



CFN 2006R1205661
 DR Bk 25086 Pgs 1439 - 1493 (55pgs)
 RECORDED 11/09/2006 15:27:08
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

ATTY:
 305.
 670-8599

Prepared by and return to:
 James M Schiff, Esq.
 9130 S. Dadeland Blvd - Suite PH - 1A
 Miami, FL 33156

DECLARATION OF CONDOMINIUM
 ESTABLISHING
 SAKHIL CENTER AT DORAL, A CONDOMINIUM

SUBMISSION STATEMENT

Sakhil Investments, LLC., a Florida Limited Liability Company, (hereafter the "Developer"), pursuant to Chapter 718, Florida Statutes, is the owner of the fee simple title to that certain real property in Miami-Dade County, Florida legally described in Exhibit A attached hereto and as shown in the survey attached as Exhibit B hereto. Developer hereby submits said real property and the existing and proposed improvements thereon and appurtenances thereto to the condominium form of ownership and declares same a condominium.

All restrictions, reservations, covenants, conditions and easements contained in this Declaration and its exhibits shall constitute covenants running with the land or equitable servitudes upon the land and shall be binding on each Unit Owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise, or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation, Bylaws and Rules and Regulations of the condominium association. Both the burdens imposed and the benefits provided shall run with the title to each unit and their appurtenant interests in the common elements as defined herein.

I. Name - The name by which this condominium is to be identified is Sakhil Center at Doral, a Condominium.

II. Definitions - The following terms, when used in this Declaration, in the exhibits hereto, and as these instruments may hereafter be amended, shall have the meanings stated in The Condominium Act except where the context otherwise requires:

- a) "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
- b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
- c) "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- d) "Association" or "Condominium Association" means Sakhil Center at Doral Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.
- e) "Board" or "Board of Directors" means the board of directors, from time to time, of the Association. The qualifications for membership on the Board are as set forth in the Bylaws of the Association.

DC

1

No 2234

55

- f) "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- g) "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- h) "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or to take action on behalf of the Board.
- i) "Common Elements" mean and include:
 - (a) The portions of the Condominium Property which are not included within the Units, including the land set out in the Site Plan on Exhibit C hereto.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- j) "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws and all "other expenses" shown on the Developer's budget for the first fiscal year of operation (as shown in Exhibit I in the Prospectus). For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) if applicable, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; (d) the real property taxes, assessments and other maintenance expenses attributable to any Units acquired by the Association; and (e) any unpaid share of common expenses or assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common expenses shall not include any separate obligations of individual Unit Owners.
- k) "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- l) "Condominium Parcel" means a Unit together with the undivided share in the common elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- m) "Condominium Property" means the Land, Improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- n) "County" means the County of Miami-Dade, State of Florida.
- o) "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as the same may be amended from time to time.
- p) "Developer" means Sakhil Investments, LLC, a Florida Limited Liability Company, its successors and such of its assigns as to which the rights of Developer hereunder are

specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

- q) "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.
- r) "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building(s).
- s) "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- t) "Limited Common Elements" mean those common elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to common elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- u) "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- v) "Unit" means a part of the condominium property which is subject to exclusive ownership.
- w) "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

III. Land Included - The legal description of the land submitted hereby is set forth in Exhibit A attached and made a part hereof.

IV. Identification of Units

Section 1. There are 13 units in this condominium. All units shall be used only for commercial purposes as allowed by applicable zoning ordinances and the use restrictions contained in this Declaration. Each unit is identified by a number as shown on the floor plans attached hereto as part of Exhibit B

Section 2. Each owner shall have exclusive use of such owner's unit. In the event that two adjoining units are purchased by one owner, such units shall be considered as two units for purposes of determining ownership interests, percentages of common expenses and common surplus, voting rights, and all other rights and obligations with respect to such units, whether such units are physically altered into one commercial business location or not.

V. Survey, Plot Plan and Graphic Description of Improvements

Exhibit B attached hereto is a survey of the land, together with a site plan and a graphic description of the improvements in which the units are located. A Statement of Elevation at each floor appears on the site plan.

VI. Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit

The undivided shares in the common elements and common surplus appurtenant to each unit and owned by the owner of the unit are stated on Sheet 2-A of Exhibit B.

VII. Percentages and Manner of Sharing Common Expenses

Each unit owner shall be liable for that percentage of the common expenses as is set forth in Sheet 2-A of Exhibit B hereto equal to the percentage of undivided shares in the common elements appurtenant to his unit.

VIII. The Condominium Association

Section 1. The name of the Association responsible for the operation of this condominium is Sakhil Center at Doral Condominium Association, Inc., a corporation not for profit organized under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit C and made a part hereof. A copy of the By-Laws of the Association are set forth in Exhibit D attached hereto and made a part hereof.

Section 2. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of the Articles of Incorporation, this Declaration of Condominium, the By-laws or the Condominium Act.

Section 3 The Association shall have all of the powers and duties set forth in the Condominium Act and the Declaration of Condominium, Articles of Incorporation, and Bylaws of the Association, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

- a. To levy and collect assessments against members to defray the costs, expenses and obligations of the Condominium;
- b. to use the proceeds of assessments in the exercise of its powers and duties;
- c. to maintain, repair, replace and operate the condominium property, including easements;
- d. to purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners;
- e. to reconstruct improvements after casualty and to further improve the property;
- f. to make and amend reasonable rules and regulations respecting the use of the property in the Condominium;
- g. to enforce by legal means the provisions of The Condominium Act, the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations for the use of the property in the Condominium;
- h. to contract for the management and maintenance of the Condominium, including but not limited to entering contracts with professionals and trade service providers such accountants, attorneys, landscapers, electricians, plumbers, painters, security services, and others, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and regulations, and maintenance, repair and replacement of common property. The Association and its officers and directors shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

i. to employ personnel to perform the services required for proper operation of the Condominium;

j. the irrevocable right of access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein, or for making emergency repairs therein to prevent damage to the common elements or to any unit. In the case of emergencies such as fire, hurricane, plumbing leaks and the like, entry may be made without notice or permission. Each unit owner hereby appoints the Association as his agent for the purposes provided herein.

k. to purchase parcels in the Condominium and to hold; lease, mortgage and convey same, subject, nevertheless to the provisions of the Declaration and/or By-Laws relative thereto;

l. to enter into agreements with the Developer, other condominium associations, or any other legal entity for the maintenance, replacement or repair of any properties used in common with others such as, but not limited to, roads or subdivision-type improvements;

m. the power to levy reasonable fines as allowed by Sec. 718.303(3), Fla. Stats.

n. to maintain accounting and other financial records according to good accounting practices. The financial records shall be open to inspection by the members during normal business hours.

Section 4(a). Official Records – From the inception of the Association, the association shall maintain each of the following items, when applicable, which shall constitute the official records of the association:

1. A copy of the plans, permits, warranties, and other items provided by the Developer pursuant to s. 718.301(4).
2. A photocopy of the recorded Declaration of Condominium and each amendment thereto.
3. A photocopy of the recorded Bylaws of the Association and of each amendment thereto.
4. A certified copy of the Articles of Incorporation of the Association and of each amendment thereto.
5. A copy of the current rules of the Association.
6. A book or books which contain the minutes of all meetings of the Association, of the board of directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years.
7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by unit owners for receiving notices by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked or the owner ceases to be a member of the Association. The Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.
8. All current insurance policies of the Association and condominium.

9. a current copy of any management agreement, lease, or other contract to which the association is a party or under which the Association or the unit owners have an obligation or responsibility.
10. Bills of Sale or transfer for all property owned by the Association.
11. Accounting records for the Association. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:
 - a. accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 - c. All audits, reviews, accounting statements, and financial reports of the Association or condominium.
 - d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.
12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which shall be maintained for a period of 1 year from the date of the election, vote, or meeting to which the document relates.
13. All rental records when the Association is acting as agent for the rental of condominium units.
14. A copy of the current question and answer sheet as described by s. 718.504.
15. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 4(b). The official records shall be maintained within the state. The records shall be made available to a unit owner within 5 working days after receipt of a written request by the board or its designee. This paragraph may be complied with by having a copy of the official records of the association available for inspection or copying on the condominium property.

Section 4(c) - The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of the association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply with this paragraph. The minimum damages shall be \$50.00 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the year-end financial information required by law to ensure their availability to unit owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to unit owners:

1. Any record protected by the lawyer-client privilege as described in s. 90.502, Fla. Stats; and any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
2. Information obtained by an association in connection with the approval of the lease, sale or other transfer of a unit.
3. Medical records of unit owners.

Section 4(d) – The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by this chapter to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

Section 5. No unit owner, other than an officer or Director, shall have any authority to act for the Association.

IX. Membership and Voting Rights

a. Each unit owner shall be a member of the Association. As used in this Declaration, the phrase "unit owner" shall be synonymous with the word "member".

b. Fractional Voting. - There shall be a total of 1000 membership votes in the condominium. The number of votes allocated to each unit shall be determined by a formula, as follows: Multiply the percentage share of ownership times 10. The number of votes determined in this manner shall not be rounded off. Thus, a unit with 1.89 percent of the interests in the condominium shall be entitled to 18.9 of the 1000 votes in the entire condominium. The vote of any unit shall not be divisible.

c. Whenever any unit is not owned by one natural person, such as a unit owned by a husband and wife, or two individuals who are not married, or by a corporation, trust, partnership or any other form of legal entity, the owners or entity shall file a "Voting Certificate" with the Secretary of the Association designating the person who shall have the authority to vote or cast ballots on behalf of the unit.

X. Easements

Section 1. Each unit owner shall have and is hereby granted perpetual non-exclusive easements over, across and through the common elements for reasonable ingress and egress to his unit and for the purpose of providing normal utility services thereto. Each unit owner shall have and is hereby granted over and through the common elements and the walls, ceilings, and floors of other units, such perpetual easements as are reasonably necessary to provide heating and air conditioning and utility services to his unit, which easements shall be at the locations of the lines and facilities as originally constructed. Each unit owner shall have and is hereby granted a perpetual easement over and across adjoining units and common elements for any encroachment due to inadvertent variations between the location of his unit as shown on the survey, site plan or floor plans, and the location of his unit as actually constructed. These easements shall all run with the land.

Section 2. The Developer further reserves unto itself, its successors and assigns, the right to give and grant such additional easements over, under and upon the common elements of the

condominium as may be reasonably needed for utility services including, but not limited to, sewer, water, telephone and electrical, and other purposes reasonably necessary for the proper development, maintenance or operation of the condominium or the project in which it is located; the Association shall have the same rights.

XI. Amendments

Section 1. Except as otherwise specifically provided herein, this Declaration may be amended:

(a) at a joint meeting of Directors and unit owners; such amendment shall require approval of at least a majority of the entire Board of Directors and approval of unit owners entitled to vote not less than two-thirds (2/3) of the votes of the Association.

Section 2. Amendments affecting only the Articles of Incorporation and By-Laws attached as Exhibits to this Declaration shall be accomplished in the manner set forth in said Articles and By-Laws, anything in this Article to the contrary notwithstanding.

Section 3. Any amendment to this Declaration which affects provisions hereof dealing with reconstruction and repair after casualty, termination of the condominium, the manner of amending this Declaration, voting, assessment liens, subordination of such liens, reserves, insurance, bonds, right to use the common elements, responsibility for maintenance or repair, boundaries of units, interests in the common elements, leasing, sale or transfer of units, or protection of Institutional Mortgagees, or any amendment to this Declaration that in any way impairs, diminishes or prejudices the rights or security of Institutional Mortgagees shall require the written consent of Institutional Mortgagees holding mortgages on at least fifty-one percent (51%) of the units in addition to the approvals required by Section 1 of this Article, provided however that such consent may not be unreasonably withheld.

Section 4. Notwithstanding the provisions of the above Sections, 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:

- a) Assessment of the Developer as a unit owner for capital improvements.
- b) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

Section 5. No amendment to this Declaration or said Articles or By-Laws shall be effective until a certificate of the Association evidencing the amendment has been recorded in the public records of Miami-Dade County, Florida.

Section 6. If any eminent domain proceedings result in some of the units being permanently destroyed or removed from the Condominium, the Declaration shall be amended to equitably reallocate among the remaining units the percentage of common elements, common surplus and common expenses appurtenant to the units destroyed or removed from the condominium. Such an amendment shall be accomplished in the manner provided above in Section 1 of this Article, without regard to the requirements of the other Sections of this Article; however, the amendment shall require written consent of the Institutional Mortgagees holding mortgages on at least fifty-one percent (51%) of the units, which consent may not be unreasonably withheld.

Section 7. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and its exhibits so as to correct any error or omission, or any legal description contained herein, which legal description may have been incorrect for any reason, or any other provision so long as such amendments do not materially and adversely affect the rights of unit owners, lienors, or mortgagees. Where the amendment does not materially and adversely affect the rights of unit owners, lienors or mortgagees, such amendment may be executed and acknowledged by the Developer only, and need not be approved by unit owners, the Association, lienors, or mortgagees. Any amendment materially and adversely affecting the rights or interests

of the Developer's mortgage lender, or the holders of institutional mortgages on individual units, or other government lending agencies, shall require the approval of the mortgagees or agencies so affected; provided however that the consent of such mortgagee or agency shall not be unreasonably withheld.

Section 8. Rights of Construction Lender - Mellon United National Bank, the "Construction Lender", holds a mortgage on the land and improvements now or hereafter existing thereon to secure a loan made by it to the Developer to finance, among other things, construction of those improvements (as amended, renewed or restated from time to time, the "Construction Loan Mortgage"). The Construction Lender shall not be responsible for any of the obligations and liabilities of the Developer, and none of the representations contained in this Declaration or any related documents shall be deemed to have been made by the Construction Lender or impose any obligation on it. All rights, benefits and privileges in favor of the Developer shall inure to the benefit of any person who acquires title to any Unit or Units by virtue of the foreclosure of the Construction Loan Mortgage or a deed-in-lieu of foreclosure. Notwithstanding anything to the contrary elsewhere in this Declaration, while the Construction Loan Mortgage encumbers any Unit or Units, the provisions of this section, as well as others which grant specific rights in favor of Institutional Mortgagees, may not be amended without the prior written consent of the Construction Lender, and no amendment of this Declaration which materially and adversely affects the rights of the Construction Lender may be adopted without such consent; provided however that such consent may not be unreasonably withheld.

XII. Unit Boundaries

The units are as shown on Exhibit B. The upper boundary of each unit shall be the plane or planes of the undecorated, unfinished lower surface of the roof's structural component, extended to the intersection with the perimetrical boundaries as shown on Exhibit B. The lower boundary of each unit shall be the plane or planes of the undecorated, unfinished floor (without carpet, tile, vinyl, wood flooring or similar covering applied to the floor) extended to its intersection with the perimetrical boundaries as shown on Exhibit B and according to the Statement of Elevation of each floor provided in the site plan. The perimetrical boundaries of each unit shall be the vertical plane of the undecorated unfinished (without paint, wallpaper, or similar decoration) interior of the walls bounding the unit as shown in Exhibit B, extended to the intersection with the upper and lower boundaries. These boundaries are more specifically defined on Exhibit B attached hereto.

