, 1996, Between GENERAL ASPHALT CO., INC., a Florida corporation, Grantor, to ARCA DEVELOPMENT INC., a Florida corporation, whose mailing address is 15476 N.W. 77 Court, Suite 318, Miami Lakes, Florida 33016, Grantee.

WITNESSETH that said Grantor, for and in consideration of the sum of ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and this conveyance is subject to: (1) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (2) restrictions and matters appearing on the plat or otherwise common to the subdivision; (3) public utility easements of record, if any; and (4) taxes for the year 1996 and subsequent years; but said references shall not serve to reimpose any restrictions;

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written

Signed, sealed and delivered in our presence

Curtis Simpson
Print Name: CURTIS SIMPSON
Gregg S. Truett
Print Name: GREGG S. TRUETT

GENERAL ASPHALT CO., INC., a Florida corporation, INC.
By: Robert A. Lopez
Robert A. Lopez, President
4850 N.W. 22nd Avenue
Miami, Florida 33166
SEAL
NOTARY PUBLIC
STATE OF FLORIDA
1996

STATE OF FLORIDA)
1996)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 22 day of July, 1996, by Robert A. Lopez, as President of General Asphalt Co., Inc., a Florida corporation, on behalf of the corporation. He () is personally known to me or () has produced N/A as identification.

Gregg S. Truett
Notary Public, State of Florida
Print Notary Name:

My Commission Expires:

OFFICIAL NOTARY SEAL
GREGG S. TRUETT
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION NO. 0007798
MY COMMISSION EXPIRES FEB. 13, 1997

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RE: 1728710265

EXHIBIT "A"

A portion of Tract 27, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2 at Page 17, of the Public Records of Dade County, Florida, lying in Section 3, Township 53 South, Range 40 East, and being more particularly described as follows:

Begin at the NE. corner of said Tract 27; thence North 88° 40' 42" West, along the North line of said Tract 27 for 562.15 feet; thence South 49° 13' 35" East along the Northeastery right of way line of State Road 25 (Okeechobee Road) as shown on that certain State of Florida, State Road Department, RIGHT OF WAY MAP (SECTION 87090-2518 Sheet 4 of 9) dated April 22, 1970 and April 30, 1970 for 518.16 feet; thence South 88° 42' 18" East along the South line of said Tract 27, for 169.17 feet; thence North 0° 05' 02" East, along the East line of said Tract 27, for 329.25 feet to the Point of Beginning, lying and being in the Town of Hialeah Gardens, Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
SECTION 18710
HARVEY RUVIN
CLERK OF THE COURT

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

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 305 PAGE 9

HARVEY RUVIN, CLERK,
CIRCUIT & COUNTY COURTS

BY Edmund J. [Signature] D. C.