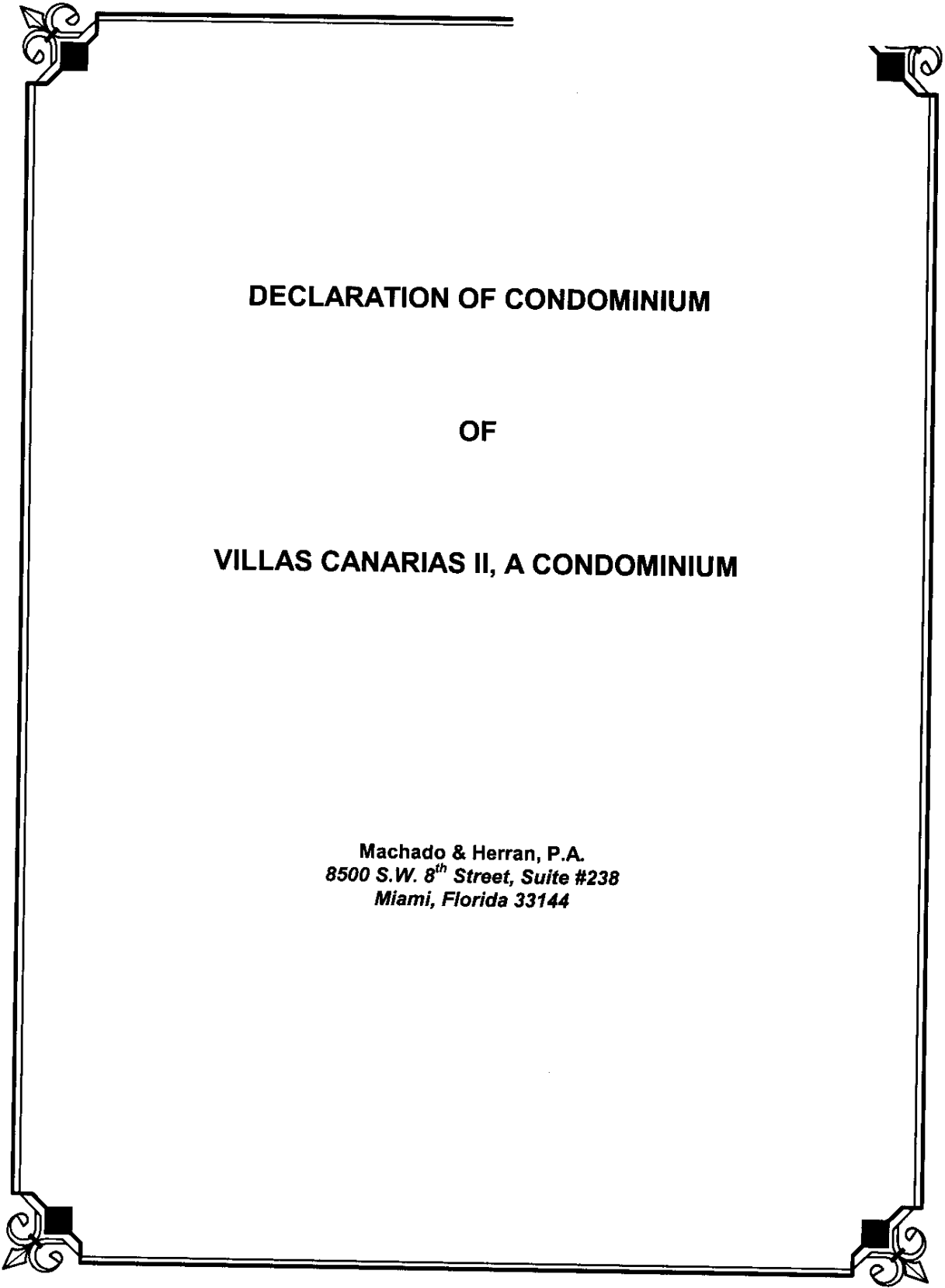




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DECLARATION OF CONDOMINIUM

OF

VILLAS CANARIAS II, A CONDOMINIUM

Machado & Herran, P.A.
8500 S.W. 8th Street, Suite #238
Miami, Florida 33144

001247

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OF**

VILLAS CANARIAS II, A CONDOMINIUM

1. LEGAL DESCRIPTION OF EXISTING PARCEL, PLOT PLAN, SURVEY, FLOOR PLANS; GRAPHIC DESCRIPTION AND LEGAL DESCRIPTION(S)
2. SHARE OF COMMON EXPENSES, COMMON ELEMENTS AND COMMON SURPLUS
3. ARTICLES OF INCORPORATION OF CONDOMINIUM ASSOCIATION
4. BY-LAWS OF CONDOMINIUM ASSOCIATION

**DECLARATION OF CONDOMINIUM
OF
VILLAS CANARIAS II, A CONDOMINIUM**

ARTICLE I
SUBMISSION STATEMENT

ALJEN 40, LLC., A Florida limited liability company, and the developer of **VILLAS CANARIAS II, A CONDOMINIUM**, (hereinafter collectively referred to as the "Declarant" or "Developer" in this instrument, including the Articles of Incorporation, By-Laws and Prospectus of Villas Canarias II Condominium, Inc., a Florida not-for-profit corporation, the owner and holder of a fee simple title in and to the real property described in Article III, (entitled "Land", hereby submits the same to condominium ownership pursuant to Chapter 718, Florida Statutes, "The Condominium Act", upon the terms, conditions, restrictions, reservations and limitations set forth below. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

ARTICLE II

NAME

The name by which this Condominium is to be known and identified as: **VILLAS CANARIAS II, A CONDOMINIUM**.

ARTICLE III
LAND

The legal description of the real property ("Land") presently owned by the Developer is:

SEE ATTACHED EXHIBIT "I"

ARTICLE IV

INTRODUCTION TO UNITS

The Condominium property consists of the Land described in Article III hereof, and all easements and rights appurtenant thereto, together with the Buildings and other improvements constructed therein, which includes the Units, the common elements and the limited common elements.

The principal improvements on the real property ultimately intended to be submitted to Condominium ownership will consist of five (5) Buildings. Buildings "7651, 7663, 7675, 7687 and 7699" there are 40 Units, more particularly described as: Units 1 through 7 in Building "7651", Units 1 through 9 in Building "7663", Units 1 through 6 in Building "7675", Units 1 through 9 in Building "7687" and Units 1 through 9 in Building "7699". Each Building will contain solely Type D Units. Building "7651" will contain a minimum and maximum of 7 units consisting of 7 Type D Units. Building "7663" shall consist of a minimum and maximum of 9 Units consisting of 9 Type D Units. Building "7675" will contain a minimum and maximum of 6 Units consisting of 6 Type D Units. Building "7687" shall consist of a minimum and maximum of 9 Units consisting of 9 Type D Units. Building "7699" will contain a minimum of and maximum of 9 Units consisting of 9 Type D Units. All Units will contain approximately 976 square feet.

All areas, rooms and spaces which are not within the boundaries of a Condominium Unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

The rear patios areas abutting each Unit and the balconies abutting a Unit, if any are limited common elements appurtenant to the Units which they abut, the use of which is restricted to the Units to which they are appurtenant. Maintenance and upkeep of each rear patio shall be the exclusive responsibility of each Unit owner or owners to which that rear patio is appurtenant.

Each Unit shall have as its boundary lines the interior unpainted finished surfaces of the perimeter walls. All walls which define the boundaries of the Units located within a Unit constitute part of the common elements up to the unpainted finished surfaces of those walls.

All Condominium Units and wires up to their outlets and all other utility lines and pipes up to their initial outlets within each Unit, regardless of location, constitute parts of the common elements. For the purpose of this Paragraph, the fuse or switch box within each Unit is designated as the initial outlet for electrical service; the connecting point of the water line and plumbing and sewage pipelines within the wall, floor or ceiling with the plumbing fixture distribution line is designated as the initial outlet for water or sewage service.

Each Condominium Parcel includes the Unit, the undivided share in the common elements which are appurtenant to that Unit, and the interest in the limited common elements appurtenant to that Unit; such as rear patios.

For the purpose of this declaration, the words "Unit", "Condominium Unit", "Townhouse Unit", "Residence", "Condominium Residence" or "Residential Unit" are equivalent and interchangeable and where the context permits or requires, shall all be deemed to mean and refer to a Unit or Units.

ARTICLE V

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

Attached to this Declaration are exhibits which are made part of and recorded simultaneously herewith; Survey, Plot Plan, Graphic Description of Improvements and the notes and legends appearing in them are made a part of and shall be deemed and identified as Exhibit "I" to this Declaration.

Exhibit "I" has been certified to and in the manner required by Section 718.104 (4) (e), Florida Statutes the Condominium Act.

Limited Common Elements or Common Elements shall include patios, porches, parking areas, balconies and/or utility areas. Parking spaces for each respective Unit are located as the asphalt parking area designated on the plot plan.

There are 67 parking spaces and 4 handicap parking spaces inclusive which are "outside" parking spaces and which are not located within the Units. Parking spaces shall constitute limited common elements to the Units to which they may be assigned in the manner hereinafter provided. Parking spaces assigned as limited common elements to a Unit are reserved for the use of that Unit and the owners and occupants of that Unit to the exclusion of all other Unit owners. Any parking spaces not assigned as limited common elements shall be deemed common elements.

Each Unit shall have at least one (1) parking space for its exclusive use assigned to it and designated by the Unit number. The roster shall be prepared by the Developer once all Units are constructed and the parking spaces assigned.

Parking spaces designated as common elements by the Condominium Association, may, with approval of a majority of the Unit owners, be designated by the Condominium Association as limited common elements to one or more Units. Such designation, however, must be executed with the formalities required of deeds by the authorized officers of the Condominium Association and must set forth that the approval of a majority of the owners to such designation was obtained at a meeting of Unit owners (members of the Condominium Association) called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Miami-Dade County, Florida, the subject parking space or spaces shall become limited common elements to the Unit or Units to which they have been so assigned to the same effect and with the same results as if such designation has been made herein.

Notwithstanding the foregoing, no Unit owner shall have in use, during their residence at the Condominium, more than two (2) automobiles.

The visitor's parking spaces shall be reserved for guest parking unless the Unit owners, by a majority vote, shall approve an alternate user. For the purposes of this Paragraph, guest parking shall include parking for delivery vehicles and the vehicles of workmen providing service within the Condominium. The Board of Directors may nevertheless reasonably regulate and control the use of the outside parking spaces by commercial vehicles.

The designation of parking will be as follows:

- a.) Parking spaces will be initially assigned by the Developer.

ARTICLE VI

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARES IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

1. Each Unit owned shall have an undivided share in the Common Elements as described in Exhibit "II", which is attached and made a part of this document.
2. The Common Expenses shall be borne by the Condominium Unit owners and said Unit owners shall also share in the Common Surplus in the same proportions as set forth for the Common Elements in Exhibit "II".

ARTICLE VII

CONDOMINIUM ASSOCIATION

The VILLAS CANARIAS II CONDOMINIUM, INC., a Florida not-for-profit corporation, shall be responsible for the operation of the Association.

The Condominium Association shall have all powers, rights, and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. A copy of the Articles of Incorporation are attached hereto as Exhibit "III". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and shall be filed with the Secretary of State or as otherwise required by Florida Statutes, Chapter 617, as amended from time to time.

No amendments to the declaration may change the configuration or size of the Condominium Unit in any material fashion, materially altering or modifying the appurtenances to the Unit; or change the proportion

or percentage by which the owner of the parcel shares common expenses and owns the common surplus, unless the record owner of each Unit of the condominium thereof and the record lien holders of each Unit join in the execution of the amendment and further provided that at least a majority of the record owners of all other Units also approve the amendment(s).

Notwithstanding any provision to the contrary contained in this section, pursuant to Florida Statutes 718.110 any declaration recorded after April 1, 1992, may not require the consent or joinder of thereof some or all mortgagees of Units to or in the amendments to the declaration, unless the requirement is limited to amendments materially affecting the rights or interest of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and unless the requirement provides that such consent may not be unreasonably withheld.

It shall be presumed that, except as to those matters described in subsections (4) and (8) of Florida Statutes 718.110, amendments to the declaration do not materially affect the rights or interest of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by recordation of an affidavit in the county where the declaration is recorded.

Except as to those matters contained in Florida Statutes 718.110(4) and (8) no Declaration recorded after April 1, 1992 shall require that amendments be approved by more than four fifths of the voting interests. All amendments, except for matters contained in Florida Statutes 718.110(4) and (8), shall require the affirmative vote of two-thirds (2/3rd) of the voting interest of the Association.

The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors must be members of the Association, except for the initial member of the board of directors.

All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and 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.

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.

The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before time for the election of their successors by the members other than the developer shall be filled by the remaining first directors, or if there are none, then by the developer.

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, or until removed, are as follows:

Shahin Etessam	3814 West. 12 th Avenue Hialeah, Florida 33012
Mercedes Tello	3814 West 12th Avenue Hialeah, Florida 33012
Jose Alvarado	3814 West 12 th Avenue Hialeah, Florida 33012

ARTICLE VIII

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Condominium Association which are annexed as Exhibit "IV" and incorporated herein as if fully set forth in this Declaration. The By-Laws may be amended in the manner and with the same vote as required for the amendments of this Declaration.

ARTICLE IX

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a Condominium Residence, whether they have title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound and hereby agrees that he shall accept membership in the Condominium Association described in Article VI and Article VII above and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium Residence and may not be transferred separate and apart from a transfer of the Ownership of the residence. Membership shall automatically terminate upon sale or transfer of the residence, whether voluntary or involuntary.

The owner of every Condominium Residence shall accept ownership of said residence subject to restrictions, declarations, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each Condominium Residence owner is entitled to (1) vote in the Condominium Association for each Unit owned. Voting rights, (sometimes referred to as "voting interest") qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Articles of Incorporation and the By-Laws of the Association (Exhibits "III" and "IV" respectively). Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws (such as "67% of the Unit owners" or "a majority of the members"), unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Condominium Unit owners present and, voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require, a majority vote of the number of voting interest of Unit present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. Upon completion of the Condominium Residences shall have a total of 40 votes.

ARTICLE X

AMENDMENT TO DECLARATION

A. Subject to the other provisions of the Declaration relative to amendments, this Declaration of Condominium may be amended in any of the alternative manners set forth below:

(i) 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 considered, if a meeting is required for amendment.

(ii) Resolution. An amendment may be proposed by either a majority of the Board of Directors or by at least fifty (50%) percent of the members of the Association. A resolution adopting a proposed amendment must be adopted by a vote of not less than a majority of the Board of Directors and sixty-seven (67%) percent of the members of the Association. Directors and members not present at the meetings considering the amendment may vote their approval, in writing, delivered to the Secretary before such meeting.

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

(iv) Proviso. Provided however no amendments may change the proportion or percentage by which the owner of a parcel shares the common expenses, owns the common surplus or owns the common elements, materially alters or modifies the appurtenances to a Unit; and, no amendment shall change any Condominium Unit size or the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, nor other appurtenances of the parcel, unless the record owner(s) and all lien holders thereof shall join the execution of such amendments and unless at least a majority of the record owners of all other Units approve the amendment(s).

B. Amendments by Board of Directors for Limited Purposes. An amendment may be made by a majority of the entire Board of Directors in the case of amendments that are only for one or more of the following purposes:

(i) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of Unit owners in either the common elements, common surplus or common expenses shall equal one hundred (100%) percent, the owners of the Units and the owners of institutional first mortgages on the Units for which modifications in the shares are being made also shall approve the amendment.

(ii) To change the boundaries between Units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners and Institutional Mortgagees of the Units concerned.