In areas where the planes described herein do not intersect due to "split-level" floors or ceilings, or offsets in the walls, the unit boundaries shall be as labeled and identified on Exhibit B. Said Exhibit B is incorporated herein by reference and in the event of an inconsistency between the unit boundaries as described herein, and as labeled on Exhibit B, said Exhibit B will govern.

XIII. Common Elements

13.1 The common elements shall include the land which has been submitted to this Declaration by Developer, and all portions of the buildings and other improvements located thereon which are not included within the units, together with such other items as are set forth in the Condominium Act, including, but not limited to easements for support in every portion of a unit which contributes to the support of a building, and property and installations required for furnishing utilities and other services to more than one unit or to the common elements. Anything in the preceding Article notwithstanding, the common elements shall also include all undecorated, finished load-bearing walls and load-bearing structures within the unit boundaries as well as utilities that serve another unit even though they are located within said boundaries.

13.2 No material alteration or substantial additions to the common elements shall be made except upon approval of unit owners holding two-thirds of all the votes of the Association.

XIV. Limited Common Elements

Section 1. Limited Common Elements mean and include those common elements that are reserved for the use of a certain unit or units to the exclusion of other units. References herein to

common elements shall include the limited common elements unless the context otherwise requires.

Section 2. The areas designated as limited common elements on Exhibit B hereof are declared to be Limited Common Elements and are for the sole and exclusive use of the unit owners of the units to which they are physically attached or appurtenant. Such limited common elements include but are not limited to the parking spaces that are assigned to a particular unit. All limited common elements shall be maintained by the Association unless expressly stated otherwise herein. All windows, glass and exterior doors that serve the units, and the components of the air-conditioning/heating system located outside the unit that serve more than one unit, if any, are deemed to be part of the limited common elements and shall be insured by the Association, except for damage to them caused by a unit owner or its invitees.

Section 3. Parking spaces.

Two parking spaces shall be assigned as a limited common element to each of Units 1 - 12. Three parking spaces shall be reserved and maintained for handicapped parking. The Developer reserves the right to assign up to thirty-eight parking spaces to Unit 13. An assignment of a parking space shall not convey title to the parking space but shall convey only the exclusive right of use. As long as a unit owner continues to own his unit, his assigned spaces shall not be reassigned or revoked by the Developer or the Association without the written consent of the unit owner, except that unit owners may agree to exchange parking spaces by written agreement and with the written consent of the Board of Directors, provided that no such agreement shall leave any unit without at least two assigned parking spaces. Such agreement and consent from the Board shall be recorded in the public records.

Section 4. As long as the Developer holds one or more units for sale, the Developer reserves the right to assign the parking spaces not otherwise assigned, identified or reserved under section 3 to any unit for additional consideration.

XV. Common Expenses and Assessments

Section 1. Common expenses shall include (a) all items declared to be common expenses by the Condominium Act or this Declaration, (b) all expenses for administration of the Association, including accounting, legal and other professional fees, postage, telephone, salaries, supplies, and other administrative expenses, (c) management fees paid to any manager, (d) maintenance expenses, including pest control if the Board of Directors elects to provide same, grounds care, building maintenance, and road maintenance, (e) insurance, including liability, hazard, flood, Officers and Directors insurance, and a fidelity bond, (f) security patrols and services if the Board of Directors elects to provide same, (g) water and sewer costs, solid waste collection service, electricity to common elements, (h) any valid charge against the condominium as a whole, (i) payments to reserve accounts as established pursuant to the Condominium Act or hereunder, and (j) all other expenses incurred by the Association in carrying out its duties. Common expenses include all such services that are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium. Common expenses shall include all such costs, whether for services or items provided before or after the date the control of the Board of Directors is transferred from the Developer to the other unit owners. Money or funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. Each unit owner shall pay to the Association the share of common expenses attributable to his unit. Such payments shall be based on an estimated budget for anticipated expenses, and shall be due in advance on a monthly or quarterly basis as determined in the discretion of the Board. The budget shall include reserve accounts if and as required by the Condominium Act.

Section 2. Unpaid assessments shall bear interest at the highest rate allowed by law from the due date until paid. On monthly assessments that are past due by 10 days or more, the Association may also charge an administrative late fee (in addition to such interest) in an amount not to exceed the greater of \$25.00 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent

assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in chapter 687 or section 718.303(3). Assessments shall be made against units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of the association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

Section 3. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon, as provided by the Condominium Act, which lien shall also secure late fees, costs and reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien. Except as provided in Section 4 below as to first mortgages of record, the lien is effective from and shall relate back to the recording of the original declaration.

Section 4(a). A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

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

1. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
2. One percent of the original mortgage debt. The provisions of this paragraph only apply if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known or reasonably discoverable by the mortgagee.

(c) After the Association determines the amount payable by a party who acquires title by foreclosure or by deed in lieu of foreclosure, any remaining unpaid common expenses and regular periodic assessments upon the foreclosed unit shall be a common expense collectible from all unit owners, including such acquirer.

Section 5. Unpaid assessments and interest thereon, together with late fees, costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, shall also be the personal obligation of the unit owner as provided in the Condominium Act.

Section 6. Within 15 days after receiving a written request therefore from a unit owner, purchaser, or mortgagee, the association shall provide a certificate signed by an officer or agent of the association stating all assessments and other moneys owed to the association by the unit owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby. A summary proceeding pursuant to s. 51.011, Fla. Stats., may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorney's fees. Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i), the association or its authorized agent may charge a reasonable fee for the preparation of the certificate.

Section 7. Special Assessments. Should the assessments prove to insufficient to pay the costs of operation of the Condominium, or should an emergency arise, the Board shall have the

authority to levy such additional assessments as it may deem necessary. Written notice of any meeting at which non-emergency special assessments will be considered shall be mailed, delivered or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. The specific purpose or purposes of any special assessment shall be set forth in such written notice. The funds collected pursuant to a special assessment shall be used only for the specific purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus and may, at the discretion of the board, either be returned to the Unit Owners or applied as a credit against future assessments.

XVI. Termination

Section 1. Except as otherwise provided herein under the insurance provisions for termination in the event of a major casualty, the condominium may be terminated and the condominium property removed from the provisions of the Condominium Act by the written consent of unit owners holding ninety (90) percent of the voting interests of the Association and Institutional Mortgagees holding mortgages on ninety (90) percent of the units. The Condominium may also be terminated after a casualty as provided in the Article herein entitled "Insurance" by the written election not to rebuild, as authorized and provided in said Article. Upon termination, the condominium property shall be owned in common by the unit owners, and the undivided share in the property owned in common by each unit owner shall be as follows:

The interior square footage of that owner's unit (as shown on Exhibit B) shall be divided by the total interior square footage of all units (as shown on Exhibit B) in the Condominium. The result of such computation shall be the undivided share that the owner of that unit owns in the condominium property. If an owner owns more than one unit, his share shall be the total of the results of said computation being made with respect to every unit he owns.

Section 2. No termination shall be effective until a written instrument(s), signed by the required number of unit owners and Institutional Mortgagees, has been recorded in the public records of Miami-Dade County, Florida.

XVII. Insurance

Section 1(a). Hazard Insurance - The Association, through its Board of Directors, shall use its best efforts to obtain and maintain adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the association pursuant to paragraph 1(b) below. Adequate insurance may include reasonable deductibles as determined by the Board. The Association may also obtain and maintain liability insurance for directors and officers, insurance for the benefit of association employees, and flood insurance for common elements, association property, and units.

Section 1(b) Every hazard insurance policy issued or renewed to protect the condominium shall provide primary coverage for:

1. All portions of the condominium property located outside the units;
2. The condominium property located inside the units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and
3. All portions of the condominium property for which this Declaration requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "condominium property", "building", "improvements", "insurable improvements", "common elements", "association property", or any other term found in this Declaration which defines the scope of property or casualty insurance that the Association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware,

and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit, and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. The foregoing is intended to establish the property or casualty insuring responsibilities of the Association and those of the individual unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner.

Section 1(c). Every hazard insurance policy issued to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the condominium association that operates the condominium in which such unit owner's unit is located. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the Association as set forth in Section 1(b) above shall be insured by the individual unit owner.

Section 2. All hazard insurance policies purchased by the Association shall be purchased in the name of the Association and shall be payable to the Association to be held and used for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear. The policy shall provide that it may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees to whom mortgagee endorsements have been issued.

Section 3. Application and Distribution of Insurance Proceeds - The proceeds of property insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common elements only - The proceeds paid to the Association for loss of or damage to real property constituting common elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements, or if the damage for which the proceeds were paid shall not be repaired and restored, then the excess shall be paid by the Association to the owners of all units, and their respective mortgagees, jointly, in shares or proportions equal to the undivided interest in the common elements appurtenant to each unit. This is a covenant for the benefit of any mortgagee and may be enforced by any mortgagee. Said remittance shall be made solely to the mortgagee when requested by such mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements, the Association shall deposit with the proceeds, from any Association reserve fund which may have been established for this purpose, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such reserve fund exists, or if any such reserve fund is insufficient to pay the Association such difference, then the Association shall assess the amount of the difference and collect it from all unit owners as a common expense.

2. Units - The proceeds paid to the Association for loss of or damage to the buildings or parts thereof constituting common elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of common elements, then to repairing, replacing or reconstructing the Unit or Units in the buildings which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repairing, replacing or reconstructing of such common elements and Units, or if the damage for which the proceeds were paid shall not be repaired or restored, then the excess shall be paid by the Association to the owners of the damaged or destroyed Units and their respective mortgagees, jointly, in shares or proportions based upon the undivided interest appurtenant to each such unit in the common elements. This is a covenant for the benefit of any mortgagee and may be enforced by any mortgagee. Said remittance shall be made solely to the mortgagee when requested by such mortgagee, if such mortgage provides that the mortgagee has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements, but shall be sufficient to pay the cost of the repairing, replacing or reconstructing of the damaged or destroyed unit or units,

the Association shall charge the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed common elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds shall be assessed by the Association and collected from all unit owners as a common expense, and in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be charged by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

Section 4. Reconstruction or repair after Casualty - Whether, and the manner in which any or all of the condominium property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

1. The Building - (a) Total or Near-total Destruction of the Buildings - If the buildings are totally destroyed or are so damaged that 75% or more of the Units are not useable as commercial units and cannot be repaired within 60 days, then upon the agreement in writing of at least 75% of all voting interests obtained within 90 days of the casualty, the unit owners may elect to receive their percentage share of the insurance proceeds, which shall terminate their interest in the condominium, and upon such vote, the Condominium shall be terminated. If 75% or more of all voting interest do not agree in writing to terminate the condominium in that time period, the improvements shall be restored.

(b) Substantial Damage but Less than Total or Near-total Destruction of the buildings - If more than 25% but less than 75% of the units are destroyed or damaged in such a way as to render them unusable for commercial business purposes, the damaged or destroyed common elements and units shall be reconstructed or repaired, unless within 90 days after the casualty at least 80% (11 units) of all unit owners agree in writing that the Condominium shall be terminated.

(c) Damage to 25% or less of the building. - If 25% of the units or less are destroyed or damaged in such a way as to render them unusable for commercial purposes, the damaged or destroyed common elements and units shall be reconstructed or repaired.

2. Common Elements - Damaged or destroyed improvements constituting part of the common elements shall be repaired, replaced or reconstructed unless the Condominium shall be terminated.

Section 5. Construction Funds - The proceeds of insurance and the sums assessed against the Unit Owners, if any, shall constitute a construction fund that shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(1) Unit Owners - The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but not all, Unit Owners shall be paid by the Association to the affected Unit Owners, and if any of such units are mortgaged, to the affected unit Owners and their mortgagees jointly.

(2) Association - Minor Damage - If the amount of the estimated costs of repair, replacement or reconstruction which is the responsibility of the Association 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 which is a beneficiary of an insurance policy the proceeds of which are in the construction fund, the fund shall be disbursed in the manner hereinafter provided for repair, replacement or reconstruction of major damage.

(3) Association - Major Damage - If the estimated costs of repair, replacement or reconstruction which is the responsibility of the Association is more than \$100,000.00, then the proceeds of insurance and assessments against owners, if any, shall be paid to an independent

Insurance Trustee which shall be appointed by the Board of Directors. The Trustee shall not be liable for payment of premiums, renewal or sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Trustee shall be to receive such proceeds of insurance and special assessments, if any, as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners, and the mortgagees, as their respective interests appear. Adequate provisions shall be made by the Association for payment of the expenses of the Trustee.

(4) Surplus - It will be presumed that the first monies disbursed in payment of the costs of repair, replacement or reconstruction are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund according to their respective ownership interests.

Section 6. Plans - Any repairs or substantial restoration shall be in accordance with the plans of the building as it existed before the casualty, except that substantial changes may be made if approved by 75% of the unit owners and 75% of all Institutional Mortgagees of record.

Section 7. Association's Power to Compromise Claims - The Association is hereby irrevocably appointed as the agent for each unit Owner and shall have the authority to compromise and settle all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon the payment of claims.

Section 8. Insurance Trustee - Any Institutional Mortgagee shall have the right to require that the Association name a financial institution having trust powers as insurance trustee and to require that said insurance trustee be named in the hazard insurance policy to be a joint payee with the Association. If an insurance trustee is so named, the Association shall endorse the insurance proceeds to the trustee, to be held for the benefit of the unit owners and their mortgagees as their respective interests may appear, and disburse monthly to pay for repairs and reconstruction as they are completed. The insurance trustee shall have no obligation to supervise the reconstruction and repairs, but only to hold the funds and disburse them in payment of written draw requests submitted by the Association and approved by a licensed architect or engineer as being in payment of work actually completed, or, if the condominium has been terminated, to disburse the proceeds to the unit owners and their Institutional Mortgagees by joint check, as provided herein. If there are any excess insurance proceeds after completion of reconstruction and repair, the insurance trustee shall disburse them to unit owners and their Institutional Mortgagees as provided herein.

Section 9. Liability Insurance - In addition to the foregoing insurance, the Association shall purchase and keep in effect policies of insurance generally known as comprehensive general liability policies against all claims and demands made by any person or persons, for injuries received in connection with the use, operation or maintenance of the common elements, which liability insurance shall be in an amount to be determined annually by the Board of Directors of the Association, but not less than \$1,000,000.00 for bodily injury or death arising out of a single occurrence. Such policies shall, to the extent available, provide (a) that it may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees listed as scheduled mortgagees in the policy, and (b) coverage against risks customary in the area for similar condominiums.

Section 10. Flood Insurance - If the condominium property is located in a special flood hazard area as identified pursuant to Flood Disaster Protection Act of 1973, the Association shall, if available, obtain flood insurance in an amount not less than the lesser of either the maximum coverage available under the National Flood Insurance Program or one hundred percent (100%) of the current replacement cost.

