

w/c Tr-
This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
RUTHERFORD, MULHALL & WARGO
2600 North Military Trail, 4th Floor
Boca Raton, Florida 33431-6348

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
SUNLAND GARDEN APARTMENTS NUMBER TWO, A CONDOMINIUM, TO
EFFECTUATE A MERGER OF SUNLAND GARDEN APARTMENTS, A
CONDOMINIUM AND SUNLAND GARDEN APARTMENTS NUMBER TWO, A
CONDOMINIUM, INTO A SINGLE CONDOMINIUM KNOWN AS SUNLAND GARDEN
APARTMENTS NUMBER TWO, A CONDOMINIUM**

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION AND
BYLAWS OF SUNLAND APARTMENTS, INC. NUMBER TWO TO EFFECTUATE A
MERGER OF SUNLAND APARTMENTS, INC. AND SUNLAND APARTMENTS, INC.
NUMBER TWO INTO A SINGLE CONDOMINIUM ASSOCIATION KNOWN AS
SUNLAND APARTMENTS, INC. NUMBER TWO**

This Certificate is made this 5TH day of September, 2000 by Sunland
Apartments, Inc., a Florida not-for-profit corporation and Sunland Apartments, Inc., Number
Two, a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, the Declaration of Condominium of Sunland Garden Apartments, a
Condominium and the Articles of Incorporation and the Bylaws of Sunland Apartments,
Inc., were recorded commencing at Official Records Book 2605, Page 649 of the Public
Records of Broward County, Florida, and established covenants running with the land
therein described;

WHEREAS, the Declaration of Condominium of Sunland Garden Apartments
Number Two, a Condominium and the Articles of Incorporation and the Bylaws of Sunland
Apartments, Inc. Number Two, were recorded commencing at Official Records Book 2672,
Page 366 of the Public Records of Broward County, Florida, and established covenants
running with the land therein described;

WHEREAS, the two(2) Associations, Sunland Apartments, Inc. and the Sunland
Apartments, Inc. Number Two are hereinafter collectively referred to as "Associations."

NOW, THEREFORE, the Presidents and Secretaries of the Associations hereby
certify that:

1. Both Associations have duly adopted the Amendments to the Declaration of

Condominium of Sunland Garden Apartments Number Two to Effectuate a Merger of Sunland Garden Apartments, a Condominium and Sunland Gardens Apartments Number Two, a Condominium, attached hereto as Exhibit "A";

2. Both Associations have also duly adopted the Amended and Restated Articles of Incorporation of Sunland Apartments, Inc. Number Two attached hereto as Exhibit "B";

3. Both Associations have also duly adopted the Amended and Restated Bylaws of Sunland Apartments, Inc. Number Two, attached hereto as Exhibit "C."

4. Both Associations desire that all said amendments shall be certified of record as notice to all current and future owners of property subject to such governing documents and amendments thereto.

5. The approval and adoption of the Amendments to the Declaration of Condominium of Sunland Garden Apartments Number Two to Effectuate a Merger of Sunland Garden Apartments, a Condominium and Sunland Gardens Apartments Number Two, a Condominium, attached hereto as Exhibit "A"; the Amended and Restated Articles of Incorporation attached hereto as Exhibit "B" of Sunland Apartments, Inc. Number Two; and the Amended and Restated Bylaws attached hereto as Exhibit "C" of Sunland Apartments, Inc. Number Two is reflected in the minutes of the Associations, and said approval and adoption is unrevoked.

6. The two(2) condominiums, Sunland Garden Apartments, a Condominium and Sunland Gardens Apartments Number Two, a Condominium, are hereby merged into a single condominium known as Sunland Garden Apartments Number Two, a Condominium.

7. The Declaration of Sunland Garden Apartments recorded in Official Records Book 2605, Page 649, of the Public Records of Broward County, Florida, is deleted in its entirety and the aforesaid Declaration of Condominium for Sunland Garden Apartments Number Two recorded at Official Records Book 2672, Page 366 of the Public Records of Broward County, Florida, as amended, shall be the surviving Declaration of Condominium for Sunland Garden Apartments Number Two, a single condominium formerly comprised of the above mentioned two (2) separate condominiums, and the two (2) separate above described condominiums shall cease to exist as separate condominiums.

8. The two(2) Associations, Sunland Apartments, Inc. and Sunland Apartments, Inc. Number Two are hereby merged. The surviving corporation is Sunland Apartments, Inc. Number Two, a Florida not-for-profit corporation.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 5TH day of September, 2000.

Witnesses (as to both):

Robert B. Burr
Signature

ROBERT B. BURR
Print Name

John L. McKenzie
Signature
John L. McKenzie
Print Name

SUNLAND APARTMENTS, INC.

By: Helen F. Altman
Signature

HELEN ALTMAN

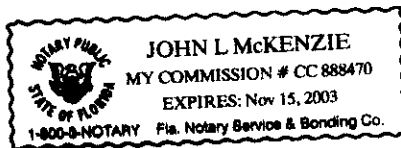
Print Name
Its President

Attest: Angela M. Pinto
Signature

Print Name
Its Secretary

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss.:

The foregoing instrument was acknowledged before me this 5th day of September, 2000, by Raymond Kennedy and Angela Pinto, as President and Secretary, respectively, of SUNLAND APARTMENTS, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.