(iii) To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or Institutional Mortgagees.

C. Developer. As long as the Developer shall hold fee simple title to any Unit, in the normal course of its business, the Developer may amend this Declaration, including but not limited to an amendment that will combine two or more Units or subdivide one or more Units owned by Developer (without, however, changing the percentage of common elements as appurtenant to such Units), or any amendment required by a government agency or an Institutional Mortgagee willing to make or purchase permanent mortgage loans secured by a Unit, and such amendment shall be effective upon the joinder of at least fifty one (51%) percent of the record owners of all Unit and record owners of all lien holders vote in favor of such amendment; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded institutional first mortgage as it affects a Condominium Unit, or change the size or dimensions of any Unit not owned by the Developer. No amendment to the Declaration of Condominium may permit timeshare estates to be created in any Unit of the Condominium, unless at least fifty one (51%) percent of the record owners of Units and the record owners of liens on each Unit join in the execution of the Amendment.

As long as Developer shall hold fee simple title to any Unit, in the normal course of its business, no amendment affecting or altering Developer's rights under this Declaration may be made without Developer's written consent.

D. (i) The provisions of Paragraph A above notwithstanding, any provision of this Declaration or the By-Laws of the Condominium Association which requires to be effective, operational or be enacted, a vote of the Unit owners greater than that required in Paragraph A above, but not exceeding an affirmative vote of 67%, shall be amended or changed by any amendment to this Declaration or the By-Laws of the Association in so far as they pertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions.

(ii) Furthermore, no amendment or change to this Declaration or to the By-Laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities for deeds and recorded with the amendment.

E. The provisions of Paragraph A and B to the contrary notwithstanding: (a) if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common expenses or interest in the termination shares in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed; (b) the shares of the common expenses, or ownership of surplus or of the termination shares fails to equal 100%; (c) if it shall appear that through such error more than 100% of the common elements or common expenses; (d) ownership of the common surplus or termination shares shall have been distributed; (e) if it shall appear that through a scrivener's error a Unit has not been designated an appropriate undivided share of the common elements, common expense, common surplus, or termination shares; or (f) if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by law to establish this Condominium, the Condominium Association may correct the error and/or omission by filing an amendment to this Declaration upon approval of the Unit owners in accordance with Florida Statutes Section 718.110(4). If such an amendment, considered and approved pursuant to this Paragraph, materially modifies the shares of common surplus or termination shares appurtenant to one or more Units by increasing or decreasing the amount thereof per Unit, then the owners of liens upon the Unit, the Unit owners and all other Unit owners of the Condominium shall be required to execute or join in the execution of the Amendment to the Declaration..

F. The provisions of Paragraph A and B above to the contrary notwithstanding, no amendment, modification or change shall be made in any of the provisions of Article XXI, *infra*, entitled "Provisions for Casualty Insurance, Payments of Proceeds, Reconstruction, Insurance Trustee," of this Declaration of Condominium, without the approval in writing of mortgagees owning and holding a majority of institutional first mortgages encumbering Units in this Condominium and of the single mortgagee owning and holding the largest number of such institutional first mortgages.

G. In addition to the provisions of paragraph A and B above, amendments of a material nature must be agreed to by eligible mortgage holders who represent at least 51% of the votes of Unit estates that are subject to mortgages held by eligible holders. A change to the provisions governing the following would be subject to the provisions of Article VII of this Declaration be considered as material:

- i. voting rights;
- ii. reallocation of interests in the general or limited common elements or rights to their use;

- iii. redefinition of any Unit boundaries;
- iv. convertibility of Units into common elements or vice versa;

H. The termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property must be agreed to by eligible mortgage holder that represent at least 67% of the votes of the mortgaged Units.

I. Agreement of an eligible mortgage holder shall be presumed when it fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified registered mail, with a "return receipt" requested.

ARTICLE XI

PURPOSE AND USE RESTRICTIONS

Condominium Residences shall be used and occupied by the respective owners thereof (including lawful tenants) as single family residences for themselves, their families and social guest and for no other purpose except where specific exceptions are made in this Declaration.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Condominium Units, the use of the Condominium Property shall be restricted in accordance with the following provisions:

A. Restriction On Use of Unit: The residence shall be used as single-family dwellings only and the number of persons permanently residing in a Unit shall be limited to three (3) persons per bedroom as such bedroom was designated on the original plan of the developer.

B. Restriction On Use of Common Elements: The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the residence owners, and subject to such regulation, rules and By-Laws as may, in the opinion of the Association, achieve the maximum beneficial use thereof.

C. Nuisance: No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 11:00 P.M., and 8:00 A.M., so as not to disturb the other residents of the condominium.

D. Obstructions: The parking areas, all sidewalks, entrances, driveways, passages, patios and vestibules must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radios, satellites, televisions, or aerial antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/or agents of the Developer

E. Children: There are no restrictions upon children residing in the Units of the condominium, however, children are not to play in the public parking areas or the public walkways. Reasonable adult supervision must be executed when children are playing on the grounds for their safety and protection.

F. Destruction of Property: Neither Unit owners, nor their family members, lessees, tenants, contractors, invitee, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

G. Signs: There shall be permitted "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium provided however that exterior signs shall require Association approval except for signs displayed by the Developer.

H. Cleanliness: All garbage and recycling refuse from the Condominium shall be deposited with care in garbage containers and recycling bins intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

I. Pets: No pets or animals, weighing in excess of fifty (50) pounds shall be harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association. Such consent may be given upon such conditions as the Board of Directors may direct and shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. Pets must be hand carried or leashed at all times when not within the Unit of the pet's owner. No pet or animal shall be maintained or harbored within a Unit that would create a nuisance or danger to any other Unit owner. A determination by the Board of Directors, in its sole discretion, that a pet or animal maintained or harbored within a Unit creates a nuisance or is deemed to be an exotic pet or a dangerous pet, shall be binding and conclusive on all parties. All Unit owners with pets or animals shall be responsible for cleaning up any defecation from their pets, as well as, is solely responsible for any damages caused by said pets or animals.

J. Windows: Plants, pots, receptacles and other movable objects may not be kept, placed or maintained on ledges of windows. No objects shall be hung open or shaken from windows or doors. Unit owners shall not throw cigars, debris, trash, cigarettes or any other object from windows or doors.

K. Ingress and Egress: Garbage cans, laundry, dry cleaning supplies or other articles shall not be placed in the front of the Unit. No Unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

L. Storage Areas: Nothing shall be placed in the utility storage areas or trash bins which could cause a fire hazard or be considered an environmental hazard.

M. Right of Access to Units: 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.

N. Trash: All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.

O. Roof: Unit owners (other than the Developer and/or agents of the Developer, or the Association and/or its agents), their lessees, their family members and guests are not permitted on the roof for any purpose whatsoever.

P. Solicitation: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

Q. Motor Vehicles: No vehicle belonging to a Unit owner, lessee, or to a member of the family or guest, tenant or employee of a Unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit owners. No

motor vehicle which cannot operate on its own power or does not have a current tag, shall remain within the guest parking areas or other common elements for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property.

Each parking space which is assigned to a particular Unit may be used only by the Unit owner or the lessee of such Unit, except when the Unit owner has given written permission for use (copy to Association) by another Unit owner, lessee or guest. No Unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in another space other than the space conveyed to the Unit owner of the particular Unit. All vehicles shall be parked within the painted lines and pulled up close to the bumper. Large commercial trucks and step-vans, excluding pick-up trucks or personal vans are prohibited to be parked in front of a particular Unit.

Trucks, campers, recreational vehicles, trailers and boats may not be parked on the Condominium Property without the prior approval of the Association.

Condominium Property and especially the common elements and limited common elements may be regulated by the Condominium Association. Copies of all regulation shall be furnished to all Unit owners.

R. Flags: Any Unit owner may display one portable, removable United States Flag in a respectful way, regardless of any declarations, rules, or requirements dealing with flags or decorations. Pursuant to section 718.113(4), Florida Statutes, Unit owners may also display on Armed Forces Day, Memorial Day, Flag Day, and Veterans Day, in a respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

S. Hurricane Shutters: Each board of administration shall adopt hurricane shutter specifications for each Building within each condominium operated by the association which shall include color, style, and other factors deemed relevant by the board. All specifications adopted by the board shall comply with the applicable Building code. Notwithstanding any provision to the contrary in the condominium documents, if approval is required by the documents, a board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board. The board may, subject to the provisions of s.718.3026, and the approval of a majority of voting interests of the condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, Units, or association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable Building code has been installed, the board may not install hurricane shutters. The board may operate shutters installed pursuant to this subsection without permission of the Unit owners only where such operation is necessary to preserve and protect the condominium property and association property. The installation, replacement, operation, repair, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements or association property within the meaning of this section.

T. Miscellaneous Provisions: No Unit owner shall permit nor suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium Property.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any Condominium Unit or any part thereof.

ARTICLE XII

CONVEYANCES

In order to assure a community of congenial residents and occupants and to protect the value of the residences and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of residences shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions and restrictions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

B. A Unit owner, other than an Institutional Mortgagee who has received title to the Unit through foreclosure or deed in lieu of foreclosure, intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the residence owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, lease or conveyance of a Condominium Unit shall be valid without the prior written approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyances. No lease shall be approved or permitted for a term of less than six (6) months. Any lease must be in writing. No right of first refusal shall exist in favor of the Condominium Association.

D. Failure of the Association to act in fifteen (15) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XII shall apply to original and all successive sales, leases, transfer and assignments.

F. No residence shall be leased, nor shall approval be given for the same, until and unless all assessments past and due are paid or their payment provided for the satisfaction of the Association and unless the proposed purchaser or lessee can qualify as to the use restrictions.

G. If a Residence owner shall lease his residence, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a Condominium Residence shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association and the provisions of the Condominium Act.

I. Should any Condominium Residence at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee") upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said residence, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above, provided however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of the

Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Condominium Residence of the share of the common elements and limited common or other appurtenances of said residence. Furthermore, a deed in lieu of foreclosure may be given to the Mortgagee or any designated affiliate or subsidiary of the Mortgagee without the grantor or grantee in the deed being required to comply with the requirements of Paragraphs B through F above. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever the provision of Paragraph C through F above shall again be fully effective with regard to subsequent sales or conveyances of said residence. Should any designated affiliate or subsidiary of an Institutional Mortgagee acquire title to any Condominium Residence or residences through foreclosure, by deed in lieu of foreclosure, or by conveyance from the Mortgagee, then such designated affiliate or subsidiary shall not be required to comply with the provisions of Paragraphs C through F above with respect to the sale or lease of those residences in the ordinary course of business. The Mortgagee in conveying the property to such designated affiliate or subsidiary need not comply with the provisions of Paragraphs B through F above. A Mortgagee shall nevertheless advise the Condominium Association of the name and business address of the designated affiliate or subsidiary so acquiring title, which advise shall be deemed the "designation" in the case of the affiliate, but the failure of the Mortgagee to give such notice to the Association shall in no way impair title to any Condominium Residence acquired by such designated affiliate or subsidiary, or conveyed by such designated affiliate or subsidiary of the Mortgagee.

J. No amendment of this Article XII shall be effective to impair the validity or priority of any existing mortgage, or impair or reduce the rights and privileges of the mortgagee holding any existing mortgage, without the consent of such mortgagee. For purposes of this Paragraph, an "existing mortgage" is one which has been recorded among the Public Records prior to the recording of an amendment, whether or not advances to be secured by said mortgage have been made at the time of the recording of the amendment. Furthermore, an "existing mortgage" shall remain an existing mortgage for the purpose of this paragraph even though amended and modified in any manner permitted by law, except amendments which increase the debt secured to an amount greater than that permitted under the terms of the existing mortgage as recorded prior to the amendment to this Article XII.

ARTICLE XIII

RIGHTS OF HEIRS AND DEVISEES OF DECEASED RESIDENCE OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the residence owner, the provisions of Article XII of this declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have fifteen (15) days thereafter to advise said person or person in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advise within the said fifteen (15) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefore, established by the Association, which value shall be conclusive upon all person for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to affect the transfer of title, possession and occupancy of the parcel to such purchaser, which, purchaser may be the Association

C. Nothing in this Article XIII shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit owner at, or after, the time of his death.

ARTICLE XIV

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect maintenance, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance, including flood insurance, on the Condominium real property and personal property, premiums for public liability insurance, fidelity and surety bond, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements to individual Units deemed necessary to protect the common elements and if properly chargeable to the individual condominium parcel concerned may nevertheless thereafter be charged to such individual parcel owner concerned), charges for utility and water used in common for the Condominium Association, cleaning and landscaping services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about them, enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e. reserve for replacements, operating reserve to cover deficiencies in collections). The expense of installation, replacement, operation, repair, and maintenance of hurricane shutters by the board pursuant to s.718.113(5) shall constitute a common expense as defined herein and shall be collected as provided in this section.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit owners to meet this estimate. Assessments for common expenses shall be borne by residence owners in the portions or shares set forth in Article VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board.

D. Should the Association through its Board of Directors at any time determine that the assessments made are insufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the residence owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from the due date at the maximum lawful rate.

F. In the event that assessments levied against any residence owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments may be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation

of the delinquent residence owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

G. Pursuant to Florida Statute 718.116 (9)(a)(2), during the period from the date of recording of this Declaration until the earlier of (i) two (2) years thereafter or (ii) the date upon which control of the Association is transferred to Unit Owners other than the Developer (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is offering for sale, provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than the Developer Units shall not increase during such period over the following amounts: Unit D = \$118.75. Also, provided further that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by regular Assessments at the guaranteed level. Further provided, that no funds other than regular periodic assessments for common expenses shall be used for payment of common expenses prior to the guarantee expiration period.

ARTICLE XV

LIEN OF THE ASSOCIATION

The Association shall have a lien on each Condominium parcel for any unpaid assessment and interest thereon and against the parcel owner of each Condominium parcel as provided in The Condominium Act on the last to occur on the date of the recording of this Declaration. In the event such lien is asserted or claimed, the delinquent Unit owner agrees to pay cost and reasonable attorney fees paid by the Association for the enforcement of such lien and said lien shall also secure the payment of such costs and attorney fees. Said enforcement shall include foreclosure as provided by law. Said lien shall be effective from and after its recording in accordance with the provision of The Condominium Act as constituted on the date of the recording of this Declaration, and shall otherwise be enforceable as provided in The Condominium Act as constituted on the date of recording of this Declaration. With respect to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located.

ARTICLE XVI

MAINTENANCE AND REPAIRS

A. The owner of each Condominium Residence at his own expense shall see to and be responsible for the maintenance of his residence, limited common elements, if entitled to use the limited common elements, and all equipment and fixtures therein, including but not limited to the patios, porches, grassy areas and parking area which is part of his Unit or a limited common elements of his Unit, including air-conditioning equipment (including compressors for his equipment located within a residence) and plumbing fixtures, and must promptly correct any condition which would, if left uncorrected, cause any damage to another residence, and shall be responsible for any damage caused by his willful, careless or negligent failure to act. Furthermore, the owner of each residence shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the residence and its patios and porches. Such owner shall at his own expense maintain and replace, when necessary, all screening within his residence and within the perimeter walls of his residence, and its attached patios and porches whether part of the Unit or a limited common element, as well as, all window glass and plate glass in windows and plate glass in the perimeter walls of the residence and its attached limited common elements, if any. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various residence owners with respect to their limited common elements and may reasonably regulate and control and make

rules relating to the appearance, painting and decorating and utilization of limited common elements and all elements of the Units visible from the exterior of the Units. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the condominium, including the replacement and/or repair of screening, whether or not falling within a Unit or limited common element, as part of any overall program of maintenance and repair. Residence owner will be individually responsible for the maintenance of the electrical system and electrical distributions systems within their own residences from and including the fuse box applicable and servicing the residence inward; that is to say in respect of all distributor lines servicing only the residence and outlets within the residence. It shall be the responsibility of the Condominium Association to maintain and repair the electrical system and distribution lines up to the individual residence fuse boxes (circuit breaker boxes).