Section 11. Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

Section 12. Other - The Association shall carry any other insurance required by state laws, such as Workmen's Compensation insurance, and may purchase such other insurance as the Directors deem appropriate. Upon the majority vote of the Directors, the Association may purchase and keep in effect a policy of insurance for the protection of its Officers and Directors from suits and liabilities.

Section 13. General - All premiums for the foregoing insurance shall be included and treated as a common expense. The Association shall use generally acceptable insurance carriers. The hazard insurance, liability insurance, flood insurance (if applicable) and other insurance required hereunder shall be in such form and coverage as is normally required by prudent lenders in the area. If any mortgages on units are held by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association or are insured by the Federal Housing Administration or the Veterans Administration, the policies shall be obtained in such form and coverage as requested in writing by said holders or insurers, or their agents, provided the requests are (a) reasonable, (b) not in conflict with the provisions of this Declaration, or (c) not in conflict with each other.

Section 14. Unit Owner's Insurance. The unit owners shall be responsible for purchasing their own insurance to protect against loss or damage within their unit that is not covered by the Association policy, as well as to their own personal property. Unit owners shall also be responsible for purchasing liability insurance protecting against liability that might result from events occurring within their own unit.

XVIII. Alterations by Unit Owners

No unit owner shall make any alterations, additions or decorations to any portion of the common elements (including the limited common elements) nor to any portion of his unit which is visible from outside his unit, without the unanimous consent of the Board of Directors of the Association, which consent may be withheld by the Board for any reason whatsoever. As to alterations and additions totally within a unit and not visible from outside the unit, a unit owner must first obtain the written approval of the Board of Directors, which approval shall not be unreasonably withheld. Notwithstanding the above, any unit owner may display one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

XIX. Maintenance

Section 1. Each unit owner shall maintain, insure and keep his unit in good condition and repair at his own expense, and shall be solely responsible for maintaining and insuring the interior thereof as well as improvements and equipment therein. Except for damage covered by insurance carried by the Association, each unit owner shall also be solely responsible for maintaining at his own expense all drywall on the walls (including the drywall on the interior side of the perimeter walls) and ceilings of his unit, all flooring on the floors of his unit, all portions of the air conditioning-heating system, electrical system and plumbing system that serve only his unit, including all parts thereof which may be located in the common elements or outside his unit (including but not limited to the compressor, ducts, tubing, lines, wiring and pipes); any major replacement parts to any portion thereof must be approved by the Board of Directors of the Association. The Board of Directors may require that maintenance, repair or replacement of portions of the air conditioning-heating system, electrical system, and plumbing located outside the unit boundaries be performed by a contractor selected by the Board, using parts and equipment approved by the Board. Each unit owner shall also maintain in good condition at his own expense all windows, glass, and doors that serve only his unit, but no alterations or repairs shall ever be made which would change their appearance from outside the unit without written approval of the Board of Directors of the Association. Each owner shall keep the limited common element areas adjacent to his unit in a neat and clean condition.

The Association shall maintain the portions of the common elements that are not the responsibility of the unit owner. The Association shall maintain structural portions of load bearing walls and load bearing beams within a unit, and utility facilities, lines and equipment that

serve more than one unit. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner or his employees or invitees, but only to the extent the damage is not covered by insurance.

XX. Restrictive Covenants

All unit owners, in addition to any other obligation or limitation imposed upon them by this Declaration, the Articles of Incorporation By-Laws, or the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall also be applicable to all employees, tenants, guests, and invitees.

Section 1. Use of the Units - A unit may be used only for commercial purposes. Only a business of the type permitted by the applicable zoning ordinances shall be allowed to be conducted on the condominium premises, provided however, that certain uses as described in Section 2 below are prohibited even if such uses would be allowed under applicable zoning ordinances. No unit may be partitioned or subdivided, except in accordance with the provisions of this Declaration. Such uses shall be typical of warehouse use together with offices set up to be used in connection with the warehouse use.

Section 2. Particular Uses of Units Prohibited. Units may be used only in accordance with applicable zoning requirements. However, notwithstanding the applicable zoning ordinances, the following uses are prohibited:

- a. illegal activities,
- b. residential use,
- c. manufacturing or processing that causes obnoxious or offensive odors,
- d. encouragement of vermin,
- e. storage of materials that require lethal fumigation,
- f. manufacturing, processing or storage of explosives,
- g. processing or storage of food that is perishable,
- h. automotive or other vehicular repair, maintenance, painting, storage for resale or remodeling,
- i. container storage,
- j. restaurant,
- k. storage of hazardous materials as more particularly described in subsection 12 below.
- l. operating of printing business,
- m. any business related to the care, treatment, harboring or sale of animals. The maintenance of one watchdog on the premises shall not be construed as a business in violation of this provision.

Section 3. Watchdogs. One watchdog may be kept in each unit. No dog shall be allowed to make an unreasonable amount of noise that would constitute a nuisance. A determination by the board of directors that a dog maintained or harbored within a condominium unit is creating a nuisance shall be conclusive and binding upon all parties.

Section 4. Exterior Appearance - The exterior of the building and all areas appurtenant to the condominium shall not be painted, decorated or modified without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association, except that an owner or occupant may display a flag(s) in a respectful way as allowed according to Section 718.113, Fla. Stats, and Article XVIII above.

Section 5. No awnings, window guards, light reflective materials, ventilators, fans or air-conditioning devices shall be used in or about the building without the written approval of the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

Section 6. No obstructions - The sidewalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress.

Section 7. Use of common elements - The common elements shall be used only for the purposes for which they were intended. No common elements shall be used as a storage area by

individual unit owners, unless such areas are specifically designated as storage areas by the Board of Directors.

Section 8. Risks, Nuisances, Illegal acts, etc. - No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on Owner's unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise nor shall a unit owner commit or permit any nuisance or illegal act in Owner's unit or on the common elements. All parts of the condominium shall be kept in a neat and sanitary condition and no rubbish, refuse, solid waste or trash shall be allowed to accumulate anywhere on the premises. No condition shall be allowed to remain that shall constitute a fire hazard.

Section 9. Signs -

- a) No owner shall place a sign promoting its own business on Common Areas without first obtaining the written consent of the Association.
- b) The Association shall adopt comprehensive standards and criteria for signs placed anywhere on the condominium property.
- c) Signs specific to an Owner's business or Unit shall be installed and maintained by the Owner and conform to the standards adopted by the Association.
- d) "For Sale" and "For Lease" signs shall be prohibited unless permission therefore shall be first obtained in writing from the Board of Directors.

Section 10. Restrictions on Certain Vehicles - No boats, campers, or residential trailers shall be parked or kept by unit owners anywhere on the condominium property.

Section 11. Hazardous Materials - No Unit Owner shall cause or permit any hazardous material (as defined hereinafter) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Condominium Property by the Unit Owners, their agent, employees or others. Any such hazardous materials brought upon, transported through, used, kept or stored on or about the Condominium Property which is necessary for operation of a business shall be allowed only in such quantities as are necessary for the usual and customary operation of that business and in a manner that complies with (1) all laws, rules, regulations, ordinances, codes or any other governmental restrictions or requirements of all federal, state and local governmental authorities having jurisdiction thereof regulating such hazardous materials; (2) permits issued for any such hazardous materials which shall be obtained prior to bringing the materials onto the Condominium Property; and (3) all instructions and recommendations of manufacturers and producers of such materials to the extent that the same are stricter than the applicable laws, rules, ordinances, codes and permits. If the Unit Owner, its agent, employees, tenant or invitee shall violate these obligations in any way, or if the presence of such hazardous materials or use thereof results in a release or threatened release onto, from or under the Condominium Property, then without limiting any other rights or remedies of the Association or others, the Unit Owner shall indemnify, defend, protect and hold harmless the Association, Developer and other Unit Owners and Tenants from any and all claims, settlement of claims, judgments, damages, costs of inspection, clean-up or other remedy, penalties, fines, liabilities, losses and expenses (including without limitation the fees of attorneys, including the Association's attorney(s), consultants and other experts) which arise as a result of the violation or such actual or threatened release of such materials. Hazardous material means any hazardous, radioactive or toxic substance, material or waste including but not limited to those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Material Table (49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), and any materials and substances listed or regulated under any local, state or federal law.

XXI. Rules and Regulations - The Board of Directors of the Association shall have the power to adopt such reasonable rules and regulations governing the condominium and the conduct of unit owners as the Board may in its discretion deem appropriate, provided that except for rules to prevent dual usage by the unit owner and tenant when a unit is leased, all such rules and regulations must be uniformly applicable to all unit owners and must be adopted in good faith. Rules and regulations adopted by the Board may be amended by the Board.

XXII. Transfer of Condominium Parcels

Section.1 Restrictions Upon Sale, Lease or other Transfer of Units-

- 22.1.1 Sale, Lease or Transfer – The Association shall have the option to purchase or lease any Unit upon the same terms and conditions as are offered by a unit owner to any third person.
- 22.1.2 Within 7 days after entering into a contract for the sale, lease or transfer of any Unit to any person other than the transferor's spouse or immediate member of his family, the unit owner shall notify the Association in writing of the name and address of the person to whom the proposed sale, lease or transfer is to be made, and provide a copy of the proposed contract, lease or other form of agreement. The Association shall provide a receipt indicating the date the notice and agreement was received by it. Failure to provide the notice and proposed agreement to the Association shall be deemed a breach hereof, and any sale, lease or other transfer in violation of this Article shall be null and void and confer no right, title or interest in the transferee.
- 22.1.3 Within 15 days after its receipt of said notice and such supplemental information as the Association may reasonably require, the Association shall either approve or disapprove the proposed sale, lease or transfer in writing, and immediately notify the unit owner of its decision. Failure of the Board of Directors of the Association to act within said 15 day period shall be the equivalent of its consent which may be established by means of an affidavit attached to the deed or lease conveying or leasing the unit. Approval of the sale, lease or transfer shall be stated in a certificate executed by the President or Vice-President and Secretary of the Association, which shall be in recordable form, and if there are any expenses reasonably incurred by the Association in connection with such transaction, said expenses shall be borne and paid to the Association by the purchaser, lessee or transferee.
- 22.1.4 If the proposed sale is bona fide but the Association disapproves it, the Board shall notify the Owner of its disapproval and at the same time, deliver to the Unit owner the deposit required under the terms of the proposed sale, whereupon the Association shall then be obligated to close the sale in accordance with the terms and conditions of the proposed sale. If the Association furnished the Unit Owner with written notice of disapproval but fails to deliver the required deposit, such action shall be equivalent to its consent which may be established by affidavit as provided in 11.7.3.
- 22.1.5 If the Association notifies the owner of its disapproval and accompanies its notice of disapproval with the required deposit, the Association's obligation to purchase the unit as provided herein may be assigned to any purchaser approved by the Association. The selling unit owner may then either close the proposed sale with the Association or the Assignee (i.e. - substitute purchaser) approved by the Association or withdraw the offer specified in his notice to the Board. If neither the Association nor the Assignee close the proposed sale according to the terms and conditions thereof, the Unit Owner may consummate the transaction with the party who made the original bona fide offer. To perfect title in the transferee, an affidavit executed by the Seller specifying the manner in which the terms hereof have been complied with shall be recorded with the deed of conveyance.
- 22.1.6 No unit shall be leased without the prior written approval of the Association. No lease shall be for a period of less than one year. Notwithstanding approval of any lease, the obligations of the unit owner to the Association under the Declaration shall continue. By entering into a lease of a unit, the Unit Owner appoints the Association as its attorney in fact for the purpose of enforcing the terms, provisions, covenants, restrictions, rules and regulations of the Association (collectively referred to as the "Rules") including the power to evict the tenant for a material violation of the "Rules".

- 22.1.7 The Association must either approve or disapprove a lease within 15 days after its receipt of a request for such approval. Such request shall be accompanied by a copy of the proposed lease and such additional information as the Association may reasonably require. If approved, a Certificate of Approval in recordable form shall be executed by the Association. Failure of the Association to give the Unit Owner written notice of approval of the proposed lease within the 15 day period shall be equivalent to its consent. If the proposed lease is disapproved by the Association, the Association shall either enter into a lease in its own name on the same terms and conditions, or obtain a tenant acceptable to the unit owner who will lease the unit on the same terms and conditions. If neither of the foregoing are accomplished by the Association, the unit owner shall be permitted to execute the proposed lease and a recordable Certificate of Approval shall be executed and provided by the Association.
- 22.1.8 In connection with any request for approval made under this Article, the Association may charge a transfer fee in an amount that shall not exceed \$100.00 per applicant other than a husband/wife which shall be considered as one applicant, unless the maximum amount of a transfer fee allowed under Section 718.112(2)(j) of The Florida Condominium Act is increased by law hereafter, in which case the Association may charge the maximum amount then allowed by law. The Association may also require a security deposit from a tenant that shall be placed into an escrow account maintained by the Association in an amount not to exceed the equivalent of one month's rent payable under the lease as security to protect against damages to the common elements or Association property.
- 22.1.9 Notwithstanding any of the foregoing provisions, if the intended use of the unit constitutes a violation of a use restriction provided in the Declaration, Articles or Bylaws of the Association, the proposed transfer shall not be considered a bona fide transfer and the Association may disapprove the proposed transfer without any obligation to enter into the proposed agreement in its own name or find a substitute transferee.
- 22.1.10 Notwithstanding any of the foregoing provisions, the holder of any institutional first mortgage who becomes the owner of a condominium parcel by foreclosure or deed in lieu of foreclosure shall have the unqualified right to sell, lease or otherwise transfer the unit without making a prior offer or giving prior notice to the Association. Purchasers of units from such mortgage holders shall be bound by the provisions of this Article upon their subsequent transfer of the property.

Section 2. No Unit Owner, tenant, or occupant of a unit shall do, or suffer or permit to be done, anything in any Unit which would impair the safety or soundness of the condominium property, or which will increase the rate or result in the cancellation of insurance applicable to the condominium property, or which would be noxious or offensive or hazardous or interfere with the peaceful possession and proper use of other Units, or which would otherwise be a violation of law.

Section 3. No Discrimination. The provisions of this Section may not be used as a means of accomplishing racial or other unlawful discriminatory practices.

Section 4. Leasing - No unit shall be leased or rented by the unit owner for a period of less than one year. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are in writing. All leases shall be deemed to be made subject to this Declaration, the other governing documents of the Association, and the Condominium Act. A unit owner desiring to lease his unit shall, before giving possession of the unit to the tenant, submit to the Association a copy of the lease, together with such other information as the Association shall reasonably require. The tenant shall not take possession of the unit until the lease shall be approved in writing by the Association. Approval of the lease may be conditioned upon payment in full of all assessments and other charges then due upon the unit. The Association may also require a security deposit equal to not more than one month of rent as security for damage to common property caused by the tenant, his agents, employees or invitees. By allowing anyone to lease or otherwise occupy his unit, the owner thereof is hereby deemed to appoint the Association as its agent and attorney in fact with

authority to file legal proceedings to evict the tenant for the tenant's failure to comply with the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association or Condominium Act.