John L. McKenzie
NOTARY PUBLIC, State of Florida

SUNLAND APARTMENTS, INC.
NUMBER TWO

Witnesses (as to both):

Robert B. Burr
Signature

ROBERT B. BURR
Print Name

John L. McKenzie
Signature
John L. McKenzie
Print Name

By: Raymond F. Kennedy
Signature

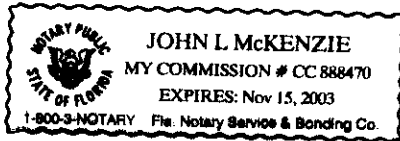
RAYMOND F. KENNEDY
Print Name
Its President

Attest: Thomas Dineen
Signature
THOMAS DINEEN
Print Name
Its Secretary

STATE OF FLORIDA)
)ss.:
 COUNTY OF)

The foregoing instrument was acknowledged before me, this 5 day of September, 2000, by Roymond Kennedy and Thomas Pinckney, as President and Secretary, respectively, of SUNLAND APARTMENTS, INC. NUMBER TWO, a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.

John L. McKenzie
 NOTARY PUBLIC, State of Florida



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
SUNLAND GARDEN APARTMENTS NUMBER TWO
to Effectuate a Merger of
SUNLAND GARDEN APARTMENTS, A CONDOMINIUM
and
SUNLAND GARDEN APARTMENTS NUMBER TWO, A CONDOMINIUM**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS. UNAFFECTED LANGUAGE IS NOTED BY ...

1. The Whereas clauses of the Declaration of Condominium are amended to read as follows:

~~Yoho Land Corporation, a Florida corporation, hereinafter referred to as subdivider, as present owner of the property plotted as SUNLAND GARDEN APARTMENTS NUMBER TWO, and legally described as:~~

~~All of lots 2 to 20 inclusive, less the south 100 feet thereof, in Block H, of the amended plat of Venetian Isles Shopping Center, as recorded in Plat Book 46 at Page 46 of the Public Records of Broward County, Florida.~~

~~hereby makes and declares the restrictions, reservations, covenants, conditions and easements set hereinafter as applicable to the property described as SUNLAND GARDEN APARTMENTS NUMBER TWO, a Condominium, of Broward County, Florida, according to the Plat thereof recorded in Condominium Book 1 at Page 12 of the Public Records of Broward County, Florida.~~

On or about 29th day of May, 1963, the original Declaration of Condominium of Sunland Garden Apartments was recorded in Official Records Book 2605, Page 649 et. seq. of the Public Records of Broward County, Florida. On or about the 24th day of September, 1963 the original Declaration of Condominium of Sunland Garden Apartments Number Two was executed by the President and Secretary of Yoho Land Corporation. That Declaration was recorded in Official Records Book 2672, Page 366 et. seq. of the Public Records of Broward County, Florida. Such Condominiums, as described according to the Declarations thereof, are merged pursuant to Section 718.110(7) of the Florida Statutes. To effectuate the merger of the above-described Condominiums into a single Condominium to be known as Sunland Gardens Apartments Number Two, a Condominium, the above-described Declaration of Sunland Garden Apartments as recorded in Official Records Book 2605, at Page 649, of the Public Records of Broward County, Florida, is deleted in its entirety and the aforesaid Declaration of Condominium for Sunland Garden Apartments Number Two, as amended, shall be the surviving Declaration of Condominium for Sunland Garden Apartments Number Two, a single Condominium formerly comprised of the above-mentioned two separate Condominiums and the two separate above-described Condominiums shall cease to exist as separate Condominiums.

(The remainder is unchanged.)

2. Amendment to Article 1 of the Declaration of Condominium, as follows:

1. ~~Subdivision of Sunland Gardens Apartments No. 2. Subdivider has constructed three (3) apartment house on the property described on the plat of Sunland Garden Apartments Number Two. Subsequent to substantial completion of construction, Subdivider had the apartment building surveyed and subdivided the property covering by said plot into fifty two (52) apartments; i.e.~~

Exhibit A

~~apartments 13 through 64, and into parcel "B", and hereby submits the Condominium property referred to above to Condominium ownership. Each apartment is comprised of that apartment as shown on the plat of Sunland Garden Apartments Number Two, a Condominium, Book 1, Page 12 of the Public Records of Broward County, Florida and bearing the same number, that a copy of said plat is attached hereto and described as "Exhibit 1".~~

The owner or owners of each apartment shall own a ~~one-fifty-second (1/52nd)~~ one-sixty fourth (1/64th) undivided interest in the common property and common surplus. The common property being defined as the land occupied by the apartment buildings, and those portions of each apartment building which are occupied or used by more than one apartment owner, the land upon which the Condominium is situated is described as follows:

The South 100' of that parcel of land described as Lots 2, 3, 4 and 5 of Block H, according to the amended Plat of Venetian Isles Shopping Center, as recorded in Plat Book 46 at Page 46 of the Public Records of Broward County, Florida

commonly known as the SUNLAND GARDEN APARTMENTS, a subdivision of Broward County, Florida, according to the Plat thereof, recorded in Plat Book 57, Page 16 of the Public Records of Broward County, Florida

and

All of Lots 2 to 20 inclusive, less the South 100 feet thereof, in Block H of the Amended Plat of VENETIAN ISLES SHOPPING CENTER, as recorded in Plat Book 46 at Page 46 of the Public Records of Broward County, Florida

commonly known as the SUNLAND GARDEN APARTMENTS NUMBER TWO, a Condominium, of Broward County, Florida, according to the Plat thereof recorded in Condominium Book 1 at Page 12 of the Public Records of Broward County, Florida.