B. The Condominium Association shall have the responsibility for the landscaping maintenance of the common elements, to wit, the maintenance of living plants, grass, trees and the like. All of the foregoing notwithstanding, the Unit owner is responsible for cleanliness and daily upkeep of all areas constituting his Unit and the limited common elements appurtenant thereto, including but not limited to any porches and landing appurtenant to his Unit, whether or not appurtenant to other (but not all) Units, and shall likewise be responsible for the repair and the cost of repair and replacement to damaged or abused portions of the Condominium Property maintained by the Condominium Association caused intentionally or by negligence or abuse thereof by Unit owner.

C. Except as provided in Paragraph A above and elsewhere in this Declaration, the Condominium Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Condominium Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate the same as elsewhere provided for in this Declaration or in the By-Laws of the Condominium Association.

D. Those areas reserved for the use of certain Unit owners or a certain Unit owner, to the exclusion of other Unit owners, are designated as "limited common elements (parking spaces, terraces, balconies, patios and adjacent backyards)" and are shown and located on the Surveys annexed hereto as Exhibit "I". Any expense for the maintenance, repair or replacement caused by the negligence or misuse by a Unit owner, his family, guests, servants and invitees, shall be the responsibility of the Unit owner, and the Association shall have the right to levy a fine against the owner of said Unit, which fine shall have the same force and effect as all other fines as prescribed in paragraph 19 of the Rules and Regulations attached to the By-Laws. Where the limited common elements consist of a terrace, balcony patio or adjacent backyard, the Unit owners who had the right to the exclusive use of said terrace, balcony patio or adjacent backyard, shall be responsible for the maintenance, care and preservation of the paint and surface of the interior walls and windows or screening thereon, where applicable, including floor and ceiling, within said exterior terrace, balcony, or patio, and the fixed and/or sliding glass doors in the entrance ways to said terrace, balcony, or patio, and the wiring, electrical outlet and fixtures thereon, if any, and the replacement of light bulbs, if any and maintenance of the lawn. Where there is a terrace, balcony or patio adjacent to each Condominium Unit within this Condominium and said terrace, balcony or patio adjoining and adjacent to each Unit is a limited common element of said Unit and for said Unit's exclusive use.

ARTICLE XVII

ALTERATION OF RESIDENCES

A. No owner of a Condominium Residence shall make or cause to be made any structural modifications or alterations of his residence, or in the water works, electrical, plumbing or air conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the Building. If the modification or alteration desired by a residence owner involves the removal of

any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No residence owner shall cause any improvements or changes to be made to the exterior of the Building, including but not limited to painting, installation of electric wires, TV antennae, satellites, or air-conditioning Units which may protrude through the walls or roof of the Building, install hanging plants or lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the Building or any portion of the Building not totally within the residence, without the consent of the Association where its consent is required by its Declaration of Covenants and Restrictions. No residence owner nor any other person shall install upon the roof or exterior of the Building upon the Condominium Property, or upon the elements or limited common elements of the condominium, any TV antennae, radio antennae, satellites, electric, electronic or electromechanical device, decorative item or affixed furnishing without the prior written consent of the Condominium Association.

B. Any alteration in Units owned by the Developer or a successor Developer, as hereinafter, defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designed or nominee specifically granted such authority. Provisions of this Paragraph B may not be amended without the approval in writing of the Developer or the specific designed or nominee of the Developer.

Unless stated elsewhere herein, no amendment may change the configuration or size of any Condominium Unit in any material fashion or materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit owner shares the common expenses and owns the common surplus unless all record owner of the Unit and record owners of liens join in the execution of the amendment and unless at least a majority of the record owners of all other Units approve the amendment(s).

ARTICLE XVIII

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Condominium Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

A. A special meeting of all of the residence owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fifteen (15) days nor more than thirty (30) days notice.

B. A vote of sixty-seven percent (67%) of the total number of voting interest of all members in the Condominium Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

C. Unless otherwise provided in the declaration as originally recorded, no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenance to the Unit, or change the proportion or percentage by which the owner of the parcel shares the common expense and owns the common surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless at least a majority of all the record owners of all other Units approve the amendment. The acquisition of property by the Association, and material alterations or substantial additions to such property or the common elements by the Association in accordance with S.718.111(7) or S.718.113 shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units. A declaration recorded after April 1, 1992, may not require less than a majority of total voting interests for amendments under this subsection, unless required by an governmental entity.

Notwithstanding any provision to the contrary contained in this section, any declaration recorded after April 1, 1992, may not require the consent or joinder of some or all mortgagees of Units to or in amendments to the declaration, unless the requirement is limited to amendments materially affecting the rights or interest of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and unless the requirement provides that such consent may not be unreasonably withheld. It shall be presumed that, except as to those matter described in subsections (4) and (8), amendments to the declaration do not materially affect the rights or interest of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of county where the declaration is recorded.

D. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each residence owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his residence, as such shares are set forth in Exhibit "B" to this Declaration.

E. The foregoing notwithstanding, in accordance with Florida Statutes Section 718.301(3), so long as the Developer holds any Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) assessment of the Developer as a Unit owner for capital improvements; (2) any action by the Association, that would be detrimental to the sale of Units by the Developer. Accordingly, no such improvements, alterations or additions may be made within the Condominium or upon the Condominium Property without approval in writing by the Developer so long as the Developer holds any Units for sale in the ordinary course of business, nor shall any such improvement, alteration or addition be made thereafter without the consent of the Condominium Association.

ARTICLE XIX

INSURANCE

A. **LIABILITY INSURANCE.** The Association shall use its best efforts to obtain and maintain adequate liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the directors and officers, the Association's employees or insurance for the common elements and limited common elements of the Condominium which shall also include hazard, flood, and windstorm. The liability insurance required in this Article shall be in minimum coverage amounts of not less than \$1,000,000.00 per person per incident, \$1,000,00.00 in the aggregate to all person per incident and \$100,000.00 property damage. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance against each Unit owner in the same proportions as are allocated percentages of common expenses. Each individual shall provide insurance for accidents occurring in his own residence. In accordance with the provision of the Condominium Act, the liability of a residence owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a residence shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that, and only if, the law mandates such personal liability.

A residence owner shall be liable for injuries or damages resulting from an accident in his own residence to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to the Condominium Association a program of insurance which will insure not only the Association's liability and the liability of residence owners with respect to the common elements and limited common elements, but also the liability of individual residence owner with respect to the interior of their residence, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the residence owner against all liabilities for damage to persons and property, whether occurring within or without a residence, and the premium therefor shall be a common expense, provided such acquisition does not violate the law. If it shall appear that Condominium

Residence owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all residence owners, then the Association may require the individual residence owner selecting the excess coverage to pay the reasonable premium for such additional or excess coverage, and the Association with respect thereto shall be a collecting and remitting agent.

B. FIDELITY BOND. The Association shall obtain and maintain adequate fidelity bonding of all person(s) who control or disburse funds of the Association. As used in Florida Statutes, 718.111(11)(d), the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary, and treasurer of the Association. The amount of the fidelity bond shall be for a minimum amount of \$50,000 for each such person, but in no event less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding.

ARTICLE XX

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the common elements, and the condominium property required to be insured by the Association pursuant to paragraph (b). The Association may also obtain and maintain liability insurance for directors and officers, insurance for employees, and flood insurance for common elements, Association property, and Units. An Association or group of Associations may self insure against claims against the Association, upon compliance with Florida Statute ss. 624.460-624.488. A copy of each policy of insurance in effect shall be made available for inspection by Unit owners at reasonable times.

Every hazard policy which is issued to protect a condominium Building shall provide that the word "Building" wherever used in the policy include, but not necessarily be limited to, fixtures, installations or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, unless prior to October 1, 1986, the Association is required by the Declaration to provide coverage therefore, the word "Building" does not include Unit floor coverings, wall coverings, or ceiling coverings, and, as to contracts entered into after July 1, 1992, does not include the following equipment if it is located within a Unit and the Unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built in cabinet. With respect to the coverage provided for by this paragraph, the Unit owners shall be considered additional insured under the policy.

Every insurance policy issued to an individual Unit owner shall provide that the coverage by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

B. Purchase of Insurance. The Board of Directors of the Association shall keep the Association property and the Condominium Property insured. The property shall include all the Building and other improvements erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all residences contained therein. The insurance shall insure the interest of the Association and all residence owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to Buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy

with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available. The foregoing provisions of this Paragraph A notwithstanding, the amount of overages shall not be less than, nor the amount of deductibles more than, the amounts established thereof by the single owner and holder of the largest number of institutional first mortgages encumbering residences in this Condominium. All insurance required under this Paragraph A shall be written with carriers acceptable to the single owner and holder of the largest number of institutional first mortgages encumbering residences in this Condominium.

C. Insured and Loss Payable. All casualty insurance policies purchased by the Condominium Association hereunder shall be for the benefit of the Association and all Unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Condominium Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee granted trust powers under business in Miami-Dade County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the Units in the Condominium (the term "majority" meaning the owners and holders of a majority in number of first mortgages encumbering the Units in this Condominium). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The insurance Trustee shall be responsible only for monies which come into possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust, which shall not be inconsistent with any of the provisions herein set forth.

D. Payment of Premiums, Trustee's Expenses, Collection. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as part of the common expenses for which assessments are levied. Each Unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments for common expenses.

E. Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, the Condominium Association and the Unit owners shall repair, replace and rebuild the damage caused by casualty loss, the cost of which shall be borne by the Unit owners in proportion to the shares of the common expenses as set forth in Exhibit "II" to this Declaration.

F. Determination of Damage and Use of Proceeds. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all residence owners for the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Exhibit "II" to this Declaration

If there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property, then unless the Unit owners elect not to rebuild and repair as provided in Paragraph G below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit owners and their mortgagees as their interest may appear. The proceeds of

insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be that of the Condominium Association.

G. Total Destruction. As used in this Declaration and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3rds) or more of all residences are or have been rendered untenable by casualty loss or damage; and/or,

2. If two-thirds (2/3rds) or more of all the residences are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate distinct Building within the Condominium, that three-fourths (3/4ths) or more of the residences in such distinct and separate Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall be reconstructed unless owners of two-thirds (2/3rds) of all the voting interest shall agree not to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be less than that degree described in subparagraph 1 above, but with respect to one or more Buildings be at least that degree with respect to each of such Buildings described in subparagraph 2 above, then each Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed unless three-fourths (3/4th) of the voting interest in such Building so damaged or destroyed shall agree not to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Upon the happening of such events as aforesaid, should the Unit owners elect not to reconstruct as aforesaid, the Insurance Trustee is authorized to pay over proceeds of the said insurance to the residence owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph I below, and the Condominium Property shall to the extent provided of the Condominium Act, as amended, in accordance with the provisions of Paragraph I below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed, by two officers of the Association stating that the said ninety (90) day period has elapsed and the Association has received the necessary writings from two-thirds (2/3rds) of the voting interest or, in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has received the necessary writings from three-fourths (3/4ths) of the voting interest residing in the separate and distinct Building which has experienced the degree of damage mentioned in subparagraph 2 above.

H. Rights of Mortgagees. If any first mortgagee of any Condominium Unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinabove defined in Paragraph D) may designate the bank, savings and loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due. Any mortgagee of any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such process if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the residence owner as their interest may appear. The

owner and holder of any first mortgage on a residence shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the residence or residences encumbered by its mortgage or mortgages, and such repairs, reconstruction or replacement shall be or undertaken without such approval, which approval shall not be unreasonably withheld.

I. Association as Agent. The Condominium Association is hereby irrevocably appointed agent for each Unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute release thereof.

J. Repair and Reconstruction. The provisions of Paragraph D, E and F to the contrary notwithstanding each separate and distinct Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction of one such Building shall be first used for the reconstruction and repair of that Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the Condominium Residence owners in all Buildings shall be assessed in proportion to their interest in the common elements for any deficiency or insufficiency in the funds necessary for such reconstruction or repair as contemplated by Paragraph D above. In the event that proceeds from the charge or insurance proceeds collected as stated in Paragraph "D" creates a "Common Surplus", said common surplus shall be owned by the Unit owners in the same proportionate fractions as their interest in the common elements.

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion if any of the deficiency is related to common elements including limited common elements not exclusively within the particular Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the residence owners in proportion to their fractional share of the common elements.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and distinct Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the residence owners and their mortgagees as their interest may appear in proportion to the share of common elements attributable to each of said residences, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the residence owners and their mortgagees as their interests may appear in proportion to those residence owners' shares of the relative common elements calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that severe damage occurs to a separate and distinct Building to the degree of damage or destruction described in Paragraph G-2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph G-1 above, the Unit owners shall have elected not to accept the options of Paragraph G above, then the Condominium Regime may elect termination with respect to that Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Building, as follows:

The total of the common elements attributable to residences in the Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the Condominium Residences in the said destroyed or damaged Building. The Condominium Association shall, within thirty (30) days of the request by any residence owner, whether or not the residence owned is in a portion of the destroyed or damaged Building, or by such residence owner's mortgagee, providing only that the time for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime shall be terminated in accordance with Article XXVI. If the Condominium shall not elect to terminate in accordance with Article XXVI, then the Condominium Association shall purchase the Condominium Residences in the destroyed or damaged Building from the residence owners thereof for the total purchase price therefor hereinabove mentioned, each such residence owner receiving that portion of the said total purchase price as is proportionate to his residence's share of the relative common elements per Buildings, that portion being the purchase price for his residence. The purchase price for each such residence shall be paid to each of said residence owners and his mortgagee as their interest may appear follows. Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Building so damaged or destroyed, shall be set aside and the balance paid over to the Condominium Residence owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that residence. The balance of the purchase price for each residence shall be paid over to said residence owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b. The Condominium Association, upon the acquisition of the title to the residence and interests of the residence owners in the damaged or destroyed Building, shall have the option of either:

i. Terminating the Condominium Regime with respect to the destroyed or damaged Building and making the site thereof a common element of the Condominium; or,

ii. Re-building and reconstructing the destroyed or damaged Building in a manner approved by two-thirds (2/3rds) of the voting interests, not including for this purpose the Condominium Association with respect to the residences owned by it, which interests shall not be voted.

K. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of the Condominium under this provision by removing from the Condominium property the destroyed and/or damaged Building as an improvement any by redistributing the shares in the common elements previously owned by the residence owners in the destroyed or damaged Building among the remaining residence owners in the proportions that their shares of the common elements as set forth in Exhibit "II" hereof bear to one another; such that upon completion of such redistribution one-hundred percent (100%) of the common elements will have been distributed among the remaining Condominium Residence owners and the Condominium Residences not contained in the damaged or destroyed Building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the residences in the damaged or destroyed Building among the remaining residences in the proportion that their shares of the common expenses and common surplus as set forth in Exhibit "II" to this Declaration of Condominium bear to one another, such that upon completion of such redistribution one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining Condominium Residences not contained in the damaged or destroyed Building.

ARTICLE XXI

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of Condominium Units and the names of the mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the Condominium Unit encumbered by the mortgage owned by that mortgagee.