When a Unit is leased, a tenant shall have all use rights in those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Common Elements otherwise readily available for use generally by Owners.

Section 5. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by The Condominium Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fee incurred by the Association in connection with the Association's response.

XXIII. Developer's Privileges

Section 1. Activities - Anything herein to the contrary notwithstanding, Developer, and any party designated in writing by Developer as a "successor developer," (a) shall have the right to complete construction and finishing of all units and the common elements and the right to perform such acts on the condominium property as are helpful in constructing or completing the development in which the condominium is located, (b) shall have the right to use any portion of the common elements for purposes of transportation and storage of construction materials and equipment used in connection with the construction or completion of any unit or any portion of the common elements, (c) shall have the right to perform such acts on the condominium property as are helpful in selling units, including the right to maintain models and have signs and promotional material on the common elements, and the right to use any unsold units and any portion of the common areas or common elements for a sales office and for sales activities and promotions. The Developer's rights herein shall terminate upon transfer of association control or when the developer no longer offers units for sale, whichever occurs last.

Section 2. Votes - Developer shall have the right to exercise the vote appurtenant to units owned by Developer in the same manner as other unit owners, except that after turnover of control, the Developer shall not have the right to vote his units for the purpose of reacquiring control of the Association or selecting a majority of the members of the Board. For purposes of voting or approval of matters as provided for herein or in the Articles or By-Laws of the Association, the Developer shall be considered a separate unit owner for each unit it owns.

Section 3. Guarantee of Assessments - The Developer shall be excused from payment of assessments against the unsold units for the period of six months beginning on the date of recording of the Declaration, or until the date of turnover of control to the unit owners, whichever shall first occur. During this period, the Developer will pay any common expenses that exceed the guaranteed amount. The guaranteed amount for each unit is the amount stated in the budget. After the initial guarantee period, the Developer may extend the guarantee period for one or more periods of six months, or until the date of turnover of control to the unit owners, whichever shall first occur. If the Association is Developer-controlled and has maintained all insurance coverage required by s.718.111(11)(a), common expenses incurred during a guarantee period as a result of a natural disaster or an act of God occurring during the same guarantee period which are not covered by the proceeds from such insurance may be assessed against all unit owners owning units on the date of such natural disaster or act of God, and their successors and assigns, including the developer with respect to units owned by the developer. Any such assessment shall be in accordance with s. 718.115(2) or (4) as applicable.

Section 4. Reserves - Prior to turnover of control to the unit owners other than the Developer pursuant to Section 718.301, Fla. Stats., the Developer may vote to waive the reserves

or reduce the funding of reserves for the first 2 fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, with the vote taken each fiscal year and which shall be effective for only one annual budget, after which time reserves may be waived or reduced only upon the vote of a majority of all non-developer voting interests voting in person or by limited proxy at a duly called meeting of the association. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

XXIV. Rights of Mortgage Holders, Insurers and Guarantors.

Section 1. Roster - Any Institutional Mortgagee (or the insurer or guarantor of an Institutional Mortgagee) shall have the right to notify the Secretary of the Association in writing of the existence of its first mortgage on a unit. If the notice states the number of the unit encumbered by the mortgage, the book and page in the public records at which the mortgage is recorded, and the name and address to which notices to the Institutional Mortgagee (or its insurer or guarantor) are to be sent, then the Secretary shall list the Institutional Mortgagee (and its insurer or guarantor) in the Institutional Mortgagee Roster (herein "Roster") to be maintained by the Secretary. However, no Institutional Mortgagee (and its insurer or guarantor) shall be shown as a mortgagee on a unit in the Roster until the Secretary has been furnished a copy of a properly recorded satisfaction of any prior mortgage that is already shown in the Roster as a first mortgage on that unit. Upon receipt of a copy of a properly recorded Satisfaction of Mortgage, the Secretary shall delete that Institutional Mortgagee (and its guarantor or insurer) from the Roster with respect to that unit.

Section 2. Rights to Information - Upon receipt of written request from a first mortgage holder, insurer or guarantor of the mortgage which states the name and address of the mortgage holder, insurer or guarantor, and the number of the mortgaged unit, the Association shall be required to give timely written notice of a) any condemnation or casualty loss that affects either a material portion of the condominium or the unit secured by its mortgage, b) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, c) a lapse, cancellation or material modification of any insurance policy maintained by the Association, and d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

XXV. Records

Section 1. Documents - The Association shall make available to unit owners, to prospective purchasers of units, to Institutional Mortgagees, and to insurers or guarantors of Institutional Mortgagees: (a) a current copy of the Declaration; (b) a current copy of the Articles, By-Laws and Rules of the Association; (c) the other books, records and financial statements of the Association; (d) the most recent annual financial statement of the Association. "Available," as used by this paragraph, means available for inspection upon request at the Condominium during normal business hours, or under other reasonable circumstances. The Association shall also make available to unit owners all other records as may be required by the Condominium Act.

Section 2. Agencies - If any federal agency that facilitates or makes mortgage loans shall request in writing, the Association shall furnish to the requesting agency the reviewed or audited financial statement, as required by s. 718.111(13) of The Condominium Act, for the Association's fiscal year immediately preceding the request.

XXVI. Eminent Domain - The Association shall represent the unit owners in any condemnation proceedings or negotiations, settlements and agreements with the condemning authority, for acquisition of the common elements, or part thereof, by the condemning authority. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the awards or proceeds of settlement shall be payable to the Association to be held in trust for the unit owners and their Institutional Mortgagees, as their interests may appear. If any portion of such award or proceeds is attributable to the taking of a unit or any part thereof, said portion shall be paid by the Association by joint check to the unit owner and any Institutional Mortgagee holding a mortgage on that unit; such payment shall be made in an equitable manner and amount so as to compensate that unit owner (and his Institutional Mortgagee) for his loss.

XXVII. Developer as Agent for Purchasers/Owners and Compliance with Government Authorities-

Developer's plans for development of this condominium may require the execution of certain documents required by Miami-Dade County or other governmental authorities having jurisdiction of the subject real property. To the extent that said documents may require the consent or joinder of unit purchasers or unit owners, the Developer may act as their agent and attorney in fact, through its duly authorized officers, and may execute, acknowledge and deliver various documents for such purposes. By virtue of their execution of purchase contracts or acceptance of deeds to their units, the purchasers/owners irrevocably nominate, constitute and appoint Developer as their proper and legal attorney-in-fact for such purposes. Said appointment is coupled with an interest and is therefore irrevocable until Developer has conveyed all units in the condominium, at which time the power of attorney shall automatically terminate without further act. Any such documents executed pursuant to this provision shall recite that it is made pursuant to this provision.

XXVIII. No Time-Share Units - No time-share estates shall be created or permitted in this Condominium.

XXIX. CONSTRUCTION DEFECT NOTICE REQUIRED BY FLORIDA LAW -

CHAPTER 558 NOTICE OF CLAIM

a. CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS THE ASSOCIATION MUST FOLLOW BEFORE IT MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE THE ASSOCIATION MAY BRING ANY LEGAL ACTION, IT MUST DELIVER TO THE OTHER PARTY A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS IT ALLEGES ARE DEFECTIVE AND PROVIDE THE OTHER PARTY WITH THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. THE ASSOCIATION IS NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

b. In addition to the requirements stated in section (a) above, in any claim against the developer by the association alleging a defect in design, structural elements, construction, or any mechanical, electrical, fire protection, plumbing, or other element that requires a licensed professional for design or installation under chapters 455, 471, 481, 489, or 633, such defect must be examined and certified by an appropriately licensed Florida engineer, design professional, contractor, or otherwise licensed Florida individual or entity.

c. If the Association is not satisfied in whole or in part with the response of the other party to your Notice of Claim, and after all the requirements and obligations under Chapter 558 have been performed or otherwise occurred, including your required Notice, if any, rejecting the Response of the other Party, then the Association may seek a resolution of the remaining dispute, controversy or claim by demanding neutral binding arbitration in Miami-Dade County, Florida in accordance with the rules of the American

Arbitration Association and not by any court action except as provided by Florida law for judicial review of arbitration proceedings. In any such arbitration proceeding, the prevailing party shall be entitled to recover its all its costs, the arbitrator's fees and administrative expenses, and reasonable attorney fees.

XXX. Transfer of Association Control-

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the board of administration. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the developer in the ordinary course of business

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, or

(e) Seven years after recordation of the declaration of condominium

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

XXXI. Condominium Working Capital Fund - At the time the Developer closes the sale of a unit to a purchaser, the purchaser shall deposit with the Association an amount equal to two times the existing monthly assessment for common expenses for such unit. Said sum shall be deposited into the condominium Working Capital Fund for the purpose of paying for common expenses of the Association incurred after the expiration of the period during which the developer is excused from payment of assessments pursuant to Section 718.116(9)(a), Fla. Stats., including but not limited to maintenance, reserves, insurance and any other purpose which may be approved by the Board and not be contrary to law. The Working Capital Fund may be commingled by the Association with any of its other funds. Prior to the expiration of the guarantee period, such funds may not be used for payment of such common expenses.

XXXII. Waiver - The failure of the Association to enforce any right, provision, covenant or condition created or granted by the Act, this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations shall not constitute a waiver of the right to enforce it in the future.

XXXIII. Enforcement - The Association shall have the right to pursue actions for damages or injunctive relief, or both, against any Unit Owner who fails to comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations or the Condominium Act. The prevailing party in any such action is entitled to recover reasonable attorney fees and all court costs incurred. This relief does not exclude any other remedies provided by law.

XXXIV. Illegality - If any provision in this Declaration shall be deemed in a court of law to be illegal or invalid for any reason, the remaining provisions of this Declaration shall remain valid and enforceable.

XXXV. Miscellaneous Provisions

1. Interpretation - The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

2. Headings - Article headings are for convenience only and shall not be construed to limit or affect the meaning of the text.

3. Tense; Gender - Use of the singular shall include the plural, and the use of any gender shall include all genders.

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

THIS DECLARATION is executed in the presence of the named witnesses on the 2nd day of NOV, 2006.

Sakhil Investments, LLC.
a Florida Limited Liability Company

[Signature]
Signature of 1st Witness

RAKSHA SAKHANI
Printed Name of 1st Witness

[Signature]
By: Suresh Kilnani
its Managing Member

[Signature]
Signature of 2nd Witness

INDRA HATHIRAMANI
Printed Name of 2nd Witness


STATE OF FLORIDA
COUNTY OF MIAMI-DADE


The foregoing instrument was acknowledged before me this 20th day of NOV, 2006, by Suresh Kilnani, as the duly authorized Managing Member of Sakhil Investments, LLC., a Florida Limited Liability Company, who is personally known to me or has produced personally known as identification.

NOTARY PUBLIC - STATE OF FLORIDA

[Signature]

My Commission Expires:

 Notary Public State of Florida
Veronica M Dominguez
My Commission DD542780
Expires 05/30/2010

 Notary Public State of Florida
Veronica M Dominguez
My Commission DD542780
Expires 05/30/2010

CONSENT OF MORTGAGEE

Mellon United National Bank , herein called the Mortgagee, the owner and holder of a mortgage encumbering the property described in Exhibit 1 hereto, to the extent it may be required under the laws of the State of Florida, hereby consents to the making of the Declaration of Condominium of Sakhil Center at Doral, a Condominium. This Consent of Mortgagee is made without representation or warranty, express or implied, by law, statute, decision or otherwise, and does not affect the rights and remedies of Mortgagee as set forth in the mortgage except as expressly provided herein.

Executed in the presence of the persons whose names appear below on this 8th day of November, 2006.

Mellon United National Bank

WITNESSES:

By:

sign David C Allen

[Signature] EVP

print DAVID C ALLEN
(title) Construction Loan Administrator

sign [Signature]

Attest: _____

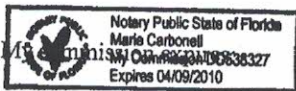
print PATRICE S ROBINSON

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Robert Suchan, as Executive Vice Pres. of Mellon United National Bank, a Florida banking corporation, who acknowledged before me that he/she holds the office stated above, and that as an officer of said corporation, he/she executed this Consent of Mortgagee and affixed the seal of said corporation, and that the same is the act and deed of said corporation.

He/She is personally known to me or produced _____ as identification and did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date written above.



NOTARY PUBLIC - STATE OF FLORIDA

[Signature]

Exhibit A

Beginning at the NE corner of Lot 1 of Block 2, of "B.I.P. Subdivision", according to the Plat thereof, recorded in Plat Book 146, Page 22 of the Public Records of Miami-Dade County, Florida; thence S 00 degree 00'14"W along the East line of said Lots 1 and 2 of said Block 2 for 316.75 feet; thence S 89 degree 59'24"W for 412.53 feet to a point on the West line of Said Lot 2; thence N 00 degrees 00'14"E along said West line for 326.67 feet; thence S 88 degrees 37'56" E for 412.65 feet to the POINT OF BEGINNING.

Parcel Identification Number: 35-3030-0160-155

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
CERTIFICATION

3300 NW 112 Avenue
Miami, Florida
October, 2006

UPPER AND LOWER BOUNDARIES

THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO THE THEIR PLANAR INTERSECTIONS WITH THE PERIMETRICAL BOUNDARIES.

- (A) THE UPPER BOUNDARIES SHALL BE THE PLANE OR PLANES OF THE UNDECORATED LOWER SURFACE OF THE ROOF STRUCTURAL COMPONENTS EXTENDED TO INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
- (B) THE LOWER BOUNDARIES SHALL BE THE HORIZONTAL PLANES OF THE UNFINISHED UPPER SURFACE OF THE FLOORS.

PERIMETRICAL BOUNDARIES

THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

INTERIOR DIVISIONS

THE UNFINISHED INTERIOR WALLS, COLUMNS OR PARTITIONS SHALL BE CONSIDERED A BOUNDARY OF THE UNIT ONLY IF SAID WALL, COLUMN OR PARTITION IS STRUCTURAL IN NATURE AND IS A COMMON ELEMENT.

THE COMMON ELEMENTS ARE THOSE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED WITHIN THE BOUNDARIES OF THE UNITS AND WITHOUT LIMITATION, ANY OR ALL OF THE FOLLOWING:

- (A) THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE STRUCTURAL INTEGRITY OF THE BUILDING.
- (B) THE PROPERTY AND INSTALLATIONS REQUIRED FOR FURNISHING UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO OTHER COMMON ELEMENTS.
- (C) EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY AND OTHER SERVICES TO UNITS AND THE COMMON ELEMENTS.
- (D) AN EASEMENTS OF SUPPORT IN EVERY PORTION OF A UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- (E) ANY OTHER PARTS OF THE CONDOMINIUM PROPERTY DESIGNATED AS COMMON ELEMENTS IN THIS DECLARATION.
- (F) ALL LOBBY, TRASH ROOMS, HALLWAYS, STAIRWAYS AND MECHANICAL ROOMS ARE COMMON ELEMENTS.
- (G) CHASE AND COLUMNS WITHIN EACH UNIT ARE COMMON ELEMENTS.
- (H) PARKING SPACES WITHIN THE SUBJECT PROPERTY IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

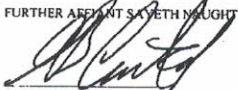
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED GARY B. CASTEL, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS UNDER OATH AS FOLLOWS, TO WIT:

1. THAT HE IS A DULY REGISTERED AND DULY LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA.

2. AFFIANT HEREBY CERTIFIES THAT THE IMPROVEMENTS SHOWN WITHIN THIS EXHIBIT ARE SUBSTANTIALLY COMPLETE, SO THAT THIS EXHIBIT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

3. THAT THE IMPROVEMENTS REPRESENTED HEREON HAVE BEEN CONSTRUCTED, INSPECTED, AND MEASURED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 718.104 (4) (e).