The apartments are shown on the surveys attached as Exhibits to the original Declarations of Condominium. Common property is further defined and included within its meaning the following items:

(The remainder of Article 1 unchanged)

3. Amendment to Article 2 of the Declaration of Condominium, as follows:

2. Prohibition of further Subdivision and Waiver of Partition. The space within any of the apartments and common property shall not be further subdivided. An undivided interest in the common property is hereby declared to be appurtenant to each apartment and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the apartment and such interest shall be conveyed, devised, encumbered or otherwise included with the apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any apartment shall be deemed to describe the entire apartment owned by the person executing such instrument and an interest in the entire area described ~~as parcel "B"~~ on the original Declarations of Condominium (or Exhibits attached thereto) as "parcel "B". Any instrument subsequent to the subdividers conveyances conveying, transferring or encumbering an undivided percentage interest in an apartment must also convey, transfer or encumber the same undivided percentage interest in the

common property owned by the person executing such conveyance or encumbrance.

(Remainder of Article 2 unchanged)

4. Amendment to Article 3 of the Declaration of Condominium as follows:

3. Easements. All owners of apartments shall have as an appurtenance to their apartments a perpetual easement for normal ingress to and egress from their apartment over all common property as that term has been heretofore defined in Paragraph "1" hereof, including but not limited to stairs, terraces, walks, from and to the public highways bounding SUNLAND GARDEN APARTMENTS NUMBER TWO subdivision and a perpetual right or easement in common with all persons owning an interest in any apartment in SUNLAND GARDEN APARTMENTS NUMBER TWO to the use and enjoyment of all public portions of the buildings (including but not limited to utilities as they now exist) located on said land.

~~In interpreting deeds and plans of existing physical boundaries of an apartment, as described in the plat of Sunland Gardens Apartments Number Two, Condominium Book 1 at Page 12 of the Public Records of Broward County, Florida, or of an apartment reconstructed in substantial accordance with the original plans thereof, as hereinafter provided, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or plans, regardless of settling or lateral movement of the buildings and regardless of minor variance by the boundaries shown on the plan or in the deed and these buildings.~~

(Remainder of Article 3 unchanged.)

5. Amendment to Article 4 of the Declaration of Condominium, as follows:

Non-Profit Corporation. A charter for incorporation of SUNLAND APARTMENTS, INC. NUMBER TWO, (a non profit corporation herein referred to as Association) has been granted by the State of Florida and the principal purpose of said Association is to perform the acts and duties desirable for apartment house management for the apartments and common property and to levy and enforce collection of assessments as are necessary to perform said acts and duties and all duties herein expressly or impliedly imposed on the corporation; that a copy of the By-Laws of SUNLAND APARTMENTS, INC. NUMBER TWO, was ~~is~~ attached to the original Declaration of Condominium as hereto as Exhibit "2".

~~The subdivider and a~~ All persons hereafter owning a vested present interest in the fee title to any one of the apartments ~~shown on the aforesaid plat~~ and which interest is evidenced by recordation of the proper instrument in the Public Records of Broward County, Florida shall automatically be members and their membership shall automatically terminate when they no longer own such interest.

Each apartment shall be entitled to one vote an apartment owner or owners entitled to cast one of the ~~fifty-two~~ sixty-four (64) of such votes shall be determined as follows:

...

There shall not be more than ~~fifty-two (52)~~ sixty-four (64) voting members at any one time and each may cast one vote.

(The remainder of Article 4 is unchanged)

6. Amendment to Article 5 of the Declaration of Condominium as follows:

5. Assessments. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for all corporate taxes, which may be levied by either the United States Government or the State of Florida or any additional taxing authority, insurance for common property and apartments, operating expenses, maintenance expense, repairs, utilities, replacement reserve, and a reasonable operating reserve for the common property.

The total regular annual assessment for each fiscal year assessed against each apartment (and the interest in common property appurtenant thereto) and all members owning an interest in each apartment shall be ~~one-fifty-second (1/52nd)~~ one-sixty fourth (1/64th) of the Association's total annual budget for such fiscal year.

Assessments for emergency expenses which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefore to the apartment owners concerned. ~~After such notice and upon approval in writing of more than one-half of the apartment owners concerned, the assessments shall become effective and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors of the Association may require.~~

...

Assessments that are unpaid for over ~~thirty (30)~~ ten (10) days after due shall bear interest at the ~~rate of eight percent (8%)~~ highest rate allowed by law per annum until paid,

(The remainder of Article 5 is unchanged.)

7. Amendment to Article 7, Section f of the Declaration of Condominium, as follows:

(f) Each of the members owning an interest in any apartment shall, prior to the first day of April each year, pay that ad valorem tax levied upon the interest of the apartment owner by the tax assessor of Broward County, Florida or other taxing authority, it being understood that the value attributed to each of said apartments shall include ~~one-fifth-second (1/52nd)~~ one-sixty fourth (1/64th) of the value attributed to the common property as that term has been heretofore defined. The members shall not complain or contest to any one of the amounts that the tax assessor assesses against their apartment and ~~one-fifty-second (1/52nd)~~ one-sixty fourth (1/64th) undivided interest in the common property on the grounds that such assessed value should be different from the assessed value of any other apartment and ~~one-fifty-second (1/52nd)~~ one-sixty fourth (1/64th) undivided interest in the common property and agree and intend that the ~~one-fifty-second (1/52nd)~~ one-sixty fourth (1/64th) undivided interest be assessed together with and as an appurtenance to the apartment.

(The remainder of Article 7 is unchanged.)

8. Amendment to Article 7, Section l of the Declaration of Condominium to delete said Section in its entirety and renumber former Section m to l.