B. A Unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the Unit owner. Additionally, a Unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. The liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

The liability of a first mortgage or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1). The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

(2). One percent of the original mortgage debt, whichever is less. The provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

The person acquiring title shall pay the amount owed by 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.

C. The term "Institutional Mortgagee", as used in this Declaration shall mean the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a union pension fund authorized to do business in the State of Florida, a bank, a savings and loan Association, an insurance company, or an agency of the United States Government or the State of Florida, or the holder of any mortgage insured by any agency of the United States Government such as the Federal Housing Authority or the Veterans' Administration, or any other person, whether real or corporate, substantially in the business of lending money regularly and actively upon the security of mortgages upon real property in the State of Florida. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed a first mortgage an institutional first mortgage and the hold thereof shall be deemed a first mortgagee and an Institutional Mortgagee.

D. The Association shall give written notice to all Institutional Mortgagees its insurer or guarantor of any of the following matters:

1. Any condemnation proceeding involving common elements, limited common elements, or any portion of them, whether or not the condemnation proceeding shall also include the condemnation of one or more Units.

2. Any casualty damage or loss to the Condominium Property in which the amount involved is estimated to exceed \$10,000.00, notice shall not be required to be given to all Institutional Mortgagees in cases where the casualty loss is restricted to one or more Units; in such cases, the Institutional Mortgagees holding mortgages on those Units shall be entitled to the notice of such casualty loss respecting those Units.

3. Any action taken by a governmental authority pertaining to a violation of laws, rules or regulations applicable to the safe use of the Condominium Property and the improvements thereon, arising out of any alleged failure of structural integrity of any of the improvements or any actual or alleged substantial fire hazard or other safety hazards. For the purpose of this subparagraph, notices shall not be required to be given to mortgagees in cases in which the Association is granted a period of time in which to correct the violation and the notice of violation does not prohibit use or occupancy of the Condominium Property or any part of it. Should a notice of violation deal solely with matters contained within one or more Units, but not with the common elements or limited common elements nor any part of them, then the Institutional Mortgagees holding mortgages on those Units are the only ones whom notice is required to be given.

4. Any 60 day delinquency in the payment of assessments or charges owed by the owner.

5. The lapse or cancellation, or material modification of any insurance policy maintained by the owner's association.

6. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The failure of the Association to give the notice herein required shall not impair the validity of any otherwise lawful and proper actions taken by the Association. Neither the giving of the notice, nor the appearance at any meeting of Units owners or of the Board of Directors of the Condominium Association, nor the participation by any mortgagee in any planning, negotiation or consultation, shall constitute the acquiescence, consent or agreement by that mortgagee or those mortgagees to the acts taken by the Association or by the membership of the Condominium Association. When required, such consents and approvals will only be deemed given when given in the manner required by other provisions of this Declaration, the By-Laws, or the requirements of law, whichever shall be the strictest requirement permitted in the case.

ARTICLE XXII

SEVERABILITY OF PROVISIONS

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or of the By-Laws of the Condominium Association or of any provisions of the Condominium Act shall in no way affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

ARTICLE XXIII

TERMINATION

The provisions for termination contained in Paragraph F of the Article XXI of this Declaration are in addition to the provisions for voluntary termination provided by the Condominium Act as amended. In addition the Condominium may voluntarily be terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by nine-tenths (9/10) of the total voting interests of the Condominium Association and by all holder of first mortgages encumbering Units in the Condominium.

ARTICLE XXIV

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the Condominium Residences and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the Building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the Building or such improvements upon the Condominium Property. Such encroachments shall be permitted to remain undisturbed and such easements shall exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

ARTICLE XXV

ALTERNATIVE DISPUTE RESOLUTION; VOLUNTARY
MEDIATION; MANDATORY NON-BINDING ARBITRATION;
LEGISLATIVE FINDINGS

Any Unit owner with a dispute, meaning any disagreement between two or more parties that involves the following:

- (a) The authority of the board of directors, under any law or Association document to:
 - 1. Require any owner to take any action, or not to take any action, involving that Unit owner's Unit or appurtenances thereto.
 - 2. Alter or add to a common element.

- (b) The failure of a governing body, when required by law or an Association document, to:
 - 1. Properly conduct elections.
 - 2. Give adequate notice of meetings or other actions.
 - 3. Properly conduct meetings.
 - 4. Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves title to any Unit or common element; the interpretation or enforcement of any warranty; or the levy of a fee assessment, or the collection of any assessment levied against a party.

- (c) Mandatory Non-binding Arbitration of Disputes:

1. Prior to the institution of court litigation, the parties to a dispute shall petition the division for non-binding arbitration. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

2. At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

3. The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded the costs of the arbitration, reasonable attorney's fees, or both in an amount determined in the discretion of the arbitrator.

4. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses, for expert or other testimony or evidence incurred after the arbitration hearing if the judgement upon the trial de novo is not more favorable than the arbitration decision. If the judgement is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

5. Any party to an arbitration proceedings may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

IN WITNESS WHEREOF, the Developer has caused his Declaration of Condominium to be executed this 23rd day of October, 2003.

Signed, Sealed and Delivered In
The Presence of:

ALJEN 40, LLC.
A Florida Limited Liability Company

[Signature]
Printed Name: Lucela Sampedro

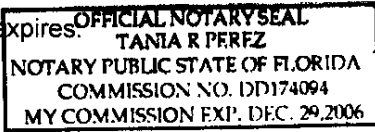
By: [Signature]
Shahin Etessam, Manager

[Signature]
Printed Name: MARIA OLGA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me this 23rd day of October, 2003, by Shahin Etessam, Manager of Aljen 40, LLC., a Florida limited liability company, who is personally known to me or who has produced his driver's license as identification and who did (did not) take an oath.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name:
Commission No:
My commission expires:



CONSENT OF MORTGAGEE TO RECORDING
OF DECLARATION OF CONDOMINIUM

Union Planters Bank, N.A. ("Mortgagee") the owner and holder of that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement from Cayon Development Group, LLC, a Florida limited liability company, in favor of Mortgagee dated May 30, 2002, and recorded June 5, 2002, in Official Records Book 20439, at Page 4935, as modified by that certain Future Advance Receipt and Modification and Consolidation Agreement dated November 13, 2002 and recorded in Official Records Book 20809, at Page 3964, of the Public Records of Miami-Dade County, Florida (as modified, the "Mortgage") which Mortgage was further modified by that certain Mortgage Assumption, Future Advance Receipt and Modification, Extension and Consolidation Agreement recorded July 2, 2003, in Official Records Book 21390, at Page 1832, of the Public Records of Miami-Dade County, Florida whereby Aljen 40, LLC, a Florida limited liability company, assumed the obligations under the Mortgage

WHEREAS, the Mortgage encumbers real property described in Exhibit "I", of the Declaration of Condominium of Villas Canarias II, a condominium; and

WHEREAS, the Mortgagor-Developer of the condominium requested the Mortgagee to consent to the recording of the foregoing Declaration of Condominium; and

NOW, THEREFORE, the Mortgagee consents to the recordation of the Declaration of Condominium for Villas Canarias II, a condominium.

The Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration of Condominium, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or as well as any participation in the Condominium, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration of Condominium or the prospectus, (if any) or other documents, issued by the Developer in connection with the promotion of the condominium. None of the representations contained in the prospectus, (if any) or other documents, shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligation on the Mortgagee to any person relying thereon. This Consent is limited to the purposes and requirements of Section 718.104 (3), Florida Statutes (1981), and does not affect the rights and remedies of the Mortgagee as set forth in the Mortgage, and as set forth in the Declaration.

EXECUTED at Miami, Miami-Dade County, Florida this 3rd day of November, 2003.

WITNESSES:

[Signature]
Jesus R. Garcia
[Signature]
YOMAR LEONOR

MORTGAGEE

Union Planters Bank N.A.

By: [Signature]
Print Name: JESUS DIAZ
Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

3rd November

The foregoing was acknowledged before me this 3rd day of October, 2003 by JESUS E. DIAZ, as SENIOR VICE PRESIDENT of Union Planters Bank, National Association who is personally known to me or has produced a as identification.

[Signature]
Notary Public

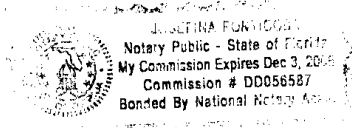


EXHIBIT "I"
TO
DECLARATION OF CONDOMINIUM
VILLAS CANARIAS II, A CONDOMINIUM
(Plot Plan, Survey, Floor Plans; Graphic Description and Legal Description(s))

GRAPHIC SCALE (IN FEET)



VILLAS CANARIAS II, A CONDOMINIUM

OVERALL SITE PLAN

PORTION OF TRACT A (PB 158, PG. 87)

N89°31'29"E 467.79'

W. 36th AVE.

WEST LINE TRACT "A"

N02°34'33"W 105.83'

POB
F.I.P. 1/2"
(#LB 3192)

F.I.P. 1/2"
(#LB 3192)

2 STORY C.B.S.
BUILDING N° 19
L.F.E. #829

2 STORY C.B.S.
BUILDING N° 20
L.F.E. #830

2 STORY C.B.S.
BUILDING N° 21
L.F.E. #831

2 STORY C.B.S.
BUILDING N° 22
L.F.E. #842

2 STORY C.B.S.
BUILDING N° 23
L.F.E. #832

S89°35'18"W 301.12'

F.I.P. 1/2"
(#LB 3192)

N02°34'33"W 145.10'

S89°35'18"W 166.66'

S02°34'09"E 251.45'

PORTION OF TRACT A (PB 158, PG. 87)



W. 76th ST.

76th

ST.

SOUTH LINE NW 1/4 OF SEC. 28-52-40

ASPHALT PAVEMENT

LEGEND:

LIMITED COMMON ELEMENT

2 STORY C.B.S. BUILDING NUMBER

PARKING SPACE & NUMBER ASSIGNED



J. F. LOPEZ & ASSOCIATES, INC.

CONSULTING LAND SURVEYORS AND PLANNERS

CERTIFICATE N° LB.3192, STATE OF FLORIDA

7800 NW 155th ST. SUITE 104, MIAMI LAKES, FL. 33016

Ph: (305) 828-2725 Fax: (305) 828-3589
828-2913

BY:

JOSE F. LOPEZ, P.S.M.

Professional Surveyor & Mapper
N°3086, State of Florida.

EXHIBIT A
DATE: NOVEMBER 2003
PAGE 2 OF 12
CAD FILE: 030950

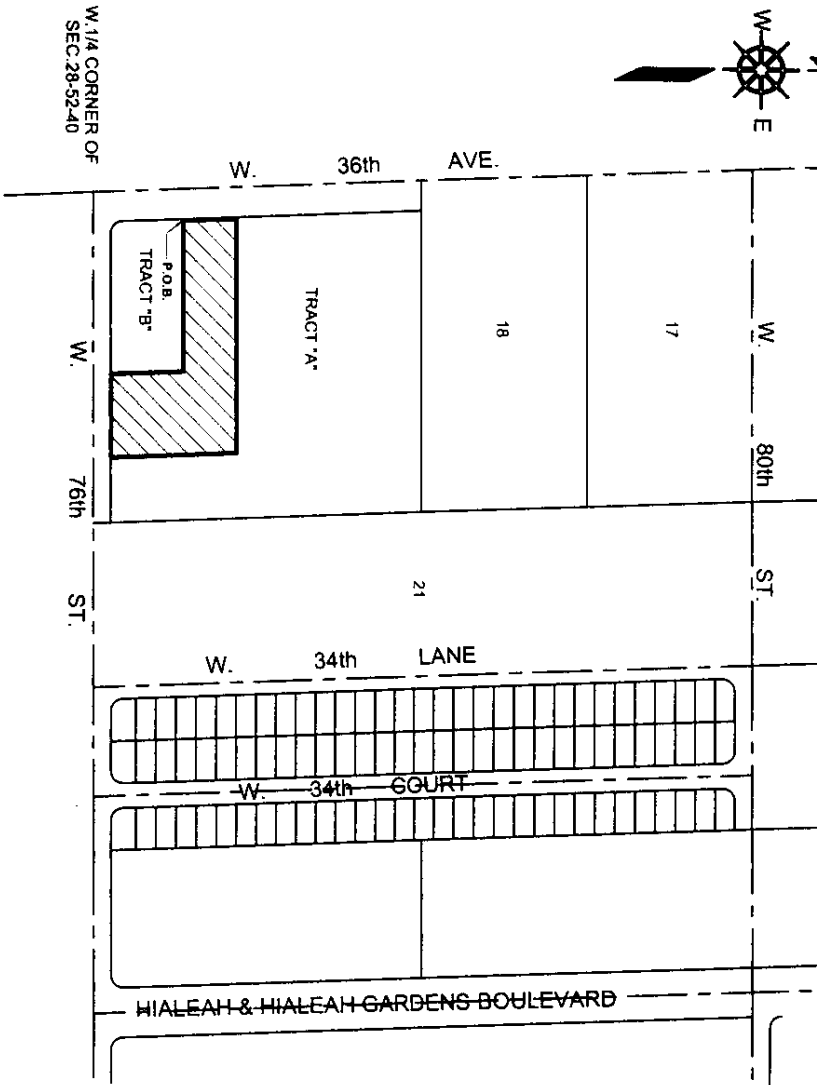
VILLAS CANARIAS II, A CONDOMINIUM

LOCATION MAP

NOT TO SCALE

SW 1/4, NW 1/4, SEC. 28, TWP. 52S, RGE. 40E
CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA

EXHIBIT A
DATE: SEPTEMBER 2003
PAGE 1 OF 12
CAD FILE: 030950



LEGAL DESCRIPTION

A portion of Tract A of "MARJ SUBDIVISION" according to the Plat thereof, as recorded in Plat Book 158, at Page 87, of the Public Records of Miami Dade County, Florida, more particularly described as follows:

BEGINNING at the SW corner of said Tract A; thence N02°34'33"W along the West line of said Tract A for 105.83 feet; thence N89°31'29"E for 467.79 feet; thence S02°34'09"E feet 251.45 feet to the South line of said Tract A; thence S89°35'18"W along the South line of said Tract A, same being the North right-of-way line of West 76th Street, for 166.66 feet; thence N02°34'33"W for 145.10 feet; thence S89°35'18"W for 301.12 feet to the **POINT OF BEGINNING**.
Lying and being in the City of Hialeah, Florida; and containing 1.69 acres.

J. F. LOPEZ & ASSOCIATES, INC.

CONSULTING LAND SURVEYORS AND PLANNERS

CERTIFICATE N° LB.3192, STATE OF FLORIDA

7900 NW 155th ST, SUITE 104, MIAMI LAKES, FL 33016

Ph: (305) 828-2725 Fax: (305) 828-3589

828-2913

BY: *Jose F. Lopez*
JOSE F. LOPEZ, P.S.M.
Professional Surveyor & Mapper
N°3086, State of Florida.





