

2004 NO 129842

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# EAST MEDLEY BUSINESS PARK CONDOMINIUM

East Medley Business  
Condominium  
February 23, 2004

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EAST MEDLEY BUSINESS PARK CONDOMINIUM**

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## **DECLARATION OF CONDOMINIUM**

### **EAST MEDLEY BUSINESS PARK, A CONDOMINIUM**

EAST MEDLEY PARTNERS, LTD., hereinafter called the "Developer", for itself, its successors, grantees, and assigns, to its grantees and assigns, and their heirs, successors, and assigns, being the owner and holder of the fee simple title to the real property described in Exhibit "A" attached hereto and made a part hereof, states and declares that the property shown on Exhibit "A" attached hereto, and all improvements thereon are hereby submitted to condominium ownership and use, pursuant to the requirements and provisions of the statutes of the State of Florida in force and effect as of the date of recordation hereof, specifically Chapter 718 thereof, hereinafter sometimes referred to as the "Condominium Act."

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, and shall be non-exclusive and perpetual unless sooner terminated as provided herein on in the Condominium Act, and shall be binding upon all Unit Owners, as hereinafter defined, and their Grantees, devisees or mortgagees, their heirs, personal representatives, successors, and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and by the provisions of the Articles of Incorporation and the By-Laws and the benefits granted shall run with each Condominium Unit as herein defined and obligations imposed.

#### **1. NAME**

1.01 The name by which the condominium created hereunder is to be identified is EAST MEDLEY BUSINESS PARK, A CONDOMINIUM (hereinafter referred to as the "Condominium").

1.02 The name of the Unit Owner's Condominium Association is EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the Condominium Association.

#### **2. LAND**

As more particularly set forth in Section 4 hereof, the Condominium is to be developed as a non-phased condominium in accordance with the Condominium Act. The legal description of the land comprising the Condominium is set forth in Exhibit "A" attached hereto and made a part hereof.

### 3. DEFINITIONS

The terms used in this Declaration and in Exhibits thereto shall be defined in accordance with the provisions of the Condominium Act in effect as of the date of recordation hereof and as thereafter amended or modified, unless the context otherwise requires. Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of the gender shall be deemed to include all genders.

3.01. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.02. "Association" or "Condominium Association" means EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the Condominium.

3.03. "Board of Administration" or "Board of Directors" or "Board" means the Board of Directors or other representative body responsible for administration of the Condominium Association.

3.04. "Building" means the improvements in which the condominium units (hereinafter defined) are located.

3.05. "By-Laws" means the By-Laws of the Condominium Association existing from time to time. The initial By-Laws of the Condominium Association are attached hereto as Exhibit "B".

3.06. "Common Elements" means the portion of the Condominium Property not included in the Units.

3.07. "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

3.08. "Common Surplus" means the excess of all receipts of the Condominium Association, including, but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

3.09. "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

3.10. "Condominium Property " means the land and personal property that are subject to condominium ownership, whether or not contiguous, and all



improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

3.1 1. "Declaration" or "Declaration of Condominium" means this Declaration of Condominium as amended from time to time.

3.12. "Developer" means the entity, and its successors and assigns, which creates the Condominium and which offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Unit who has acquired his Unit for his own occupancy. The Developer of the Condominium is EAST MEDLEY PARTNERS, LTD.

3.13. "Limited Common Elements" means those common elements which are reserved for the use of a certain Condominium Unit or units to the exclusion of other units as specified in the Declaration of Condominium.

3.14. "Operation" or "Operation of Condominium" includes the administration and management of the Condominium Property.

3.15. "Unit" or "Bay" means a part of the condominium property which is subject to exclusive ownership.

3.16. "Unit Owner" or "Owner of a Unit" means the owner of the condominium parcel.

3.17. "Mortgagee" or "Institutional Mortgagee" means project lender, any other bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States Government, and any other lender generally recognized as an institutional-type lender, or the Developer (including any nominee of the Developer), owning and holding a first mortgage encumbering a Unit, including the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

3.18. "Mortgage" or "Institutional Mortgage" means a first mortgage owned or held by an Institutional Mortgage.

#### **4. DESCRIPTION**

This Condominium is not a "Phase Condominium" and all of the Property is being submitted under this Declaration as a single phase condominium.

4.01. The Land which is hereby submitted to the Condominium regime is described in Exhibit "A" attached hereto.

4.02. The condominium consists of one (1) building structure containing a total of eight (8) Units.

4.03. Annexed hereto and expressly made a part hereof as Exhibit "C" is a survey of the land and graphic description of the plot plan and the improvements constituting the condominium, identifying the buildings, units and common elements and their respective locations and approximate dimensions. Each Unit is identified by a numerical designation on said Exhibit "C" and no Unit bears the same designation as any other unit.

4.04. The Developer does not contemplate the creation of time-share estates for any of the Units.

4.05. The Units are entitled and shall share one hundred (100%) percent ownership of all Common Elements within the Condominium,

4.06. The Developer reserves the right to change the interior design and arrangements of all units so long as the Developer owns the Units so changed and altered; provided, however, that such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose need not be approved by the Condominium Association, contract vendees or Unit Owners (other than the Developer). Consent to an amendment of this Declaration by the project lender, if any, is required so long as the project lender's mortgage is outstanding.

## **5. BUILDING, UNITS AND COMMON ELEMENTS**

The condominium consists of one (1) building structure containing a total of eight (8) Units and common elements as such terms are hereinafter defined.

5.01 Building(s). Building(s), as the term is used herein, shall mean and comprise of the main structures of each of the eight (8) units as defined and identified per the attached Exhibit "C".

5.02 Unit Boundaries. Each Unit shall include such portions of a building that lie within the boundaries of a Unit, which boundaries are as follows:

A Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the perimetrical boundaries. Units are located in the buildings as more fully designated on Exhibit "C". The upper boundary of a Unit shall be the plane of the lower surface of the unfinished ceiling slab of the Unit and the lower boundary shall be the plane of the upper surface of the finished floor slab of the Unit.

B Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the vertical planes of the exterior (opposite and contiguous to the interior surface of the plaster, dry wall or sheetrock) of the walls bounding



the Unit extended to intersections with each other and with the upper and lower boundaries.

5.03 Common Elements. The Common Elements include the real property and all other parts of the Condominium not within the Units, including but not limited to landscaping, structural portions of walls and roofs, roofs, ground floor slabs and ceilings, guest parking spaces and handicap parking spaces, and other accessory areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the By-Laws.

5.04. Ownership of Units and Appurtenant Interest in Common Elements. There shall be appurtenant to each of the units an undivided ownership of the common elements and membership in EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC.

## **6. IDENTIFICATION OF UNITS, SURVEY SHARES IN COMMON ELEMENTS, PRORATIONS OF COMMON EXPENSES AND VOTING RIGHTS**

6.01. The Land described in Exhibit "A" and the improvements thereof, together with Common Elements included therein, constitute the Condominium Property. All of the Units are contained in one (1) building, which constitutes the Condominium Property, as shown in Exhibit "C".

6.02. Each Unit has been given a numerical designation including building number for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit designation is shown in Exhibit "C" attached hereto.

6.03. The undivided interest owned by each Unit Owner in the Common Elements is as set forth on Exhibit "D" attached hereto. The percentage interest shall be the basis upon which assessments are made as provided for herein.

6.04. Subject to any provisions of the By-Laws of the Condominium Association applicable thereto, each Unit Owner in the condominium will be a member of the Association and will be entitled to cast an owner's vote.

6.05. Following the recording of this Declaration, a description of a Condominium Unit by the numerical designation by which the Unit is identified in this Declaration of Condominium shall be a sufficient legal description for all purposes.

## **7. THE ASSOCIATION**

The operation of the Condominium shall be by the EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-

profit, of which each unit owner shall be required to be a member having voting rights for each unit owned which shall fulfill its functions pursuant to the following provisions:

7.01. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "E" and by this reference made a part thereof.

7.02. The By-Laws of the Association shall be the By-Laws of the Condominium. A copy of said By-Laws is attached hereto as Exhibit "B" and by this reference made a part thereof.

7.03. The Condominium Association may contract, sue or be sued with respect to the exercise or non-existence of its powers. For these purposes, the powers of the Condominium Association include, but are not limited to the maintenance, management and operation of the Condominium Property.

7.04. All Unit Owners shall automatically be members of the Condominium Association, said membership shall terminate when they no longer own said unit.

7.05. A Unit Owner's share in the funds and assets held by the Association may be assigned, transferred or hypothecated in any manner except as an appurtenance to his unit.

## **8. EASEMENTS**

Easements have been reserved through the Condominium Property and are running with the property of the Condominium.

8.01. The creation of a non-exclusive easement for ingress and egress over the streets, walks, and other rights-of-way serving the units as part of the common elements necessary to provide reasonable access to the public ways, or a dedication of the streets, walks, and other rights-of-way to the public. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those on the condominium parcels; unless:

A. Any such lien is subordinate to the rights of unit owners, or;

B. The holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use-rights of each unit owner will not be terminated as long as the unit owner has not been evicted because of a default under the encumbrance or lease, and the use-rights of any mortgagee of a unit who has acquired title to a unit may not be terminated.



## 9. MAINTENANCE AND ALTERATION

Responsibility for the maintenance of the Condominium property and restrictions upon its alteration and/or improvement are as follows:

### 9.01. Units

9.01.01 The Association shall maintain, repair, and replace at the Association's expense, all portions of a unit, except the interior surfaces, contributing to the support of the building containing said unit, which portions shall include, but not be limited to, the outside walls of the building and all fixtures on its exterior (provided that windows, screens, doors and all exterior signs shall be the responsibility of the unit owners), boundary walls of the unit, floor and ceiling slabs and roof tops, load-bearing columns and load-bearing walls- all conduits, ducts, plumbing, wiring and other facilities of the furnishing of utility services contained in the portions of the unit maintained by the Association; and all such facilities contained within the unit which service a part or parts of the Condominium other than the unit within which contained. All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

9.01.02 A Unit owner shall maintain, repair, and replace at his expense, all piping, wiring, ducts, conduits, appliances and other facilities solely for the furnishing of utility services within his unit, provided, however, that all such repairs, maintenance and replacements shall be done by licensed plumbers or electricians and such repairs shall be paid for by and the financial obligation of such Unit Owner. Each unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible,

9.01.03 Except as hereinbefore reserved to Developer, no alteration or addition shall be made to any portion of a unit or building which is to be maintained and repaired by the Association without first obtaining the written approval of all owners whose units are to be affected and the approval of the Board of Directors of the Association. A copy of plans for any such alteration or additional prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to commencement of the work.

### 9.02. Common Elements and Limited Common Elements

9.02.01 The maintenance and operation of the limited common elements and common elements and any other property or improvements in which the Association owns an interest shall be the responsibility of the Association; provided, however, each unit owner shall be responsible for the maintenance, replacement and repair of the heating and air conditioning component which serves the owner's unit.

9.02.02. The Condominium Association shall have the right to make or cause to be made structural changes and improvements of the Common

elements which are approved by the Board of Directors and which do not prejudice the right of any Unit Owner or any Mortgagee- provided, however, if the cost of the same shall exceed Fifty Thousand (\$50,000.00) Dollars, the affirmative vote of 51% of the Unit Owners shall be required in addition to the approval of all Mortgagees of record.

9.03.03. To facilitate and carry out the obligations of the Association for maintenance, repair and replacement as set forth in this paragraph 9, there is reserved unto the Association the right to enter in and upon any unit at any reasonable time.

## **10. ASSESSMENTS**

10.01. The making and collection of assessments against unit owners by the Association for common expenses shall be pursuant to the By-Laws and subject to the following provisions.

10.02. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the unit owned by him.

10.03. Assessments and/or installments thereof, which are paid on or before ten (10) days after the date when they become due and payable shall not bear interest, but thereafter such sums shall bear interest at the maximum rate allowed by law from the date when due until paid. All payments on account shall be applied first to interest and then to the assessment payment first due. All assessments and interest unpaid after such ten-day period shall become a lien as of the time and date, but not before, such lien is recorded in the Public Records of Miami-Dade County, Florida.

10.04. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment of enforcement of such lien.

10.05. The Condominium Association has a lien on each Condominium Unit for any unpaid assessments, accrued interest thereon, and for reasonable attorney's fees and all court costs incurred by the Condominium Association incident to the collection of the assessment or assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. The lien is effective from and after recording of a claim of lien in the Public Records of Miami-Dade County, Florida, stating the description of the Condominium Unit, the name of the record owner, the amount due and the due dates. The lien is in effect for one year after the lien is recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. A claim of lien must be signed and acknowledged by an officer or agent of the Condominium Association. Upon payment the person making the



payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Condominium Association to enforce a recorded claim of lien against his Condominium Unit:

Notice of Contest of Lien

TO: EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION

YOU ARE HEREBY NOTIFIED that the undersigned contests the claim of lien filed by you on \_\_\_\_\_ and recorded in O. R. Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida, and that time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

\_\_\_\_\_  
Signed: (Owner or Attorney)

10.06. The Clerk of the Dade Circuit Court shall mail a copy of the recorded Notice of Contest of Lien to the lien claimant at the address shown in the claim of lien or most recent notice and shall record the notice. Service is complete upon mailing. After service, the Condominium Association has ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within the ninety (90) day period, the lien is void.

10.07. Notwithstanding anything to the contrary herein contained as to the priority between the lien of a recorded Mortgage and the Lien for an assessment, the lien for assessment shall be subordinate and inferior to the lien of any recorded Institutional Mortgagee regardless of when said assessment was due, but not the lien of any other mortgage.