9. Amendment to Article 11 of the Declaration of Condominium, as follows:

11. Apartment Transfers. Any transfer of an apartment shall include all appurtenances thereto whether or not specifically described, including an undivided ~~one fifty second (1/52nd)~~ one-sixty fourth (1/64th) interest in the common property and interest in the funds and assets held by the corporation. ~~A deed shall be sufficient if its substantially in the form which is attached hereto and referred to as Exhibit 3.~~

(The remainder of Article 11 is unchanged.)

10. Amendment to Article 13, Section b of the Declaration of Condominium, as follows:

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and after being proposed and approved by one of such bodies it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval in writing. Such approvals must be by ~~all~~ a majority of the Directors and by ~~all~~ eighty (80%) percent of the members of the Association.

(The remainder of Article 13 is unchanged.)

68952

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

SUNLAND APARTMENTS, INC.
NUMBER TWO

Note- Additions to the text are indicated by underlining; deletions to the text are indicated by ~~striking through~~ with hyphens.

~~WE, THE UNDERSIGNED SUBSCRIBERS, associate ourselves to become a Florida corporation, not for profit, pursuant to Chapter 617, Florida Statutes as amended.~~

These are the Amended and Restated Articles of Incorporation of Sunland Apartments, Inc., Number Two, incorporated under the Laws of the State of Florida as a corporation not for profit.

ARTICLE I.

Name and Location

Section 1. The name of this corporation shall be SUNLAND APARTMENTS, INC., NUMBER TWO (hereinafter "Association") and the principal office shall be 3851 NE 21st Avenue, Lighthouse Point, Broward County, Florida.

ARTICLE II.

Purposes and Powers

Section 1. This Association shall have all of the powers granted by Chapter 718 of the Florida Statutes. The Association shall have all of the powers, without limitation, reasonably necessary to implement the purposes of the Association and to take all actions and to perform all duties deemed necessary for the protection, preservation, and improvement of the property which it administers and the membership of the Association and shall have all of the powers granted to it by the Declaration of Condominium for the Sunland Garden Apartment Number Two, A Condominium, as it has been amended to reflect the merger between the Sunland Garden Apartments, A Condominium and the Sunland Garden Apartments Number Two, A Condominium and recorded amongst the public records of Broward County, and the Amended and Restated Bylaws of the Association. The purpose for which this corporation is formed are as follows: Without limiting the generality of the foregoing, the Association is specifically empowered and obligated to perform the following functions:

A. To perform all the acts and duties as are normally performed by ~~an apartment house manager condominium association~~ as to the property included in the Amended and Restated Declaration of Condominium for SUNLAND GARDEN APARTMENTS NUMBER TWO Plat of SUNLAND GARDEN APARTMENTS NUMBER TWO, according to the Plat thereof as recorded in Plat Book _____, Page _____ of the Public Records of Broward County, Florida, and in particular that real property described as "PARCEL B"; the duties of the house manager shall including among others the following:

(1) To establish and provide for the collection of assessments which may be levied against the members from time to time.

(2) To repair, replace, to maintain and to operate each member's interest in the ~~aferedescribed "PARCEL B"~~ condominium property and to recover and if necessary, enforce assessment liens against the membership or individual members by whatever means recognized pursuant to the Florida Statutes made and provided.

B. To carry out the obligations and duties required of this corporation as delineated within that certain Declaration of Condominium for SUNLAND GARDEN APARTMENTS

Exhibit B

~~NUMBER TWO, as amended, and the By-Laws of the Association Declaration of Restrictive Covenants and Conditions, which Restrictions encumber the Plat of SUNLAND GARDEN APARTMENTS NUMBER TWO heretofore referred to, and to assume those rights and obligations granted to this Corporation by reason of said Restrictions.~~

C. It is specifically understood that no member, director or officer of this Corporation shall receive any pecuniary benefit resulting from assessment income to be paid to this Corporation.

D. ~~These~~ Additional corporate powers conferred by Florida Statute 617, as amended.

ARTICLE III.

Qualification of Members and Manner of their Admission

Section 1. All persons who shall own a vested interest in the fee simple title to any one of the Apartments referred to ~~on the Plat in the Declaration of Condominium~~ of SUNLAND GARDEN APARTMENTS NUMBER TWO, as it may be amended from time to time, shall be members of this Corporation, such membership to exist so long as that interest shall continue.

Section 2. Owners of each Apartment shall collectively be entitled to one vote and the person entitled to cast such vote shall be determined by the Bylaws as follows:

~~A statement must be filed with the Secretary of the Corporation in writing signed under oath by members with an interest in an Apartment and shall state:~~

A. ~~The respective percentage interest of every person (as recorded in the Public Records of Broward county, Florida) owning a present vested interest in the fee title of the Apartment in which the affiant owns an interest.~~

B. ~~Which one of the owners of the Apartment in which the affiant owns an interest is to represent all of the owners of that Apartment at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in an Apartment shall be known as the Voting Member and shall be the only member owning an interest in that Apartment eligible to cast a vote at membership meetings. The person designated as the Voting Member may continue to cast the binding vote for all members owning an interest in the Apartment in which he owns an interest until such time as another person is properly designated as the Voting Member by those members owning the majority interest by a similar written statement filed with the Secretary.~~

Section 3. There shall be only ~~Fifty-Two (52)~~ Sixty-Four (64) Voting Members at any one time and each may cast one vote. ~~Failure by members of an Apartment to file such statement under oath with the Secretary prior to a members' meeting will result in depriving the members with an interest in such Apartment of a vote at such meeting.~~

ARTICLE IV.