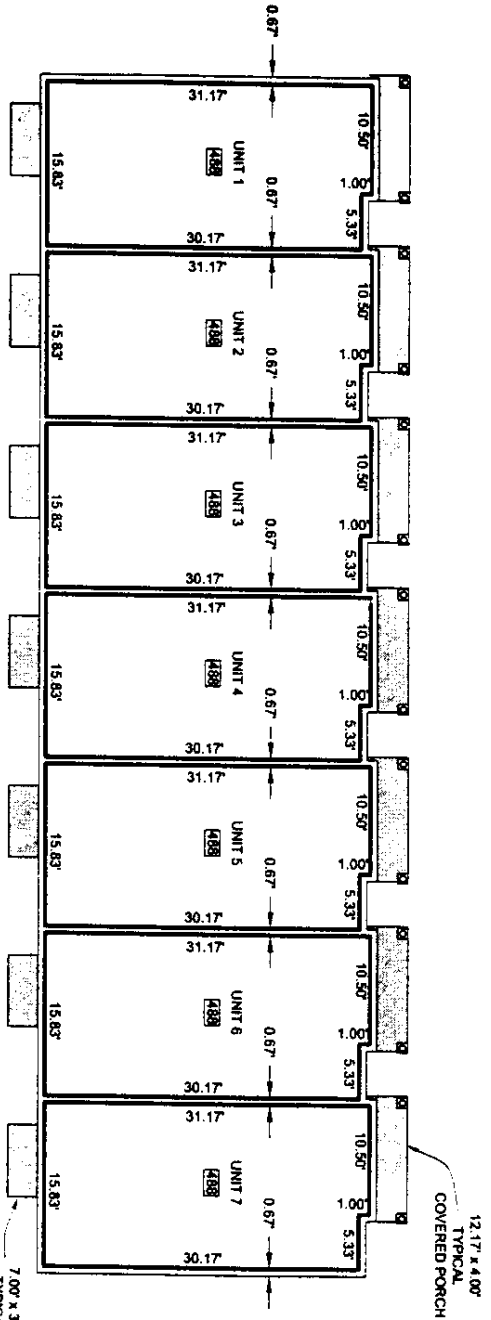
VILLAS CANARIAS II, A CONDOMINIUM

FLOOR PLAN (BUILDING # 7651)

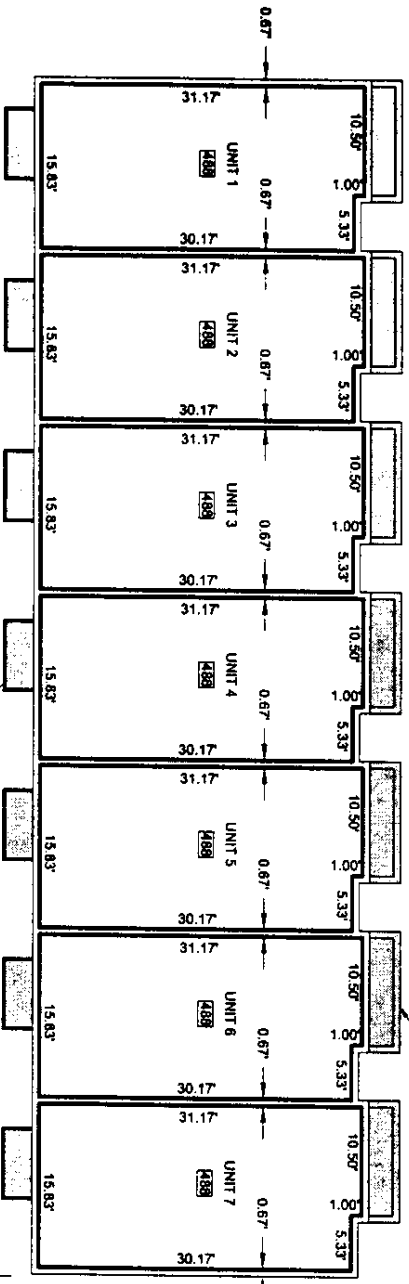
GRAPHIC SCALE (IN FEET)



EXHIBIT A
DATE: SEPTEMBER 2003
PAGE 3 OF 12
CAD FILE: 030950



FIRST FLOOR PLAN



SECOND FLOOR PLAN

LEGEND:

- COMMON ELEMENT (8" C.B.S. WALL)
- BOUNDARY OF CONDOMINIUM (UNIT)
- INDICATES AREA IN SF OF EACH FLOOR OF UNIT
- LIMITED COMMON ELEMENT



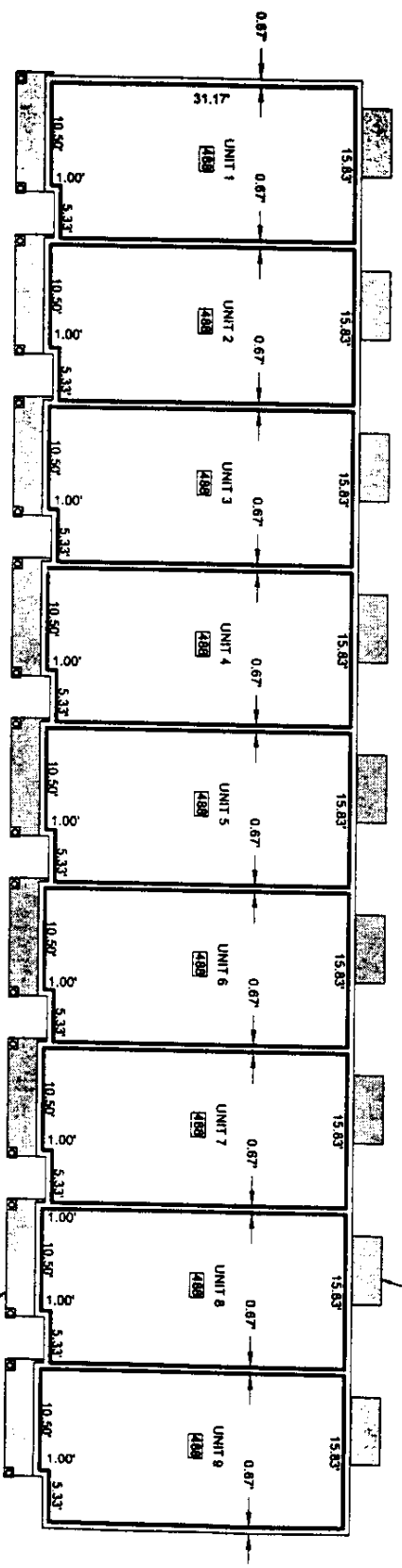
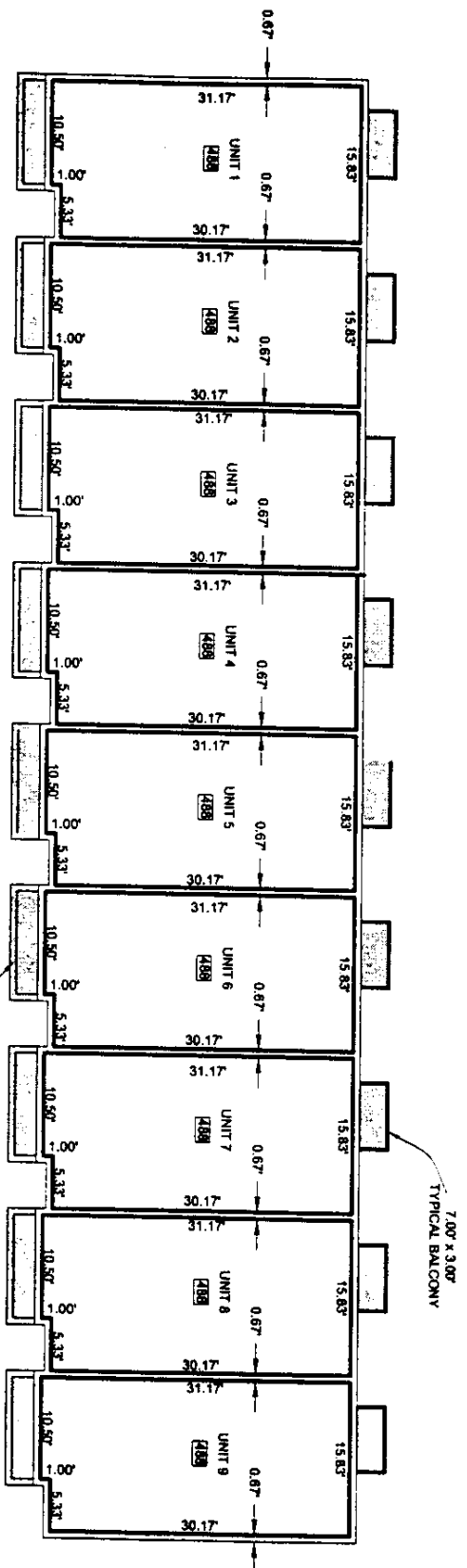
VILLAS CANARIAS II, A CONDOMINIUM

FLOOR PLAN (BUILDING # 7663)

GRAPHIC SCALE (IN FEET)



EXHIBIT A
DATE: SEPTEMBER 2003
PAGE 4 OF 12
CAD FILE: 030950



COMMON ELEMENT (8" C.B.S. WALL)
BOUNDARY OF CONDOMINIUM UNIT

LEGEND:

INDICATES AREA IN SF OF EACH FLOOR OF UNIT
LIMITED COMMON ELEMENT

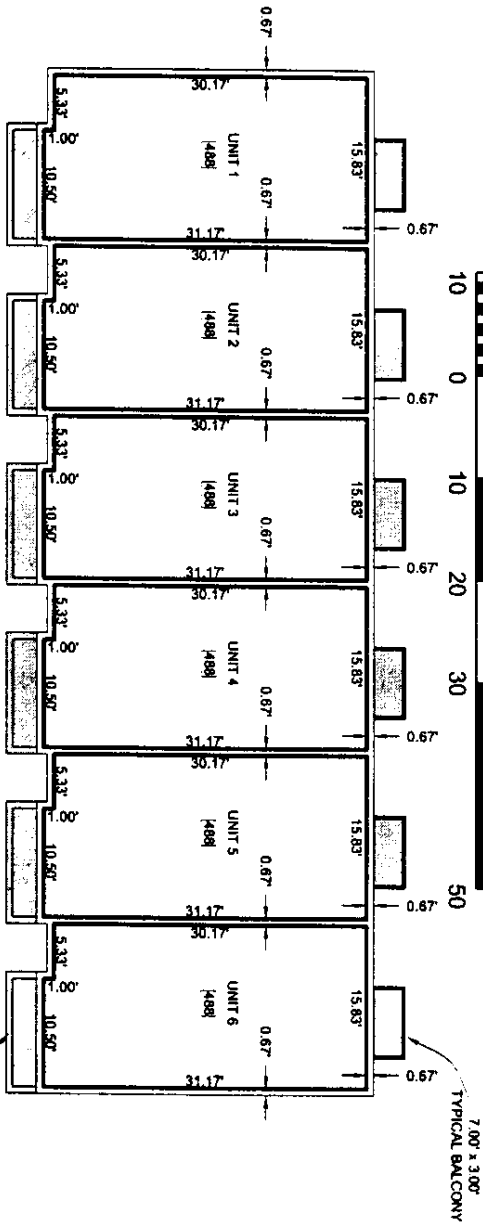
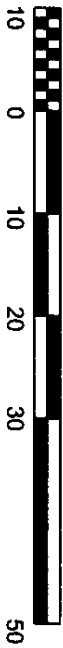
12.17' x 4.00' TYPICAL COVERED PORCH

VILLAS CANARIAS II, A CONDOMINIUM

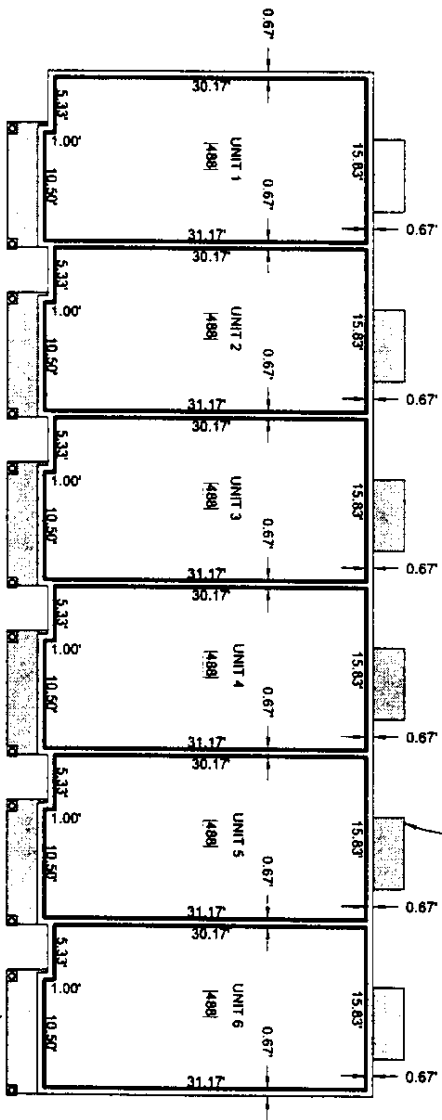
FLOOR PLAN

(BUILDING # 7675)

GRAPHIC SCALE (IN FEET)



SECOND FLOOR PLAN



FIRST FLOOR PLAN

LEGEND:

- COMMON ELEMENT (8' C.B.S. WALL)
- BOUNDARY OF CONDOMINIUM UNIT
- INDICATES AREA IN SF OF EACH FLOOR OF UNIT
- LIMITED COMMON ELEMENT

EXHIBIT A
DATE: SEPTEMBER 2003
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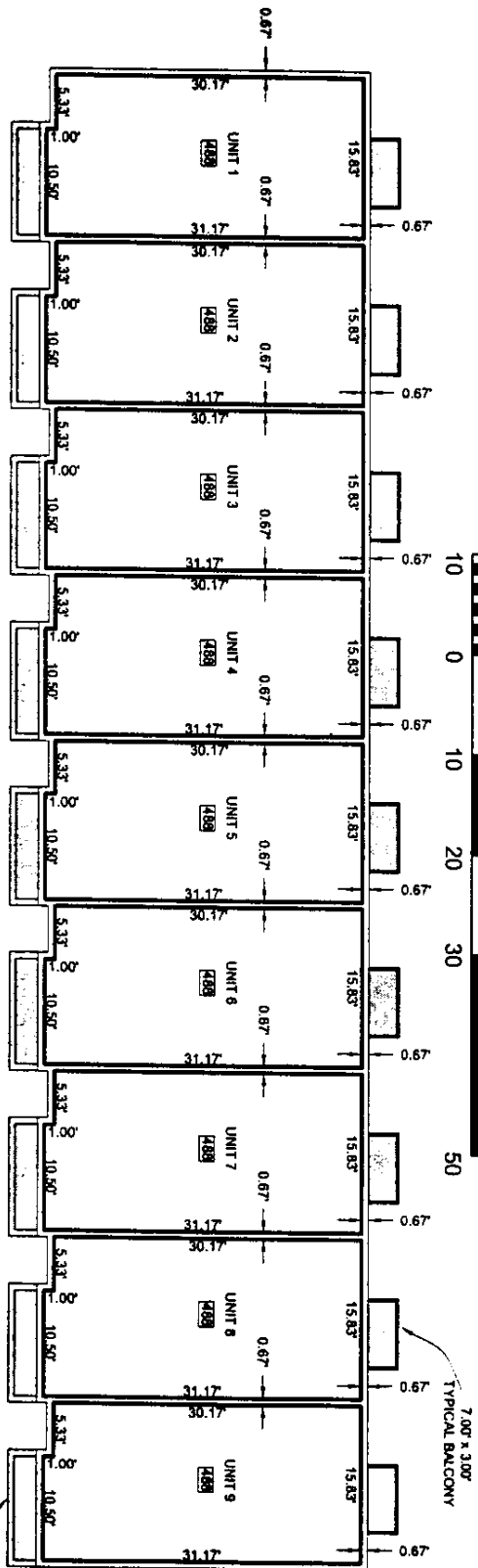
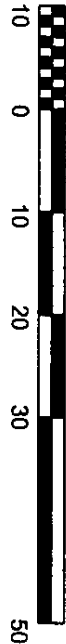