FURTHER AFFIANT SAYETH NAUGHT



GARY B. CASTEL
FLORIDA SURVEYOR & MAPPER NO. 4129
FOR THE FIRM, CASTEL SURVEYING INC.
12016 SOUTHWEST 132nd COURT
MIAMI, FLORIDA 33186
(305) 253-9720

SURVEYOR'S CERTIFICATION

THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FL. BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 610, F.L.A.C. ADMINISTRATIVE CODE PURSUANT SECTION 610.07, F.L.A.C. STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CASTEL SURVEYING, INC

GARY B. CASTEL
FL. SURVEYOR & MAPPER # 4129
PRESIDENT

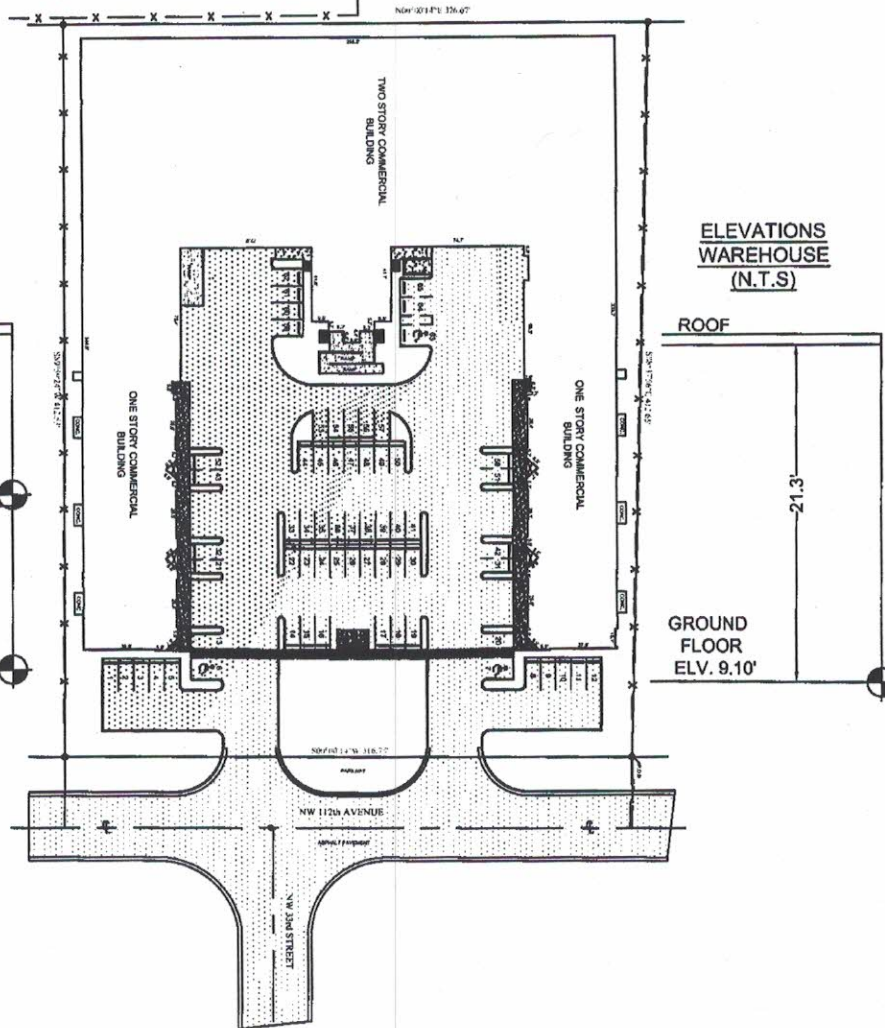


GARY B. CASTEL SURVEYING INC.
LAND SURVEYORS
12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9720 (305)253-6767
DATE: OCTOBER 10, 2006

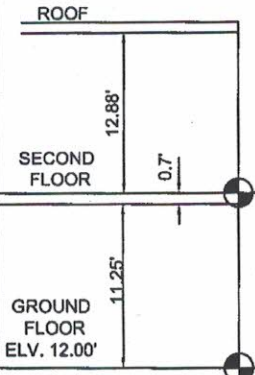
DATE: 10/05/06	SCALE: 1"=20'	DRAWN BY: JCD	SHEET 1 OF 14
-------------------	------------------	------------------	---------------

SAKHIL CENTER AT DORAL, A CONDOMINIUM SITE PLAN

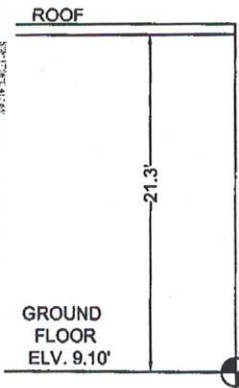
3300 NW 112 Avenue
Miami, Florida
October, 2006



**ELEVATIONS
OFFICE
(N.T.S)**



**ELEVATIONS
WAREHOUSE
(N.T.S)**



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY. LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 2, OF "B.I.P. SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 146, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S 00°00'14" W ALONG THE EAST LINE OF SAID LOTS 1 AND 2 OF SAID BLOCK 2 FOR 316.75 FEET; THENCE S 89° 59'24" W FOR 412.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE N 00°00'14" E ALONG SAID WEST LINE FOR 326.67 FEET; THENCE S 88°37'56" E FOR 412.65 FEET TO THE POINT OF BEGINNING.

LEGEND

- R/W - RIGHT OF WAY
- (TYP) - TYPICAL
- CONC - CONCRETE
- SWC - SIDEWALK
- C.B. - CATCH BASIN
- U.P. - UTILITY POLE
- L.P. - LIGHT POLE
- CL - CLEARANCE
- ENCR - ENCROACHMENT
- W/M - WATER METER
- F.H. - FIRE HYDRANT
- C.L.F. - CHAIN LINK FENCE
- A/C - AIR CONDITIONING
- F.I.R. - FOUND IRON REBAR
- F.I.P. - FOUND IRON PIPE
- U.P. - UTILITY POLE
- O.E. - OVERHEAD ELECTRICITY
- M.H. - MANHOLE
- P.O.B. - POINT OF BEGINNING

GARY B. CASTEL SURVEYING, INC.
LAND SURVEYORS

12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)251-9720 (305)253-6767

DATE: 10/06/06	SCALE: 1"=80'	DRAWN BY: GCB	SHEET 2 OF 14
-------------------	------------------	------------------	---------------

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
PERCENTAGE OF OWNERSHIP

3300 NW 112 Avenue
 Miami, Florida
 October, 2006

SQUARE FEET	PERCENT. EACH	UNIT #
1,240	1.93%	1
1,200	1.85%	2
1,210	1.89%	3
1,170	1.83%	4
1,210	1.89%	5
1,170	1.83%	6
1,210	1.89%	7
1,170	1.83%	8
1,210	1.89%	9
1,170	1.83%	10
1,220	1.90%	11
1,170	1.83%	12
49,755	77.61%	13

GARY B. CASTEL SURVEYING, INC.

LAND SURVEYORS
 12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
 (305)253-9720 (305)253-6767

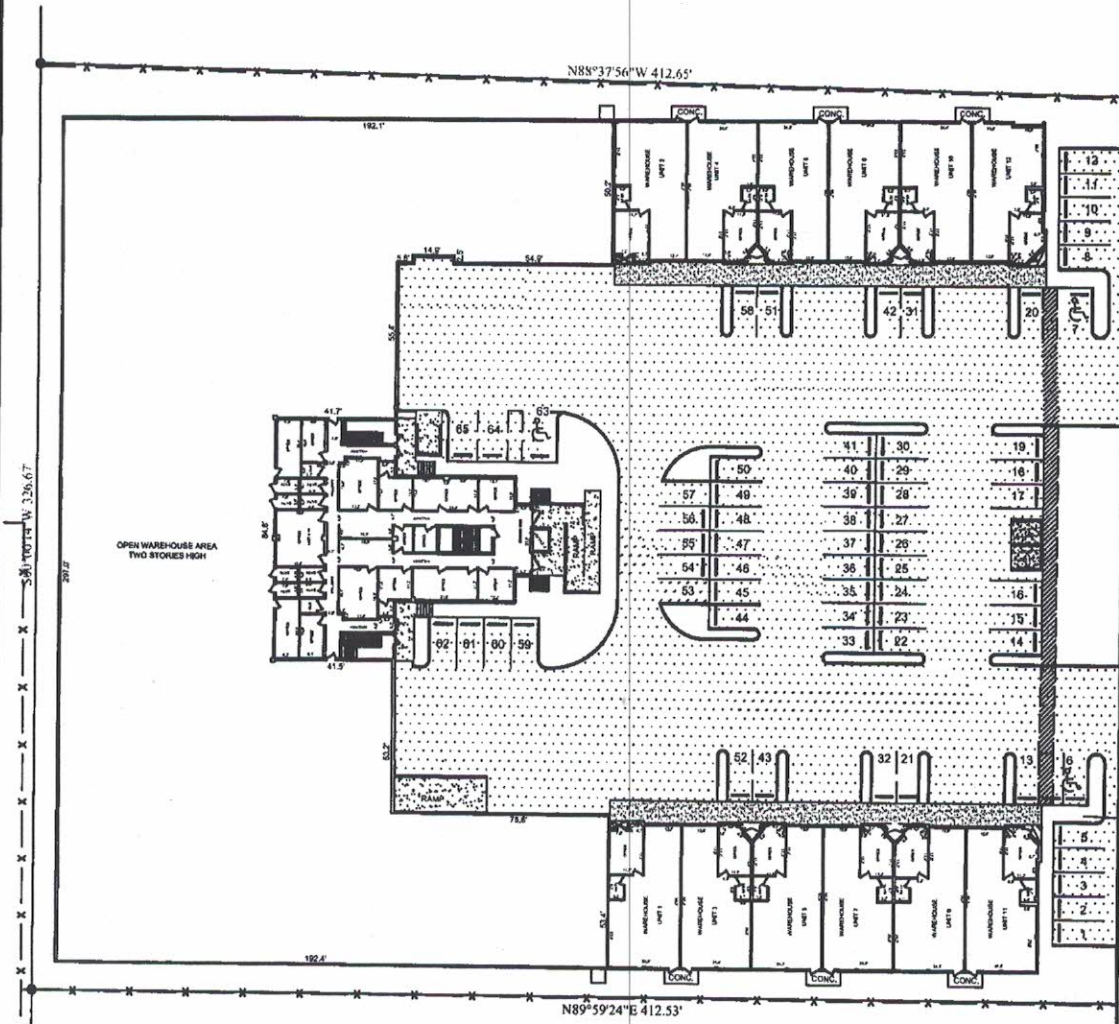
DATE: 10/06/06	SCALE 1"=80'	DRAWN BY: J.C.D.	SHEET 2-A OF 14
-------------------	-----------------	---------------------	-----------------

SAKHIL CENTER AT DORAL, A CONDOMINIUM GROUND FLOOR PLAN

3300 NW 112 Avenue

Miami, Florida

October, 2006



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREBY WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC.

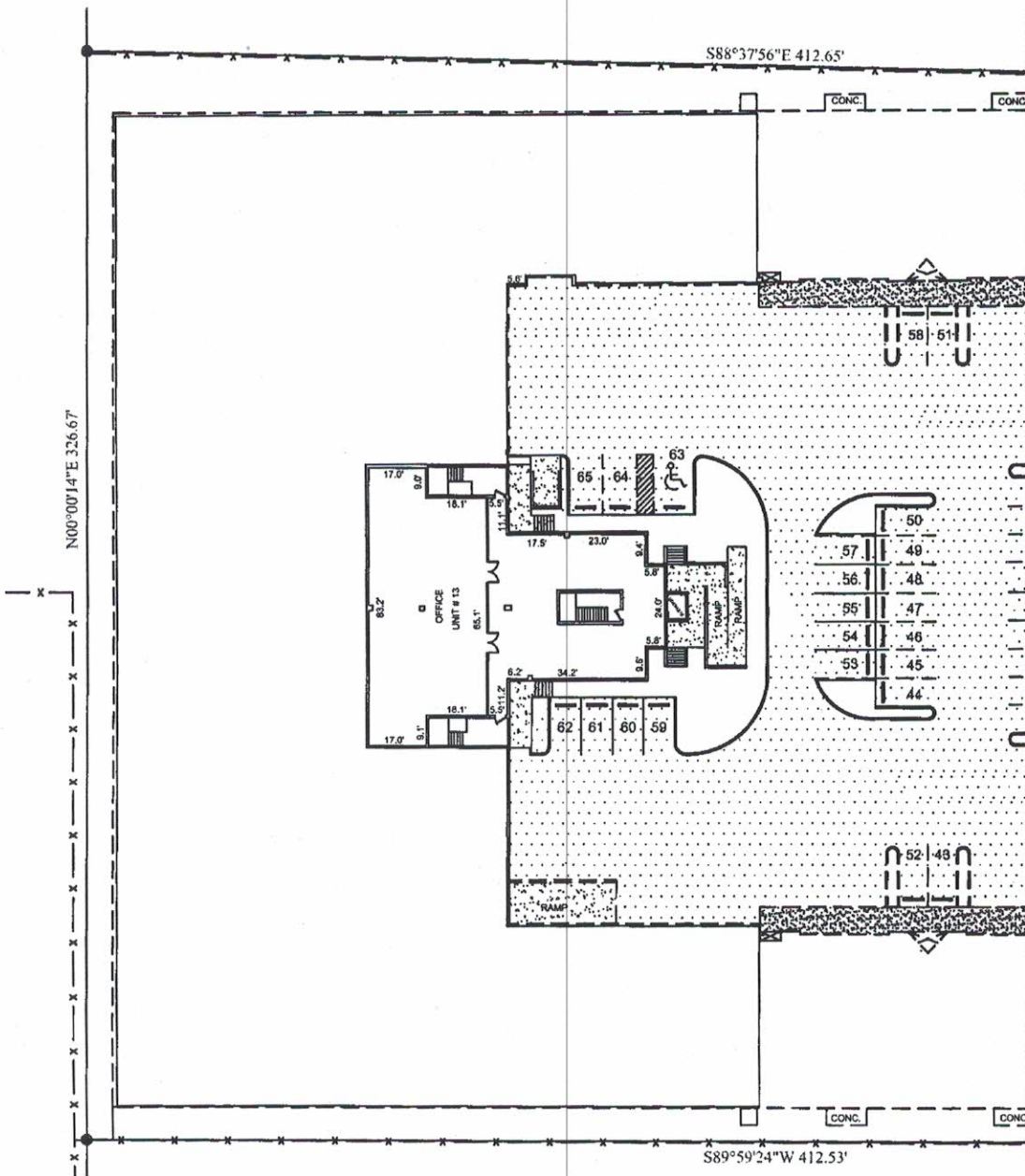
LAND SURVEYORS

12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9720 (305)253-6767

DATE: 05/03/06	SCALE 1"=50'	DRAWN BY: J.C.D	SHEET 3 OF 14
-------------------	-----------------	--------------------	---------------