10.08. The Condominium Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

10.09. In the event any legal proceedings are instituted to foreclose a lien for assessments, the Association, upon bringing such proceedings, shall be entitled as a matter of right to the appointment of a receiver, who shall be entitled immediately to take possession of said unit under the supervision of the court conducting the foreclosure proceedings, and in the event the receiver allows the owner of the unit to remain on the subject property, the owner shall pay, in the courts discretion, a reasonable rental for the unit to the receiver for the benefit of the Association and the owner, said rental to be applied first to the payment of delinquent assessments, court costs, attorneys' fees and any other fees, and then to the mortgagee to the extent of any delinquency and then to the owner.

10.10. Special Assessments. The Board at its discretion may impose special or individual assessments on Unit Owners to meet expenses not anticipated to be incurred on a regular or annual basis or to cover the cost and expense of maintenance, repairs or replacements of a Unit for which the Unit Owner is responsible as provided in Article 9.01.02.

10.11. Notwithstanding anything to the contrary herein, the Developer shall not be liable for any assessments coming due during the period it holds title of any Unit(s) up to the time the Developer transfers control of the Association to the Unit Owners. Thereafter, for each unit owned by Developer, Developer shall be liable for all assessments that become due after the date of the aforementioned transfer.

## **11. USE OF CONDOMINIUM PROPERTY**

The use of the condominium property and other property and Improvements in which the Association owns an interest shall be in accordance with the following provisions as long as the Condominium exists and the building containing the condominium units remain in useful condition and upon the land:

11.01. Each of the units shall be occupied or rented as a commercial unit in accordance with applicable zoning regulations and for no other purpose and except as hereinbefore reserved by Developer, no unit may be divided or subdivided into a smaller unit, nor may any portion thereof be sold or otherwise transferred, without first amending this Declaration as hereinabove provided to show the changes to be affected in the units.

11.02. No nuisances shall be allowed or permitted upon the Condominium property or any property in which the Association owns an interest, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property or any property in which the Association owns an interest by the residents thereof be allowed or permitted. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed or permitted to accumulate nor any fire hazard allowed or permitted to exist. No unit owner shall make or permit any use of his unit or make or permit any use of the common elements, limited common elements or any property in which the Association owns an interest which shall increase the cost of insurance on the property.

11.03. No immoral, improper, offensive or unlawful use shall be made of the Condominium property and other property in which the Association owns an interest, nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

11.04. The common elements and any property in which the Association owns an interest shall be used only for the purposes for which they are intended in the



furnishing of services and facilities for the enjoyment and use of the owners of the units.

11.05. Reasonable regulations concerning the use of the Condominium property and other property in which the Association owns an interest may be made and amended from time to time by the Association in the manner provided in this Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners, mortgagees of record and residents of the Condominium upon request.

11.06. Until the Developer has closed the sales of all the units in the Condominium, neither the unit owners, contract purchasers nor the Association, nor their use of the condominium property, shall interfere with the sale of the units. Developer may make such use of any unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, display of signs, and storage of materials.

11.07. Except as provided in Article 11.08 below, Unit owners shall show no advertisement or notice of any type on the common elements, or in or upon his unit and shall erect no exterior antenna or aerials upon any portion or part of his unit or the common elements.

11.08. Signage.

A. Unit Owners shall be allowed to place one (1) rectangular 8' x 4' sign centered above the unit's garage door as shown in Exhibit "G" attached hereto and made a part hereof.

## **12. SUBJECT TO DECLARATION**

12.01. Each unit owner and every resident of the condominium and all parties joining in this Declaration shall be subject to and shall comply with the terms and conditions of this Declaration and the Exhibits thereto and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a unit owner or resident of the Condominium to comply with the terms of said documents or regulations shall entitle the Association and/or other unit owners to the following relief in addition to the remedies provided by the Condominium Act and by law.

12.02. Each unit owner shall be liable for the expense of any maintenance, repair or replacement of the condominium property or any property in which the Association owns rendered necessary by his willful action or negligence or by the willful action or negligence of any member of his family, employees, agent or lessees.

12.03. In any proceeding arising out of an alleged failure of a unit owner, its agents and/or assigns to comply with the aforementioned documents or regulations, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorney's fees.

12.04. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

### **13. AMENDMENT OF CONDOMINIUM**

13.01. This Declaration may be amended as to all matters, except those described in Section 13.02 and 13.03 below, if the amendment is approved by the Owners of a majority of the Units. Such an amendment shall be evidenced by a certificate of the Condominium Association which shall include the recording data identifying this Declaration and which shall be executed in the form required for execution of a deed. The amendment of the Declaration shall become effective upon the recording of the certificate of amendment in the Public Records of Miami-Dade County, Florida. Provided, however, that no amendment to this Declaration shall be adopted which impairs or prejudices the rights and priorities of the Developer or of Mortgagees without their specific consent thereto.

13.02. No Amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which a Unit Owner shares the Common Expenses 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 all the record Owners of all other Units approve the amendment. Any vote to amend the Declaration relating to a change in percentage of ownership in the Common Elements or sharing of Common Expenses shall be conducted by secret ballot.

13.03. No amendment to the Declaration may permit time-share estates to be created in any Unit of the Condominium, unless the record Owner of each and every Unit of the Condominium and the record owners of liens on each and every Unit of the Condominium join in the execution of the amendment unanimously.

13.04. If there is an omission or error in this Declaration of Condominium, or in other documents required by law to establish this Condominium, the Condominium Association may correct the error or omission by amendment to the Declaration, or the other documents required to create the Condominium, by vote of the Unit Owners. The amendment is effective when passed, approved and a certificate of the amendment is executed and recorded as provided in Section 13.01 above.

13.05. If there is an omission or error in this Declaration of Condominium, or other documents required to establish the Condominium, which would affect the valid existence of the Condominium and which may not be corrected by the amendment



procedures in this Declaration or the Condominium Act, then the Circuit Court of Dade County, Florida, shall have jurisdiction to entertain petitions of one or more of the Unit Owners therein, or of the Condominium Association, to correct the error or omission, and the action may be a class action. All Unit Owners and the Association must be joined as parties to the action. If an action to determine whether the Declaration or other Condominium documents comply with the mandatory requirements for the formation of a Condominium contained in the Condominium Act is not brought within three (3) years of the filing of the Declaration, the Declaration and other documents shall be effective to create a Condominium, whether or not the documents substantially comply with the mandatory requirements of the Condominium Act.

#### **14. TRANSFER OF CONDOMINIUM ASSOCIATION CONTROL**

14.01. As provided in Section 718.301 of the Florida Statutes, prior to, or not more than 60 days after the time that unit owners other than, the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit owners shall accept control. Simultaneously the Developer shall deliver to the Association all property of the unit owners and of the association held or controlled by Developer, including, but not limited to those items required in Section 718.301 of the Florida Statutes.

14.02. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

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

14.02.2. Any action by the Condominium Association that would be detrimental to the sales of units by the Developer; provided, however, than an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

#### **15. CONDOMINIUM MANAGEMENT**

15.01. The Condominium Association may contract for the management and maintenance of the Condominium and authorize the manager to assist the Condominium Association is any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation and By-Laws of the Condominium Association, which notice shall state the nature of the amendment being proposed.

15.02. Premiums for insurance required to be placed by the Condominium Association shall be a Common Expense and shall be paid by the Condominium Association. Should the Condominium Association fail to pay such premiums when due, or should the Condominium Association fail to comply with other insurance requirements imposed by the Institutional Mortgagee owning and holding the total

highest dollar indebtedness against the Condominium Units in the Condominium Property, then said Institutional Mortgagee shall have the right at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, plus interest thereon at the highest legal rate, such Mortgagee shall be subrogated to the assessment and lien rights of the Condominium Association as against the individual Unit Owners for the payment of such item of Common Expense.

## **16. RIGHT OF DEVELOPER TO TRANSACT BUSINESS AND TO SELL OR LEASE UNITS OWNED BY IT**

16.01. In the event and so long as the Developer shall own any Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber such Unit upon any terms and conditions as it shall deem to be in its own best interest.

16.02. Developer reserves the right and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Units in the Condominium, place signs, employ sales personnel, use the Common Elements, show Units and carry on construction activity. Any models, sales office, signs or other items pertaining to sales efforts shall not be considered a part of the Common Elements and shall remain the property of the Developer. This Article 16 may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by the Developer. The rights of the Developer set forth in this Article 16 and the other rights reserved by Developer in the Condominium Documents may be assigned in writing by the Developer in whole or in part.

## **17. TERMINATION**

17.01. The Condominium Property may be removed from the provisions of the Condominium Act only by consent of all of the Unit Owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Units.

17.02. Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

17.03. The termination of the Condominium does not bar the creation of another condominium affecting all or any portion of the Condominium Property.

## **18. PARKING SPACES**



Parking. There are thirty (30) parking spaces including two (2) handicap parking spaces. Parking spaces shall constitute limited common elements to the units to which they may be assigned. Allocation will be made initially by the developer by a recorded written instrument. 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.

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 designation has been made herein.

18.01. Motor Vehicles. No vehicles belonging to a unit owners, 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, shall remain within the parking areas or other common elements for more than 24 hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property.

18.02. No vehicle or obstruction shall be permitted to remain in any guest parking space overnight.

## **19. INSURANCE AND CONDEMNATION PROVISIONS**

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

19.01 All insurance policies upon the Condominium Property shall be purchased by the Association. The names insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements

and certificates of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Board of Directors of the Association, and all policies and their endorsements shall be deposited with the Board of Directors. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and business expense.

## 19.02 Coverage

19.02.01 Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall include:

(A) Protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(B) Protection against such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the Condominium Property, including but not limited to vandalism and malicious mischief; and any other perils

(C) The word "building" whenever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceiling of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage, the unit owners shall be considered additional insureds under the policy.

19.02.02 Public Liability. Public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium owner.

19.02.03 Workmen's Compensation insurance to meet the requirements of the law.

19.02.04 Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

## 19.03 Share of Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall



be paid to the Board of Directors of the Association. The duty of the Board of Directors shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Condominium unit owners and their mortgagees, in the following shares:

19.03.01 Proceeds on account of damage to common elements. An undivided share for each unit owner, such share being the same as the undivided share in the Common elements appurtenant to his unit.

19.03.02. Proceeds on account of damage to Units shall be held in trust in the following undivided shares:

(A) When an individual building is to be restored, for the owners of damaged condominium units, in proportion to the cost of repairing the damage suffered by each condominium unit owner, said cost to be determined by the Association.

(B) When an individual building is not to be restored, an equal share of the proceeds shall be held for each Condominium unit owner in said building.

19.03.03. Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

19.03.04. Reconstruction or Repair after Casualty.

(A) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined pursuant to this Declaration that the condominium shall be terminated.

(2) Condominium Buildings.

(i) Minor Damage. If the damaged improvement is one or more of the condominium buildings and if units to which 50% of the common elements are

appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within ninety days after the casualty it is determined by agreement in the manner provided by this Declaration that the Condominium shall be terminated.

(ii) Major Damage. If the damaged improvement is one or more of the condominium buildings and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement unless in payment of costs of reconstruction and repair were made from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided in this Declaration. Any part of the distribution of surplus to a beneficial owner which is not in excess of special assessments paid by the unit owner into a construction fund shall not be made payable to a mortgagee.

(B) Plans and Specifications. Any reconstruction or repair shall be effected substantially in accordance with the plans and specifications of the original buildings or in accordance with plans and specifications approved by the Board of Directors of the Association and the owners of not less than a majority of the common elements including the owners of all damaged units.

(C) Assessments. Should the proceeds of insurance be insufficient to meet the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair, the proceeds of insurance are insufficient, a special assessment shall be made against all unit owners in an amount to provide sufficient funds for the payment of reconstruction and repair costs. The assessment against unit owners shall be in proportion to said owner's share in the common elements.

(D) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments. These funds shall be disbursed in the following manner:

(1) By the Association for Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association. Provided, however, that upon request to the Association by a mortgagee who is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, the funds shall be disbursed in the manner provided for the reconstruction fund, the fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.



(2) By the Association for Major Damage. If the amount of the estimated costs of reconstruction and repair is more than \$100,000.00, then the construction fund shall be disbursed and payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair were made from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided in this Declaration. Any part of the distribution of surplus to a beneficial owner which is not in excess of special assessments paid by the unit owner into a construction fund shall not be made payable to a mortgagee.

19.03.05. Distribution of Proceeds. Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

(A) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Condominium unit.

(B) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them, This is a covenant for the benefit of, and may be enforced by, the mortgagee of a unit.

19.03.06. Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

#### 19.04 Condemnation.

19.04.01. Deposit of Awards with Board of Directors. The taking of condominium property by condemnation shall be deemed to be a casualty and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Board of Directors. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of

Directors or the Condominium Association, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

19.04.02. Determination Whether to Terminate Condominium. Whether the condominium will be terminated after condemnation will be determined in the manner provided for determining whether property will be reconstructed and repaired after casualty.

19.04.03. Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds. If the Condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made usable as determined by the Board of Directors. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Board of Directors after casualty.

19.04.04. Assessments. If the amount for the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by owners of units after the changes in the condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.

19.04.05. Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the mortgagee of the unit and the Condominium Association, within thirty (30) days after notice by either party the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitration shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes affected by the taking.

19.04.06. Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors of the Condominium Association- provided, however, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit



owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgagee of the unit, the distribution shall be paid jointly to the owner and the mortgagee of the unit.

19.04.07, Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that need be approved only by a majority of the Board of Directors of the Condominium Association.

## **20. LEASE, CONVEYANCE, DISPOSITION**

The lease, conveyance, disposal, and financing of the units by owners shall be subject to the following provisions:

20.01. Association Approval Required. Except for Developer sales no owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Miami-Dade county, Florida Public Records with the deed or other instrument transferring title to the unit.

20.02 Devise or Inheritance. If any unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the unit owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

20.03 Leases. Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at



or before the commencement of the lease term. The minimum leasing period is 30 days and no unit may be leased more than three times per calendar year, unless made more restrictive by the Board.

20.04. Approval Procedure. The approval of the Association shall be obtained as follows:

20.04.01. Written Notice. Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

20.04.02. Association Options. The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

20.05 Closing Date. The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

20.06 Notice of Disapproval. If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 20.04.02), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

20.07. Unapproved Transactions. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

## **21. COMMON EXPENSES AND COMMON SURPLUS**

21.01. Common expenses include the expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Condominium Association and any other expense designated as Common Expense by this Declaration, the Articles of Incorporation, the By-laws or the Condominium Act.

21.02. Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages provided in Exhibit "D" to the Declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

21.03. Common surplus is owned by unit owners in the same shares as their ownership interest in the common elements. Distribution of common surplus shall be made at the discretion of the Board of Directors. Such distributions shall be allocated among all unit owners in proportion to their respective percentage interests in the common elements.

## **22. MISCELLANEOUS**

22.01. If any provisions of the Declaration, or the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provisions, sections, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

22.02. Whatever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their units in the Condominium, unless the Unit Owner has by written notice specified a different address. Notices to the Condominium Association shall be delivered- by regular mail, to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

22.03. Every Unit Owner and the Condominium Association shall be governed by and shall comply with the Condominium Act, this Declaration and the By-Laws. Failure to do so shall entitle the Condominium Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

22.04. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally



construed to effectuate the purpose of creating a uniform plan for the operation of the Condominium. As used herein, the term "member" means and refers to any person, natural or corporate who is a Unit Owner.

22.05. A tenant of any Unit Owner or of the Developer shall have the same right to use the common facilities as the Owner of such Unit.

22.06. A tenant of any unit owner or of the developer shall have the same right to use the common facilities as the owner of such unit.

22.07. All provisions of the Declaration and exhibits attached hereto, and amendments hereof, shall be construed as covenants running with the land, and every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and occupancy of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said declaration and exhibits annexed hereto and any amendments thereof.

22.08. Additional Rights of Mortgagees. (a) A Mortgagee may inspect the books, records and papers of the Condominium Association during normal business hours provided such Mortgagee has submitted a prior written request setting forth the basis for such request; and (b) a Mortgagee shall be notified in writing of any substantial damage or loss to any portion of the Condominium Property.

IN WITNESS WHEREOF, EAST MEDLEY PARTNERS, LTD., a Florida limited partnership, has caused these present to be signed in its name by its undersigned authorized signator this 26 day of February, 2004.

EAST MEDLEY PARTNERS, LTD., a Florida limited partnership

By: [Signature]  
Jonathan E. Aibel, President of Pelmad Corporation, General Partner of East Medley Partners, LTD.

Witnessed by:

[Signature: Estrellita Santana]

Printed Name: Estrellita Santana

[Signature: Karen Baach]

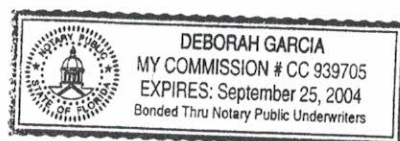
Printed Name: Karen Baach

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Jonathan E. Aibel, as President of Pelmad Corporation, General Partners of EAST MEDLEY PARTNERS, LTD., a Florida limited partnership, who acknowledged before me that they executed the foregoing document as officers of said corporation by powers vested in them. Affiants are personally known to me.

WITNESS my hand and seal this 26 day of February, 2004.

[Signature: Deborah Garcia]  
Notary Public, State of Florida at Large  
Printed Name:





**EXHIBIT "A"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

LEGAL DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM USE:

THE EAST 100.00 FEET OF TRACT 48 OF THE FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 OF SECTION 11, TOWNSHIP 53 SOUTH, PAGE 40 EAST, AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

SEE ATTACHED BY-LAWS



**BY-LAWS  
OF  
EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC.,  
A CORPORATION NOT-FOR-PROFIT**

**ARTICLE I**

This corporation is a corporation not-for-profit, organized and existing under the laws of the State of Florida for the purpose of administering the affairs of East Medley Business Park, a Condominium, pursuant to the Declaration. These By-Laws shall govern the operation of this Association.

**Section 1.** Location of Offices. The office of the corporation shall be at the Property, or at such other place as may subsequently be designated by the Board.

**Section 2.** Seal. The seal of the corporation shall be the name of the corporation, the word "Florida", and the year of incorporation.

**ARTICLE II  
MEMBERSHIP, VOTING PROVISIONS, MEETINGS**

**Section 1. Membership.** Membership in this corporation shall be limited to owners of the units in the condominium. Upon transfer of unit ownership, either voluntarily or by operation of law, the owner shall automatically become a member of this corporation. If unit ownership is vested in more than one person, all of the persons owning a unit shall be eligible to hold office, attend, meetings, etc; but, as hereinafter indicated, the vote of a unit shall be cast by the "Voting Member". If unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member. The Developer, as an owner of unsold units, shall be deemed a member of this corporation.

**Section 2. Voting.**

There shall be one vote appurtenant to each Unit and the total number of votes in the Condominium Association shall equal the total number of Units in the Condominium. If a Unit Owner owns more than one Unit, the Unit Owner shall be entitled to one vote for each Unit owned. If a Unit is owned by more than one person, the manner in which the vote shall be cast shall be determined in the manner provided in Section 5 below.

**Section 3. Quorum.**

Unless otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy at the meeting of Members entitled to cast thirty-three and one-third percent (33-1/3%) of the votes shall constitute a quorum for any action governed by these By-Laws.

#### **Section 4. Proxies.**

At all meetings of Members, each Member may vote in person or by proxy. Any Member may give to a specified Director or to any other Member a proxy to vote on behalf of the absent Member at any meeting. The proxy shall be effective only for the specific meeting for which it is originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the owner executing it. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both of them as a voting member, a proxy must be signed by both in order to designate a third person as proxy.

#### **Section 5. Designation of Voting Member.**

If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a certificate to be filed with the Secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a certificate to be filed with the Secretary, signed by its President or Vice President and attested to by its Secretary or Assistant Secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a unit owned by more than one Person or by a corporation, such Certificate is not on file with the Secretary of the Corporation, the vote of the unit shall be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the unit. If a unit is owned jointly by a husband and wife, the following provisions are applicable:

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

#### **Section 6. Place of Meetings.**



All meetings of the membership shall be held at the Property or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

#### **Section 7. Notices.**

It shall be the duty of the Secretary to send by regular mail or deliver a notice of each annual or special meeting, together with an agenda for such meeting, to each owner and to post a copy of said notice in a conspicuous place on the property at least 4 days, but not more than 30 days, prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. Notice of any meeting where assessments against owners are to be considered, for any reason, shall specifically contain a statement that assessments will be considered and the nature of such assessment.

First, notices of a scheduled election shall be given to each unit owner entitled to vote not less than 60 days before a scheduled election. All notices shall be mailed to or served at the address of the owner as it appears on the books of the corporation.

#### **Section 8. Annual Meetings.**

The annual meeting of the Members for the purpose of electing directors and transacting any other authorized business shall be held in each year beginning in the year in which the Declaration is recorded, at such time, date and place as shall be determined by the Board, but no later than thirteen (13) months from the date of the previous annual meeting.

#### **Section 9. Special Meetings.**

Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, by any two or more members of the Board or upon written request of voting members representing 25 percent of the total number of units. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of hearing.

#### **Section 10. Waiver and Consent.**

Whenever a vote of members is to be taken, the meeting and vote of members may be dispensed with if not less than a majority of voting members shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

#### **Section 11. Adjourned Meetings.**

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

**Section 12. Approval by a Majority.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles, or these By-Laws. As used in these By-Laws, the terms "majority of the Owners" and "majority of the Members" shall mean those Owners having more than fifty (50%) percent of the then total authorized votes present in person or by proxy and voting at any meeting of the Owners and at which a quorum shall have been attained.

**Section 13. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring at the meetings. In the event that the President is unavailable, the President shall appoint another Director to act in his place and stead.

**Section 14. Action Without A Meeting.** Any action which may be taken by the vote of Members at an annual or special meeting, except the election of Board members, may be taken without a meeting as and to the extent permitted by Florida law.

**Section 15. The Management Firm.** There is no initial Management Firm but if the Board approves a Management Contract, the Management Firm shall be entitled to receive notice of and to attend the Corporation's meetings.

### **ARTICLE III BOARD OF DIRECTORS; NUMBER, POWERS, MEETING**

#### **Section 1. Governing Body.**

A. The affairs of the Association shall be governed by a Board of Directors. The number of Directors on the Board shall not be less than three (3) persons or more than seven (7) persons. Until such time as the Developer relinquishes control of the Association, the Developer shall have the right to appoint a majority of the Members of the Board of Directors and approve or disapprove the appointment of all Officers of the Association as more specifically described in Article VI of the Articles.

B. The first board shall hold office and serve until their successors have been elected and qualified. It shall consist of:

JONATHAN E. AIBEL /President  
LORENZO E. ARCE /Secretary  
WILLIAM J. MIRANDA /Vice President



C. The organizational meeting of a newly elected Board shall be held immediately after their election, at such place and time as shall be fixed by the Directors. No notice of the organizational meeting shall be necessary provided a quorum shall be present.

**Section 2. Election of Directors.** Election of Directors shall be conducted in the following manner:

A. **Time of Election.** Except as otherwise provided in these By-Laws, election of Directors shall be held at the annual meeting of Members.

B. **Nominations.** Nominations for Directors and additional directorships created at the meeting may be made from the floor.

C. **Voting Procedure.** The election shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

D. **Vacancies.** Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by the remaining Directors provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of subdivision (f) of these By-Laws shall be filled by the Developer without the necessity of any meeting.

E. **Removal of Directors by Members.** At a duly convened regular or special meeting of them embers at which a quorum is present, a director may be removed, with or without cause, by the affirmative vote or written agreement of the majority of the voting members. A successor may then and there be elected to fill any vacant created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

F. **Rights of Developer.** Notwithstanding anything to the contrary contained in this Article III or otherwise, until a majority of the Directors are elected by Members other than the Developer, neither the first Directors of the Association nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

**Section 3. Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or

by mail, telephone or telecopy, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously on the Common Area at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Members shall not be permitted to participate and need not be recognized at any such meeting.

**Section 4. Special Meetings.** Special meetings of the Board of may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Miami-Dade County, Florida; and at any time. Notice of special meetings shall be given to Members in the manner required for regular meetings, provided that Members shall not be permitted to participate and need not be recognized at any such meeting.

**Section 5. Notice of Special Meetings.** Notice of each special meeting of the Board, stating the time, place and purpose or purposes of the meeting, shall be given by or on behalf of the President, or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail or one (1) day by telephone or telecopy prior to the meeting. Special meetings of the Board may also be held at any place and time without notice to Directors by unanimous waiver of notice by all Directors.

**Section 6. Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

#### **Section 7. Quorum of Board of Directors.**

A. Board Majority. A quorum at a meeting of the Board of Directors shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws.

B. No Quorum. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

C. Joinder of Director. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes of that meeting, shall constitute the presence of that Director except for the purpose of constituting a quorum.



**Section 8. Conduct of Meetings.** The presiding officer at a meeting of the Board of Directors shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside (or may designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

**Section 9. Compensation.** No Director may receive compensation from the Association for acting in such capacity or capacities unless approved by a majority of the Board at a regular or special meeting.

**Section 10. Executive Session.** The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar confidential nature.

**Section 11. Action Without A Formal Meeting.** Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board, may be taken without a meeting provided there is written consent duly executed by all Directors which sets forth the action so taken. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board members have been obtained, except for items discussed in executive session.

**Section 12. Powers and Duties.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of these powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these By-Laws or by any Resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation.

A. preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses all in accordance with the provisions of the Declaration;

B. making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of such assessments, as more particularly set forth in the Declaration, (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in quarterly installments.)

C. collecting the assessments; depositing the proceeds thereof in a financial institution which it shall approve; and using the proceeds to administer the Association;

D. opening of bank accounts on behalf of the Association and designating the signatories required;

E. providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

F. designating, hiring, and dismissing the personnel for the Association necessary for its maintenance, operation, repair, and replacement of the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

G. making and amending Rules and Regulations;

H. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

I. enforcing by legal means the provisions of the Declaration, these By-Laws, and any Rules and Regulations adopted by it and bringing any proceedings which may be instituted by the Association on behalf of or against the Members or Owners;

J. obtaining and carrying insurance against casualties and liabilities, as may be available, as provided in Article VIII of the Declaration, and paying the premium cost thereof; and

K. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. Said books and vouchers accrediting the entries thereupon shall be available for examination by the Members, Owners and their mortgagees, their duly authorized agents, accountants, or attorneys, during reasonable business hours as may be determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting practices.

**Section 14. Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

A. accrual accounting, as defined by generally accepted accounting principles, shall be employed;



B. accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under;

C. cash accounts of the Association shall not be commingled with any other accounts;

D. annual financial reports shall be prepared for the Board of the Association containing a balance sheet as of the last day of the Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year;

**Section 15. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association, provided, however, the Board shall obtain membership approval in the same manner as set forth in Article X, Section 4, of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty (20%) percent of the annual budget of the Association for that fiscal year.

**Section 16. Contractual Rights.** With respect to the Area of Common Responsibility or other Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions.

**Section 17. Hearing Procedure.** The Board shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member, Owner or occupant for violations of these By-Laws unless and until the procedure as set forth in Article XIV, Section 4 of the Declaration is followed.

**Section 18. Developer's Rights.**

A. Notice. Within sixty (60) days after Owners other than the Developer or a successor are entitled to elect or appoint a member or members of the Board, the Association shall call and give not less than thirty (30) days', nor more than forty (40) days' notice, of a meeting of the Owners called for this purpose. The meeting may be called and notice may be given by any Owner in the event the Association fails to do so.

B. Waiver by Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

C. Consent to Amendments. This Article III shall not be modified or amended without the consent of the Developer so long as the Developer shall, in accordance with the terms of these By-Laws, have the right to appoint or cause to be elected any Directors.

## **ARTICLE IV OFFICERS**

**Section 1. Officers.** The officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer. The Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary.

**Section 2. Election, Term of Office Vacancies.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

**Section 3. Removal.** Any officer may be removed at any time by the affirmative vote of a majority of the Board at any duly called regular or special meeting of the Board.

**Section 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

**Section 5. Execution of Documents.** All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

**Section 6. Compensation.** No officer shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board at a regular or special meeting.



## **Section 7. Resignation, Vacancy, Removal.**

A. Resignation. Any Director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified in such resignation and if no time is specified at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Vacancy of the Board. When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting by electing a person who shall serve until the next annual meeting of Members at which time a Director will be elected to complete the remaining portion of the unexpired term.

C. Vacancy in an Office. When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Association.

D. Removal of an Officer. A majority of the Members of the Association present at any regular meeting or special meeting duly called at least in part of the purpose and at which a quorum is present may remove any Director or officer for cause affecting his ability or fitness to perform his duties.

## **ARTICLE V**

### **BOOKS AND RECORDS; DEPOSITORIES; FISCAL YEAR; FISCAL MANAGEMENT**

**Section 1. Inspection.** The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during normal business hours provided such Member has submitted a prior written request setting forth the basis for such request.

**Section 2. Depositories.** The funds of the Association shall be deposited in a bank or banks or in a state or federal savings and loan association in, Miami-Dade County, Florida. Such deposits shall be to an account of the Association under resolutions approved by the Board and the funds deposited shall be withdrawn only over the signature of the Treasurer and countersigned by the President or Vice President. Said funds shall be used only for Association purposes.

**Section 3. Accounting Records.** The Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include an account of receipts and expenditures; an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment or fee, the due dates and amount of each Assessment or fee, the amounts paid upon the account and the balance due; and a register for the names of any mortgage holders

or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default upon request by such lien holders. The Association shall furnish a reasonable written summary of the foregoing to each Owner at least annually. The Board shall present at each annual meeting of the Members a full and clear statement of the business and condition of the Association.

**Section 4. Copy of By-Laws.** The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws as amended or otherwise altered to date certified by the Secretary, which shall be open to inspection by the Owners and all Institutional Mortgagees at all reasonable times during Association office hours.

**Section 5. Record of Addresses.** The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Lot by an Owner shall be recorded in the book, together with the date on which such ownership was transferred in accordance with the provisions of the Declaration.

**Section 6.** The fiscal year of the Association shall be determined by the Board and having been so determined, is subject to change from time to time as the Board shall determine in accordance with the Declaration.

**Section 7.** The Association shall maintain an assessment roll which shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

**Section 8.** The Board of Directors shall adopt a budget and assessment notice for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for such reserves as may be established. The adoption of the budget shall comply with the requirements hereinafter set forth:

A. A copy of the proposed budget of common expenses shall be mailed to each Unit Owner not less than five days prior to the meeting at which the budget will be considered, together with a notice of the meeting indicating the time and place of such meeting.

B. The amount budgeted for each item in such proposed budget shall not exceed 1 1 5% of the amount budgeted for such item in the budget for the preceding year, provided, however, the amount for each such increase may be approved by a vote of approval by the owners entitled to cast a majority of the Votes in the Condominium. Such vote shall be taken, if necessary, at the meeting at which the budget will be considered.



C. Anything to the contrary notwithstanding, the Board of Directors may, in any event, propose a budget to the Unit Owners at a meeting of members or in writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be re-examined by the Unit Owners.

**Section 9.** In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of paragraph 3 above, the directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for special membership meetings, and such budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

**Section 10.** Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually in advance on or before thirty (30) days preceding the commencement of the fiscal year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing on the first day of the next ensuing month. Provided, however, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency or collecting the annual assessment, or a portion thereof, in advance.

**Section 11. Special Assessments.** Special assessments, if required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds:

A. Those chargeable to all members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the common elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the members at a duly convened meeting, and

B. Those assessed against one member alone to cover repairs or maintenance for which such member is responsible and which he has failed to make,

which failure impairs the value of or endangers the common elements of the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit.

**Section 12.** Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, the Board of Directors shall report to the Unit Owners at the annual meeting of such owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessment.

**Section 13.** The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

**Section 14.** Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

## **ARTICLE VI ADMINISTRATIVE RULES AND REGULATIONS**

The Board may from time to time adopt rules and regulations, governing the details of the operation of and as are designed to prevent unreasonable interference with the use of the Property by the Members in accordance with the Declaration.

## **ARTICLE VII VIOLATIONS AND DEFAULTS**

In the event of a violation (other than non-payment of an Assessment or fee by an Owner) of any of the provisions of the Declaration, these By-Laws, the Articles or any rules and regulations of the Association, the Association shall, after reasonable notice to cure not to exceed fifteen (15) days, have all rights and remedies provided by law and in the Declaration including without limitation the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay Assessments or fees, the right to foreclose its lien as provided in the Declaration. In every such proceeding the Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees.

If the Association elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect



unpaid Assessments or fees may be prosecuted by the Association without waiving the lien securing such unpaid Assessments or fees.

## **ARTICLE VIII OBLIGATIONS OF OWNERS**

**Section 1. Assessments.** All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments imposed by the Association to meet all expenses of the Association, which may include, without limitation, liability insurance policy premiums and insurance premiums for policies to cover repair and reconstruction work in case of hurricane, fire, flood or other hazard, as more fully provided in the Declaration.

**Section 2. Delinquent Assessments.** All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

## **ARTICLE IX AMENDMENT OF BY-LAWS**

Except where the Declaration or the Articles provides otherwise, these By-Laws may be amended in the following manner:

(1) Prior to the time of the recordation of the Declaration, these By-Laws may be amended, altered or rescinded by an instrument, in writing, signed by all of the then existing Directors.

(2) Amendments to these Bylaws may be proposed by a majority of the Board of Directors of the Association or upon vote of the majority of the Unit Owners, whether meeting as members or by instrument, in writing, signed by them.

(3) Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than 3 days or later than 5 days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a special meeting of the members if required, as herein set forth.

(4) In order for such amendment or amendments to become effective, the same shall be approved by a majority of the entire membership of the Board of Directors and by a majority of the total number of votes of the entire membership of the Association. Thereupon such amendment or amendments to these Bylaws shall be transcribed and certified by the president and secretary of the Association.

(5) Notwithstanding the foregoing, an amendment signed by the owners of all the Units shall become immediately effective.

(6) At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

(7) Notwithstanding anything to the contrary contained herein, no amendment shall discriminate against any Unit Owner nor against any unit or class or group of units unless the Unit Owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer so long as he shall own two or more condominium units in the Condominium, if the Developer is holding said units for sale in the ordinary course of business, and if the effect of the amendment would be to assess the Developer for capital improvements or if the amendment would impair the ability of the Developer to sell said units.

(8) Prohibited Amendments. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or the holder of an Institutional Mortgage of Units without the consent of the Developer and such holder of an Institutional Mortgage in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration.

(9) Said amendment shall be recorded and certified as required by the Act.

## **ARTICLE X ACQUISITION OF UNITS**

**Section 1. Voluntary Sale or Transfer.** Upon receipt of an Owner's written notice of intention to sell or lease, the Board shall have full power and authority to consent to the transaction as specified in said notice, or to designate a person other than the Corporation to purchase or lease the Unit without having to obtain the consent of the Membership. The Board shall have the further right to designate the Corporation as being "willing to purchase, lease or rent" upon the proposed terms, upon the Board's adoption of a resolution to the Membership recommending such purchase or leasing. Notwithstanding the adoption of such resolution and such designation by the Board, the Corporation shall not be bound and shall not purchase or lease, except upon the authorization and approval of an affirmative vote of a majority of Voting Members present at any regular or Special Meeting of Owners.



**Section 2. Acquisition on Foreclosure.** At any foreclosure sale of a Unit, the Board may acquire the Unit being foreclosed, in the name of the Corporation or its designee. The acquisition of a foreclosed Unit shall only be accomplished with the authorization and approval of an affirmative vote of Voting Members casting not less than 60 percent of the total votes of the Voting Members present at any regular or Special Meeting. The term "foreclosure" sale shall never be interpreted as a requirement or obligation on the part of the Board of Corporation to do so. The provisions hereof are permissive in nature and are set forth herein for the purpose of confirming this power in the Board should the requisite approval of Voting Members be obtained. The Board shall not be required to obtain the approval of Owners at the foreclosure sale of a Unit due to the foreclosure of the Corporation's lien for assessments under the provisions of the Declaration, regardless of the sum the Board determines to bid at such foreclosure sale.

## **ARTICLE XI RULES REGULATIONS & RESTRICTIONS**

**Section 1.** The Board may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Property, Common Elements, Limited Common Elements, and any other facilities or services made available to Owners.

**Section 2.** The Board may, from time to time, adopt or amend previous rules and regulations governing and restricting the use and maintenance of Units. Copies of same shall be furnished to each Owner at least 72 hours prior to the time they become effective.

**Section 3. Existing Rules, Regulations and Restrictions.** The rules, regulations and restrictions listed herein shall be deemed to be in effect until amended by the Board and shall apply to and be binding upon all Owners. Owners shall at all times comply with these rules, regulations and restrictions and shall use their best efforts to set that they are observed and complied with by their employees, families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial rules and regulations are as follows:

A. Owners shall not use or permit the use of their units in a manner which would be disturbing to or be a nuisance to other owners, or in a manner which would be illegal, immoral, improper, or which would cause damage, or injury to the reputation of the Property.

B. Nothing shall be done or kept in a unit which will either increase the Corporation's cost of insurance or result in the insurance being canceled.

C. No wasting of property will be permitted.

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

E. No Owner (other than the Developer as provided in the Declaration) shall permit any structural modification or alteration to be made on the exterior of a Unit without first obtaining the written consent of the Corporation, which consent may be withheld in the event that the Board+ determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Property. If the modification or alteration desired by the Owner involves the removal of any permanent interior partition, the Corporation shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.

F. The Corporation shall not have the right to make, or cause to be made, such alterations or improvements to the Common Elements which prejudice the rights of an Owner in the use and enjoyment of his Unit, unless in such instance, such Owner's written consent has been obtained. The making of such alterations and improvements must be approved by the Board and the cost of such alterations or improvements shall be assessed as a common Expense to be collected from all Owners. However, where any alterations or improvements shall be assessed against and collected solely from the Owner exclusively or substantially benefited, such assessment is to be levied in such proportion as may be determined by the Board.

G. All vehicles located on the Condominium Property must be operable. Except in the event of an emergency, no vehicle which cannot operate on its own power shall remain on the Common Elements for more than 24 hours, and no maintenance or repairs of vehicles shall be made on the Common Elements.

H. No vehicle shall be parked so as to impede ingress to or egress from other parking spaces, drives, or roads. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.

I. No Unit Owner, lessee, or visitor of a Unit is permitted to wash, polish and/or wax any motor vehicle within a Unit or Common Elements.

J. All Unit Owners and/or lessees are strictly prohibited from operating or conducting any of the following businesses: automobile mechanics, any fuel engine mechanic shops, body shops, automobile detailing, paint shops, and/or dry cleaning.

K. Payments of monthly assessments shall be made to the Corporation. Payments made in the form of check shall be made to the order of the Corporation. Payments of assessments are due on the first day of each month.



L. No unit owner in whose unit may be located equipment which is used for the benefit of the Common Elements may deny reasonable access to his premises to obtain power or service to such equipment.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

**Section 1. Indemnification.** Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof, in which he may become involved by reason of his being or having been a Director or an Officer of the Corporation. This indemnification shall apply whether or not he is a Director at the time such liabilities or expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or Officer may be entitled.

**Section 2. Liabilities Survive Termination of Membership.** The termination of Membership in the Corporation shall not relieve or release any former Owner or Member from any liability or obligation incurred, under, or in any way connected with the Condominium, during the period of Ownership and Membership, or impair any rights or remedies which the Corporation may have against such Owner and Member, arising out of, or which is in any way connected with, such Ownership and membership.

**Section 3. Limitation of Liabilities.** Notwithstanding the duty of the Corporation and Management Firm (if any) to maintain and repair parts of the Property, the Corporation shall not be liable for injury or damage caused by a latent condition in the Property, nor for injury or damage caused by the elements or other owners or persons.

**Section 4. Parliamentary Rules.** Roberts Rules of Order (latest edition) shall govern the conduct of the Corporation's meetings when not in conflict with the Act, the Declaration or these By-Laws.

### **Section 5. Liens.**

A. All liens against a Unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within 30 days of the date on which the lien attaches. All taxes and special assessments shall be paid before becoming delinquent.

B. An owner shall give notice to the Corporation of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five days after the attaching of the lien.

C. An owner shall give notice to the Corporation of every suit or other proceeding which will or may affect title to his Unit or any part of the Property. Such notice is to be given within five days after the owner receives notice thereof.

### ARTICLE XIII CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect.

In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

The foregoing were adopted as the By-Laws of EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC. a corporation not-for-profit under the laws of the State of Florida this 26 day of February, 2004.

EAST MEDLEY BUSINESS PARK  
CONDOMINIUM ASSOCIATION, INC.

By: 

Jonathan E. Aibel, President

Attest: 

Lorenzo E. Arce, Secretary



**EXHIBIT "C"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

SEE ATTACHED SURVEY OF THE LAND AND GRAPHIC DESCRIPTION  
OF THE PLOT PLAN AND THE IMPROVEMENTS






EAST MEDLEY BUSINESS PARK CONDOMINIUM  
CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, a registered architect, duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements, as described in this Exhibit of the Declaration of Condominium of East Medley Business Park Condominium, have been substantially completed so that this Exhibit of the said Declaration of Condominium, together with the provision of the aforesaid Declaration of Condominium describing the Condominium Property, relating to matters of the as-built site plans and floor plans are accurate representation of the location and dimensions of the improvements as shown in said Exhibit; and further that, the identification, location, and dimensions of the Common Elements and of each Unit can be determined from said materials to the best of my knowledge and belief.

EDUARDO VAZQUEZ, REGISTERED ARCHITECT

Signed this 10 day of OCTOBER, 2003.

By:   
\_\_\_\_\_

Eduardo Vazquez

Registered Architect – AR No. 0014369

State of Florida

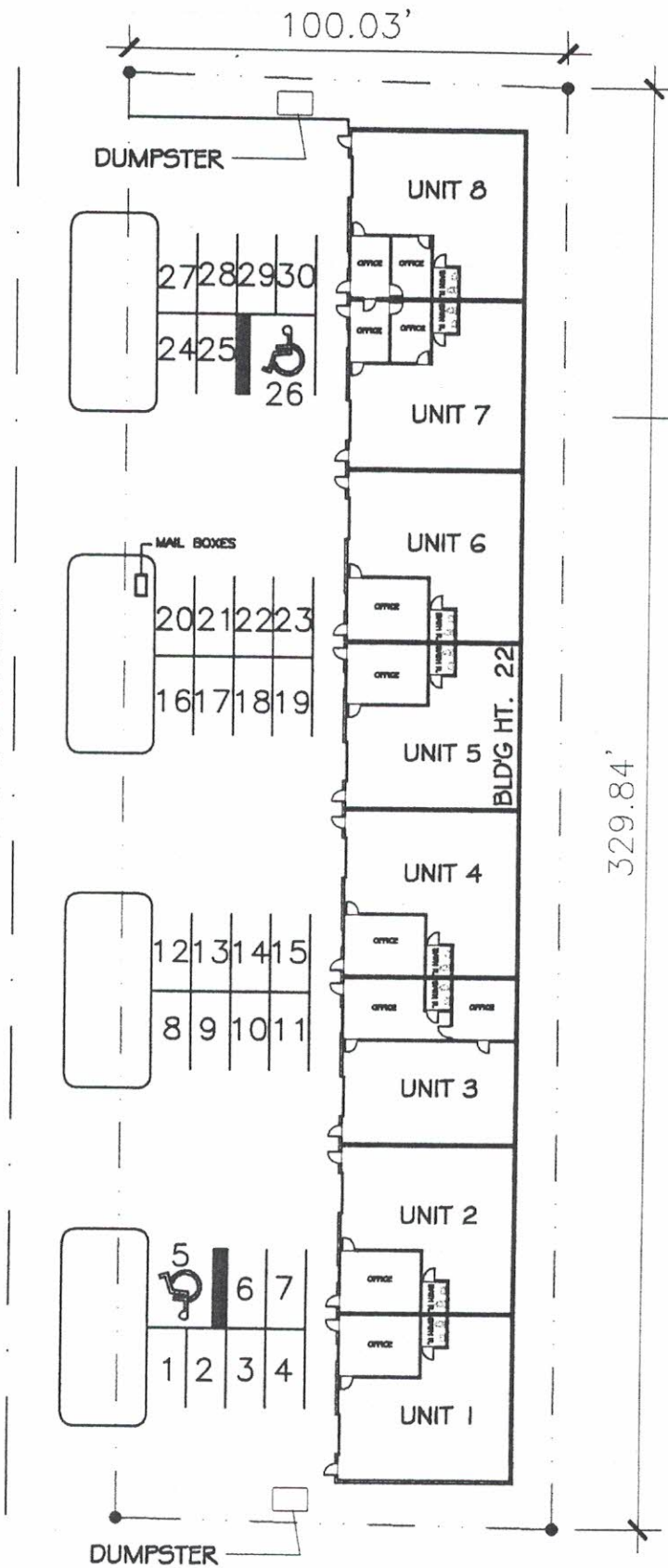
LIMITED COMMON ELEMENTS  
 ASSIGNED PARKING SPACES.

COMMON ELEMENTS

EXTERIOR BUILDING DOORS, WALL DIVIDING UNITS,  
 LANDSCAPING, TRASH/ DUMPSTER, PARKING SPACES, DRIVEWAYS,

TOTAL PARKING SPACES: 30

A/C UNITS ARE APPURTENANT TO THEIR CORRESPONDING UNITS  
 NW. 74 TH AVE.



SITE PLAN

*[Handwritten Signature]*

10-10-03

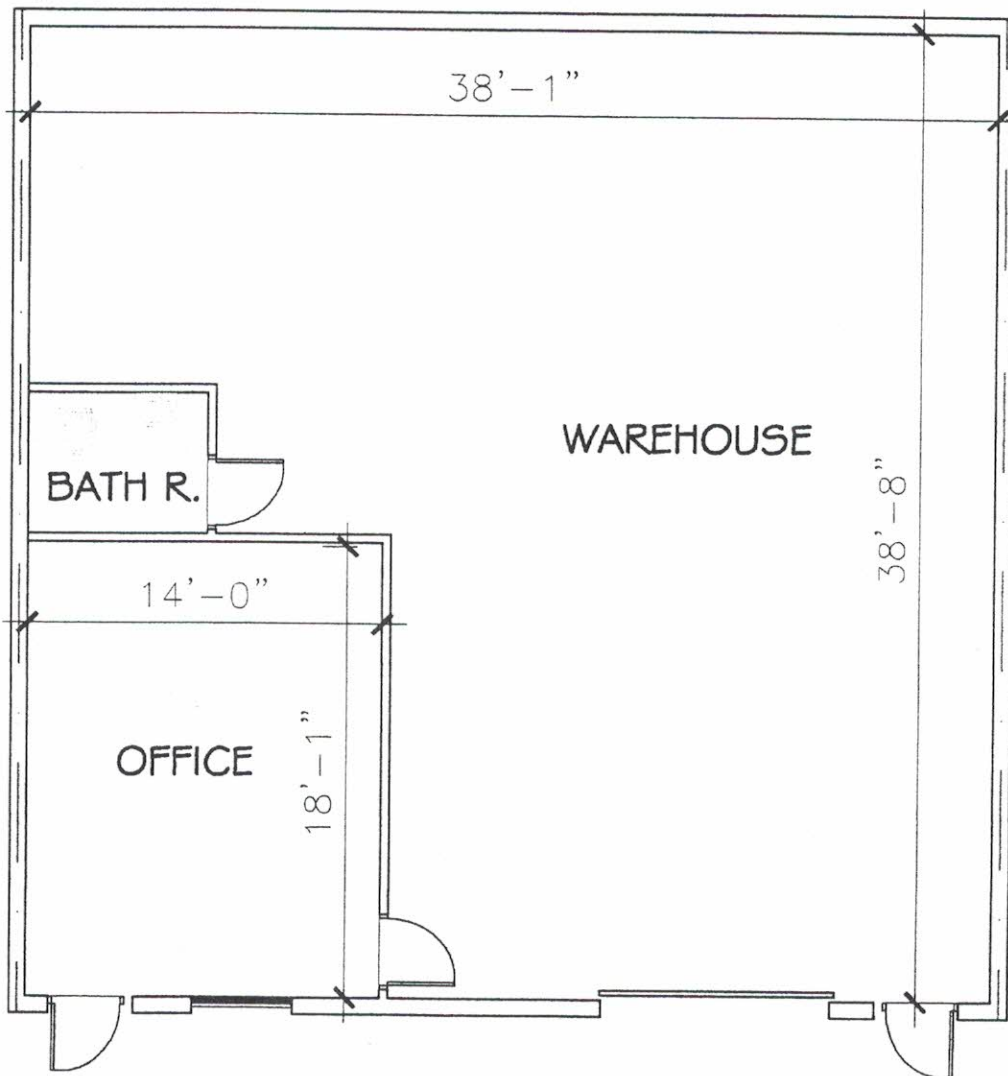
EDUARDO ALBERTO VAZQUEZ, RA

13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY CONDOMINIUM ASSOC.  
 8125 NW 74 TH AVE.  
 MEDLEY, FL



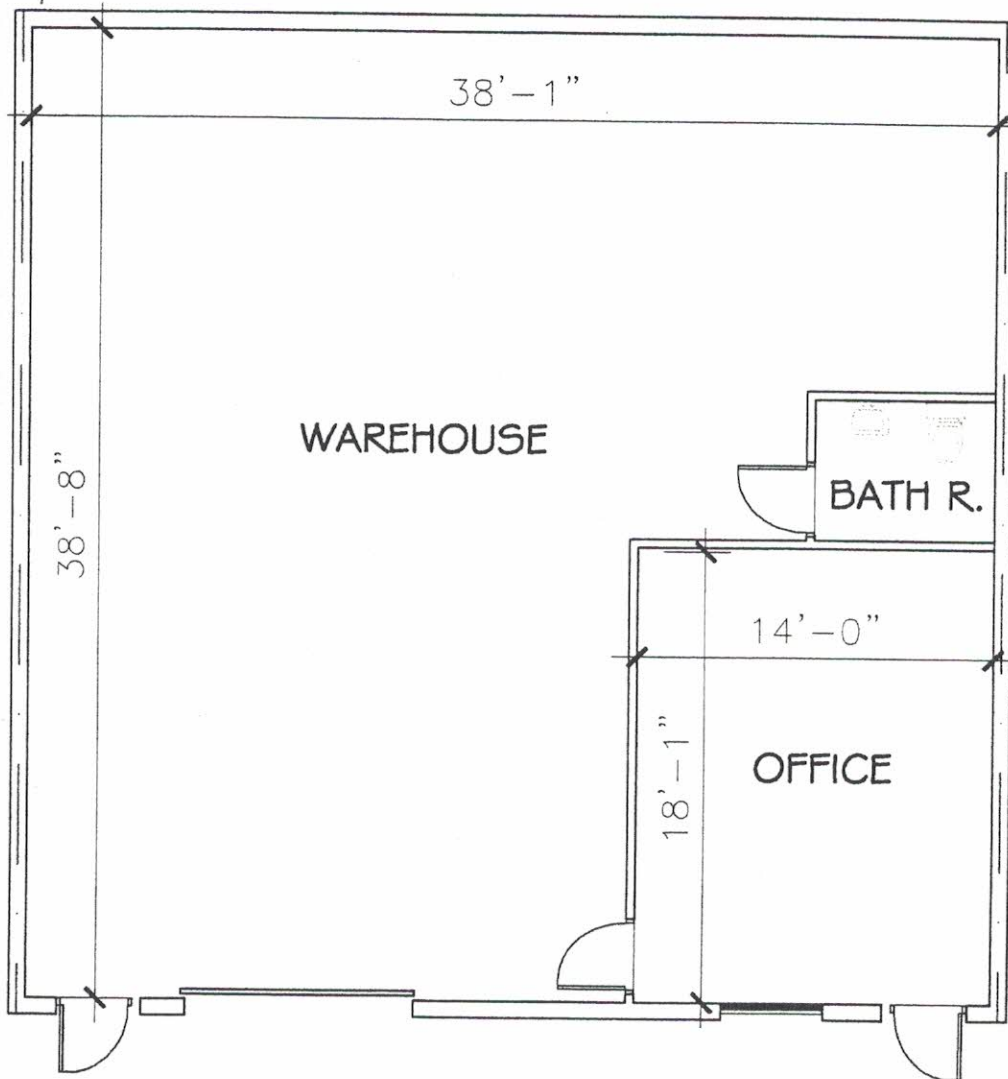


UNIT 1 FLOOR PLAN  
 SCALE  $\frac{1}{8} = 1'-0"$

*[Handwritten signature]*  
 10-10-03

**EDUARDO ALBERTO VAZQUEZ, RA**  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775  
 DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL



UNIT 2 FLOOR PLAN  
 SCALE  $\frac{1}{8} = 1'-0"$

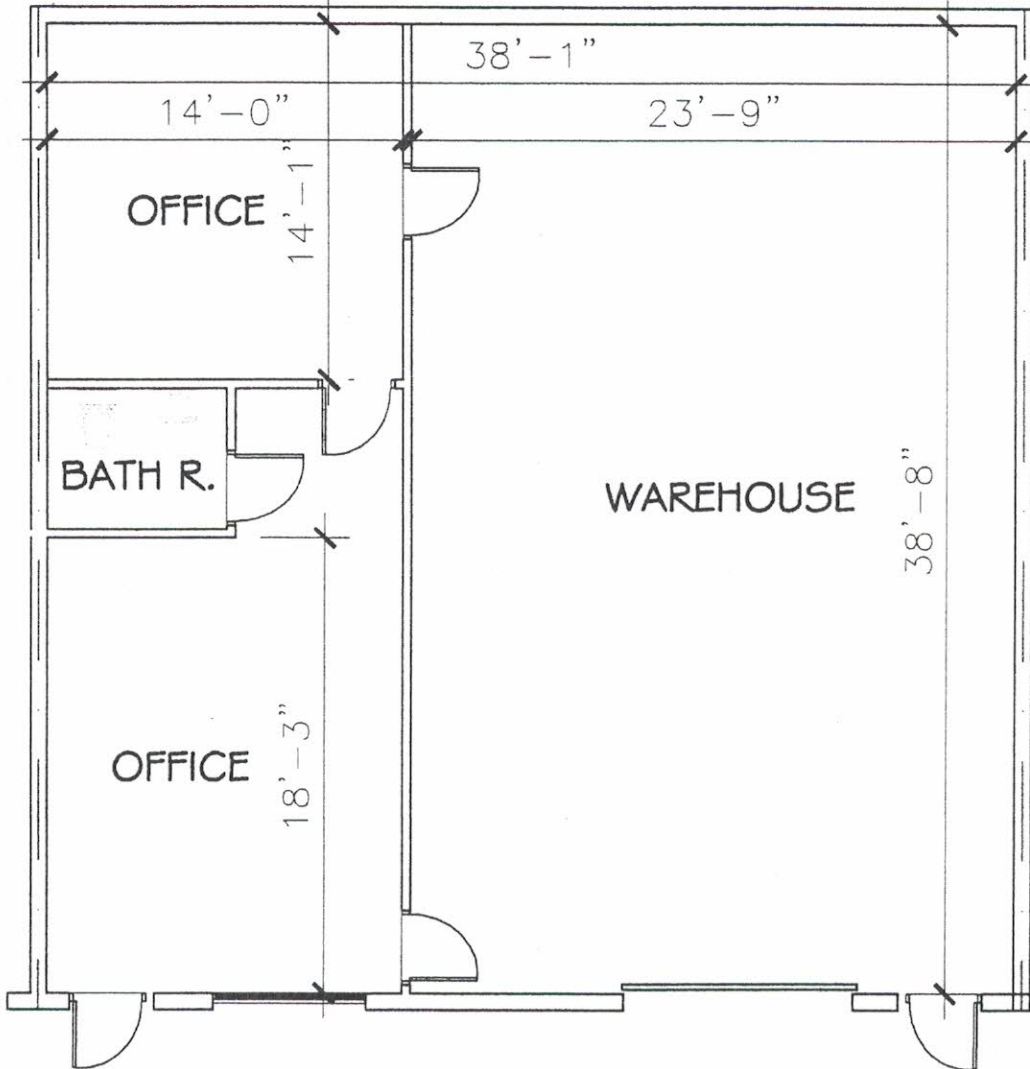
*Signature*  
 10-10-03

**EDUARDO ALBERTO VAZQUEZ, RA**  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL





UNIT 3 FLOOR PLAN  
 SCALE  $\frac{1}{8}'' = 1'-0''$

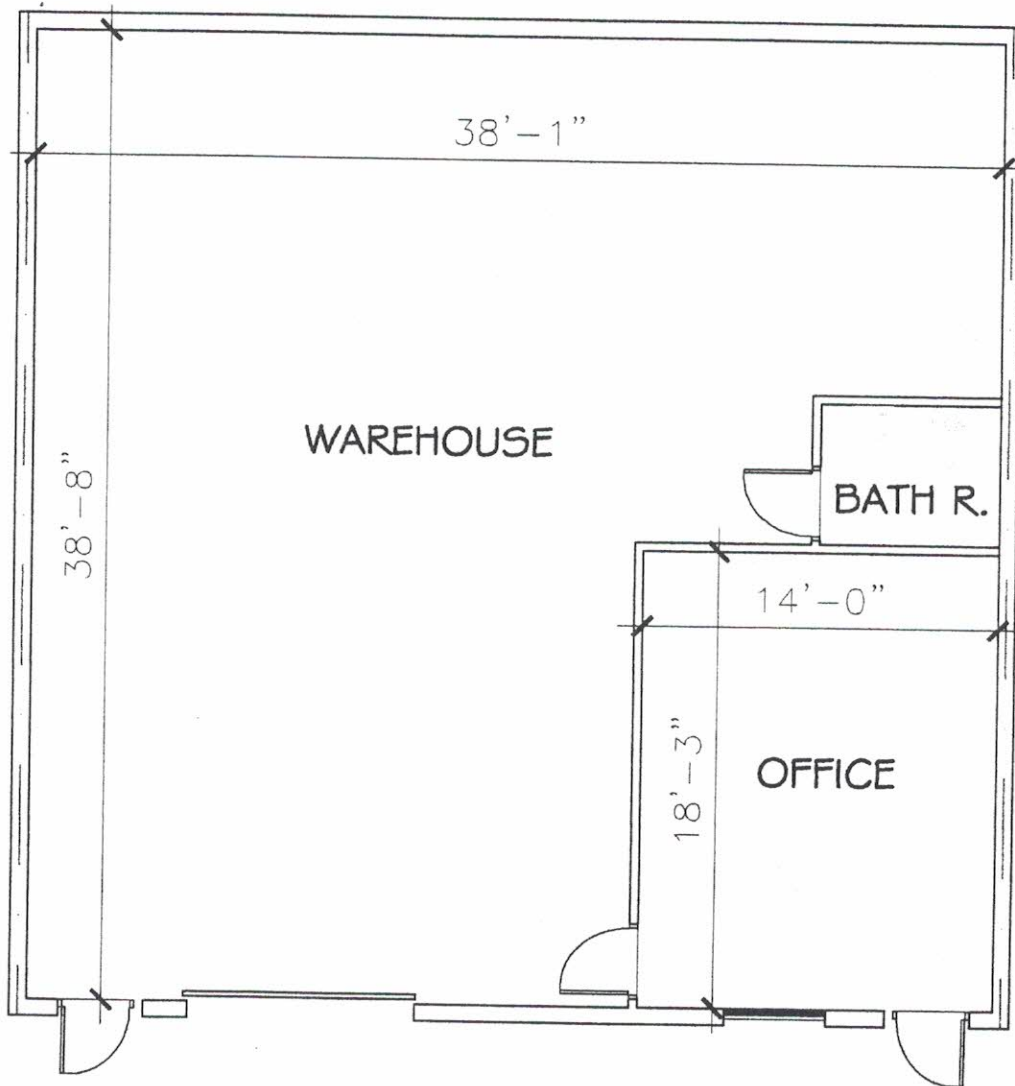
*[Handwritten Signature]*  
 10-10-03

EDUARDO ALBERTO VAZQUEZ, RA

13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL



UNIT 4 FLOOR PLAN  
SCALE  $\frac{1}{8} = 1'-0''$

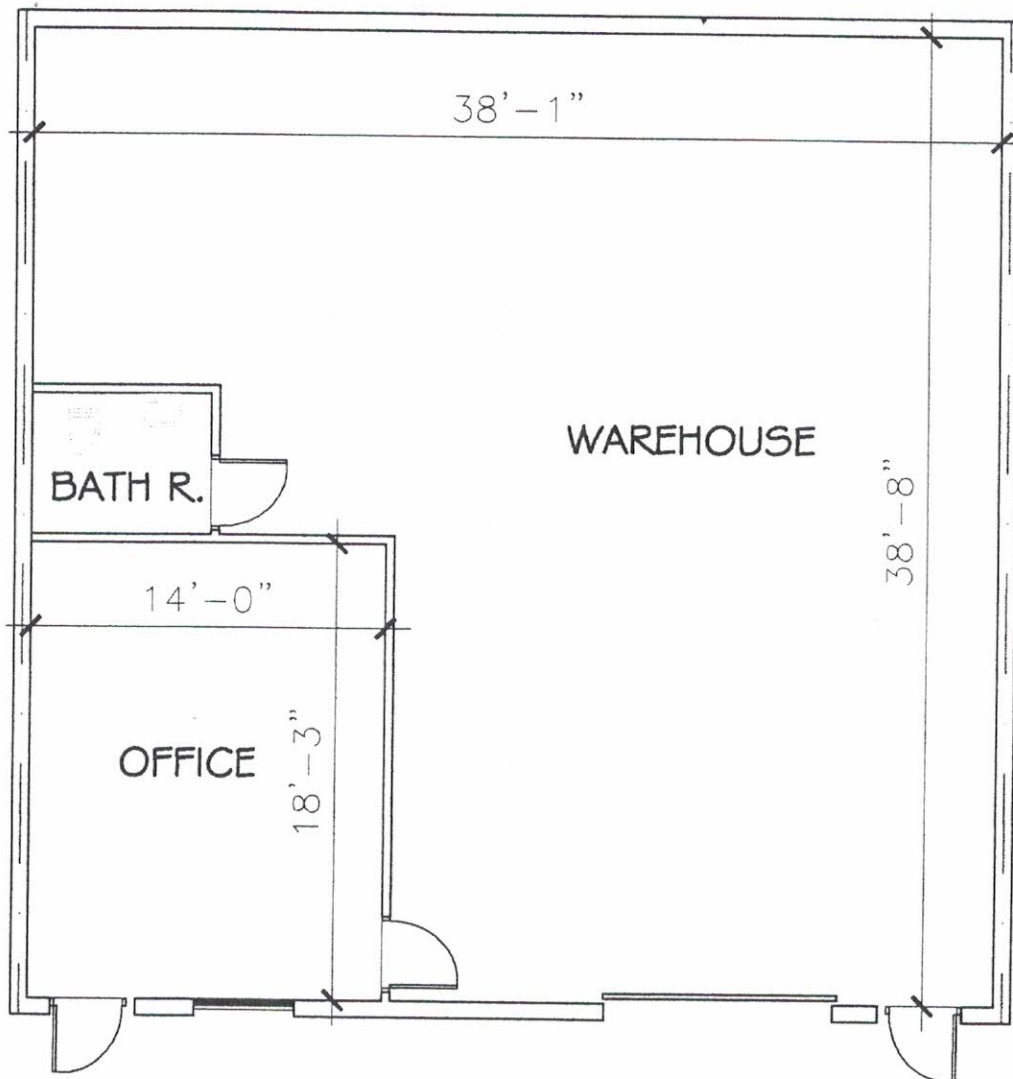
*[Handwritten signature]*  
10/10/03

EDUARDO ALBERTO VAZQUEZ, RA  
13020 SW 120 ST  
MIAMI, FLORIDA 33186  
TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
8125 NW 74 TH AVE.  
MEDLEY, FL





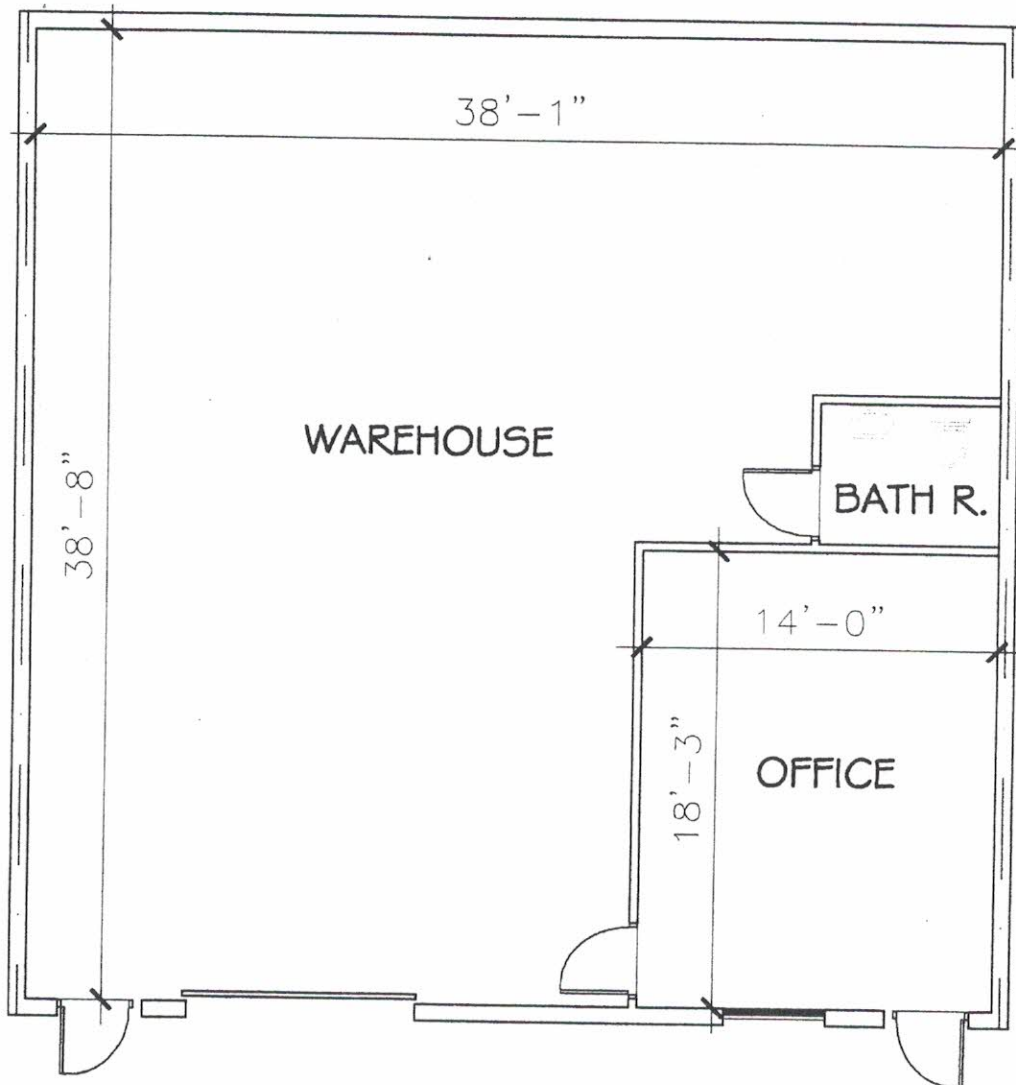
UNIT 5 FLOOR PLAN  
 SCALE  $\frac{1}{8} = 1'-0"$

*[Handwritten signature]*  
 10/10/03

EDUARDO ALBERTO VAZQUEZ, RA  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL



UNIT 6 FLOOR PLAN  
 SCALE  $\frac{1}{8} = 1'-0"$

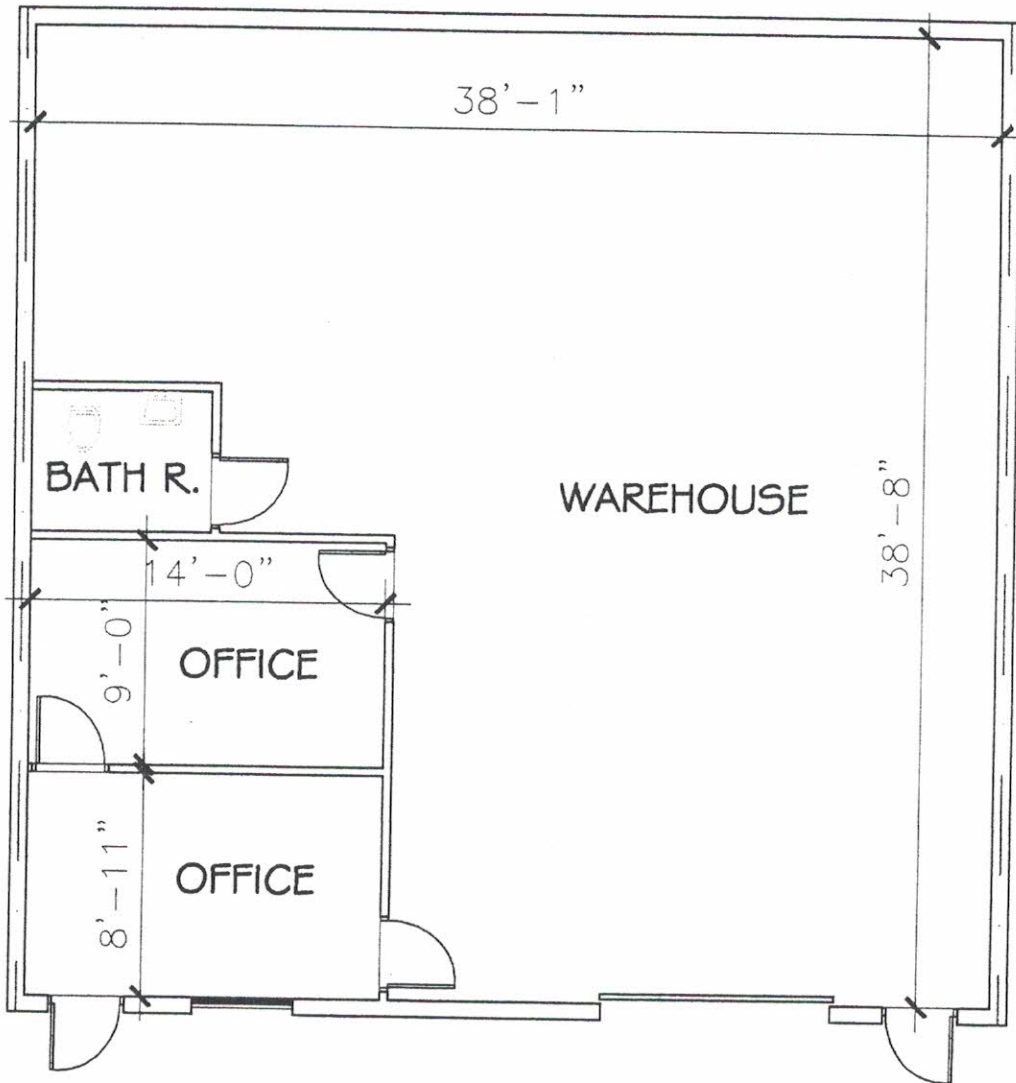
*[Handwritten signature]*  
 10-10-03

EDUARDO ALBERTO VAZQUEZ, RA  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL





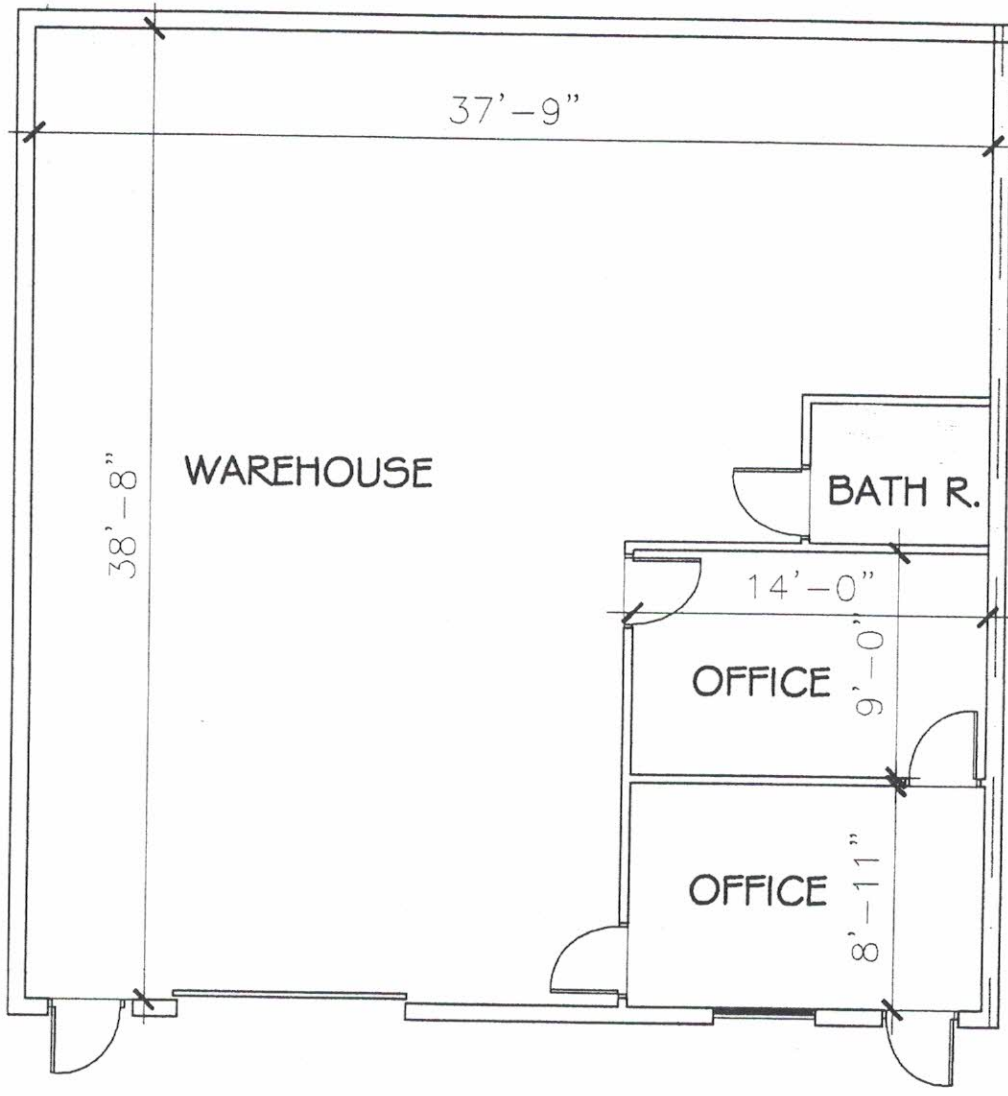
UNIT 7 FLOOR PLAN  
 SCALE  $\frac{1}{8} = 1'-0"$

*Handwritten signature*  
 10-10-03

EDUARDO ALBERTO VAZQUEZ, RA  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL



UNIT 8 FLOOR PLAN  
 SCALE  $\frac{1}{8} = 1'-0"$

*[Handwritten signature]*  
 10-10-03

**EDUARDO ALBERTO VAZQUEZ, RA**  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL



**EXHIBIT "D"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

UNDIVIDED INTEREST OWNED BY EACH UNIT OWNER IN THE COMMON  
ELEMENTS

	<u>Unit</u>	
1.	1	1/8
2.	2	1/8
3.	3	1/8
4.	4	1/8
5.	5	1/8
6.	6	1/8
7.	7	1/8
8.	8	<u>1/8</u>
		8/8

**EXHIBIT "E"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

SEE ATTACHED ARTICLES OF INCORPORATION OF THE ASSOCIATION





FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

November 20, 2003

EXPRESS CORPORATE FILING

The Articles of Incorporation for EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC. were filed on November 20, 2003 and assigned document number N03000010124. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Loria Poole, Document Specialist  
New Filings Section

Letter Number: 303A00063106

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on November 20, 2003, as shown by the records of this office.

The document number of this corporation is N03000010124.



CR2EO22 (2-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twentieth day of November, 2003

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT**

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 20 PM 4:10

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida, and adopt the following articles of incorporation.

**ARTICLE I: NAME**

The name of this corporation is EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the “association,” these articles of incorporation as the “articles,” and the bylaws of the association as the “bylaws.”

**ARTICLE II. TERM OF EXISTENCE**

This association is organized for the purpose of providing an entity under the Florida Condominium Act (“the Act”) for the operation of a condominium located in Miami-Dade County, Florida and known as: **East Medley Business Park Condominium**, created under the declaration of condominium (“the declaration”).

**ARTICLE III. MEMBERS**

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

**ARTICLE IV. INTITIAL REGISTERED OFFICE  
AND REGISTERED AGENT**

The street address of the initial registered office and registered agent of this corporation in the State of Florida shall be:

Jonathan E. Aibel  
6463 SW 107 Street  
Miami, Florida 33156

**ARTICLE V. PRINCIPAL MAILING ADDRESS**

6463 SW 107 Street  
Miami, Florida 33156



**ARTICLE VI. FIRST BOARD OF DIRECTORS**

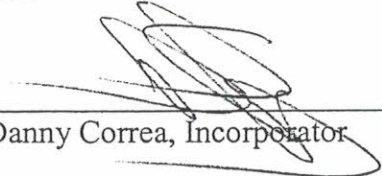
The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

Name	Address
Jonathan E. Aibel/President	6463 SW 107 Street Miami, Florida 33156
Lorenzo E. Arce/Secretary	9321 SW 120 Street Miami, Florida 33176
William J. Miranda/Vice President	5981 SW 136 Street Miami, Florida 33156

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

Name	Address
Danny Correa	Aran Correa & Guarch, P.A. 710 South Dixie Highway Coral Gables, Florida 33146


IN WITNESS WHEREOF the undersigned incorporator has executed these articles of incorporation on this 14<sup>th</sup> day of ~~October~~, 2003.  
November

  
 \_\_\_\_\_  
 Danny Correa, Incorporator

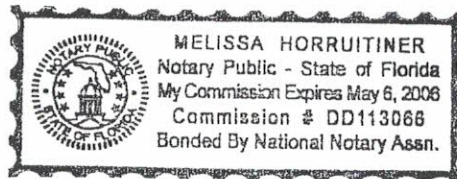
STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI DADE        )

Before me, the undersigned authority, personally appeared Danny Correa, who is personally known to me, and who has sworn and says that the foregoing is true.

Sworn to and subscribed before me this 14<sup>th</sup> day of ~~October~~, 2003.  
November

  
 \_\_\_\_\_  
 Notary Public, State of Florida at Large

Commission Expires:

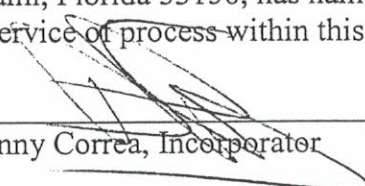


**DESIGNATION AND ACCEPTANCE**

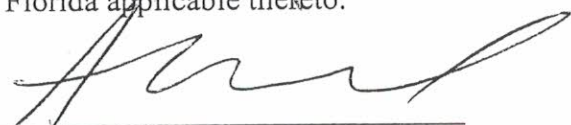
**OF**

**REGISTERED AGENT**

In pursuance of Section 48.091 and Chapter 607, Florida Statutes, EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC. having filed its Articles of Incorporation contemporaneously herewith, with its registered offices as indicated therein at 6463 SW 107 Street, Miami, Florida 33156, Miami, Florida 33156, has named Jonathan E. Aibel located thereat as its registered agent to accept service of process within this state.

  
\_\_\_\_\_  
Danny Correa, Incorporator

Having been named as registered agent to accept service of process for the above-stated corporation, at the location designated herein, I hereby accept the appointment to act in this capacity, and agree to comply with the laws of Florida applicable thereto.

  
\_\_\_\_\_  
Jonathan E. Aibel, Registered Agent

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 20 PM 1:10

**EXHIBIT "F"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

SEE ATTACHED CONVERSION INSPECTION REPORT AND  
TERMITE INSPECTION REPORT



---

**EduardoAlbertoVazquez**  
**Architect**

13020 SW 120 Street  
Miami Florida 33188  
Telephone (305) 255-2775  
Fax (305) 255-3533

October 10, 2003

Aran Correa & Guarch, P.A.  
710 South Dixie Highway  
Coral Gables, Florida 33146

Re:     **Developer:**                 **East Medley Partners, LTD.**  
  **East Medley Business Park Condominium Association, Inc**  
       **Property Address:**       **8125 NW 74 Ave.**  
  **Medley, Florida**  
       **Inspection Date:**       **October 8, 2003**

Dear Mr. Correa:

Per your request I am submitting this "Disclosure of Conditions" of the above referenced Commercial Warehouse Complex. The Complex consists of one structure with 8 units built approximately in 1998. The structures are constructed of concrete block walls with stucco finish and Twin Tees Concrete Joists.

This document is in compliance with State Statues 718.616 " Disclosure of Building Conditions". The report was compiled from visual observations conducted on October 8, 2003, and without extensive laboratory testing, environmental or structural studies.

Respectfully Submitted,



Eduardo Alberto Vazquez, RA  
AR 014369

# DISCLOSURE OF STRUCTURE AND FUNCTIONAL SOUNDNESS OF COMPONENTS

**INSPECTION DATE:** October 8, 2003  
**REPORT DATE:** October 10, 2003

**PRIOR USE OF IMPROVEMENTS:** Commercial rental Warehouse/Office Units

## **ROOF:**

The existing roof construction is built up roofing with gravel topping. All the components are in very good condition. The roof is well maintained with an approximate age of 5 years from the date of this inspection. The estimated remaining useful life of the roof is 15 years from date of this inspection. The replacement cost to re-roof is approximately \$32,000.00 or \$4,000.00 per unit.

## **STRUCTURE:**

The building structure was built in approximately 1998 with an age of 5 years. The structure consists of concrete block walls with concrete twin tee joists. The exterior of the building is stucco finish with paint. The structure has the appearance of being structurally sound with no apparent cracks or repairs needed. The remaining useful life expectancy of the structure is 55 years from this inspection. The replacement cost of the structural shell only is approximately \$320,000.00 or \$40,000.00 per unit.

## **FIREPROOFING AND FIRE PROTECTION SYSTEM:**

The warehouse / office units are separated by 1-hour fire rated walls of concrete block walls. The systems were installed in 1998 with an age of 5 years, and an estimated remaining useful life of 55 years. The units exit directly to the exterior with an exit door from the warehouse and an exit door from the office area. The unit ceiling is non-combustible material and is above 20' from finished floor. Each unit has a fire extinguisher less than six month old with a replacement cost of \$480.00 or \$60.00 per unit.

## **ELEVATORS:**

The building has no existing elevators.

## **HEAT AND COOLING SYSTEMS:**

Each unit has its independent air handler units. No other common areas with heat and cooling systems.

## **PLUMBING:**

The only common plumbing systems in the buildings are hose bibs which are in good operating conditions. The systems were installed 5 years ago from the date of this inspection. The estimated remaining useful life is 34 years. The replacement cost of the common plumbing system is \$2,800.00, or \$450.00 per unit.

## **ELECTRICAL:**


The common electrical lighting system includes wall mounted exterior fixtures. The parking area has wall mounted light fixtures. Both lighting systems are in good condition. The fixtures are 5 years old with a remaining useful life of 25 years from the date of this inspection. The total replacement cost is \$2,400.00 or \$300.00 per unit.

## **POOL AREA:**

The Building has no pool area.

## **PAVEMENT AND PARKING AREAS:**

The parking area is in good condition and is structurally and functionally sound with a total of 30 parking spaces. The parking area and drives have been re-surfaced with in the past year. The age of the paving is 1 year with a remaining useful life of 30 years. The replacement cost of \$ 12,500.00 or a per-unit cost of \$ 1,562.50.



10-10-03

**DRAINAGE SYSTEM:**

The existing parking drainage system consists of catch basins and surface drainage. The system is witnessed in working condition. The age of the system is 5 years with a remaining useful life of 25 years. The total replacement cost is \$3,000.00 or a per-unit cost of \$ 375.00.

**Please note all estimated useful life expectancies noted in the above report are calculated from the date of inspection.**



10-10-03



**EXHIBIT "H"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

SEE ATTACHED WARRANTY DEED

OFF. REC. 1812210808

This Document Prepared By and Return to:

Raymond L. Robinson, Esq.  
Raymond L. Robinson, P.A.  
1501 Veneta Avenue  
Suite 300  
Coral Gables, FL 33146

98R253536 1998 MAY 28 14:18

Parcel ID Number: 22-3011-002-0470

Grantee #1 TIN:

Grantee #2 TIN:

DGCSTPOEE 510.00 SURTY 382.50  
HARVEY RUVIN, CLERK DADE COUNTY, FL

# Warranty Deed

This Indenture, Made this 10th day of April, 1998, Between  
PELMAD CORPORATION, A FLORIDA CORPORATION

of the County of DADE, State of Florida, grantor, and  
EAST MEDLEY PARTNERS, LTD., A FLORIDA LIMITED PARTNERSHIP

whose address is: 10598 NW SOUTH RIVER DRIVE, MEDLEY, FL 33178

of the County of DADE, State of Florida, granted.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEES, heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of DADE, State of Florida, to wit:

THE EAST 100.00 FEET OF TRACT 48 OF THE FLORIDA FRUITLANDS COMPANY'S  
SUBDIVISION NO. 1 OF SECTION 11, TOWNSHIP 53 SOUTH, RANGE 40 EAST, AS  
RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF DADE  
COUNTY, FLORIDA.

RECORDED IN OFFICE OF CLERK OF DADE COUNTY, FLORIDA  
RECORD SERIES  
HARVEY RUVIN

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever  
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

PELMAD CORPORATION, A FLORIDA CORPORATION  
*[Signature]* By: *[Signature]* (Seal)  
Printed Name: HELEN O'NEILL JONATHAN E. AIBEL, PRESIDENT  
Witness P.O. Address: 10598 NW SOUTH RIVER DRIVE, MEDLEY, FL 33178

*[Signature]*  
Printed Name: [Signature]  
Witness

STATE OF Florida (Corporate Seal)  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 10th day of April, 1998, by  
JONATHAN E. AIBEL, PRESIDENT AND CEO, on  
behalf of the corporation  
who is personally known to me or who has produced his Florida driver's license as identification.

*[Signature]*  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION # 00 067007  
EXPIRES: September 26, 2000  
Renew This Every Public Underwriting





<u>RESERVES</u>	<u>BEGINNING BALANCE ESTIMATED LIFE</u>	<u>COST REPLACEMENT</u>	<u>ANNUAL RESERVE</u>	<u>OF RESERVE ACCOUNT</u>
Roof Replacement	15 years	\$32,000.00	\$2,133.33	0
Exterior Painting	70 years	\$5,000.00	\$714.29	0
Pavement Resurface	30 years	\$12,500.00	\$416.67	0
TOTAL EXPENSES WITH RESERVES:		<u>\$49,500.00</u>	<u>3,264.29</u>	

- The estimated useful life is equivalent to the estimated life stated above.

# Michelin Service Company, Inc.

7254 N.W. 34 Street  
Miami, FL 33122

#1145 Termite Inspection Report

Invoice #

(305) 594-2091 FAX (305) 591-1481 Wats (800) 683-1243

Seller \_\_\_\_\_ Buyer \_\_\_\_\_  
Realtor \_\_\_\_\_ Mortgage Co. \_\_\_\_\_  
Billing Address \_\_\_\_\_ Inspection or Treatment Fee \_\_\_\_\_

## Wood Destroying Organisms Inspection Report

Section 482.226, Florida Statutes

Licensee Name Michelin Service Co. License Number JB 3098  
Licensee Address 7254 NW 34 St. Miami, FL 33122  
Inspector J. Darryl Brooks Inspection Date 10/3/03 Id. Card No. JE 28218  
Requested by Pelmad Corp Address 10598 N.W. S. RIVER DR. MEDLEY, FL 33178  
Property Inspected (Address) 8125 N.W. 74 Ave.  
Specific Structures Inspected commercial building  
Structures on Property NOT Inspected None  
Areas of structure NOT inspected None  
Reason NOT Inspecting n/a

### SCOPE OF INSPECTION

"Wood-destroying organism" means anthropod or plant life which damages and can reinfest seasoned wood in a structure, namely termites, powder post beetles, oldhouse bores, and wood decaying fungi.

This report is made on the basis of what was visible and accessible at the time of the inspection and is not an opinion covering areas such as, but not necessarily limited to those that are enclosed or inaccessible, areas concealed by wall covering, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspections would necessitate removing or defacing any part of the structure.

This is not a structural damage report. A wood-destroying organisms, inspector is not ordinarily a construction or building trade expert and therefore is not expected any special qualifications which would enable him to attest to the structural soundness of the property. If visible damage or other evidence is noted in this report (item number (3) of this report), further investigation by qualified experts of the building trade should be made to determine the structural soundness of the property.

This report shall not be construed to constitute a guarantee of the absence of wood-destroying organisms or damage or other evidence unless this report specifically states herein the extent of such guarantee.

### REPORT OF FINDINGS

- Visible evidence of wood-destroying organisms observed: NO  YES   
Common name of organism \_\_\_\_\_ Location \_\_\_\_\_
- Live wood-destroying organism observed: NO  YES   
Common name of organism \_\_\_\_\_ Location \_\_\_\_\_
- Visible damage observed: NO  YES   
Common name of organism \_\_\_\_\_ Location \_\_\_\_\_
- Visible evidence of previous treatment as observed: NO  YES   
Explain: \_\_\_\_\_
- This company has treated the structure(s) at the time of inspection: NO  YES   
If YES, a copy of the contract is attached. Organisms treated: \_\_\_\_\_  
Pesticide used \_\_\_\_\_
- This company has treated the structure(s): NO  YES   
If YES, date of treatment common name of organism \_\_\_\_\_  
common name of pesticide \_\_\_\_\_
- A notice of this inspection  and / or treatment  has been affixed to the structure(s).  
Location of notice(s) warehouse

Comments \_\_\_\_\_

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than inspection purposes.

Send report to person who requested this inspection and to: \_\_\_\_\_

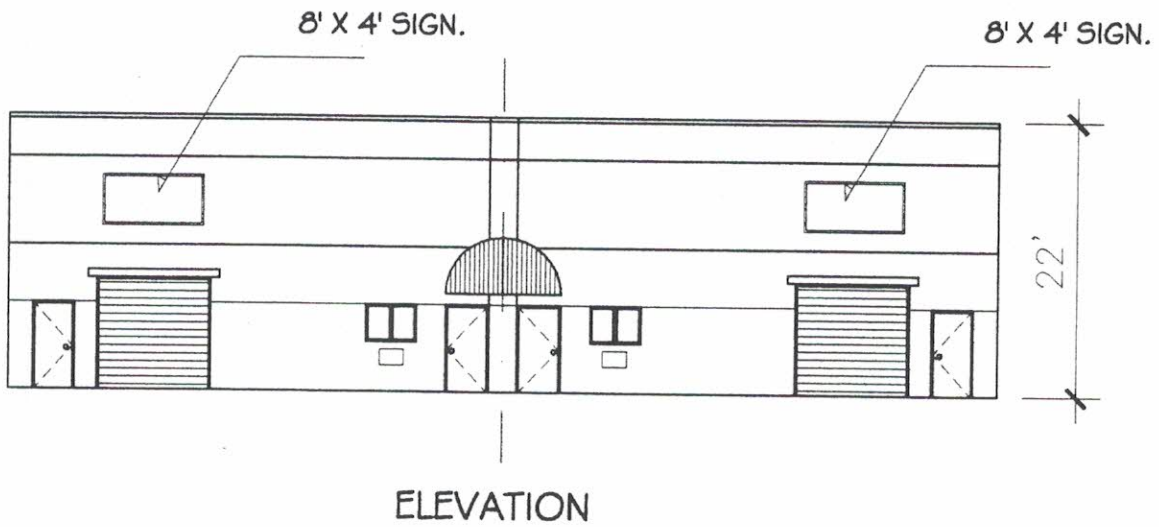
Signature of licensee or Agent \_\_\_\_\_ Date 10/7/03  
0645 (1145) \_\_\_\_\_  
Date \_\_\_\_\_

V. 11-92 (obsoletes previous editions)

**EXHIBIT "G"**  
TO THE DECLARATION OF CONDOMINIUM OF  
EAST MEDLEY BUSINESS PARK, A CONDOMINIUM

SEE ATTACHED SIGNAGE





*[Handwritten signature]*  
 10/10/03

EDUARDO ALBERTO VAZQUEZ, RA  
 13020 SW 120 ST  
 MIAMI, FLORIDA 33186  
 TEL.: (305) 255-2775

DATE: OCTOBER 10, 2003

EAST MEDLEY BUSINESS PARK  
 8125 NW 74 TH AVE.  
 MEDLEY, FL