VILLAS CANARIAS II, A CONDOMINIUM

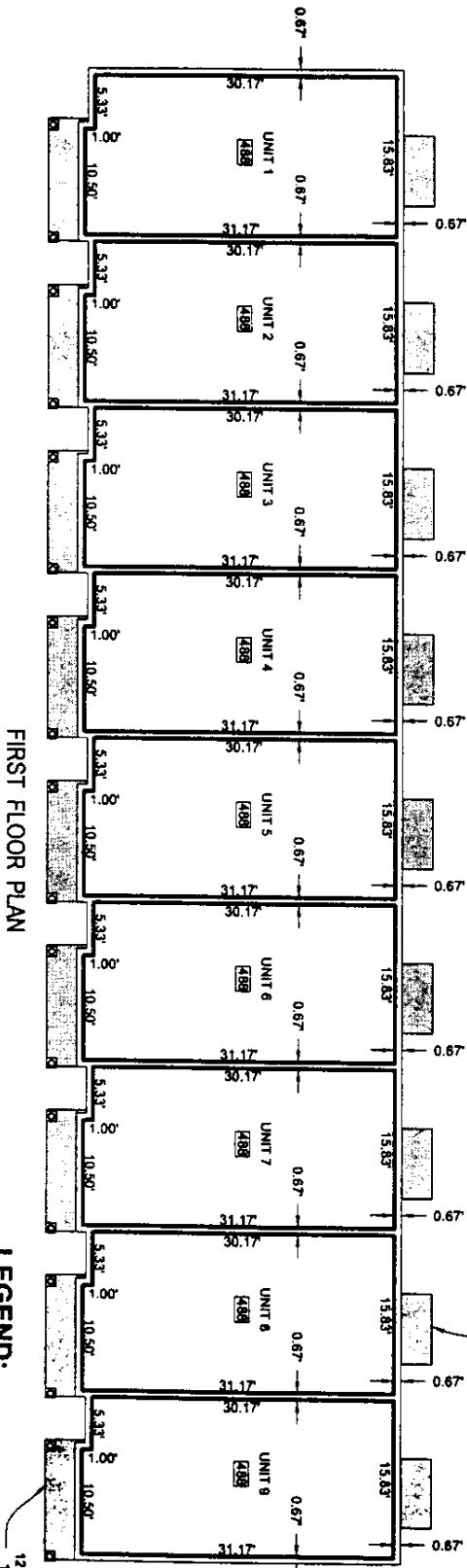
FLOOR PLAN

(BUILDING # 7687)

GRAPHIC SCALE (IN FEET)



SECOND FLOOR PLAN



FIRST FLOOR PLAN

LEGEND:

-
-
-
-

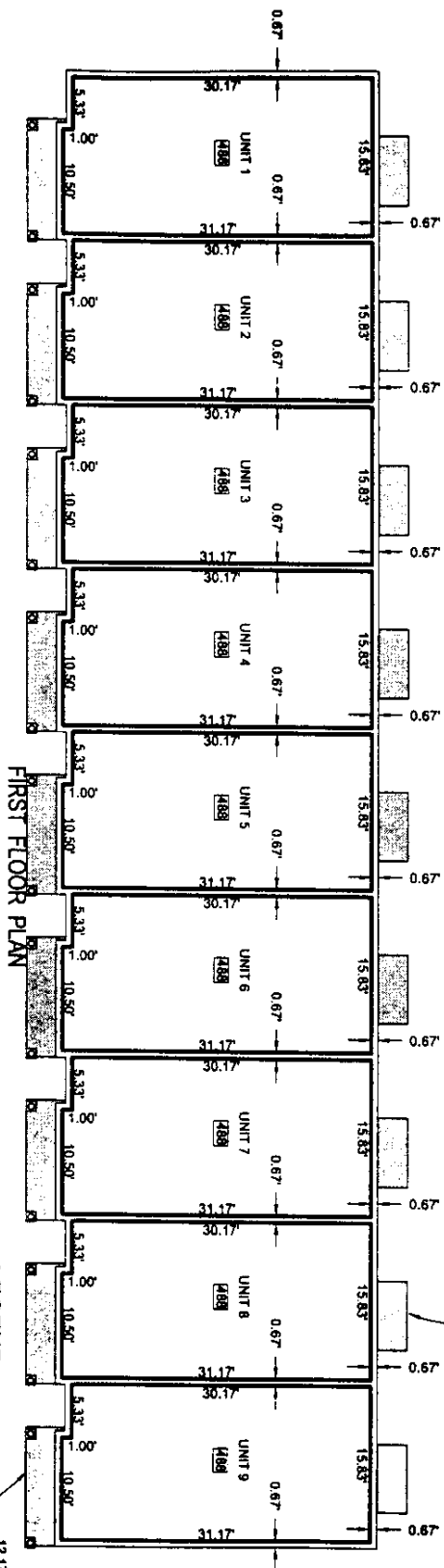
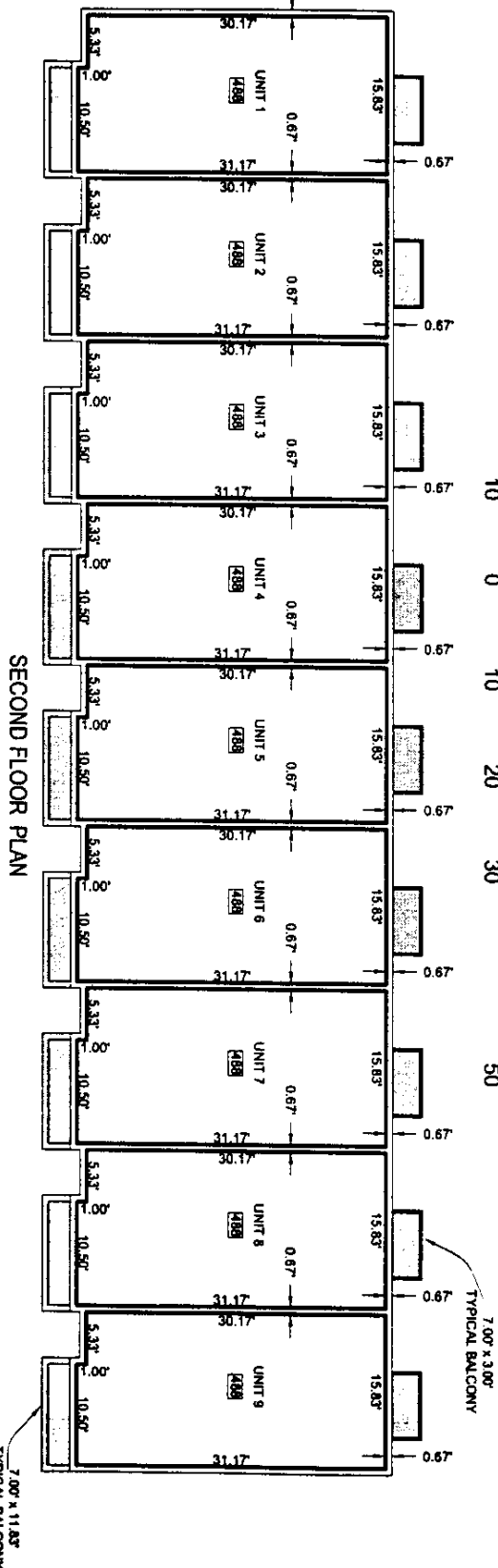
EXHIBIT A
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VILLAS CANARIAS II, A CONDOMINIUM

FLOOR PLAN

(BUILDING # 7699)

GRAPHIC SCALE (IN FEET)



LEGEND:

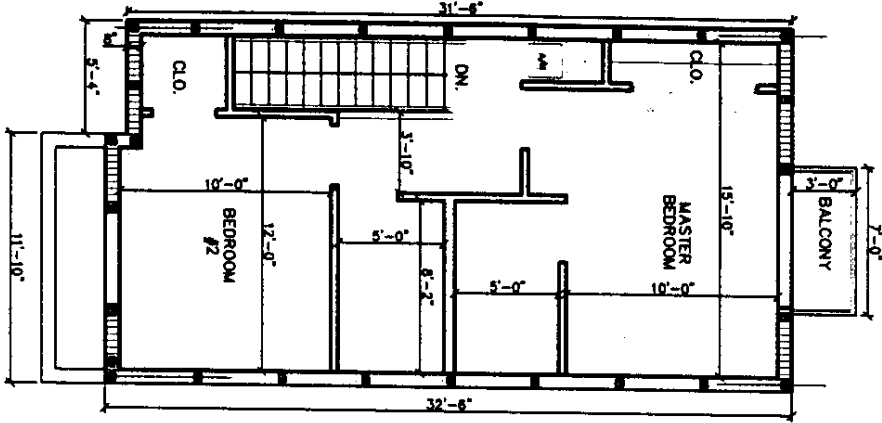
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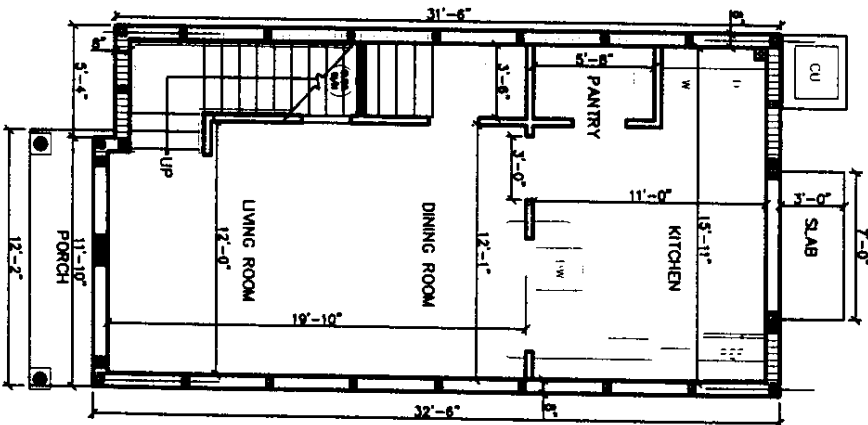
VILLAS CANARIAS II, A CONDOMINIUM

TYPICAL FLOOR PLAN

GRAPHIC SCALE (IN FEET)



SECOND FLOOR PLAN

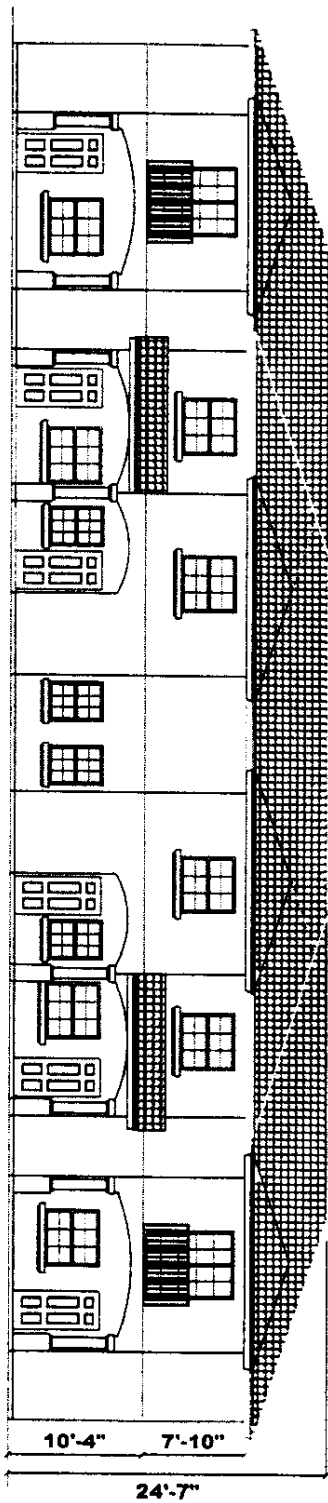


FIRST FLOOR PLAN

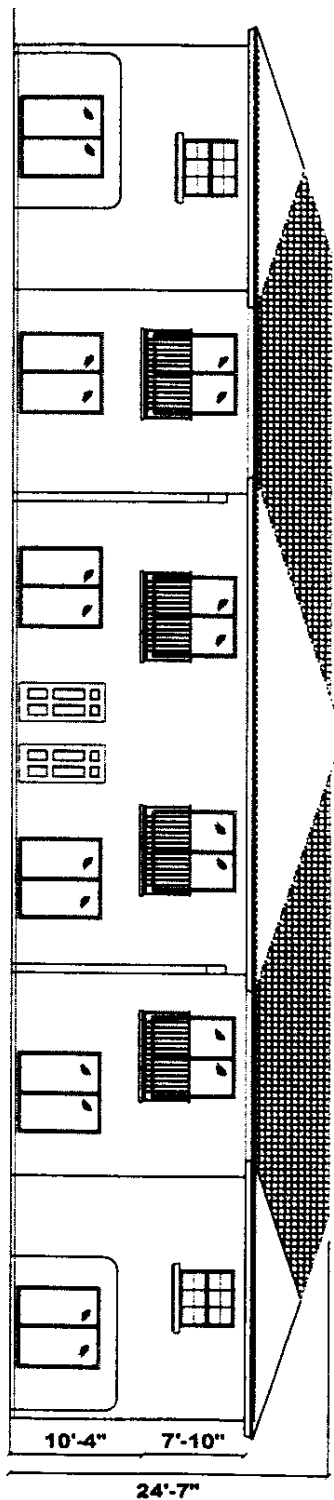
EXHIBIT A
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VILLAS CANARIAS II, A CONDOMINIUM
TYPICAL ELEVATIONS

EXHIBIT A
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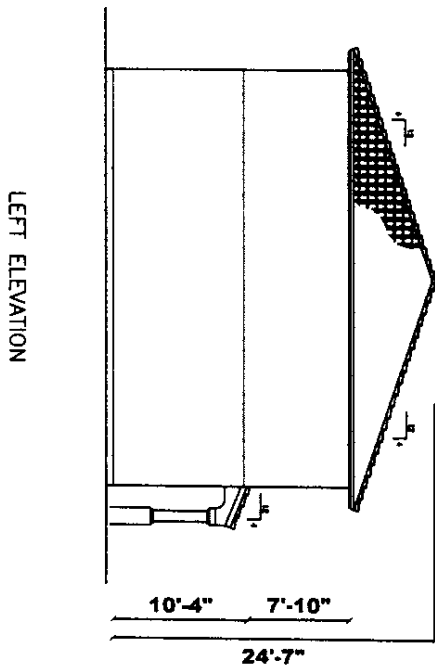
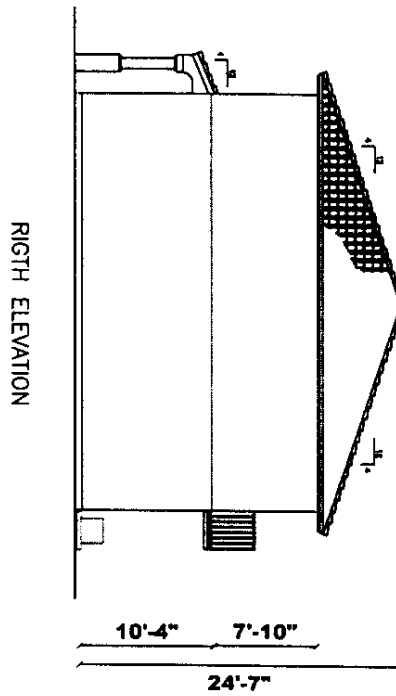
FRONT ELEVATION



REAR ELEVATION

VILLAS CANARIAS II, A CONDOMINIUM
TYPICAL ELEVATIONS

EXHIBIT A
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VILLAS CANARIAS II, A CONDOMINIUM
 UNDIVIDED SHARES IN COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS
 THE SHARE, EXPRESSED AS A PERCENTAGE OF THE COMMON ELEMENTS, COMMON
 EXPENSES, AND COMMON SURPLUS APPURTENANT TO EACH UNIT AS FOLLOWS.