Term of Existence

Section 1. This corporation shall have perpetual existence.

ARTICLE V.

Names and Residences of Subscribers

Section 1. ~~The names and residences of the Subscribers hereto are as follows:~~

Name	Residence
FRED M. YOHO	1961 N.E. 31st Court Lighthouse Point, Florida
MARIAN M. YOHO	1961 N.E. 31st Court Lighthouse Point, Florida
JOHN L. O'BRIEN	3801 N. Federal Highway Pompano Beach, Florida

ARTICLE VI.
Management and Time of Election

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of five (5) persons. ~~After the first regular annual meeting of the membership,~~ All of the members of the Board of Directors must be Voting Members.

Section 2. Directors shall be elected by the Voting Members in accordance with the By-Laws at the regular annual meeting of the membership of the Corporation, ~~to be held at 10:00 A.M. on the first Monday in April in each year.~~ Directors shall be elected to serve for a term of one year. In the event of a vacancy the elected directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular meeting of the Board of Directors on the first Monday in April in each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Secretary, Treasurer and such other officers as it shall deem desirable.

ARTICLE VII.
~~Names of Officers~~

~~Section 1. The names of the officers who shall serve until the first election are as follows:~~

Name	Title
FRED M. YOHO	President
MARIAN M. YOHO	Secretary
JOHN L. O'BRIEN	Treasurer

ARTICLE VIII.

~~Section 1. The following three (3) persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular annual meeting of the members.~~

FRED M. YOHO	1961 N.E. 31st Court Lighthouse Point, Florida
MARIAN M. YOHO	1961 N.E. 31st Court Lighthouse Point, Florida
JOHN L. O'BRIEN	3801 N. Federal Highway Pompano Beach, Florida

ARTICLE ~~IX~~ VI.
By-Laws

Section 1. The By-Laws of this Corporation may be made, altered, amended or rescinded by unanimous vote of the Board of Directors at any regular or special meetings of the Board of Directors or by the members by the affirmative vote of twenty-seven (27) of the Voting Members at a regular or special meeting of the members.

ARTICLE ~~X~~ VII.
Amendment of Articles of Incorporation

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any twenty-seven (27) of the Voting Members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing signed by the twenty-seven (27) members and delivered to the President at least thirty (30) days prior to the membership meeting at which such proposal is to be voted upon. The Secretary shall give notice setting out the proposed alteration, amendment or rescission to each Voting

Member not less than fifteen (15) days prior to the meeting at which it is to be voted upon and such notice shall be given as provided in the By-Laws. These Articles of Incorporation may be altered, amended or rescinded in whole or in part only upon the affirmative vote of thirty-nine (39) of the Voting Members.

ARTICLE VIII
Registered Agent

The name and address of the registered agent of this Corporation is shall be designated by the Directors of the Association from time to time.

IN WITNESS WHEREOF, we the undersigned Subscribers have hereunto set our hands and seals this _____ day of _____, 19____.

CERTIFICATE

~~The undersigned, hereby certifies that the resolution hereinafter set forth was duly adopted at a special meeting of the Board of Directors on the _____ day of September, 1964.~~

~~BE IT RESOLVED, that this corporation be and it is hereby permitted to be informally known as "SUNLAND GARDENS" for the purpose of identification with a certain corporation known as Sunland Apartments, Inc. Number Two and for the additional purpose of initiating and maintaining a common bank account or accounts in conjunction with the aforesaid Sunland Apartments, Inc. Number Two.~~

~~SUNLAND APARTMENTS, INC.
NUMBER TWO, a Florida
corporation not for profit~~

By: _____
Secretary

SUNLAND APARTMENTS, INC.
NUMBER TWO

Witnesses (as to both):

John L. McKenzie
Signature

John L. McKenzie
Print Name

Diane McKenzie
Signature

Diane McKenzie
Print Name

By: Raymond F. Kennedy
Signature
Raymond F. Kennedy
Print Name
Its President

Attest: Thomas Dineen
Signature
T. DINEEN
Print Name
Its Secretary

STATE OF FLORIDA)
)ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 3rd day of August, 2000, by Raymond F. Kennedy and T. Dineen, as President and Secretary, respectively, of SUNLAND APARTMENTS, INC. NUMBER TWO, a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.



John L. McKenzie
NOTARY PUBLIC, State of Florida

AMENDED AND RESTATED BY-LAWS
OF
SUNLAND APARTMENTS, INC., NUMBER TWO

1. IDENTITY - These are the By-Laws of Sunland Apartments, Inc., Number Two, a not-for-profit Florida Corporation formed for the purpose of administering the Sunland Garden Apartments, Number Two which is located in Broward County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1 OFFICE - The office of the Association shall be at the Condominium or such other location within the County as may from time to time be determined by the Board of Directors.

1.2 FISCAL YEAR - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 SEAL - The seal of the Association shall bear the name or abbreviated name of the Association, the word "Florida", the year of establishment, and shall identify the Association as a not-for-profit corporation.

1.4 DEFINITIONS - All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Declaration of Condominium for the Sunland Garden Apartments, Number Two Condominium and the Florida Condominium Act, both as amended from time to time.

2. MEMBERS' MEETINGS

2.1 ANNUAL MEETINGS - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors each year on a date, time and place selected by the Board of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

2.2 SPECIAL MEETINGS - Special members' meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from One-Third (1/3) of the Association voting interests. Such request must state the purpose of the proposed meeting. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests giving notice of the meeting and stating the purpose of the meeting pursuant to F.S. 718.112(2)(k)(1992), or as amended from time to time.