SAKHIL CENTER AT DORAL, A CONDOMINIUM SECOND FLOOR PLAN

3300 NW 112 Avenue
Miami, Florida
October, 2006



NOTES:

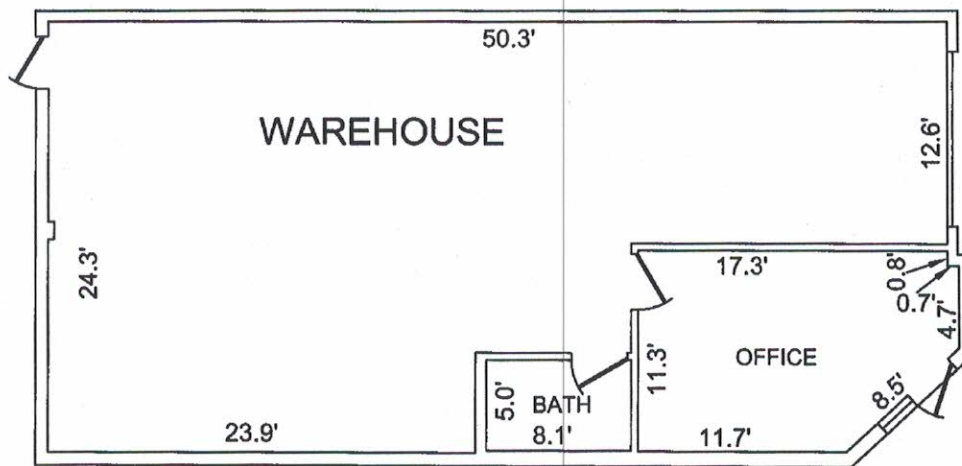
1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC. LAND SURVEYORS 12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186 (305)253-9720 (305)253-6767			
DATE: 05/03/06	SCALE 1"=40'	DRAWN BY: I C D	SHEET 4 OF 14

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 3, # 7
1210± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC.

LAND SURVEYORS
12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9720 (305)253-6767

DATE:
10/06/06

SCALE
1" = 8'

DRAWN BY:
J.C.D.

SHEET 6 OF 14

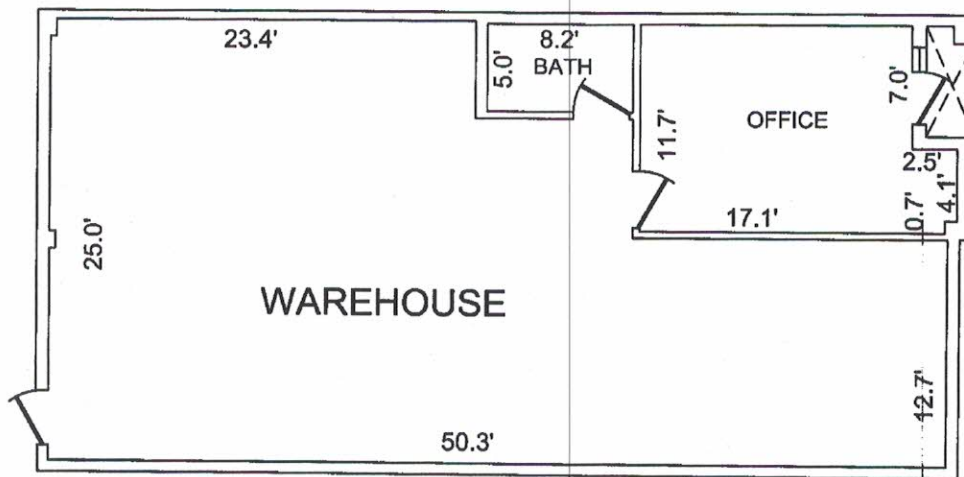
SAKHIL CENTER AT DORAL,
A CONDOMINIUM

UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 1

1240± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREBON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC. LAND SURVEYORS 12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186 (305)253-9720 (305)253-6767			
DATE: 10/06/06	SCALE 1" = 8'	DRAWN BY: J.C.D	SHEET 5 OF 14

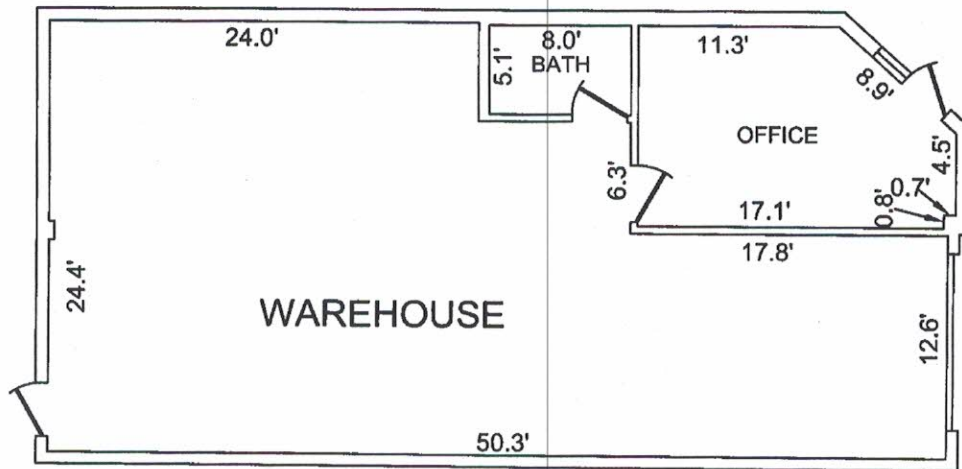
SAKHIL CENTER AT DORAL,
A CONDOMINIUM

UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 5, # 9

1210± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC. LAND SURVEYORS 12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186 (305)253-9720 (305)253-6767			
DATE: 10/06/06	SCALE 1"= 8'	DRAWN BY: J.C.D	SHEET 7 OF 14

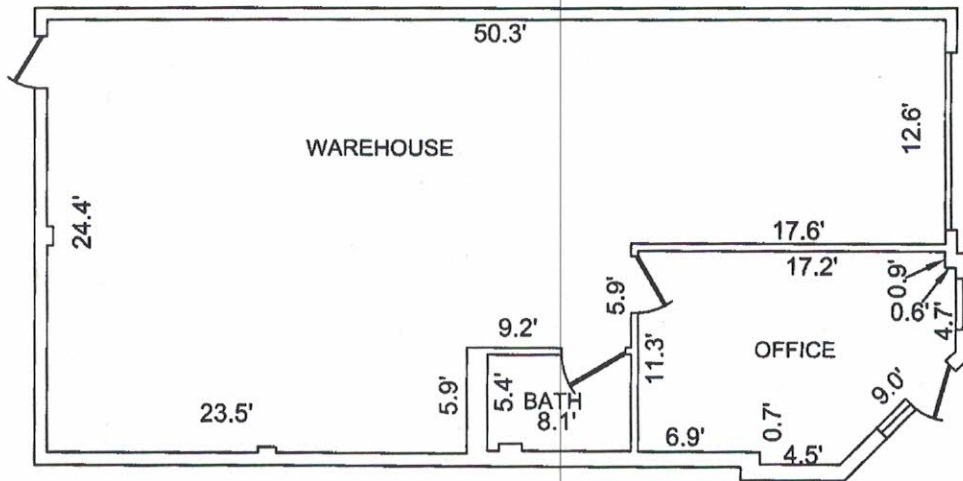
SAKHIL CENTER AT DORAL,
A CONDOMINIUM

UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 11

1220± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC.

LAND SURVEYORS

12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9770 (305)253-6767

DATE:
10/06/06

SCALE
1"= 8'

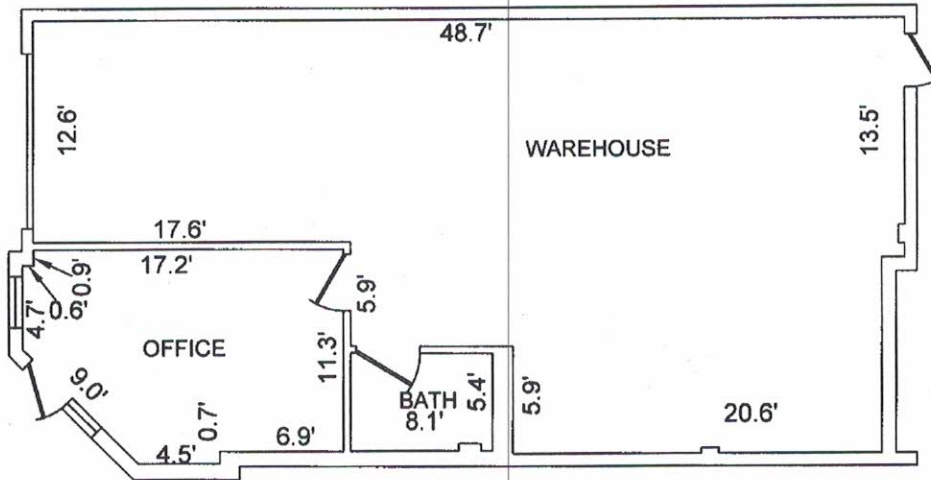
DRAWN BY:
I C D

SHEET 8 OF 14

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
UNIT

3300 NW 112 Avenue
 Miami, Florida
 October, 2006

UNIT # 12
1170± sq.ft.



NOTES:

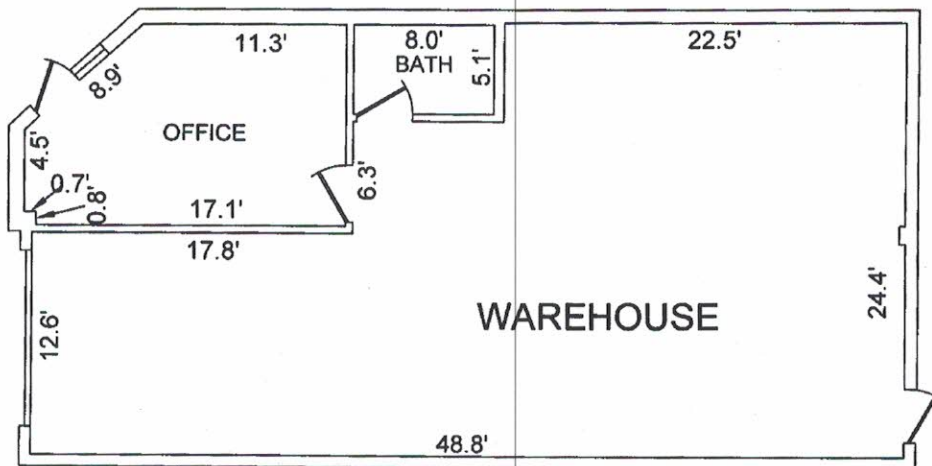
1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC. LAND SURVEYORS 12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186 (305)253-9720 (305)253-6767			
DATE: 10/06/06	SCALE 1"= 8'	DRAWN BY: J.C.D	SHEET 9 OF 14

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
UNIT

3300 NW 112 Avenue
 Miami, Florida
 October, 2006

UNIT # 10, # 6
1170± sq.ft.



NOTES:

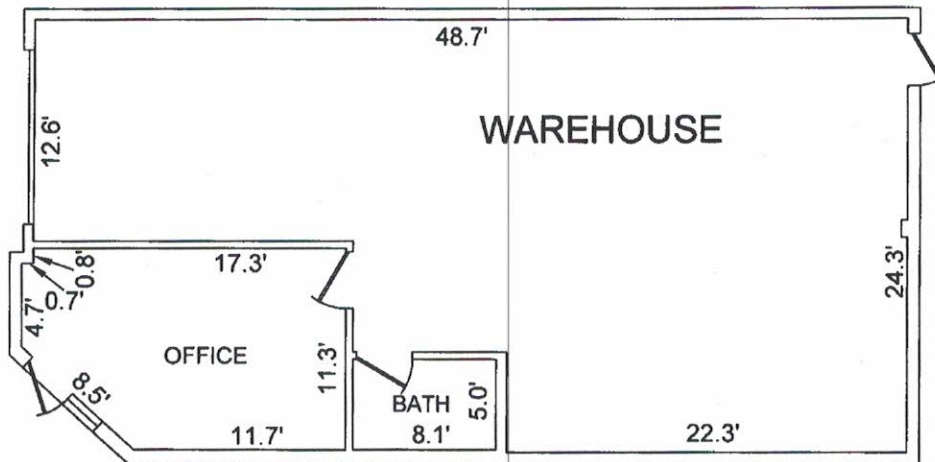
1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY. LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC. LAND SURVEYORS 12016 S W 132nd COURT, MIAMI, FLORIDA 33186 (305)253-9720 (305)253-6767			
DATE: 10/06/06	SCALE 1" = 8'	DRAWN BY: J.C.D	SHEET 10 OF 14

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 8, # 4
1170± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

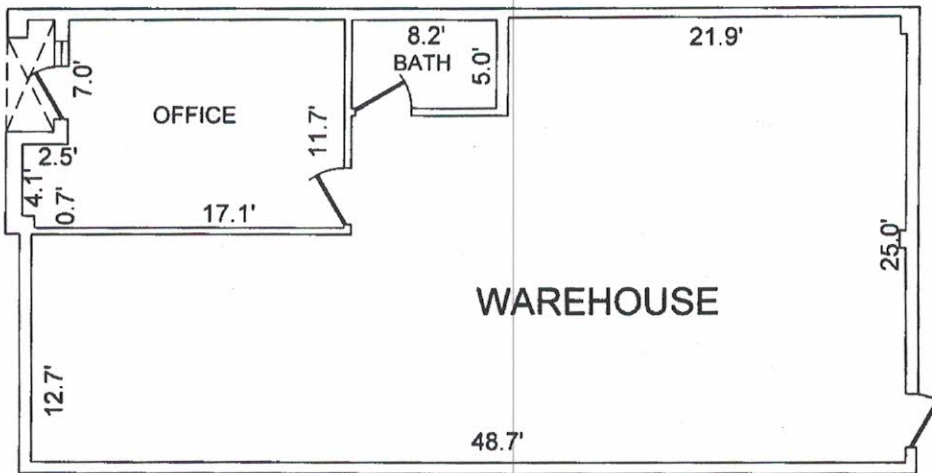
GARY B. CASTEL SURVEYING, INC.
LAND SURVEYORS
12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9720 (305)253-4767

DATE: 10/06/06	SCALE 1"= 8'	DRAWN BY: J.C.D.	SHEET 11 OF 14
-------------------	-----------------	---------------------	----------------

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
UNIT

3300 NW 112 Avenue
 Miami, Florida
 October, 2006

UNIT # 2
1200± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY. LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

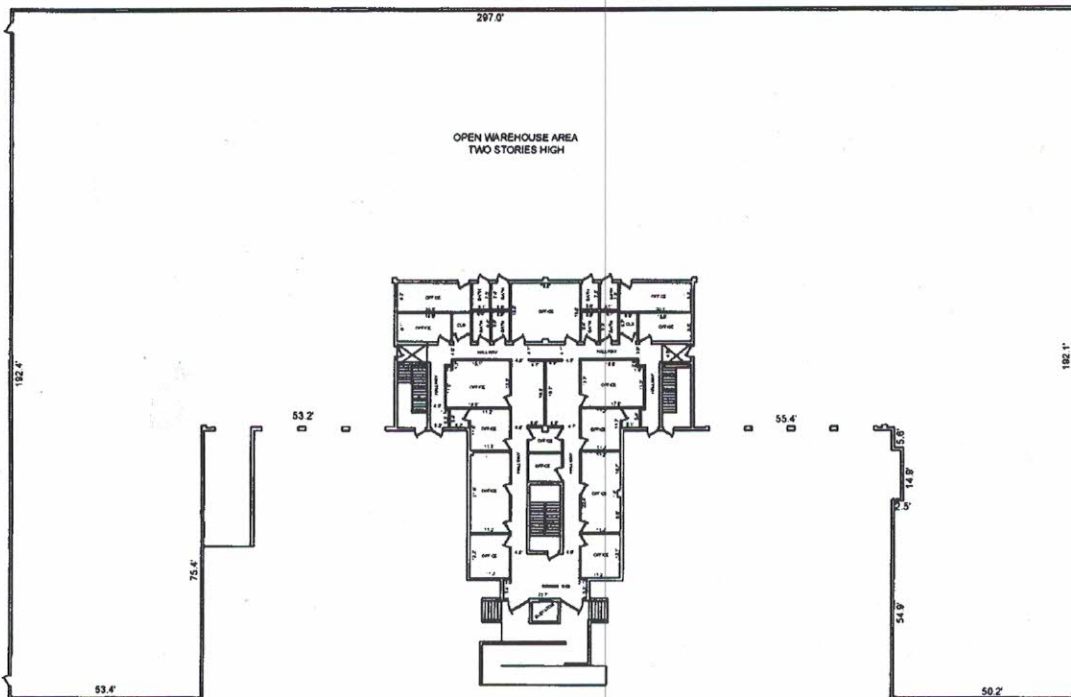
GARY B. CASTEL SURVEYING, INC.
 LAND SURVEYORS
 12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
 (305)253-9720 (305)253-6767

DATE: 10/06/06	SCALE: 1"= 8'	DRAWN BY: J.C.D	SHEET 12 OF 14
-------------------	------------------	--------------------	----------------

SAKHIL CENTER AT DORAL,
A CONDOMINIUM
UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 13 GROUND FLOOR
TOTAL SF SECOND FLOOR INCLUDED
49,755± sq.ft.



NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
3. LEGAL DESCRIPTION PROVIDED BY CLIENT.
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT.
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT.

GARY B. CASTEL SURVEYING, INC.
LAND SURVEYORS

12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9728 (305)253-6767

DATE:
10/06/06

SCALE:
1" = 40'

DRAWN BY:
J.C.D.

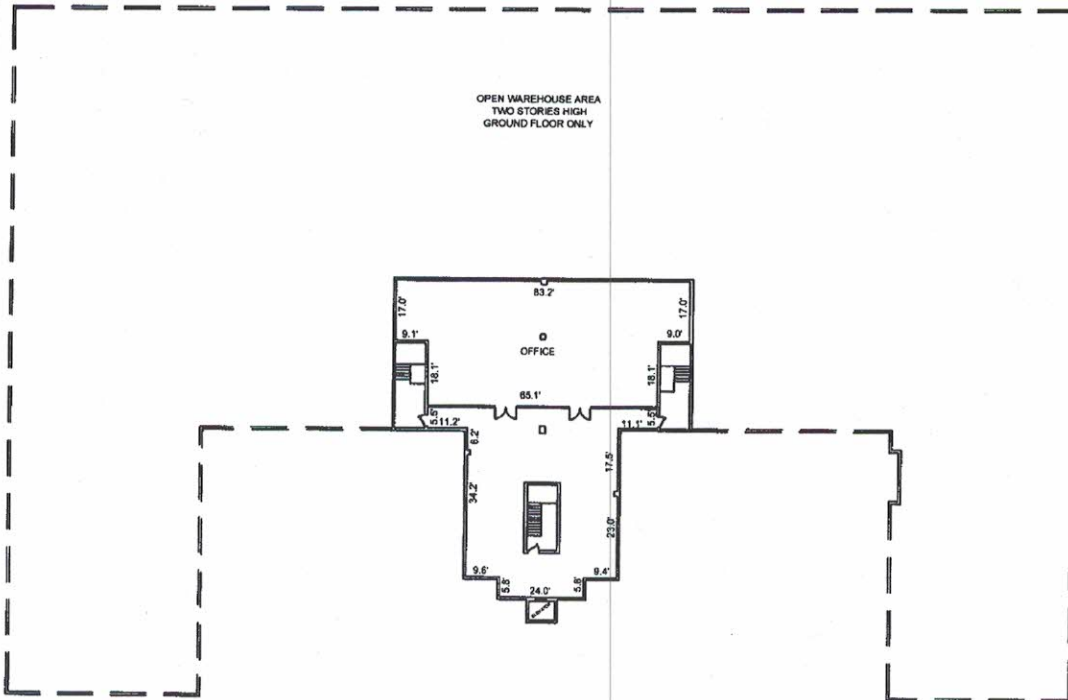
SHEET 13 OF 14

SAKHIL CENTER AT DORAL,
A CONDOMINIUM

UNIT

3300 NW 112 Avenue
Miami, Florida
October, 2006

UNIT # 13 SECOND FLOOR



OPEN WAREHOUSE AREA
TWO STORIES HIGH
GROUND FLOOR ONLY

83'2"
OFFICE
65'1"
17'0"
9'1"
18'1"
11'2"
34'2"
17'5"
23'0"
9'6"
24'0"
9'4"

NOTES:

1. UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP BY VISUAL MEANS ONLY, LEGAL OWNERSHIP NOT DETERMINED.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD
3. LEGAL DESCRIPTION PROVIDED BY CLIENT
4. UNLESS OTHERWISE SHOWN, THE RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
5. PARKING SPACES IF ASSIGNED TO A UNIT SHALL THEN BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT

GARY B. CASTEL SURVEYING, INC.

LAND SURVEYORS

12016 S.W. 132nd COURT, MIAMI, FLORIDA 33186
(305)253-9720 (305)253-4767

DATE:
10/06/06

SCALE
1" = 40'

DRAWN BY:
J.C.D

SHEET 14 OF 14

ARTICLES OF INCORPORATION

OF

SAKHIL CENTER AT DORAL CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator hereby makes, subscribes, acknowledges and files these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I.

Name and Address of the corporation

The name of this corporation shall be Sakhil Center at Doral Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association." The mailing address of the Association shall be c/o Sakhil Investments, LLC., 3405 NW. 115 Court, Miami, FL 33178 or such other address within the State of Florida as the Board of Directors may from time to time designate.

ARTICLE II.

Purpose and Definitions

2.1 The purpose for which the Association is organized is to provide an entity pursuant to The Florida Condominium Act to operate and administer a non-residential condominium to be known as Sakhil Center at Doral, which shall be located upon certain lands in Miami-Dade County, Florida.

2.2 The Condominium Act in effect at the time of recording of the Declaration shall be referred to as the "Condominium Act or simply the "Act". The Declaration of Condominium for the Condominium as recorded in the public records of said county is referred to herein as the "Declaration."

2.3 The Declaration was executed or will be executed by a party who shall be referred to as the "Developer," which term shall include any party designated in writing by the original Developer as a substitute developer or who is a successor developer by operation of law.

ARTICLE III.

Powers

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles, the Declaration of Condominium, or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

- a. To make and collect assessments against members as parcel owners to defray the costs, expenses and obligations of the Condominium;
- b. to use the proceeds of assessments in the exercise of its powers and duties;
- c. to maintain, repair, replace and operate the condominium property, including easements;
- d. to purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners;

e. to reconstruct improvements after casualty and to further improve the property;

f. to make and amend reasonable regulations respecting the use of the property in the Condominium; provided, however, that all such regulations and their amendments shall be approved by a majority of the Board of Directors before such shall become effective;

g. to enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the Condominium;

h. to contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of common elements. The Association and its officers and directors shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

i. to employ personnel to perform the services required for proper operation of the Condominium;

j. to acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, that are intended to provide for the enjoyment, recreation or other use or benefit of the unit owners;

k. to acquire, by purchase or otherwise, parcels of the Condominium, subject, nevertheless to the provisions of the Declaration and/or By-Laws relative thereto;

l. to enter into agreements with the Developer, other condominium associations, or any other legal entity for the maintenance, replacement or repair of any properties used in common with others such as, but not limited to, roads or subdivision-type improvements;

m. the power to levy reasonable fines as allowed by Sec. 718.303(3), Fla. Stats.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws. The Association shall make no distribution of income to its members, directors or officers.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, the Bylaws and The Condominium Act.

ARTICLE IV.

Members

4.1 Until the undersigned incorporator assigns his rights in this Association to the record owner of units in the Condominium, the sole member shall be the Developer. Upon such assignment, the members of the Association shall consist of all record owners of title to units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of purchasers of units from the Association as required by the Declaration of Condominium, such a change of membership in the Association shall be established by recording in the Public Records of Miami-Dade County a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of a

copy of the recorded instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4. Voting rights of the members of the Association shall be by fractional voting according to each member's relative ownership interest in the condominium. There shall be a total of 1000 membership votes in the condominium. The number of votes allocated to each unit shall be determined by a formula, as follows: Multiply the percentage share of ownership times 10. The number of votes determined in this manner shall not be rounded off. Thus, a unit with 1.89 percent of the interests in the condominium shall be entitled to 18.9 of the 1000 votes in the entire condominium. The vote of any unit shall not be divisible. If a unit is owned by more than one owner, all the owners of such unit shall collectively be entitled to cast only one vote for that unit. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V.
Directors

5.1 The affairs of the Association will be managed by a Board of Directors.

5.2 The Board of Directors shall consist of three (3) Directors.

5.3 Except for directors appointed by the Developer, Directors shall be members of the Association.

5.4 The Developer shall elect or appoint all Directors until such time as unit owners other than Developer are entitled to elect a Director under the provisions of Section 718.301 of the Condominium Act in effect at the time of recording the Declaration. Section 718.301 provides for election of directors and transfer of control as follow:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the board of administration. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the developer in the ordinary course of business

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, or

(e) Seven years after recordation of the declaration of condominium

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

5.5 Directors other than those appointed by the Developer may be removed, and vacancies on the Board of Directors may be filled, in the manner provided in the By-Laws.

5.6 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Suresh Kilnani	3405 NW. 115 Court Miami, FL 33178
Manohar Sakhrani	3405 NW. 115 Court Miami, FL 33178
Meenu Kilnani	3405 NW. 115 th Court Miami, FL 33178

ARTICLE VI.
Officers

The Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members and shall serve at the pleasure of the Board of Directors.

ARTICLE VII.
Indemnification

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses or liabilities are incurred, except: (a) when such indemnification is prohibited by Florida law; or (b) when his actions or omissions were material and constitute a violation of the criminal law, unless he had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful. In the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VIII.
By-Laws

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

ARTICLE IX.
Amendments

Amendments to the Articles of Incorporation shall be adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice to the owners of any meeting at which a proposed amendment is to be considered. Except as otherwise provided herein or in the Condominium Act or the Declaration of Condominium, a resolution adopting a proposed amendment shall require the approval of a majority of the Board of Directors and members entitled to vote not less than two-thirds (2/3) of all the voting interests of the Association.

9.2 No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written consent of the Developer so long as Developer owns and holds one or more units for sale in the ordinary course of business. In addition, if any Institutional Mortgagee holds mortgages on more than twenty (20) percent of the units, any amendment to the Articles shall require joinder of that Institutional Mortgagee, but such prior consent may not be unreasonably withheld.

9.3 Amendments shall not be effective until it has been recorded in the Public Records of Miami - Dade County, Florida. The amendment must identify, on the first page thereof, the book and page of the public records where the Declaration is recorded.

ARTICLE X.
Subscriber

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

Manohar Sakhrani
3405 NW. 115 Avenue
Miami, FL 33178

ARTICLE XI.
Registered Office and Agent

The street address of the Association's initial registered office is 3405 NW. 115 Avenue, Miami, FL 33178 and the name of the Association's initial registered agent at such office is Suresh Kilnani. The Association may change its registered office or agent or both by filing with the Florida Department of State a statement complying with Florida Statute 607.034.

ARTICLE XII.
Term

The term of the Association shall be perpetual.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation for the uses and purposes herein expressed this __ day of _____, 20____.

Suresh Kilnani, Incorporator

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this __ day of _____, 20____, by Suresh Kalnani, who is personally known to me or provided _____ as identification,

Notary Public - State of Florida

My Commission Expires: _____

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept the appointment. I am familiar with Section 48.091 and Section 607.325 of the Florida Statutes and agree to comply with the provision of the above-mentioned statute relative to performance of my duties.

Suresh Kilnani

BYLAWS
OF
SAKHIL CENTER AT DORAL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I - GENERAL

1. NAME - The name of the corporation shall be Sakhil Center at Doral Condominium Association, Inc. In these Bylaws, the corporation shall be referred to as the Association or the corporation.

ARTICLE II - DIRECTORS

1. QUALIFICATION - Other than a director appointed by the Developer, a Director must be a member of the Association. In the case of corporate ownership of a unit, the Corporate owner may designate a natural person who shall be entitled to serve on the Board if elected or appointed.

2. NUMBER AND TERM - The Board of Directors shall consist of three members. The Directors shall be elected at the annual meeting and shall serve for the term of one year or until his successor shall be elected.

3. VACANCY AND REPLACEMENT - If the office of any Director becomes vacant by reason of death, resignation, disqualification, removal from office or for any other reason, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors, except that if a majority of the positions on the Board are vacant at the same time, then the vacancies shall be filled by the affirmative vote of the entire membership in an election held as soon as reasonably possible. In such an election, a remaining director shall not be required to be reelected, but shall be entitled to serve the remainder of his/her term.

4. REMOVAL - Any member of the Board may be removed from office with or without cause by the vote or agreement in writing by a majority of all the members of the Association.

5. POWERS - The Board of Directors shall have the power to manage the affairs of the Association, including but not limited to all powers enumerated or conferred in the Declaration of Condominium, Chapter 718, Florida Statutes (the Florida Condominium Act), Chapter 617, Florida Statutes (the Florida Not-for-Profit Corporations Act) and in the Articles of Incorporation of the Association. Without limiting the powers of the Board in any way, such powers also include the power to levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing; provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

6. COMPENSATION - The members of the Board shall serve without compensation.

7. MEETINGS -

- a. Meetings of the Board shall be open to all unit owners.
- b. Any unit owner may tape record or videotape meetings of the Board.

c. NOTICES OF BOARD MEETINGS - Except as otherwise provided herein, notice of all meetings of the Board, including adjourned meetings, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting, except in an emergency. This requirement does not apply if there is no condominium property upon which notices can be posted. The notice shall specifically include an identification of agenda items.

d. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding unit use will be considered shall be mailed, delivered or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting.

e. QUORUM - The presence in person of at least a majority of the members of the Board shall constitute a quorum for the purposes of transacting the business of the Board. If a quorum shall not be present, the Directors then present may adjourn the meeting without notice until a quorum is present.

f. PARTICIPATION BY TELEPHONE - When any of the board or committee members meet by telephone conference, those board or committee members attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those board or committee members attending by telephone may be heard by the board or committee members attending in person as well as by any unit owners present at the meeting.

g. ORDER OF BUSINESS - The order of business at all meetings of the Board shall be:

- (1) roll call
- (2) reading the minutes of the last meeting
- (3) reports of officers and committees
- (4) old business
- (5) new business
- (6) adjournment.

h. ANNUAL REPORT TO MEMBERS - The Board shall make an Annual Report to the members at each Annual Meeting which shall set forth the business and financial condition of the Association, including a report of the operating expenses of the Association and the status of payment of the assessments on each unit. The Annual Report shall include a financial statement for the preceding fiscal year of the type required by Section 718.111(13), Fla. Stats.

ARTICLE III - OFFICERS

1. The officers of the Association shall be chosen by, and from amongst, the members of the Board. The Officers shall be a President, Vice-President, Secretary and Treasurer. The Officers shall serve at the pleasure of the Board and may be removed at any time by a vote of a majority of the members of the entire Board.

2. DUTIES OF THE OFFICERS -

(a) President - The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the members and the Board, he shall sign all contracts entered into by the corporation, he shall supervise the work of all other officers of the corporation, and generally, he shall perform all other duties required of the holder of such an office in a corporation of this nature.

(b) Vice-President - The Vice-President shall perform all duties assigned to him by the Board of Directors, and in the absence of the President, the duties of the President.

(c) Secretary - The Secretary shall keep the minutes of all meetings and shall be responsible for the giving of all notices for such meetings. The Secretary shall also be

responsible for keeping a permanent file of the records of the Association, including the minutes of the meetings, all official correspondence, and all committee records. The Secretary shall also maintain the electronic mailing addresses and the numbers designated by unit owners for receiving notices by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked.

(d) Treasurer - The Treasurer, or his designated agent if approved by the Board, shall have custody of the corporation's funds and shall keep full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall also endorse for collection or deposit all money, notes and other negotiable instruments to the credit of the corporation in such depositories as may be directed by the Board. He shall perform such other duties as may, from time to time, be prescribed by the President or the Board. The Treasurer may be required to give the corporation a bond, in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office. The cost of the premium for the bond shall be paid by the Association.

3. COMPENSATION - The officers shall serve without compensation.

4. TERM OF OFFICE - The Officers shall hold office until their successors are chosen and qualify, or until removed from office as otherwise provided herein. If an office shall become vacant for any reason, the position shall be filled by appointment of the majority of the Board.

ARTICLE IV - MEMBERSHIP

1. Ownership of a condominium unit shall automatically qualify the owner as a member of the Association, provided however, that membership in the Association shall be limited to owners of the condominium parcels.

2. VOTING RIGHTS -

a. Fractional Voting - There shall be a total of 1000 membership votes in the condominium. The number of votes allocated to each unit shall be determined by a formula, as follows: Multiply the percentage share of ownership times 10. The number of votes determined in this manner shall not be rounded off. Thus, a unit with 1.89 percent of the interests in the condominium shall be entitled to 18.9 of the 1000 votes in the entire condominium. The vote of any unit shall not be divisible.

b. If a parcel is owned by any form of joint ownership, one person shall be designated by the joint owners to hold the voting right and that person shall be entitled to cast one vote on behalf of the joint owners.

ARTICLE V - MEETINGS OF MEMBERS

1. ANNUAL MEETING - There shall be an annual meeting of the members of the Association which shall take place on the first Monday in December in each year, or as soon thereafter as is reasonably possible, provided however, if the fiscal year of the Association is not the calendar year, then the annual meeting shall be held approximately 30 days before the commencement of the Association's fiscal year. The purpose of the annual meeting shall be to elect the members of the Board of Directors, to transact such other business as may properly be brought before the meeting, and to discuss the business and affairs of the Association amongst all the members.

2. NOTICE OF MEETINGS - Written notice of all meetings of the members, including the annual meeting, shall be mailed, delivered or electronically transmitted to each unit owner at least 14 days prior to the meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days before the meeting, except in the case of an emergency, in which case the meeting may be called upon less than 14 days notice. The Board shall designate a specific location on the condominium

property upon which all notices of unit owner meetings shall be posted, except that this requirement does not apply if there is no condominium property upon which notices can be posted. The notice shall specifically state the agenda for the meeting.

3. QUORUM - At meetings of the members, the presence in person or by proxy of thirty percent (30%) of the voting interests of the Association shall be necessary to constitute a quorum.

4. ELECTION OF DIRECTORS -

The members shall elect the Directors by voting for the same number of directors as the number of Board positions available. For example, if there are 3 Board members being elected and 5 candidates, then each member shall vote for 3 candidates, and in such case, the candidates receiving the 3 highest numbers of votes shall be elected. If the number of candidates is equal to or less than the number of Directors being elected, an election and balloting shall not be necessary and all such candidates shall become directors automatically.

The members of the Board of Directors shall be elected by written ballot. Proxies shall in no event be used in electing the board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718, Fla. Stats. Not less than 60 days before a scheduled election, the association shall mail, deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, or electronically transmit to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the association not less than 40 days before a scheduled election. Not less than 14 and no more than 34 days prior to the election, the Association shall mail a second notice of the election to all unit owners entitled to vote therein, together with a copy of the agenda, and a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for an election of Directors; however, at least 20 percent of the voting interests must cast a ballot in order to have a valid election of members of the board.

5. PROXIES-

- a. Members may not vote to elect Directors in general elections by proxy.
- b. General proxies may be used for the purpose of obtaining a quorum and for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, unit owners may vote in person at unit owners meetings. Any proxy given for other voting purposes shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.
- c. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive the financial reporting requirements of s. 718.111(13); for votes taken to amend the declaration pursuant to s. 718.110, for votes taken to amend the articles of incorporation or bylaws, and for any other matter for which Chapter 718 requires or permits a vote of the unit owners.

6. VOTING REQUIREMENT - Unless otherwise provided in the Articles of Incorporation, Declaration of Condominium, or Bylaws of the Association, decisions of

the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

7. RECORDING OF MEETINGS - Any unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the Division of Condominiums or the Association.

8. WAIVER OF NOTICE OF MEETINGS - The right to receive notice of any meeting of the members may be waived in writing by a member.

9. ELECTRONIC TRANSMISSION OF NOTICES - Except for the purpose of giving notice of any meeting for the purpose of recalling the board of directors, in whole or in part, notice of any other meeting of the board of directors, unit owners, including the annual and special meetings of the members, and committees, may be given by electronic transmission in a manner authorized by law to unit owners who consent to receive notice by electronic transmission.

ARTICLE VI - AMENDMENT

1. These Bylaws may only be amended by the members of the Association at a duly called meeting thereof pursuant to proper Notice. To adopt a proposed amendment, at least a majority of the Board of Directors and two-thirds of the total voting interests of the Association must vote in favor of the amendment.

ARTICLE VII - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following:

(a). Budget - The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association which shall state all items of expenses set forth in Section 718.504(21) of the Florida Condominium Act, determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance to the extent required by law. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less than adequate than required. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves for the first two fiscal years of operation of the Association, beginning with the fiscal year in which the initial Declaration is recorded, with the vote taken each fiscal year, after which time reserves may only be waived or reduced upon the vote of a majority of non-Developer voting interests present at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less than adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purpose is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

The adoption of a budget for the Association shall comply with the following requirements:

i) Notice of Meeting - A copy of the proposed budget shall be mailed, electronically transmitted to the location furnished by the unit owner for that purpose, or otherwise delivered to each Unit Owner not less than 14 days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

ii) Special Membership meeting - If a budget is adopted by the Board which requires assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, then upon written application of ten (10) percent of the Unit Owners received by the Board within 21 days after adoption of the budget, a special meeting of the Unit Owners shall be held within sixty (60) days after adoption of such budget. Each Unit Owner shall be given at least fourteen (14) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget has not been adopted by the Unit Owners, then the budget adopted by the Board shall go into effect as scheduled.

iii) Determination of Budget Amount - In determining whether a budget requires Assessments against Unit Owners in any year exceeding 115% of assessments for the preceding year, there shall be excluded from the computations any authorized provisions for reasonable reserves made by the Board for repair or replacement of the Condominium property, for anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and for assessments for improvements to the Condominium property.

iv). Proviso - As long as the Developer is in control of the Board of Directors, the Board shall not impose assessments for a year greater than one hundred fifteen (115%) percent of the prior year's assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) Adoption by Membership - In the event that the Board shall be unable to adopt a budget for a fiscal year in accordance with the requirements of subsection (a) above, the Board may call a special meeting of the Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and upon ratification by a majority of the Board, it shall become the budget for such year.

(c) Assessments - Assessments against Unit Owners shall be made for the applicable fiscal year annually at least 20 days preceding the year for which the Assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month.

(d) Special Assessments - Special assessments shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors may require in the notice of such assessments. Funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

(e) Upon written request from any government agency, or holder of any mortgage, or insurer or guarantor of any mortgage or other interest or prospective interest in the condominium, the Association is required to furnish a copy of the Association's financial statement for the immediately preceding fiscal year.

(f) Unless otherwise changed by the Board of Directors, the fiscal year of the Association shall be the calendar year.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. INQUIRIES - When a unit owner delivers a written inquiry to the Board, the Board shall respond to the unit owner in writing within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Bureau of Condominiums. If the Board requests advice from the Bureau, the Board shall, within 10 days of its receipt of the advice, provide in writing a

substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

2. COMMON ELEMENTS LIMITED POWER TO CONVEY - The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

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

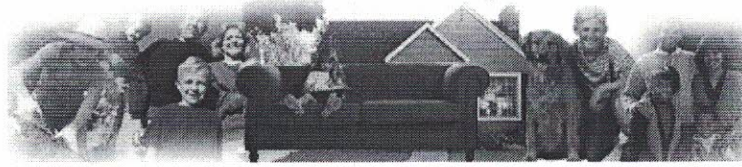
4. CONSTRUCTION - Wherever the masculine singular form of the pronoun is used herein, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

5. CERTIFICATE OF COMPLIANCE - A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.

The foregoing was adopted as the Bylaws of the Association on the ____ day of _____, 200__.

APPROVED:

My Home



miamidade.gov

ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

- Text only
- Property Appraiser Tax Estimator
- Property Appraiser Tax Comparison

Summary Details:

Folio No.:	35-3030-046-0080
Property:	3300 NW 112 AVE 8
Mailing Address:	BELINA EXPORT INC 5930 NW 99 AVE #3 DORAL FL 33178-2710

Property Information:

Primary Zone:	7700 INDUSTRIAL-CONDITIONAL
CLUC:	0018 COMMERCIAL-CONDOMINIUM
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	1,170
Lot Size:	0
Year Built:	2006
Legal Description:	SAKHIL CENTER AT DORAL CONDO UNIT 8 UNDIV 1.83% INT IN COMMON ELEMENTS OFF REC 25086-1439 COC 25400-4153 02 2007 2

Assessment Information:

Year:	2009	2008
Land Value:	\$0	\$0
Building Value:	\$0	\$0
Market Value:	\$191,100	\$191,100
Assessed Value:	\$191,100	\$191,100

Taxable Value Information:

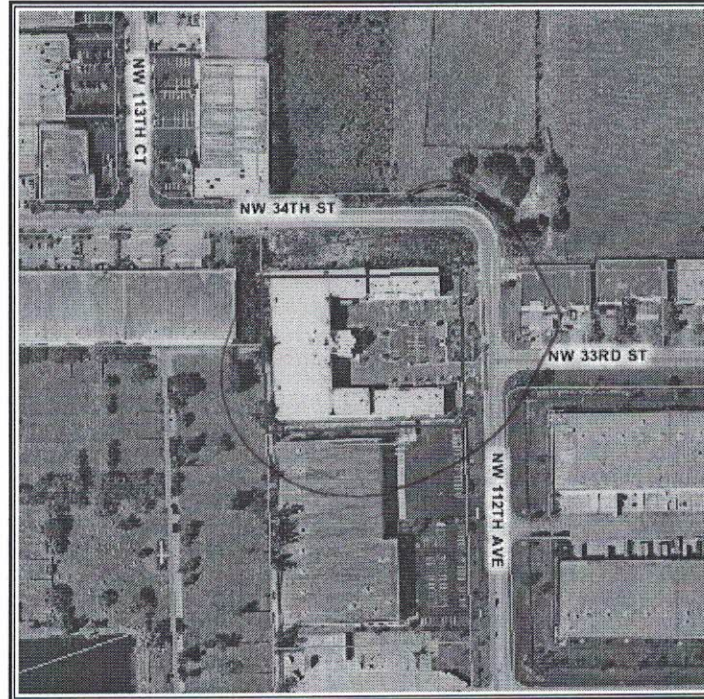
Year:	2009	2008
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$191,100	\$0/\$191,100
County:	\$0/\$191,100	\$0/\$191,100
City:	\$0/\$191,100	\$0/\$191,100
School Board:	\$0/\$191,100	\$0/\$191,100

Sale Information:

Sale Date:	2/2007
Sale Amount:	\$920,000
Sale O/R:	25400-4153
Sales Qualification Description:	Deeds which include more than one parcel
View Additional Sales	

Additional Information:

[Click here to see more information for this property:](#)
Community Development District



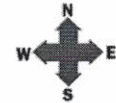
Digital Orthophotography - 2007

0 ——— 142 ft

Legend

- Property Boundary
- Selected Property

- Street
- Highway
- Miami-Dade County
- Water



[My Home](#) | [Property Information](#) | [Property Taxes](#)
| [My Neighborhood](#) | [Property Appraiser](#)

[Home](#) | [Using Our Site](#) | [About](#) | [Phone Directory](#) | [Privacy](#) | [Disclaimer](#)

If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at Webmaster.

Web Site
© 2002 Miami-Dade County.
All rights reserved.