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BUILDING	UNIT No.	AREA IN S/F	PERCENTAGE	BUILDING	UNIT No.	AREA IN S/F	PERCENTAGE
7651	1	976	2.50%	7687	1	976	2.50%
7651	2	976	2.50%	7687	2	976	2.50%
7651	3	976	2.50%	7687	3	976	2.50%
7651	4	976	2.50%	7687	4	976	2.50%
7651	5	976	2.50%	7687	5	976	2.50%
7651	6	976	2.50%	7687	6	976	2.50%
7651	7	976	2.50%	7687	7	976	2.50%
7663	1	976	2.50%	7687	8	976	2.50%
7663	2	976	2.50%	7687	9	976	2.50%
7663	3	976	2.50%	7699	1	976	2.50%
7663	4	976	2.50%	7699	2	976	2.50%
7663	5	976	2.50%	7699	3	976	2.50%
7663	6	976	2.50%	7699	4	976	2.50%
7663	7	976	2.50%	7699	5	976	2.50%
7663	8	976	2.50%	7699	6	976	2.50%
7663	9	976	2.50%	7699	7	976	2.50%
7675	1	976	2.50%	7699	8	976	2.50%
7675	2	976	2.50%	7699	9	976	2.50%
7675	3	976	2.50%				
7675	4	976	2.50%				
7675	5	976	2.50%				
7675	6	976	2.50%				
				TOTAL		39040	100.00%



J. F. LOPEZ & ASSOCIATES, INC.

CONSULTING LAND SURVEYORS AND PLANNERS
 CERTIFICATE N° LB.3192, STATE OF FLORIDA
 7900 NW. 165th ST. SUITE 104, MIAMI LAKES, FL.33016
 Ph: (305) 828-2725 Fax: (305) 828-3589
 828-2913

BY: *Jose F. Lopez*
JOSE F. LOPEZ, P.S.M.
 Professional Surveyor & Mapper
 N°3086, State of Florida.

VILLAS CANARIAS II, A CONDOMINIUM

SURVEYOR'S NOTES:

EXHIBIT A
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1. DIMENSIONS SHOWN WITHIN EACH UNIT ARE PROPOSED DIMENSIONS TO THE INTERIOR UNDECORATED SURFACE OF PERIMETER WALLS.
2. NET PROPERTY AREA: 161.536 SQUARE FEET, 3.71 ACRES.
3. THIS PROPERTY IS LOCATED IN FLOOD ZONE AE, BASE FLOOD ELEVATION: 6.00', AS PER F.E.M.A. MAP COMMUNITY No 120643, PANEL No 0075, SUFFIX J, LAST REVISED ON JULY 17, 1995.
4. ALL ELEVATIONS THUS ^{0.00} ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, AS MEASURED FROM CITY OF HALEAH BENCHMARK No SE 2823, ELEVATION: 6.72', AND IS A P.K. NAIL & WASHER SET IN SIDEWALK 81' NORTH AND 34' EAST OF W. 68th ST. & 32nd AVE...
5. LEGAL DESCRIPTION CONTAINED WITHIN THIS EXHIBIT A WERE DETERMINED FROM INFORMATION PROVIDED BY THE DEVELOPER
6. THE LAND DESCRIBED IN THIS EXHIBIT A IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND ANY OTHER MATTERS OF RECORDS WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. THIS EXHIBIT A CONSISTING OF 12 PAGES HAVE BEEN COMPILED FROM ARCHITECTURAL PLANS PREPARED BY TRY-COUNTY ENGINEERING, INC. AR No AA 2727, AND FROM AS BUILT SURVEYS, AS SHOWN WITHIN THIS EXHIBIT A.
8. THE LAND DESCRIBED HERE IN THIS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM SUBMITTED BY THE UNDERSIGNED WHO HAS TITLE OF RECORDS TO THE REAL PROPERTY HERE IN DESCRIBED AND WHO CREATES THE SAME AS PROVIDED FOR BY CHAPTER 718, LAWS OF THE STATE OF FLORIDA, THE CONDOMINIUM ACT, AS AMENDED.
9. ALL LANDS AND IMPROVEMENTS WITHIN THE CONDOMINIUM REAL PROPERTY, BUT NOT WITHIN A UNIT (UNLESS OTHERWISE SPECIFIED) OR NOT DESIGNET AS A LIMITED COMMON ELEMENT ARE PARTS OF THE COMMON ELEMENTS.
10. -LIMITED COMMON ELEMENTS MEANS AND COMPRISES THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE EXCLUSIVE USE OF CERTAIN UNITS, REFER TO THE DECLARATION OF CONDOMINIUM OF VILLAS CANARIAS II, A CONDOMINIUM TO WHICH THIS EXHIBIT A IS ATTACHED AND MADE A PART OF, FOR FURTHER DEFINITIONS AND DETAILED EXPLANATIONS OF VARIOS PARTS OF SAID CONDOMINIUM



J. F. LOPEZ & ASSOCIATES, INC.

CONSULTING LAND SURVEYORS AND PLANNERS

CERTIFICATE N° LB.3192, STATE OF FLORIDA

7600 NW 166th ST, SUITE 104, MIAMI LAKES, FL.33016

Ph: (305) 828-2725 Fax: (305) 828-3589

828-2913

BY:

J. F. Lopez
JOSE F. LOPEZ, P.S.M.

Professional Surveyor & Mapper
N°3086, State of Florida.

EXHIBIT "II"

TO

DECLARATION OF CONDOMINIUM

VILLAS CANARIAS II, A CONDOMINIUM

(Share of Common Expenses, Common Elements and Common Surplus)

VILLAS CANARIAS II, A CONDOMINIUM

UNIT TYPE

Type D Unit - 40 Units

UNIT FRACTIONAL INTEREST

976/39,040

EXHIBIT "III"
TO
DECLARATION OF CONDOMINIUM
VILLAS CANARIAS II, A CONDOMINIUM
(Articles of Incorporation for Villas Canarias II Condominium Association)

AMENDED & RESTATED
ARTICLES OF INCORPORATION
OF
VILLAS CANARIAS II CONDOMINIUM, INC.
a Florida not-for-profit corporation

The articles of incorporation (the "Articles of Incorporation") of Villas Canarias II Condominium, Inc. (the "Corporation") was amended and restated by unanimous consent of the Corporation's board of directors on _____. The corporation is filing the Restated and Amended Articles of Incorporation (the "Amended and Restated Articles") pursuant to F.S. 617.1002. These Amended and Restated Articles supersede the Articles of Incorporation.

The Articles of Incorporation of the Corporation were amended and restated as follows:

ARTICLE I

Name and Definitions

The name of the corporation shall be **VILLAS CANARIAS II CONDOMINIUM, INC.** For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as the Articles, the By-Laws of the Association as the By-Laws.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (as defined in Florida Statutes 718, et seq.) as it exists on the date hereof (the "Act") for the operation of that certain condominium in Miami-Dade County, Florida, known as **VILLAS CANARIAS II CONDOMINIUM, INC.** Said Condominium is herein called "Condominium" and the Declaration of Condominium whereby the same has or will be created is hereby called "Declaration". The land of the Condominium is that property lying and being situated in Miami-Dade County, Florida:

Legal Description is Attached as Exhibit "A"

and as such Association, to operate and administer said Condominium and to carry out the functions and duties of said Condominium as set forth in the Declaration of **Villas Canarias II** Condominium, when recorded in the Public Records of Miami-Dade County, Florida.

ARTICLE III

Powers

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

3.1 Enumeration. The Association shall have all of the powers and duties set forth in the Florida Condominium Act, these Articles and the Declaration, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time.

3.2 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.

3.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in acceptance with the provisions of the Declaration, these Articles and the By-Laws.

3.4 Distribution of Income. The Association shall make no distribution of income to its members, directors, or officers.

3.5 Specific Powers. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which is formed is to provide for maintenance, preservation and architectural control of the units and Common Elements within that certain tract of property described above in Article II, and to promote for the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. 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 terms of these Articles including, but not limited to, the following powers:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration, by the Developer, dated the _____ applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, and as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein.

(2) Fix, levy, collect and enforce payments by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property the Association might own from time to time.

(3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(4) Borrow money, and with the assent of two-thirds (2/3rds) of all members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(5) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such annexation shall be in accordance with the provisions of the Declaration and any such merger or consolidation shall have the assent of two-thirds (2/3rds) percent of all the members.

(6) Dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer.

(7) The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of the units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration, change of membership in the Association shall be established by: (a) recording in the Public Records of Miami-Dade County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the Public Records of Miami-Dade County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the members, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 No officer, director, or member shall be personally liable for the any debt or other obligation of this Corporation, except as provided for in the Declaration, the By-Laws, and the Articles.

4.5 Each member shall be restricted to one (1) vote, except in all elections for directors, each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws.

4.6 Membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the unit or lot. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration, and the vote may not be divided between plural owners of a single lot or unit in the subdivision.

4.7 Every person or entity who is a record Owner of a fee or undivided fee interest in any unit, within the above described subdivisions shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association. Such membership shall automatically terminate when such person is no longer the record owner of the Condominium unit.

4.8 Subject to the foregoing, admission to and termination of membership, shall be governed by the Declaration that is filed for said Condominium among the Public Records of Miami-Dade County, Florida.

ARTICLE V

The period for duration of this Association shall be perpetual.

ARTICLE VI

Directors

6.1 Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors must be members of the Association, except for the initial member of the board of directors.

6.2 Duties and Powers. All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and 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.

6.3 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.

6.4 Term of First Directors. The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before time for the election of their successors by the members other than the developer shall be filled by the remaining first directors, or if there are none, then by the developer.

6.5 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, or until removed, are as follows:

Shahin Etessam	3814 West 12 Avenue Hialeah, Florida 33110
Mercedes Tello	3814 West 12 Avenue Hialeah, Florida 33012
Jose Alvarado	3814 West 12 Avenue Hialeah, Florida 33012

ARTICLE VII

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 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 names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

Shahin Etessam	President
Mercedes Tello	Vice-President, Treasurer
Jose Alvarado	Secretary

ARTICLE VIII

By-Laws

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

Prior to the time that the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration, the By-Laws may be amended, altered, supplemented, or modified by the membership, at the annual meeting, or at a duly convened special meeting of the membership, attended by at least seventy-five percent (75%) of the entire membership.

ARTICLE IX

Amendments

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

9.1 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 considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either:

(1) Not less than seventy-five percent (75%) of the votes of the entire membership of the board of directors and by not less than two-thirds (2/3rds) of the votes 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.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights of property rights of members, nor any changes in Section 3.3 to 3.5 of Article III, 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 are in conflict with the Condominium Act or the Declaration.

9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Miami-Dade County, Florida.

ARTICLE X

Registered Agent

The name of the initial registered agent and the street address of the initial registered office are: Jose Luis Machado, Esq., Machado & Herran, P.A., 8500 S.W. 8th Street, Suite #238, Miami, Florida 33144.

ARTICLE XI

Dissolution

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3rds) of the total number of eligible votes as provided for in the By-Laws. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event 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 such similar purposes, or distributed to the members as appurtenances (if real property or any interest therein) to the member's lots, subject to any and all applicable loans. This Article is subject to provisions of 617.05 of the Florida Statutes and Florida Statutes 718.117.

ARTICLE XII

Subscriber

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

Shahin Etessam
3814 West 12 Avenue
Hialeah, Florida 33012

The foregoing amendment to the Articles was duly adopted by the unanimous vote of the shareholders and board of director on _____.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 23rd day of October, 2003.

[Signature]
Shahin Etessam Director

[Signature]
Mercedes Tello, Director

[Signature]
Jose Alvarado, Director

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of October 2003, by Shahin Etessam, who is personally known to me or have produced a Florida driver license or has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
Commission No. TANIA R PEREZ
My Commission Expires 12/17/2006
COMMISSION NO. 990174094
MY COMMISSION EXP. DEC. 29, 2006

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of October 2003, by Mercedes Tello, who is personally known to me or has produced a Florida driver license or has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

OFFICIAL NOTARY SEAL
TANIA R PEREZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO: 0174094
MY COMMISSION EXPIRES:
MY COMMISSION EXP. DEC. 29, 2006

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of October, 2003, by Jose Alvarado, who is personally known to me or has produced a Florida driver license or has produced _____ as identification.

Tania R Perez
NOTARY PUBLIC, STATE OF FLORIDA
Name: _____
Commission No: _____
My commission expires: _____

[NOTARIAL SEAL] 

STATE OF FLORIDA

DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the Service of Process
Within This State, Naming Agent Upon Whom Process May Be Served and
Names and Addresses of the Officers and Directors

The following is submitted in compliance with Chapter 48.091, Florida Statutes:

Villas Canarias II Condominium, Inc., a corporation organized (or organizing) under the laws of the State of Florida with its principal office at 3822 West. 12 Avenue, Hialeah, Florida, County of Miami-Dade, State of Florida, has named Jose Luis Machado, located at Machado & Herran, P.A., 8500 S.W. 8th Street, Suite #238, Miami, County of Miami-Dade, State of Florida 33144, as its agent to accept service of process within this State.

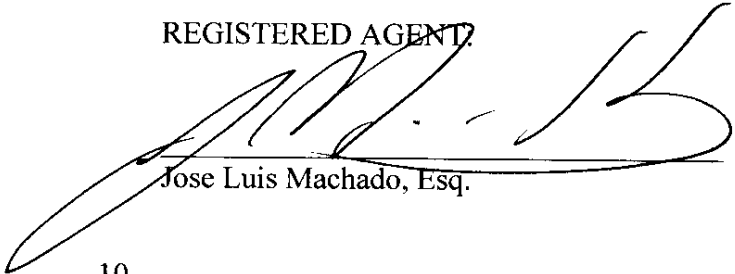
OFFICERS:

NAME	TITLE	SPECIFIC ADDRESS
Shahin Etessam	President	3814 West 12 th Avenue Hialeah, Florida 33012
Mercedes Tello	Vice-President, Treasurer	3814 West 12 th Avenue Hialeah, Florida 33012
Jose Alvarado	Secretary	3814 West 12 th Avenue Hialeah, Florida 33012

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to keep office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in office as required by law.

REGISTERED AGENT



Jose Luis Machado, Esq.

Exhibit "A"

LEGAL DESCRIPTION

A portion of Tract A of "MARJ SUBDIVISION" according to the Plat thereof, as recorded in Plat Book 158, at Page 87, of the Public Records of Miami Dade County, Florida, more particularly described as follows:

BEGINNING at the SW. corner of said Tract A; thence N02°34'33"W along the West line of said Tract A for 105.83 feet; thence N89°31'29"E for 467.79 feet; thence S02°34'09"E feet 251.45 feet to the South line of said Tract A; thence S89°35'18"W along the South line of said Tract A, same being the North right-of-way line of West 76th Street, for 166.66 feet; thence N02°34'33"W for 145.10 feet; thence S89°35'18"W for 301.12 feet to the **POINT OF BEGINNING**.

Lying and being in the City of Hialeah, Florida; and containing 1.69 acres.

EXHIBIT "IV"
TO
DECLARATION OF CONDOMINIUM
VILLAS CANARIAS II, A CONDOMINIUM
(By-Laws for Villas Canarias II Condominium Association)

**CONSENT TO ACTION TAKEN IN LIEU OF
ORGANIZATIONAL MEETING OF INCORPORATORS
NAMED IN THE ARTICLES OF INCORPORATION
OF
VILLAS CANARIAS II CONDOMINIUM, INC.**

The undersigned being the Incorporators and Directors in the Articles of Incorporation of the above Corporation, hereby consent to and ratify the action taken to organize the Corporation as hereafter stated:

The Articles of Incorporation filed on _____, with the Secretary of State of the State of Florida were approved and inserted in the record book of the Corporation, together with the Receipt from the Secretary of State, evidencing same.