2.3 NOTICE OF MEMBERS' MEETINGS - Notice of all members' meetings shall be sent to each unit owner by United States mail, unless waived in writing, at least fourteen (14) days prior to the meeting, provided however, that any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. The person giving notice shall execute an affidavit of mailing per F.S. 718.112(2)(d)(2)(1992), and as the same may be amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary or other designee of the Board. The notice shall include an

Exhibit C

agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted conspicuously at a designated location on the Condominium Property not less than fourteen (14) days prior to the date of the meeting. The Board, upon notice to unit owners, shall by rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

Notice of specific meetings may be waived before the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 BOARD OF DIRECTORS ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular election shall occur on the date of the annual meeting.

2.4.1 Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet, no larger than 8-1/2 inches by 11 inches if so furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The election of Directors shall occur on the same day as the annual meeting. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with Section 2.3 above.

2.4.2 At the discretion of the Board of Directors, either ballots or a voting machine will be available at the annual meeting for use of owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

2.4.3 The quorum requirement necessary for election shall be ballots cast by twenty percent (20%) of the eligible voters, and elections shall be decided by a plurality of those votes cast. Write-in candidates are not permitted.

2.4.4 The Board of Directors may appoint a Committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

2.5 QUORUM - A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except as otherwise specifically provided in the law or the documents.

2.6 INDIVISIBLE VOTE AND VOTING CERTIFICATES - Each unit shall have one indivisible vote. Multiple owners of a unit must file a voting certificate with the Secretary of the Association in accordance with this Section 2.5. Each unit shall have a designated person to vote for such unit, known as the voting member. If a

unit is owned by more than one individual the owners of said unit must designate one of them as the voting member in a voting certificate signed by all of the owners of said unit. If a unit is owned by a partnership, the voting certificate must designate one of the partners as the voting member and be signed by all of the general partners. If a unit is owned by a trust with more than one trustee, all of the trustees must sign the voting certificate designating one of the trustees as the voting member. If a required certificate is not on file, the owner(s) shall not be entitled to vote and the vote of such owner(s) shall not be considered.

2.7 PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Board members except as specifically authorized by statute or Division of Land Sales rules. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote.

2.8 ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At such adjourned, continued or recessed meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

2.9 ORDER OF BUSINESS - The order of business at annual members' meetings and, as far as applicable, at all other members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Appointment of inspectors of election;
- (d) Election of Directors; (If there are only as many, or fewer, pre-qualified candidates as there are seats on the Board, the election need not be held and the pre-qualified candidates shall assume Board seats immediately after the annual meeting.)
- (e) Calling of the roll, certifying of proxies, and determination of a quorum; or in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;

- (h) Reports of Officers;
- (i) Reports of Committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

2.10 ACTION WITHOUT A MEETING - Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

3. BOARD OF DIRECTORS

3.1 NUMBER, TERM, AND QUALIFICATIONS - The affairs of the Corporation shall be governed by a Board composed of five (5) Directors. All Directors shall be members of the Association. All officers of a corporation, trustees of a trust, and general partners of a partnership or other such owner shall be deemed to be members so as to be eligible for Board membership with respect to units owned by a corporation, trust or partnership. In no event may a unit owned by multiple owners (including a husband and wife), or a corporation, trust, partnership or other entity have more than one (1) representative of such unit on the Board of Directors at the same time. Directors shall be elected by the Voting Members on the date of the annual meeting for a one (1) year term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. A seat held by a Director who ceases to be a member of the Association shall thereby automatically become vacant.

3.2 BOARD VACANCIES - Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors until the next regularly scheduled election of Directors, provided that a vacancy created by the recall of a Director by the membership shall be filled pursuant to the provisions of statute or applicable Rule(s) of the Division of Land Sales, and if no such provisions exist, the members of the Association shall elect the replacement Director at the recall meeting, provided that the notice of the recall meeting stated an election would be held if one or more Directors were recalled. A Director may be removed by the vote of a majority of all the votes in the Association.

3.3 ORGANIZATION MEETING - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.4 REGULAR MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or telecopier at least three (3) days prior to the date named for such meeting.

3.5 SPECIAL MEETINGS - Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three days' notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.6 WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, unless attendance is for the sole and express purpose of objecting to the meeting as being unlawfully called.

3.7 NOTICE TO OWNERS OF BOARD MEETINGS - Notice of Board meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which rules, or amendments thereof, regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

3.8 OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS - Meetings of the Board of Directors and Committees thereof at which a majority of the members of that Committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. The term "Committee" as used in this Section 3.8 shall refer to committees appointed to (1) make recommendations to the Board regarding the Association's budget or (2) take action on behalf of the Board.

3.9 BOARD MEETINGS, QUORUM AND VOTING - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot (except for the election of Officers) at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.10 PRESIDING OFFICER - The presiding officer at Directors' meetings shall be the President and in his absence, then the Vice President shall preside. In the

absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 DIRECTOR COMPENSATION - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

- 4.1 TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS AGAINST** owners to defray the costs of the Association.
- 4.2 TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.
- 4.3 THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION** of the Condominium property.
- 4.4 TO ENACT AND AMEND RULES AND REGULATIONS** concerning the transfer, use, appearance, and occupancy of the units, common elements limited common elements and any Association Property.
- 4.5 THE RECONSTRUCTION OF COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY** and further improvement of the property.
- 4.6 TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS** (sales, conveyances and leases of units) in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements, in the manner provided by law.
- 4.7 TO ENFORCE** by legal means the provisions of applicable laws and the condominium documents, and to interpret said condominium documents, as the final arbiter of their meaning.

- 4.8 TO CONTRACT FOR MANAGEMENT of the Condominium and to delegate to the management agent or manager any powers and duties except those things which may not be delegated under the Condominium Documents or applicable law.
- 4.9 TO CARRY INSURANCE for the protection of the unit owners and the Association.
- 4.10 TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.
- 4.11 TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 4.12 TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.
- 4.13.1 **CONTRACTS FOR PRODUCTS AND SERVICES** - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. The Association may opt-out of these competitive bidding requirements on a calendar year basis, by a vote of two-thirds (2/3) of the entire voting interests, at a duly noticed meeting of the Association.
- 4.13.2 **MAINTENANCE AND MANAGEMENT CONTRACTS** - No written contract between a party contracting to provide maintenance or management services to the Association which contract provides for operation, maintenance or management of the Association or any property serving the unit owners shall be valid or enforceable unless the contract:
- (a) Specifies the services, obligations and responsibilities of the party contracting to provide maintenance or management services to the unit owners.
 - (b) Specifies those costs incurred in the performance of those services, obligations, or responsibilities which are to be reimbursed by the Association to the party contracting to provide maintenance or management services.
 - (c) Provides an indication of how often each service, obligation, or responsibility is to be performed, whether stated for each service, obligation, or responsibility or in categories thereof.

- (d) Specifies a minimum number of personnel to be employed by the party contracting to provide maintenance or management services for the purpose of providing service to the Association.

In any case in which the party contracting to provide maintenance or management services fails to provide such services in accordance with the contract, the Association is authorized to procure such services from some other party and shall be entitled to collect any fees or charges paid for service performed by another party from the party contracting to provide maintenance or management services. Any services or obligations not stated on the face of the contract shall be unenforceable. Unless otherwise provided by law, the above provisions do not apply to contracts for services or property made available for the convenience of the unit owners by lessees or licensees of the Association, such as coin operated laundry, food, soft drink, or telephone vendors; cable television operators, retail store operators, businesses, restaurants, or similar vendors.

4.14.1 FINES - The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00, or such maximum amount as is permissible by law.

4.14.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations which have allegedly been violated;
3. A short and plain statement of the matters asserted by the Association.

4.14.3 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal.

4.15 COMMITTEES - The President may appoint Committees. All Committees and Committee members shall serve at the pleasure of the President. All Committees of the Association which are authorized to act on behalf of the Board or to make recommendations to the Board regarding the Association budget shall conduct their affairs in the same manner as provided in these By-laws for Board of Director

meetings. All other Committees may meet and conduct their affairs in private without prior notice or owner participation, if

- (1) the Board has determined that it is in the best interests of the Association to do so, and
- (2) such meetings and activities are lawful.

4.16 CONTRACTS FOR SERVICES - To enter into contracts for the purpose of making available to the owners of condominium units and the residents of the condominium apartment buildings, such services including, but not limited to, doorman and automobile parking; maid service, security alarm system and the like; provided, however, that the term or period of such contract shall not exceed three (3) years; and provided, further, that said contracts may provide for additional extensions of the original terms in the absence of written notice of termination by either party. No such contract shall impose any involuntary monetary obligation or assessment upon any owner or resident of a condominium building or upon the Association, which shall serve only to make available such services available at the election, option and expense of the user.

4.17 HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. All unit owners must install hurricane shutters which conform to the Board's specifications at their expense and maintain such shutters. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. If an owner fails to install or maintain the shutters, the Board may do so and charge the cost against the owner and his Dwelling Unit which shall be a lien upon the Unit and collectible in the same manner as any other assessment levied by the Association pursuant to the provisions of the Declaration and these By-Laws. As provided in the Declaration, the Board may determine, from time to time, to maintain, repair and replace the shutters as a common expense.

4.18 PARKING - The Board of Directors may assign general common element parking spaces.

4.19 ASSOCIATION FUNDS - To select depositories for Association funds and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom checks shall be signed on behalf of the Association.

5. OFFICERS

5.1 EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, one or more Vice President(s), a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed or replaced by a two-thirds (2/3) vote of the Directors at any meeting at which a quorum of Directors is present. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors and may perform the duties of the office to which they are assistant, subject to any limitations imposed by the Board.

5.2 PRESIDENT - POWERS AND DUTIES - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over

the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation. The President may appoint committees from among the members of the Association from time to time to assist in the conduct of the affairs of the Association. Such power shall not preclude the ability of the Board to designate or appoint committees from time to time.

5.3 VICE PRESIDENT - POWERS AND DUTIES - The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 SECRETARY - POWERS AND DUTIES - The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 TREASURER - POWERS AND DUTIES - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.6 OFFICERS COMPENSATION - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association. The Board may also contract with a Director or officer or with any corporation in which a Director or Officer of the Association may be a stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such Officer or Director.

5.7 INDEMNIFICATION

5.7.1 Indemnity - The Association shall indemnify any Officer, Director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil criminal, administrative or investigative, by reason of the fact that he is or was a Director, Officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he has reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive

indemnification possible to their Officers, Directors and committee members as permitted by Florida law.