The persons whose names appear below were appointed Officers of the Corporation to serve for a period of one year and until their successors are appointed or elected and shall qualify:

President:	Shahin Etessam
Vice President:	Mercedes Tello
Secretary:	Jose Alvarado
Treasurer:	Mercedes Tello



A set of proposed By-Laws, regulating the conduct of the business and affairs of the Corporation as prepared for the Corporation, has been reviewed in its entirety and were adopted and inserted in the record book.

The seal, an impression of which appears in the margin of this Consent was adopted as the Corporate Seal of the Corporation.

The Treasurer was authorized to open a bank account with Union Planters Bank, and a Resolution for that purpose on the printed form of said bank was adopted and inserted in the record book.

The appropriate Officers of the Corporation are authorized to pay, in full, from the Corporate funds, the expense of organizing the Corporation approval for payment being given to the statement for professional services rendered by Machado & Herran, P.A., counsel for the Corporation.

A true copy of each of the foregoing papers referred to in the foregoing is appended hereto.

Articles of Incorporation	
By-Laws	
Resolution Designating Depository of Funds	
 _____ Incorporator/Director	 _____ Incorporator/Director

**BY-LAWS OF
VILLAS CANARIAS II II CONDOMINIUM, INC.
a Florida Corporation**

1. OFFICES

The principal office of the Corporation shall be established and maintained at 3822 West 12th Avenue, Hialeah, Florida 33012, in the City of Hialeah, County of Miami-Dade, State of Florida. The Corporation may change its principal office from time to time and may also have offices at such places within or without the State of Florida as the Board of Directors may establish.

2. Membership-Designation of Voting Member.

Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in the voting certificate signed by all the natural persons who are owners or by the chief executing officer of the artificial entity and filed with the Secretary of the Association in its official records.

3. ANNUAL MEETING OF THE MEMBERS.

The annual meeting of the Members of this Corporation shall be held on the first day of May of each year or at such other time and place designated by the Board of Directors of the Corporation. Business transacted at the annual meeting shall include the election of Directors of the Corporation and all other matters properly before the Members. If the designated day shall fall on a Sunday or legal holiday, then the meeting shall be held on the first business day thereafter. The Members or the Board of Directors may vote to establish additional regular meetings of the Membership.

All meetings of the Membership shall be conducted in accordance with the latest edition of Roberts Rule of Order. The Agenda for the Annual Meeting of the Membership shall be as follows:

- a. Registration of voting Members, qualification of proxies, collection of election ballots and establishment of a quorum.
- b. Reading of the minutes of the last meeting of the Membership.
- c. Reading of correspondence to the meeting.
- d. Reports by the Officers.
- e. Reports by Committee Chairpersons.
- f. Unfinished business.

- g. Original resolutions and new business.
- h. Election of new Directors.
- i. Adjournment.

4. **SPECIAL MEETINGS**

Special meetings of the Membership shall be held when directed by the President or the Board of Directors, or when requested in writing by not less than 10% of all the Membership of the corporation entitled to vote at the meeting. A meeting requested by Membership shall be called for a date not less than 30 days after the request is made unless the Membership requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or Membership requesting the meeting shall designate another person to do so.

5. **NOTICE OF SPECIAL MEETINGS OF THE MEMBERSHIP**

Written notice to each Member entitled to vote stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 30 days before the meeting.

6. **MEETING PLACE FOR MEMBERSHIP MEETINGS**

Meetings of Membership shall be held at the principal place of business of the Corporation or at such other place as may be designated by the Board of Directors.

7. **QUORUM FOR MEETINGS OF THE MEMBERSHIP**

The majority of Members entitled to vote, who shall appear in person or by proxy shall constitute a Quorum at a meeting of Membership, but in no event shall a Quorum consist of less than fifty percent (50%) of the Membership entitled to vote at the meeting. After a Quorum has been established at a Membership meeting, the subsequent withdrawal of Membership, so as to reduce the number of Membership entitled to vote at the meeting below the number required for a Quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

8. **VOTING BY PROXY**

Every Member entitled to vote at a meeting of Membership, or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person to act for him by Proxy. The Proxy shall be a limited proxy limited to and valid only for certain votes taken by the Membership in accordance with Section 718.112(2)(b)2, Florida Statutes and must be signed by the Membership or his attorney-in-fact and notarized. No Proxy shall be valid after the expiration of 90 days from the date thereof.

9. BOARD OF DIRECTORS

The business of the Corporation shall be managed and its corporate powers exercised by a Board of three Directors, who shall be of full age. It shall be necessary for Directors to be Members of the Association, except for the initial Directors of the Association.

10. ELECTION AND TERM OF DIRECTORS

Directors shall be elected by the Members at the annual meeting of Membership and each Director elected shall hold office for a period of one year or until his or her successor has been elected and qualified, or until his or her prior resignation or removal. Members shall be entitled to vote only once for any one candidate and all voting shall be by written ballot. Those candidates for the Board of Directors who receive the largest number of votes cast shall be elected to the Board. In the event two candidates for the Board receive an equal number of votes, the incumbent President of the Corporation shall choose the candidate who shall be elected to the Board.

11. VACANCIES ON BOARD OF DIRECTORS

If the office of any Director, member of a committee or other officer becomes vacant, the remaining Directors in office, by a majority vote, may appoint any qualified Member to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen.

12. CHANGE IN THE NUMBER OF DIRECTORSHIPS

The number of Directors may be increased or decreased by the affirmative vote of a majority of the Membership by amending these By-Laws, at the annual meeting or at a special meeting called for that purpose, and by like vote the additional Directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify. In no event shall the Board consist of less than three Directors. The number of Directors shall always be an odd number.

13. REMOVAL OF DIRECTORS

Any or all of the Directors may be removed with or without cause by vote or agreement in writing of a majority of all of the Membership entitled to vote at a special meeting of Membership called for that purpose.

14. RESIGNATION OF DIRECTOR

A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

15. QUORUM OF DIRECTORS

At such time as the number of Directors shall be increased, a majority of the Directors shall constitute a Quorum for the transaction of business. If at any meeting of the Board there shall be less than a Quorum present, a majority of those present may adjourn the meeting from time to time until a Quorum

is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

16. MEETING PLACE FOR DIRECTORS' MEETINGS

The Board may hold its meetings at the office of the Corporation or at such other places within the City of Hialeah as it may from time to time determine.

17. REGULARLY SCHEDULED MEETINGS OF THE BOARD

The annual meeting of the Board shall be held immediately following the annual meeting of Membership at the place of such annual meeting of Membership. At each annual meeting, the Board shall establish a schedule of regular Board meetings for the next year. Notice of regular meetings, however, shall be given to each Director personally by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting except in an emergency. All meetings of the Board of Directors, whether regularly scheduled or special, shall be open to all Membership of the Corporation.

All meetings of the Board shall be conducted in accordance with the latest edition of Roberts Rules of Order. The Agenda for the Annual Meeting of the Board shall be as follows:

- a. Reports by incumbent Officers.
- b. Reading of minutes of last Directors' meeting.
- c. Reports by incumbent Chairpersons of committees.
- d. Election of new Officers.
- e. Unfinished business.
- f. New Business.
- g. Adjournment.

All other meetings of the Board shall be in accordance with this Agenda with the exception of the election of new Officers.

18. NOTICE OF SPECIAL MEETINGS OF THE BOARD

Special meetings of the Board shall be held upon notice to the Directors and may be called by the President upon three days notice to each Director, either personally or by mail or by wire; special meetings shall be called by the President and in his or her absence, by the Vice President and must be called by the Secretary at the written request of one-third of the Directors. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least 48 continuous hours before the meeting, except in an emergency.

19. EXECUTIVE AND OTHER COMMITTEES

The Board, by resolution, may designate two more of their members to any committee. To the extent provided in said resolution or these By-Laws, said committee may exercise the powers of the Board concerning the management of the business of the Corporation.

20. COMPENSATION

No compensation shall be paid to Directors or Officers, as such, for their services, but by resolution of the Board, reimbursement for out of pocket expenses by a Director or Officer may be approved at any regular or special meeting of the Board by a majority of the Directors present. Nothing herein contained shall be construed to preclude any Director or Officer from serving the Corporation in any other capacity and receiving compensation therefor provided that such compensation is no greater than would be paid to an independent third party providing such service.

21. ELECTION OF OFFICERS

The Board may elect by majority vote a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as it may determine, who shall have such duties and powers as hereinafter provided. Any two or more offices may be held by the same person.

22. TERM OF OFFICE

All officers shall be elected to hold office until the meeting of the Board following the next annual meeting of Membership and until their successors have been elected or appointed and qualified.

24. REMOVAL OR RESIGNATION OF OFFICERS

Any officer elected or appointed by the Board may be removed by the Board with or without cause. In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term. Any officer elected by the Membership may be removed only by vote of the Membership unless otherwise provided by the Members.

25. DUTIES OF THE PRESIDENT

The President shall be the chief executive officer of the Corporation, shall have general and active management of the business and affairs of the Corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the Membership and Board of Directors. At the Annual Meeting of the Membership, the President shall present a report setting forth the condition and activities of the Corporation.

26. DUTIES OF THE SECRETARY

The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the Membership and Board of Directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors or the

President. The office of Secretary may be divided into two offices of Recording Secretary and Corresponding Secretary at the discretion of the Board.

27. DUTIES OF THE TREASURER

The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of Membership and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

28. REMOVAL OF OFFICERS

An officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment, the best interests of the Corporation will be served thereby. Any vacancy in any office may be filled by the Board of Directors.

29. BOOKS AND RECORDS OF THE CORPORATION

All books and records concerning the operation of the Corporation and its financial status, including but not limited to minutes of all meetings of the Board of Directors, all bank statements of account and all tax returns shall be available to any Member at the offices of the Corporation at any time during normal business hours.

30. FISCAL YEAR OF THE CORPORATION

The calendar year shall be the fiscal year of the Corporation.

31. ANNUAL BUDGET OF THE CORPORATION

The Treasurer of the Corporation shall submit an annual budget for the next fiscal year of the Corporation's operation to the Board of Directors no later than sixty days prior to the Annual Meeting of the Membership. No later than thirty days prior to the Annual Meeting of the Membership, the Board of Directors shall meet to vote upon the proposed budget.

32. CORPORATE DEPOSITORY

The funds of the Corporation shall be placed into a bank or savings and loan association doing business in the City of Miami and where deposits are insured by the Federal Deposit Insurance Corporation or equivalent government agency.

33. INSURANCE

The Corporation shall maintain liability and workmen's compensation insurance and shall maintain such additional insurance as the Board of Directors may determine is required for the operation of the Corporation's business. The Corporation shall also maintain a Fidelity Bond as required under Article 19 of the Declaration of Condominium and in accordance with Florida Statute 718.111(11)(d).

34. CORPORATE SEAL

The seal of the Corporation shall have inscribed thereupon the name of the Corporation and the year of its organization. An impression of the Corporation's seal appears to the right of this paragraph.

35. DISSOLUTION OF THE CORPORATION

The Corporation, subject to the provisions of the Condominium documents and Section 718.111(1)(a), Florida Statutes may be dissolved by a seventy-five percent vote of the Membership of the Corporation at any properly convened meeting of the Membership, provided, however, that written notice of the intention to dissolve the Corporation shall be mailed to each Member at least thirty days prior to the meeting at which dissolution shall be voted upon. Upon dissolution of the Corporation, any assets remaining after payment of all creditors of the Corporation shall be distributed to the Membership in accordance with their percentage ownership interests in the Corporation. This corporation may not be dissolved unless the dissolution is part of the termination of the Condominium form of ownership.

36. AMENDMENT OF BY-LAWS

Any provision of these By-Laws may be amended upon a vote of seventy-five percent of the Membership of the Corporation. Any Membership may submit a proposal to amend the By-Laws and such proposal shall be presented for a vote by the Members at the next Annual Meeting of the Membership. All proposed amendments shall be submitted to the Board in writing at least thirty days before the Annual Meeting of the Membership. If a proposed amendment to these By-Laws is approved, the text of the By-Laws shall be changed accordingly.

37. TRANSFER OF ASSOCIATION CONTROL

Directors of Condominium Association: Unit owner acknowledges that he has been advised by the Developer that the Developer shall elect all of the members of the first Board of Directors of the Condominium Association, which said Directors may be the same parties as those who serve as Directors of the Developer's Corporation, and the election of such identical persons shall in no way or manner be prohibited or be considered an illegal act, Developer agrees that 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 administration of the Condominium Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the board of administration of the Condominium Association: three (3) years after sales by the Developer have been closed on fifty (50%) percent of the Units that will be operated ultimately by the Association; or three (3) months after sales have been closed by the Developer on ninety (90%) percent of the Units that will be operated ultimately by the Association; or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been conveyed to Unit owners and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall occur first; or seven (7) years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after

recording of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of an association as long as the Developer holds for sale in the ordinary course of business at least 5 percent, condominiums with fewer than 500 units. Following the time the Developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for the purposes of reacquiring control of the association or selecting the majority members of the board of administration.

38. TERMS MEMBER AND MEMBERSHIP

The word Member(s) and Membership shall be interchangeable with respect to this document.

39. ARBITRATION

The Association shall be required to have mandatory non-binding arbitration as required under Florida Statute 718.1255.

40 CERTIFICATE OF COMPLIANCE

The Association may obtain from a license electrical contractor or electrician, evidencing the Units being in compliance with the applicable fire and life safety codes.

IN WITNESS WHEREOF, the Corporation has adopted these By-Laws by resolution of the Board of Directors at a properly convened meeting held on _____, 2003.


ATTEST:



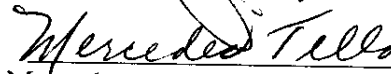
Shahin Etessam, President



Mercedes Tello, Vice President



Jose Alvarado, Secretary



Mercedes Tello, Treasurer

EXHIBIT 8
TO
PROSPECTUS OF VILLAS CANARIAS II, A CONDOMINIUM
(Certificate of Surveyor)

J.F. Lopez & Associates, Inc.
LAND SURVEYORS AND MAPPERS



**CERTIFICATE OF SURVEYOR
OF
"VILLAS CANARIAS II, A CONDOMINIUM"**

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

BEFORE ME, the undersigned authority, personally appeared **Jose F. Lopez** of **J.F. Lopez & Associates, Inc.**, ("Affiant"), who was sworn and says:

1. Affiant is a duly registered and duly licensed land surveyor, authorized to practice under the laws of the State of Florida.
2. Affiant certifies that the construction of the improvements at "**Villas Canarias II, a Condominium**", is substantially completed so that the material, i.e. this exhibit, together with the provisions of the declaration of condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements of said condominium, and that the identification, location, and dimensions of the common elements and of each unit of the condominium can be determined from these materials.
3. This certification is made pursuant to the provisions of Chapter 718.104(4)(e) of the Florida Statutes, "THE CONDOMINIUM ACT", as amended; and relates only to matters of Survey, and is not to certify that the improvements have been property constructed in accordance with any applicable Building Codes or Governmental requirements.

Jose F. Lopez
Jose F. Lopez
Professional Surveyor & Mapper
No. 3086, State of Florida

Sworn to and subscribed before me this 4th day of December, 2003

My Commission Expires:

Omara R. Lopez
Notary Public, State of Florida