5.7.2 To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

5.7.3 Advances - Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

5.7.4 Miscellaneous - The indemnification provided by this Article 5.7 shall be in addition to the provisions of the Articles of Incorporation, and shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

5.7.5 Insurance - The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee or agent of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

5.7.6 Amendment - Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

5.8 DELEGATION - To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

6. MINUTES AND INSPECTION OF RECORDS - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111(1992), and as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times; provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1 BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which may include expenses of in-house communications and security, bulk cable television, interior pest control, and which

shall include reserves, which may later be waived by the owners. The Board may elect to submit the question of waiving reserves to a unit owner vote at the annual meeting or a special meeting of the members, in which case, such waiver may be retroactive to the beginning of the fiscal year. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting members present at a duly called meeting of the Association, or by the written approval of a majority of the voting members. The budget may contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 7.2 hereof. If an adopted budget requires assessments against the unit owners in any calendar or fiscal year which exceeds 115% of the assessments for the prior year, the board, upon written application of 10% of the unit owners, shall call a special meeting of the Association for the purposes of consideration of an alternative budget. The special meeting shall be held within thirty (30) days of the receipt of the unit owner petition. Notice of the special meeting shall be provided to the unit owners at least ten (10) days in advance of the meeting. An alternative budget requires the approval of a majority of the total voting interests of the Association. If no quorum is obtained at the special meeting or if the membership fails to approve an alternative budget, the budget as adopted by the Board shall go into effect. Any authorized provisions for reserves, non-reoccurring or non-ordinary expenses or expenses for betterments to the condominium property must be excluded from the computation when determining whether the approved budget requires assessments that exceed 115% of the preceding year.

7.2 MAILING - A copy of the proposed annual budget shall be mailed to the unit owners not less than fourteen (14) days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

7.3 ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and which shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4 SPECIAL ASSESSMENTS - Assessments for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.6 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or 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 towards future assessments.

7.5 ASSESSMENT ROLL - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

7.6 LIABILITY FOR ASSESSMENTS AND CHARGES - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act, as amended from time to time.

7.7 LIENS FOR ASSESSMENTS - The unpaid portion of an assessment including an accelerated assessment which is due, together with all expenses, costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116, or as amended from time to time.

7.8 LIEN FOR CHARGES - Unpaid charges which are due together with costs, interest, late fees, and reasonable attorney's fees including appeal, for collection shall be secured by a common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.9 COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest lawful rate (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any expenses of collection and costs and reasonable attorney's fees incurred and then to the assessment payment first due.

7.10 COLLECTION - SUIT - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

7.11 ACCOUNTS - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12 ASSOCIATION DEPOSITORY - The depository of the Association shall be a bank or banks or state or federal savings and loan associations (or other financial institutions as defined in F.S. 655.005 [1992] with offices in Broward County, Florida, and other insured depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Board may require more than one signature on checks and bank drafts.

7.13 COMMINGLING OF FUNDS PROHIBITED - All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity.

7.14 FINANCIAL REPORTS - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 7D-23.004, Florida Administrative Code (1992), or as amended, as determined in the Rule based upon the amount of the Association's budget from time to time. A copy of the report shall be furnished to each member of the Association and the Division as provided by law, as amended from time to time.

7.15 FIDELITY BONDING - The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in F. S. 718.112(2)(j)(1992), and as the same is amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8. PARLIAMENTARY RULES - Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association, or with the laws of the State of Florida.

9. BY-LAW AMENDMENTS - Amendments to the By-Laws shall be adopted in the following manner:

9.1 NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which a proposed amendment is considered.

9.2 ADOPTION OF AMENDMENTS - A proposed amendment must receive the approval of the entire Board of Directors. No membership vote is required to approve amendments to these Bylaws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

9.3 EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded in the Broward County Records according to law.

9.4 PROPOSED AMENDMENT FORMAT - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER ____ FOR PRESENT TEXT."

10. DISPUTE RESOLUTION - Dispute between unit owners and the Association should be subject to the following:

10.1 MANDATORY ARBITRATION - If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1)(1992) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.2 UNIT OWNER COMPLAINTS - When a unit owner files a written complaint by certified mail with the Board, the Board shall respond to the unit owner within thirty (30) days of receipt of said complaint. The Board shall give a substantive response to the complainant, or notify the complainant that legal advice has been requested from the Association's counsel or the Division. The failure of the Association to respond within said thirty (30) days and to notify the unit owner within the same thirty (30) days after receipt of the complaint shall preclude the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

10.3 OTHER REMEDIES - Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

11. MISCELLANEOUS - The following miscellaneous provisions shall apply to these By-Laws and the Condominium Documents:

11.1 CONFLICTS - The term "Condominium Documents", as used in these By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans and graphic descriptions of improvements of record. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. By-Laws; and
4. Rules and Regulations.

11.2 GENDER - The use of the term "he", "she", "his", "hers", "their", "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.3 SEVERABILITY - In the event that any provisions of these By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

The foregoing were adopted as the Amended and Restated By-Laws of Sunland Apartments Inc., Number Two on this 31st day of March, 1999.

Witnesses:

John L. McKenzie
John L. McKenzie
Diane McKenzie
Diane McKenzie

SUNLAND APARTMENTS INC., NUMBER TWO
Raymond F. Kennedy
Raymond F. Kennedy, President
Thomas Dineen
Thomas Dineen, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of August, 2000, by Raymond F. Kennedy as President and Thomas Dincen as Secretary of Sunland Apartments, Inc., Number Two, a Florida not-for-profit corporation.

Personally Known ☒ OR
Produced Identification ☐

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign John L. McKenzie
print John L. McKenzie
My Commission expires:

