

706002

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

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12 JUL 27 AM 11:48
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JUL 9 0 2012

C. MUSTAIN

Amend

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: **Sunland Apartments, Inc. Number Two**

DOCUMENT NUMBER: **706002**

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jamie Blum

(Name of Contact Person)

JSB Property Management, Inc

(Firm/ Company)

PO Box 50373

(Address)

Lighthouse Point, FL 33062

(City/ State and Zip Code)

jamie@jsbprop.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jamie

(Name of Contact Person)

at (**954**) **4650461**

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| ☒ \$35 Filing Fee | ☐ \$43.75 Filing Fee &
Certificate of Status | ☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | ☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 9, 2012

JAMIE BLUM
P.O. BOX 50373
LIGHTHOUSE POINT, FL 33062

SUBJECT: SUNLAND APARTMENTS, INC. NUMBER TWO
Ref. Number: 706002

We have received your document for SUNLAND APARTMENTS, INC. NUMBER TWO and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 312A00018333



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 17, 2012

JAMIE BLUM
P.O. BOX 50373
LIGHTHOUSE POINT, FL 33062

SUBJECT: SUNLAND APARTMENTS, INC. NUMBER TWO
Ref. Number: 706002

We have received your document for SUNLAND APARTMENTS, INC. NUMBER TWO and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 812A00018990

Articles of Amendment
to
Articles of Incorporation
of

Sunland Apartments, Inc. Number Two

(Name of Corporation as currently filed with the Florida Dept. of State)

706002

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

David R. Roy, P.A.

4209 N Federal Hwy.

(Florida street address)

New Registered Office Address:

Pompano Beach

(City)

Florida

33064

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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12 JUL 27 AM 11:48
TALLAHASSEE, FLORIDA

(Attach additional sheets, if necessary)

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Example:

<u>X</u> Add	SV	Sally Smith
--------------	----	-------------

Address

6) Change _____
Add _____
Remove _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

The date of each amendment(s) adoption: 6-27-12

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 06/27/2012 7/26/12
Signature 
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jamie Blum Maureen Ruckert
(Typed or printed name of person signing)
Property Manager Secretary
(Title of person signing)

706002
RUTHERFORD, MULHALL & WARGO
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

GEORGE M. BAKALAR
ROBERT B. BURR
JOYCE A. CONWAY
HEATHER J. FOGEL 1
ALAN L. GOODMAN
CORINNE B. KAHN 5
JOSEPH M. LANDOLFI, JR.
LAURA A. MCLOUGHLIN
STEPHEN A. MENDELSON 6
JOHN T. MULHALL III 7
MARK L. NOWAK 3
SHERYL T. ROSENBLUM
CHARLES E. RUTHERFORD 2, 4
SCOTT G. WALLACE
MICHAEL E. WARGO
ROBERT L. WUNKER

BOCA RATON OFFICE
FOUNTAIN SQUARE I, FOURTH FLOOR
2600 NORTH MILITARY TRAIL
BOCA RATON, FL 33431-6348
TELEPHONE: 561-241-1600

WEST PALM BEACH OFFICE
NORTHBRIDGE CENTRE, SUITE 300P
515 NORTH FLAGLER DRIVE
WEST PALM BEACH, FL 33401
TELEPHONE: 561-820-9414

PALM BEACH GARDENS OFFICE
SUITE 1020
3801 P.G.A. BOULEVARD
PALM BEACH GARDENS, FL 33410
TELEPHONE: 561-691-8111

TELEPHONE: 561-241-1600
FACSIMILE: 561-241-3815
E-MAIL: rmw@rmwlaw.com
INTERNET: <http://www.rmwlav.com>

1 ALSO MEMBER CALIFORNIA BAR
2 ALSO MEMBER COLORADO BAR
3 ALSO MEMBER MASSACHUSETTS BAR
4 ALSO MEMBER MICHIGAN BAR
5 ALSO MEMBER NEW JERSEY BAR
6 ALSO MEMBER NEW YORK BAR
7 ALSO MEMBER PENNSYLVANIA BAR

REPLY TO:
BOCA RATON OFFICE

December 15, 2000

FLORIDA SECRETARY OF STATE
DIVISION OF CORPORATIONS
AMENDMENTS SECTION
POST OFFICE BOX 6327
TALLAHASSEE, FLORIDA 32314

RE: **Sunland Apartments, Inc. and Sunland Apartments, Inc. Number Two**
Our File No. 5244-1

100003504221--G
-12/18/00--01098--023
*****70.00 *****70.00

Dear Sir/Madam:

Our law firm represents the above referenced corporations. This concerns the merger of two condominium associations Sunland Apartments, Inc. and Sunland Apartments, Inc. Number Two. Sunland Apartments, Inc. Number Two is the surviving corporation. Enclosed please find the following:

1. Articles of Merger with attached Plan of Merger and Amended and Restated Articles of Incorporation of Sunland Apartments, Inc. Number Two;
2. Check for \$70.00;
3. Copy of Articles of Merger to be conformed and returned to our office; and
4. Self-addressed stamped envelope.

Please file the Articles of Merger. Please send our office a conformed copy of the document filed, as well as a letter acknowledging filing of same.

If you have any questions, please call me at 1-800-741-1600. Thank you for your assistance.

Very truly yours,
RUTHERFORD, MULHALL & WARGO

Robert B. Burr
Robert B. Burr
For the Firm
Enclosures

merger
RTS

1-12-2001

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
01 JAN 12 PM 2:35

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SUNLAND APARTMENTS, INC., a Florida corporation (Document #705359)

INTO

SUNLAND APARTMENTS, INC. NUMBER TWO, a Florida entity, 706002.

File date: January 12, 2001

Corporate Specialist: Louise Flemming-Jackson



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 5, 2001

Robert B. Burr, Esquire
% Rutherford, Mulhall & Wargo
2600 N. Military Trail, Fourth Floor
Boca Raton, FL 33431-6348

SUBJECT: SUNLAND APARTMENTS, INC. NUMBER TWO
Ref. Number: 706002

We have received your document for SUNLAND APARTMENTS, INC. NUMBER TWO and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please delete reference to SUNLAND GARDENS APARTMENTS, INC. NUMBER TWO wherever it appears in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6910.

Louise Flemming-Jackson
Corporate Specialist Supervisor

Letter Number: 501A00000726

RUTHERFORD, MULHALL & WARGO

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

GEORGE M. BAKALAR
ROBERT B. BURR
JOYCE A. CONWAY
HEATHER J. FOGEL 1
ALAN L. GOODMAN
CORINNE B. KAHN 5
JOSEPH M. LANDOLFI, JR.
LAURA A. McLOUGHLIN
STEPHEN A. MENDELSON 6
JOHN T. MULHALL III 7
MARK L. NOWAK 3
SHERYL T. ROSENBLUM
CHARLES E. RUTHERFORD 2, 4
SCOTT G. WALLACE
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E-MAIL: rmw@rmwlaw.com
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2 ALSO MEMBER COLORADO BAR
3 ALSO MEMBER MASSACHUSETTS BAR
4 ALSO MEMBER MICHIGAN BAR
5 ALSO MEMBER NEW JERSEY BAR
6 ALSO MEMBER NEW YORK BAR
7 ALSO MEMBER PENNSYLVANIA BAR

REPLY TO:
8 BOCA RATON OFFICE

January 10, 2001

LOUISE FLEMMING-JACKSON
CORPORATE SPECIALIST SUPERVISOR
FLORIDA SECRETARY OF STATE
DIVISION OF CORPORATIONS
AMENDMENTS SECTION
POST OFFICE BOX 6327
TALLAHASSEE, FLORIDA 32314

RE: **Sunland Apartments, Inc. and Sunland Apartments, Inc. Number Two**
Our File No. 5244-1

Dear Ms. Jackson:

This letter follows your January 5, 2001 letter. References to Sunland Garden Apartments, Inc Number Two have been deleted.

References to the condominiums: Sunland Garden Apartments Condominium and Sunland Garden Apartments Number Two Condominium in the Plan of Merger and Amended and Restated Articles of Incorporation are proper and refer to the condominiums operated by the surviving corporation.

Please file the Articles of Merger. Please send our office a conformed copy of the document filed, as well as a letter acknowledging filing of same.

If you have any questions, please call me at 1-800-741-1600. Thank you for your assistance.

Very truly yours,
RUTHERFORD, MULHALL & WARGO


Robert B. Burr
For the Firm
Enclosures

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

01 JAN 12 PM 2:35

**ARTICLES OF MERGER
OF
SUNLAND APARTMENTS, INC. AND
SUNLAND APARTMENTS, INC. NUMBER TWO**

THESE ARTICLES OF MERGER OF SUNLAND APARTMENTS, INC. AND
SUNLAND APARTMENTS, INC. NUMBER TWO are made this 5th day of September
2000.

WITNESSETH:

WHEREAS, the Articles of Incorporation of SUNLAND APARTMENTS, INC., a
Florida not-for-profit corporation, were originally filed with the Florida Secretary of State
on March 21, 1963(Document Number 705359);

WHEREAS, the Articles of Incorporation of SUNLAND APARTMENTS, INC.
NUMBER TWO, a Florida not-for-profit corporation, were originally filed with the Florida
Secretary of State on August 7, 1963(Document Number 706002);

WHEREAS, Article X of the Articles of Incorporation of SUNLAND APARTMENTS,
INC. provides that the Articles of Incorporation may be amended by approval of nine (9)
of the Voting Members of the Corporation; and

WHEREAS, Article X of the Articles of Incorporation of SUNLAND APARTMENTS,
INC. NUMBER TWO provides that the Articles of Incorporation may be amended by
approval of thirty-nine (39) of the Voting Members of the Corporation; and

WHEREAS, SUNLAND APARTMENTS, INC. and SUNLAND APARTMENTS, INC.
NUMBER TWO desire that the Plan of Merger, attached hereto as Exhibit "A," and the
Amended and Restated Articles of Incorporation attached hereto as Exhibit "B", be certified
of record as notice to all current and future members of the corporations;

WHEREAS, the names and jurisdictions of each merging corporation are SUNLAND
APARTMENTS, INC., a Florida not-for-profit corporation and SUNLAND APARTMENTS,
INC. NUMBER TWO, a Florida not-for-profit corporation.

NOW, THEREFORE, the President and Secretary of SUNLAND APARTMENTS,
INC. and the President and Secretary of SUNLAND APARTMENTS, INC. NUMBER TWO
hereby certify that:

1. On March 31 1999, the SUNLAND APARTMENTS, INC. and SUNLAND APARTMENTS, INC. NUMBER TWO properly conducted a joint Special Meeting of the Members for the purpose of approving and adopting the Plan of Merger and Amended and Restated Articles of Incorporation. At said Members' meeting, one-hundred percent (100%) of all the members of each corporation approved and adopted the Plan of Merger attached hereto as Exhibit "A" and the Amended and Restated Articles of Incorporation of Sunland ~~Apartment~~ Apartments, Inc. Number Two, attached hereto as Exhibit "B."

2. The Boards of Directors of both corporations approved and adopted the Plan of Merger attached hereto as Exhibit "A" and the Amended and Restated Articles of Incorporation of Sunland ~~Apartment~~ Apartments, Inc. Number Two, attached hereto as Exhibit "B."

3. The number of votes cast in favor of the Plan of Merger and the Amended and Restated Articles of Incorporation is sufficient for approval and adoption. The Plan of Merger and the Amended and Restated Articles of Incorporation have been duly adopted by both corporations.

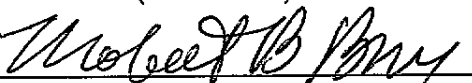
4. The adoption of the Plan of Merger and the Amended and Restated Articles of Incorporation of the Amendments appears in the minutes of the both corporations and said approval is unrevoked.

5. The name and jurisdiction of the surviving corporation is SUNLAND APARTMENTS, INC. NUMBER TWO, a Florida not-for-profit corporation.

6. The effective date of the merger is upon delivery of the Articles of Merger to the Florida Secretary of State.

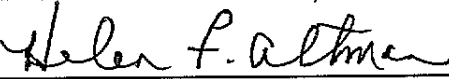
IN WITNESS WHEREOF, the undersigned have set their hand and seal this 5th day of September, 2000.

Witnesses (as to both):


Signature

ROBERT B. BURR
Print Name

SUNLAND APARTMENTS, INC.

By: 
Signature

HELEN ALTMAN

Print Name
Its President

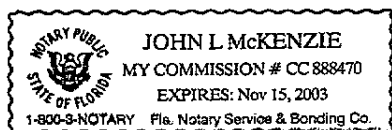
John L. McKenzie
Signature
John L. McKenzie
Print Name

Attest:

Angela M. Pinto
Signature
Angela M. Pinto
Print Name
Its Secretary

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

The foregoing instrument was acknowledged before me this 5th day of September, 2000, by Helen F. Altman and Angela M. 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/n as identification.



John L. McKenzie
NOTARY PUBLIC, State of Florida

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.
NUMBER TWO

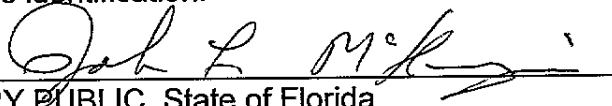
By: Raymond F. Kennedy
Signature
RAYMOND F. KENNEDY
Print Name
Its President

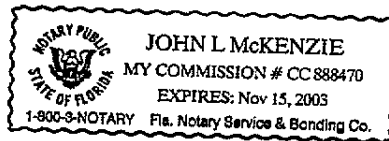
Attest: Thomas Dineen
Signature
THOMAS DINEEN
Print Name
Its Secretary

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

The foregoing instrument was acknowledged before me this 5th day of September, 2000, by Raymond F. Kennedy and Thomas 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.


NOTARY PUBLIC, State of Florida



PLAN OF MERGER OF
SUNLAND APARTMENTS, INC. AND
SUNLAND APARTMENTS, INC. NUMBER TWO INTO
SUNLAND APARTMENTS, INC. NUMBER TWO

In accordance with Florida Statute, Section 617.1101, this Plan of Merger is between Sunland Apartments, Inc. and Sunland Apartments, Inc. Number Two (collectively the "Merged Corporations") and Sunland Apartments, Inc. Number Two (the "Surviving Corporation").

RECITALS

WHEREAS, the Merged Corporations are not-for-profit Condominium Association corporations organized and existing under the laws of the State of Florida with the principal office being in Broward County, Florida; and

WHEREAS, the Surviving Corporation is a not-for-profit Condominium Association corporation organized and existing under the laws of the State of Florida, with its principal office located in Broward County, Florida; and

WHEREAS, the Boards of Directors of the Merged Corporations and the Surviving Corporation have agreed that it is in their mutual best interests that the Merged Corporation be merged into the Surviving Corporation pursuant to the provisions of the Florida Not-for-Profit Corporation Act and the Condominium Act, in order to streamline operations, reduce administrative costs and delays and obtain a uniform management of the Condominiums currently managed by the Merged Corporations, which Condominiums have or may be merged in accordance with Section 718.110, Florida Statutes.

NAMES OF MERGING AND SURVIVING CORPORATIONS

Sunland Apartments, Inc. and Sunland Apartments, Inc. Number Two, the Corporations proposing to merge, shall merge into Sunland Apartments, Inc. Number Two, which shall be the Surviving Corporation.

TERMS AND CONDITIONS OF PROPOSED MERGER

1. The effective date of the merger shall be _____ or the date of delivery of the Articles of Merger to the Department of State, whichever date is permitted by law and is sooner.
2. The Board of Directors of the Merging Corporations and the Surviving Corporation shall submit this Plan of Merger to a vote at a meeting of the membership at a joint special meeting on March 31, 1999.
3. On the effective date, the separate existence of the Merged Corporations shall cease and the Surviving Corporation shall succeed to all of the powers, rights, privileges and property of

Exhibit A

the Merged Corporations under the Declarations of Condominium for Sunland Garden Apartments and Sunland Garden Apartments Number Two as recorded in Official Records Book 2605 at Page 649 et seq and Official Records Book 2672, Page 33 et seq. of the Public Records of Broward County, Florida, without the requirement of any additional documents of transfer. The Surviving Corporation shall be responsible for and shall assume all liabilities and obligations of the Merged Corporations.

4. The officers and directors of the respective corporations shall take all actions necessary to prepare, execute and file Articles of Merger with the Florida Department of State.

CHANGES IN ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The changes to the Articles of Incorporation of the Surviving Corporation to be affected by the merger are indicated in the Amended and Restated Articles of Incorporation, which are attached hereto and made a part of this Plan.

APPROVAL

This Plan of Merger will be submitted to the Directors of the Merged Corporations for approval, which shall be evidenced by Corporate Resolution, and having been approved by the Directors shall be submitted to a vote of the membership entitled to approve of the Corporate Merger contemplated herein, which shall be evidenced by the execution of Articles of Merger.

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, Inc., 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 a~~ 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

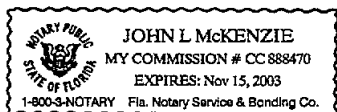
Diane McKenzie
Print Name

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

Attest: Thomas Dineen
Signature
THOMAS DINEEN
Print Name
Its Secretary

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

The foregoing instrument was acknowledged before me this 3rd day of August, 2000, by Raymond F. Kennedy and Thomas 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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Document Number

Florida Not For Profit Corporation
SUNLAND APARTMENTS, INC. NUMBER TWO

Filing Information

Document Number	706002
FEI/EIN Number	59-1087722
Date Filed	08/07/1963
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/27/2012
Event Effective Date	NONE

Principal Address

3850 NE 21ST WAY
LIGHTHOUSE POINT, FL 33064

Changed: 04/25/2005

Mailing Address

c/o JSB Property Management, Inc
PO Box 50373
Lighthouse Point, FL 33074

Changed: 03/26/2018

Registered Agent Name & Address

jsb property management, inc
1444 Southwest 25th Way
Deerfield Beach, FL 33442

Name Changed: 03/26/2018

Address Changed: 03/26/2018

Officer/Director Detail

Name & Address

Title President

ZUCCARO, FRANCESCO

c/o JSB Property Management, Inc
PO Box 50373
Lighthouse Point, FL 33074

Title Director

BIVIANO, PATRICIA
c/o JSB Property Management, Inc
PO Box 50373
Lighthouse Point, FL 33074

Title Secretary and treasurer

Colangelo, anthon
c/o JSB Property Management, Inc
PO Box 50373
Lighthouse Point, FL 33074

Title Director

Escalade, jose
c/o JSB Property Management, Inc
PO Box 50373
Lighthouse Point, FL 33074

Title VP

HANLON, RHONDA
3100 NE 48 COURT
#111
Lighthouse Point, FL 33064

Annual Reports

Report Year	Filed Date
2016	03/02/2016
2017	03/21/2017
2018	03/26/2018

Document Images

03/26/2018 -- ANNUAL REPORT	View image in PDF format
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03/11/2009 -- Reg. Agent Resignation	View image in PDF format
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03/29/1996 -- ANNUAL REPORT	View image in PDF format
05/19/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



Corporate Office
1055 Parsippany Blvd. Suite 412
Parsippany, NJ 07054
t. 973.854.9500 f. 973.854.9528
www.datatracetitle.com

Order#: JENVAL951-001

Registered Agent Name & Address:

jsb property management, inc
1444 Southwest 25th Way
Deerfield Beach, FL 33442

Principal Address:

3850 NE 21ST WAY
LIGHTHOUSE POINT, FL 33064

--Homeowners Association(s)--

SUNLAND APARTMENTS, INC. NUMBER TWO (AKA) SUNLAND GARDEN APARTMENTS NUMBER TWO CONDOMINIUM ASSOCIATION, INC. (ACTIVE) - PER CCR RECORDED IN 2672/366

--Attachment(s)--

1 TYPED REPORT

1 SUNBIZ SHEET

9 INSTRUMENTS

63- 84725

RETURN TO:

Clark & O'Brien
3801 N. Fed. Hwy
Pompano Beach

OFF-2672 PAGE 366

DECLARATION OF CONDOMINIUM
OF
SUNLAND GARDEN APARTMENTS
NUMBER TWO

YCHO LAND CORPORATION, a Florida corporation, hereinafter referred to as Subdivider, as present owner of the property platted 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.

All the Restrictions, Reservations, Covenants, Conditions and Easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be and shall rule perpetually unless terminated as provided herein or as provided by Section 17 of The Condominium Act and shall be binding upon all parties or persons subsequently owning property in said subdivision and in consideration of receiving and by acceptance of a grant, devise or mortgage all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits shall run with each Apartment and the interests in Common Property as herein defined.

1. Subdivision of SUNLAND GARDEN APARTMENTS NUMBER TWO. Subdivider has constructed three (3) Apartment houses on the property described in the Plat of SUNLAND GARDEN APARTMENTS NUMBER TWO. Subsequent to substantial completion of construction, Subdivider had the Apartment buildings surveyed and subdivided the property covered by said Plat into Fifty-Two (52) Apartments; i.e. APARTMENTS 13 through 64, and into Parcel "B", and hereby submits the condominium property referred to above to condominium ownership. Each APARTMENT is composed of that apartment as shown on the Plat of SUNLAND GARDEN APARTMENTS NUMBER TWO, 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 (1/52) 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. Common Property is further defined and includes within its meaning the following items:

- (a) The Land, being all real estate as shown on the Plat of SUNLAND GARDEN APARTMENTS NUMBER TWO, as recorded in Condominium Book 1 Page 12 of the Public Records of Broward County, Florida.

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41.00

- (b) All parts of an APARTMENT Building or buildings not included within the APARTMENTS,
- (c) All improvements not included within the APARTMENT buildings.
- (d) Easements, as specifically defined in paragraph "3" hereof.
- (e) Installations for the furnishing of utility services, to more than one APARTMENT, or to an apartment other than the APARTMENT containing the installation concerned, such as, but not limited to electrical power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
- (f) The personal property and installations in connection therewith required for the furnishing of services to more than one APARTMENT, such as, but not limited to tanks, pumps, motors, fans, compressors.
- (g) The tangible personal property required for the maintenance and operation of the APARTMENT buildings and Common Property.
- (h) All other portions of the "Common Property" as that term has been heretofore and hereinafter defined, which are rationally of common use or necessary to the existence, upkeep and safety of the APARTMENT buildings and Common Property.

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 deemed 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". Any instrument subsequent to the Subdivider's 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.

The Subdivider hereby and each subsequent owner of any interest in an APARTMENT or in the Common Property by acceptance of a conveyance or any instrument transferring an interest waives the right of partition of any interest in the Common Property under the Laws of the State of Florida as it exists now or hereafter until this condominium APARTMENT project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in an APARTMENT together with an undivided interest in the Common Property subject to the provisions of this Declaration.

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 APARTMENTS 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 the existing physical boundaries of an APARTMENT, as described in the Plat of SUNLAND GARDEN 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 those of the buildings.

The non-profit corporation referred to in paragraph "4" hereof is hereby granted a perpetual easement for the purpose of repair, maintenance and replacement of all Common Property as that term has been heretofore defined in paragraph "1" hereof.

4. Non-Profit Corporation. A Charter for incorporation of SUNLAND APARTMENTS INC. NUMBER TWO, (a non-profit corporation herein referred to as the 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 is attached hereto as "Exhibit No. 2".

The Subdivider and 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 a proper instrument in the Public Records of Broward County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

Each APARTMENT shall be entitled to one vote and APARTMENT owner or owners entitled to cast one of the fifty-two of such votes shall be determined as follows:

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

(a) 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 the vote for said APARTMENT 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.

There shall not be more than fifty-two (52) Voting Members at any one time and each may cast one vote. A corporation or any individual with an interest in more than one APARTMENT may be designated the Voting Member for each APARTMENT in which he owns an interest. 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.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of Five (5) members who are all to be elected annually by the members entitled to vote.

It shall be the duty of the Association to provide through its agents and employees for the administration, operation, maintenance, repair and replacement of the Common Property, all exterior doors, windows, walkways, and all exterior surfaces of the building whether Common Property or part of an APARTMENT, to make reasonable uniform rules and regulations from time to time as well as to perform all other duties expressly or impliedly set forth herein.

5. Assessments. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budgets 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 the Common Property and APARTMENTS, operating expense, 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 (1/52) 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 therefor to the APARTMENT owners concerned. After such notice and upon approval in writing of more than one half of the APARTMENT owners concerned, the assessment 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.

After adoption of a budget and determination of the annual assessment per APARTMENT, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each APARTMENT at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment levied against each APARTMENT shall be due and payable in advance to the Association on the first of each month beginning the 1st day of November, 1963, whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each APARTMENT, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which may or may not be equal per APARTMENT.

The record owners of each APARTMENT shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs for collecting delinquent assessments. In the event assessments against an APARTMENT are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities servicing such APARTMENT until such time as the assessments are paid or until the completion of foreclosure on an APARTMENT by an institutional first mortgagee.

Assessments that are unpaid for over thirty (30) days after due shall bear interest at the rate of eight per cent (8%) per annum until paid.

Every assessment, regular or special, made hereunder and costs incurred in collecting same shall be a lien against the APARTMENT and the owner's proportionate interest in the Common Property and all interests therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this claim of lien and the lien for all sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any Homestead status for any APARTMENT and to any subsequent lien or encumbrance except "an institutional first mortgage" as hereinafter defined. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interests of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees for filing any action or a suit enforcing and foreclosing a lien, and the lien shall be deemed to cover such costs. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid all sums due the Association for assessments, interest, and collection costs; the foregoing remedies of the Association in recovering unpaid assessments owing by members shall be in addition to all of the remedies provided Association by the statutes of the State of Florida.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, "an institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of a deed issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said deed shall not be impaired and shall be effective as to the grantee of such Deed.

Any person who acquires an interest in an APARTMENT, except through foreclosure of "an institutional first mortgage", or any institution holding such mortgage, which may accept a deed in lieu of foreclosure, shall be personally liable and jointly and severally liable with the transferor for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the APARTMENT and shall have the right to deduct such sums from the first refusal or redemption price paid to the purchaser or transferee.

Any person purchasing or encumbering an APARTMENT shall have the right to rely upon any statement made in writing by a Corporate officer regarding assessments against APARTMENTS which have already been made and which are due and payable to the Association and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefor.

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for all APARTMENTS.

6. Sale, Rental, Lease or Transfer. Prior to the sale, rental lease or transfer of any interest in an APARTMENT to any person other than the transferor's spouse, the owners shall notify the Board of Directors of the Association by written communication, Return Receipt Requested, directed to the Secretary of the Association, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and such other information as may be required by the Board of Directors of the Association. Within ten (10) days from receipt of the written communication by the Secretary of the Association, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the Seller, Lessor or transferor, as the terms stated in the notice, except that a purchaser, lessee or transferee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval within which to close the transaction. The approval of the Association shall be in recordable form and shall be delivered to the purchaser, lessee or transferee.

In the event the Board of Directors of the Association fail to act or disapproves of the proposed sale, rental, lease or transfer of any interest in an APARTMENT and if an owner desiring to sell still desires to do so, he shall, fifteen (15) days before such sale or transfer, give written notice to the Secretary of the Association. Certified Mail, Return Receipt Requested of his intention to sell, rent, lease or transfer on a certain date and he shall submit to the Board of Directors of the Association an instrument executed by Seller (s) and proposed purchaser stating the bonafide price and the terms thereof and the Association shall promptly notify each of the remaining members of the Association of the date of the sale, rental, lease or transfer, together with the price and specific terms thereof. Members shall have the first right over non-members to accept such sale, rental, lease or transfer in their own names at the bonafide price and on the terms contained in the notice, provided, they so notify the Secretary of the Association, in writing, Certified Mail, Return Receipt Requested, of such acceptance not less than ten days prior to the date of the intended sale, rental, lease or transfer, which information the Association shall promptly forward to the owner or owners desiring to sell, transfer or lease. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning an apartment horizontally contiguous to the APARTMENT being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed sale or transfer, on or before ten (10) days before the day given in the notice as the day of the sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at any other price or terms without repeating the procedure outlined above. In the event a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to termination, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the moneys expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale, rental, lease or transfer of the APARTMENT, to certain persons, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An Affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer, and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale, lease or transfer of an APARTMENT have been complied with and that the sale, lease or transfer of a particular APARTMENT to particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the APARTMENT sold, leased or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary, but thirty (30) days after the date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

Notwithstanding any other provision contained herein, an APARTMENT shall not be leased, or rented without the prior written approval of the Association, and the terms and conditions of the Lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require a substantially uniform form of lease to be used.

Notwithstanding anything to the contrary herein, the provisions of this section shall not be applicable to transfers to "institutional first mortgagees" nor to any judicial sale, the latter being defined as any sale of real property provided for by the statutes of the State of Florida where such sale is a public sale with open bidding.

The purpose of the covenants in this section is to maintain a congenial residential community and this covenant shall exist until this Declaration is modified or until the condominium apartment project is terminated as hereinafter provided.

7. **Obligations of Members.** Every owner of an interest in one of the APARTMENTS shall (in addition to other obligations and duties set out herein):

- (a) Promptly pay the assessments levied by the Association.
- (b) Maintain in good condition and repair his APARTMENT and all interior surfaces within his APARTMENT (such as the surfaces of the walls, ceilings, floors), and maintain and repair for the fixtures therein and pay for any utilities which are separately metered to his APARTMENT.
- (c) Not use or permit the use of his APARTMENT for any purpose other than as a single family residence and maintain his APARTMENT in a clean and sanitary manner.
- (d) Keep pets or other animals in his APARTMENT and the Common Property only under regulations established by the Association.
- (e) Not make or cause to be made any structural addition or alteration to his APARTMENT without prior written consent of the Association and all mortgagees holding a mortgage on his APARTMENT.
- (f) Each of the members owning an interest in any APARTMENT shall, prior to the first day of April of 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-fifty second (1/52) 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 amount that the Tax Assessor assesses their APARTMENT

and one-fifty second (1/52) 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 (1/52) undivided interest in the Common Property and agree and intend that the one-fifty second (1/52) undivided interest be assessed together with and as an appurtenance to the APARTMENT.

(g) Not permit or suffer anything to be done or kept in his APARTMENT which will increase the insurance rates on his APARTMENT or the Common Property or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise, nor shall a member commit or permit any nuisance, immoral or illegal act in his APARTMENT or on the Common Property.

(h) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of APARTMENTS and Common Property which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

(i) Make no alteration, decoration, repair, replacement or change of the Common Property or to any outside or exterior portion of the building whether within an APARTMENT or part of the Common Property.

(j) Allow the Board of Directors or the agents and employees of the Association to enter any APARTMENT for the purpose of maintenance, inspection, repair, replacement of the improvements within APARTMENTS or the Common Property or in case of emergency threatening APARTMENTS or the Common Property, or to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and the By-Laws of the Association.

(k) Show no sign, advertisement or notice of any type on the Common Property or his APARTMENT and erect no exterior antennas and aerals except as provided under uniform regulations promulgated by the Association.

(l) Not allow any children under sixteen (16) years of age to reside on the premises except as permitted under uniform regulations established from time to time by the Association.

(m) Make no repairs to any plumbing or electrical wiring within an APARTMENT except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within an APARTMENT shall be paid for and be the financial obligation of the owners of the APARTMENT, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Property.

8. Enforcement of Maintenance. In the event owners of the APARTMENT fail to maintain it as required herein or, if the owners of the APARTMENT make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any APARTMENT shall have the right to proceed in a Court of Equity to seek compliance with the provisions hereof. Or, the Association shall have the right to levy at any time a special assessment against the owners of the APARTMENT and the APARTMENT for the necessary sums to put the improvements within the APARTMENT in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the APARTMENT at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

The Association shall determine the exterior color scheme of the building and shall be responsible for the maintenance thereof, and of the Common Property and no owner shall paint any wall on the outside portion of the APARTMENT buildings nor any door, window or any other exterior surface not within an APARTMENT as reflected in the Plat of SUNLAND GARDEN APARTMENTS NUMBER TWO at any time without the written consent of the Association.

In the event the Association fails to maintain the Common Property, the windows and doors in the buildings in accordance with its obligations hereunder, any owner of an interest in any APARTMENT shall have the right to seek specific performance in a Court of equity to compel the Association to do so, or in the event of emergency repairs needed to utilities, walls, roof or foundation, the owner of an interest in any APARTMENT may give the Association twenty-four (24) hours' notice to repair the same, and if it is not done, said owner may proceed to contract in his own name to make such repair, and the Association shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Association has financial responsibility.

9. Destruction of Improvements and Insurance: The insurance other than title insurance which shall be carried on the Buildings and Common Property and the property of the APARTMENT owners shall be governed by the following provisions:

(a) Authority to Purchase: All insurance policies upon the Buildings and Common Property shall be purchased by the Association for the benefit of the Association and the individual APARTMENT owner or owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of APARTMENT owners. Such policies and endorsements shall be deposited with the Insurance Trustee. APARTMENT owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, but all such insurance shall be obtained from an insurance company from which the Association purchases policies covering the same risk, liability or peril, upon the Common Property if the corporation has such coverage.

(b) Coverage.

1. Casualty. The Buildings and improvements upon the land and all personal property included in the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance company. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (ii) Such other risks as from time to time shall be customarily covered with respect to the buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the APARTMENT owners as a group to an APARTMENT owner.

3. Workmens Compensation. Policy to meet the requirements of Law.

(c) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

(d) Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the APARTMENT owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the FIRST NATIONAL BANK IN FORT LAUDERDALE, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Association which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the APARTMENT owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

1. Common Property. Proceeds on account of damage to Common Property, as that term has been heretofore defined, shall be an undivided one-fifty-second (1/52) share for each APARTMENT.

2. Apartments. Proceeds on account of damage to APARTMENTS shall be held in the following undivided shares:

(i) Partial destruction when the buildings are to be restored for the owners of damaged Apartments in proportion to the cost of repairing the damage suffered by each Apartment owner.

(ii) Total destruction of the buildings or when the buildings are not to be restored - for owners of all apartments in the buildings, each owner's share being in proportion to his share in the Common Property appurtenant to his Apartment.

3. Mortgages. In the event a mortgagee endorsement has been issued as to an APARTMENT, the share of the APARTMENT owner shall be held in trust for the mortgagee and the APARTMENT owner as their interests may appear.

(e) Distribution of proceeds. Proceeds of insurance policies received by Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

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

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to APARTMENT owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an APARTMENT and may be enforced by him.

4. Certificate: In making distribution to APARTMENT owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the APARTMENT owners and their respective shares of the distribution.

(f) Association as Agent. The Association is hereby irrevocably appointed agent for each APARTMENT owner to adjust all claims arising under insurance policies purchased by the Association.

(g) Reconstruction or repair after casualty.

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

(a) Common Property: If the damaged improvement is a portion of the Common Property, as that term has been heretofore defined, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) The Apartment Buildings:

(i) Partial Destruction: If the damaged improvement is one or more of the apartment buildings, but less than total destruction of all three APARTMENT buildings, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(ii) Total Destruction. If none of the APARTMENTS in any of the APARTMENT buildings are tenatable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of three-fourths or more of the number of APARTMENTS in the entire condominium agree in writing to such reconstruction or repair.

(iii) Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specification for the original buildings prepared by B. H. GROOTENBOER, Architect, or according to plans and specifications approved by the Board of Directors of the Association which approval shall not be unreasonably withheld.

(c) Certificate: The Insurance Trustee may rely upon the Certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

2. Responsibility. If the damage is only to those parts of one APARTMENT in any one APARTMENT building for which the responsibility of maintenance and repair is that of the APARTMENT owner, then the APARTMENT owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

3. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty.

4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the APARTMENT owners who own the damaged property, and against all APARTMENT owners in the case of damage to Common Property, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the APARTMENT owners who own the damaged property, and against all APARTMENT owners in the case of damage to Common Property, in sufficient amounts to provide funds for the payment of such costs.

5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against APARTMENT owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the amount of the estimated costs of reconstruction and repair of the APARTMENT building exceeds the total of the annual assessments for recurring expense made on account of such property during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against APARTMENT owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the APARTMENT owner shall be paid by the Insurance Trustee to the APARTMENT owner, or if there is a mortgagee endorsement, then to the APARTMENT owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair of any APARTMENT building, which is the responsibility of the Association, is less than the total of the annual assessments for recurring expenses made on account of such property during the year in which the casualty occurred, 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 Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair of any of the Buildings which is the responsibility of the Association is more than the total of the annual assessments for recurring expense made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an Architect qualified to practice in Florida and employed by the Association to supervise the work.

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be equally distributed to the APARTMENT owner or owners of record and who are the beneficial owners of the fund.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Termination. The Condominium shall be terminated in the following manner:

(a) Agreement. The termination of the Condominium may be effected by unanimous agreement of the APARTMENT owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

(b) Destruction. In the event it is determined in the manner elsewhere provided that the Condominium property shall not be reconstructed after casualty, the Condominium plan of ownership will be terminated and the Condominium documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the corporation certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

(c) Shares of Owners after Termination. After termination of Condominium, the APARTMENT owners shall own the Common Property as tenants in common in equal undivided shares, and their respective mortgagees and lienees shall have the mortgages and liens upon the respective undivided shares of the APARTMENT owners as their respective interests may appear.

11. Apartment Transfers: Any transfer of an APARTMENT shall include all appurtenances thereto whether or not specifically described, including an undivided one-fifty second (1/52) interest in the Common Property and interests in funds and assets held by the Corporation. A deed shall be sufficient if substantially in the form which is attached hereto and referred to as Exhibit Number Three.

12. Severability. The invalidity of any covenant, restriction or other provision of the Condominium document shall not affect the validity of the remaining portions thereof.

13. Amendments: Amendments to this Declaration of Condominium shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(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 meetings considering the Amendment may express their approval in writing. Such approvals must be by all of the Directors and by all the members of the Association.

(c) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, The Developer has executed this Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, this 24th day of September, 1963.

YOH0 LAND CORPORATION

By: Fred M. Yoho
Vice President

ATTEST:

By: Marian M. Yoho
Secretary

Signed, sealed and delivered in the presence of

John L. Quinn
James B. Yoho

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.

I HEREBY CERTIFY, that on this 24th day of September A. D., 1963, before me personally appeared FRED M. YOH0 and MARIAN M. YOH0, Vice President and Secretary respectively of YOH0 LAND CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Pompano Beach in the County of Broward and State of Florida the day and year last aforesaid.

John L. Quinn
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Sept. 13, 1965

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OFF: 2672 PAGE 351

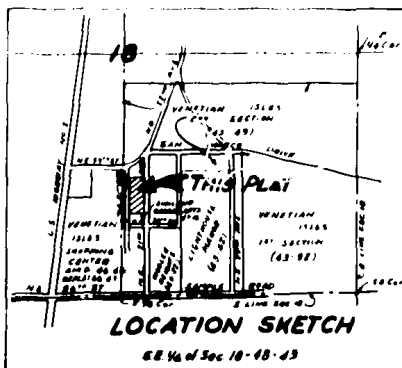
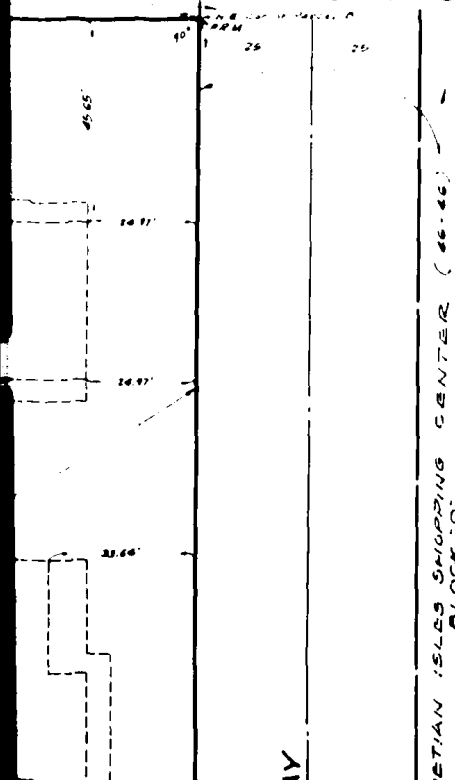
65-12-14

Land Garden Apartments Number Two

PLAT OF VENETIAN ISLES SHOPPING CENTER (PLAT BOOK 46, PAGE 46) IN SECTION 18, TOWNSHIP 48 SOUTH, BROWARD COUNTY, FLORIDA

SCALE 1"=20' SCALE IN FEET AUGUST, 1963

WALDSMITH SURVEYORS INC. FORT LAUDERDALE, FLORIDA



NOTES

1. Each apartment consists of the space bound by a vertical projection of the apartment boundary lines and by the horizontal planes of the floor and ceiling elevations as noted and shown on Sheets 2, 3 and 4.
2. Apartments 13 to 32 inclusive are shown on Sheet 2. Apartments 33 to 44 inclusive are shown on Sheet 3. Apartments 45 to 64 inclusive are shown on Sheet 4.
3. All property included in this plat, not within any apartment, is "common property" and is designated Parcel "B."

KNOW ALL MEN BY THESE PRESENTS, That YOHO LAND CORPORATION, as described and shown hereon, on the attached plat to be known as VENETIAN ISLES SHOPPING CENTER, All previous plats of said land, All thoroughfares, as shown, and purposes. IN WITNESS WHEREOF: Said plat presents to be signed by its President, affixed hereto by and with the date A.D. 1963.

Witness: *John L. O'Neil*

Witness: *Nancy M. Thompson*

STATE OF FLORIDA }
COUNTY OF BROWARD } ss. I, *Nancy M. Thompson*, an officer duly authorized by law, do hereby certify that the foregoing is a true and correct copy of the plat of the VENETIAN ISLES SHOPPING CENTER, as shown, and purposes. IN WITNESS WHEREOF: I have hereunto set my hand and the seal of said County, this 1st day of August, A.D. 1963.

My commission expires: _____

PLAT BOOK 58 PAGE 19

SHEET 1 OF 4

OWNSHIP 48 SOUTH, RANGE 43 EAST
FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
YOHO LAND CORPORATION, a Florida corporation, owner of the lands
described and shown hereon, has caused said lands to be surveyed and replatted as shown
on the attached plat to be known as "SUNLAND GARDEN APARTMENTS NUMBER TWO".
All previous plats of said lands are hereby voided, cancelled and superceded by this plat.
The thoroughfares, as shown, are hereby dedicated to the perpetual use of the public for proper
highways.

WITNESS WHEREOF: Said YOHO LAND CORPORATION has caused these
present to be signed by its President, attested by its Secretary and its corporate seal to be
hereby attested hereto by and with the authority of its Board of Directors this 30th day of August
1963.

Witness John L. O'Brien By John B. Yoho President
Witness Henry M. Tugue Attest Marian M. Yoho Secretary

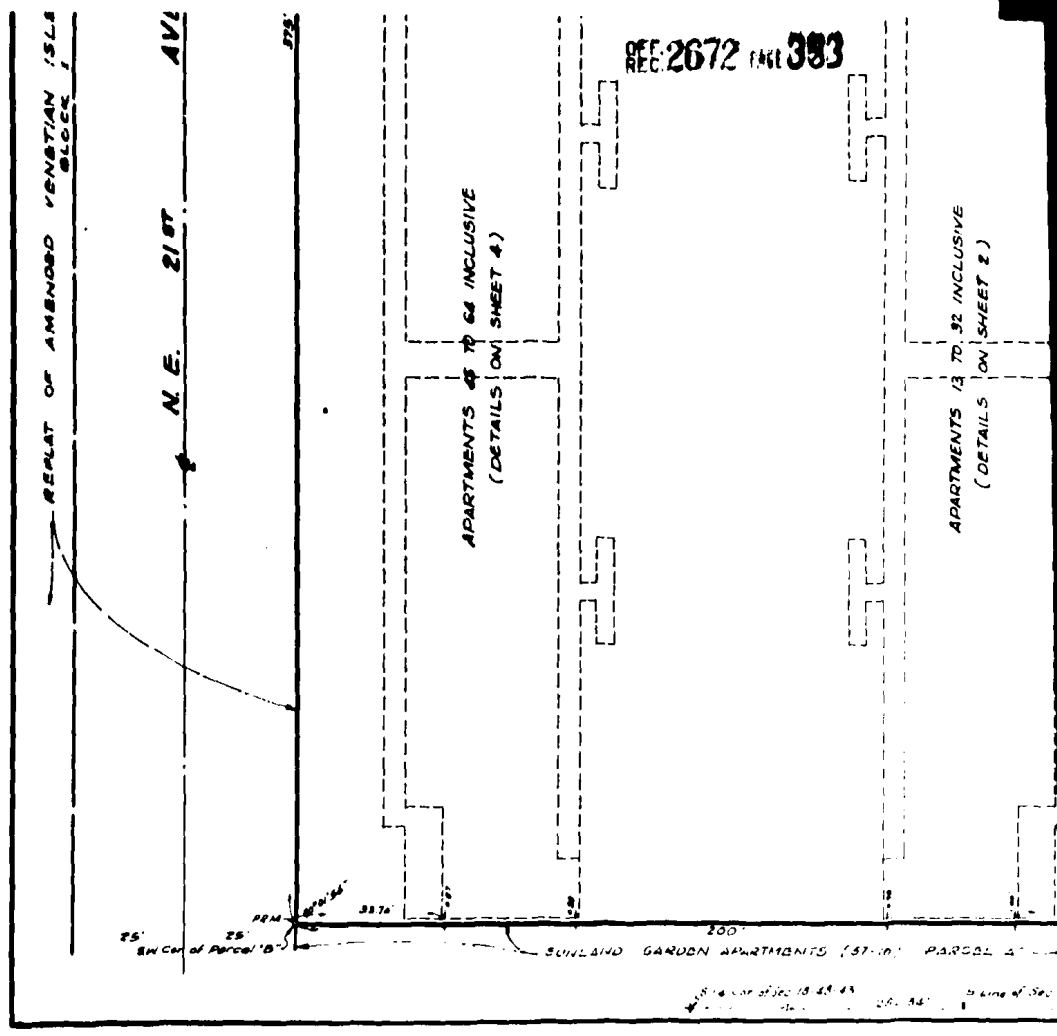
ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF BROWARD) ss I hereby certify that on this day personally appeared before me,
a Notary Public duly authorized by law to administer oaths and take acknowledgements, JESS B.
Yoho and MARIAN M. YOHO, to me known to be President and Secretary respectively of
YOHO LAND CORPORATION, a Florida corporation, and they acknowledged to
me the execution of the foregoing instrument for the purposes therein expressed.

WITNESS WHEREOF I have hereunto set my hand and seal this 30th day of August
1963.

My commission expires: _____

Exhibit One



REF: 2672 PAGE 383

APARTMENTS 13 TO 32 INCLUSIVE
(DETAILS ON SHEET 2.)

W 1
N.E. 21ST

AMENDED VEN

4 The owner of each apartment shall have a 1/32 undivided interest in the common property; Parcel "B."

REC-2672 PAGE 384

DESCRIPTION

All of Lots 2 through 20 inclusive of Block H, excepting therefrom the South 100 feet thereof, according to the amended plat of Venetian Isles Shopping Center as recorded in Plat Book 46 at Page 46 in the Public Records of Broward County, Florida

LEGEND

Subdivision Boundary Line _____
Common Property Building Line - - - - -

MORTGAGE HOLDER'S CERTIFICATE

The undersigned being the owner and holder of a mortgage recorded in OR Book 2532 at Page 194, Public Records of Broward County, Florida, on lands described and platted hereon as Sunland Garden Apartments Number Two does hereby join in, consent to and approve this plat of said lands in witness whereof we have hereunto set our hands and official seal at St Paul, State of Minnesota this 7 day of August A.D. 1963 A & A CREDIT COMPANY, a division of
Rolph R Kriesel Company

By [Signature] President Seal.

Attest [Signature] Secretary

SU

This is to certify that a sub Permanent Reference Map are correct to the best of a

CITY

This plat is approved by the Plan day of September A.D. 1963

This plat is hereby approved

CITY

STATE OF FLORIDA }
COUNTY OF BROWARD } ss
house Point in and by Ord
A.D. 1963.
IN WITNESS WHEREOF I
said city this 10th day of

COUN

This is to certify that this p of Florida and was accepted this 17th day of SEPT.
Attest W E BUNCH, JR. Clerk

This instrument was filed for Plat Book 58 at Page 19
W E BUNCH, JR., Clerk of

SURVEYOR'S CERTIFICATE

OFF. REC. 2672 385

This is to certify that a survey was made of the lands and apartments shown hereon and that Permanent Reference Monuments (PRM) have been set as shown and that the survey and plat are correct to the best of our knowledge and belief WALDSMITH SURVEYORS INC.

By Arnold J. Waldsmith
REGISTERED LAND SURVEYOR NO. 177, STATE OF FLA.

CITY PLANNING & ZONING BOARD

This plat is approved by the Planning & Zoning Board of the City of Lighthouse Point this 4 day of September A.D. 1963

By [Signature]
SECRETARY

COUNTY ENGINEER

This plat is hereby approved for record

By [Signature]
COUNTY ENGINEER

CITY CLERK'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD^{SS} I hereby certify that this plat has been approved by the City of Lighthouse Point in and by Ordinance No. L39 adopted by the City Council on this 18th day of September A.D. 1963.

IN WITNESS WHEREOF I have executed these presents and affixed the corporate seal of said city this 10th day of September A.D. 1963.

By [Signature]
CITY CLERK

COUNTY CLERK'S CERTIFICATE

This is to certify that this plat complies with the provisions of Chapter 10275 (No. 253) Laws of Florida and was accepted for record by the Board of Commissioners of Broward County, Florida, this 17th day of SEPT. A.D. 1963.

Attest W E BUNCH, JR. Clerk of Circuit Court

By [Signature]
DEPUTY CLERK

This instrument was filed for record this 19th day of September A.D. 1963 and recorded in Plat Book 58 of Page 19. Record Verified

W E BUNCH, JR. Clerk of Circuit Court

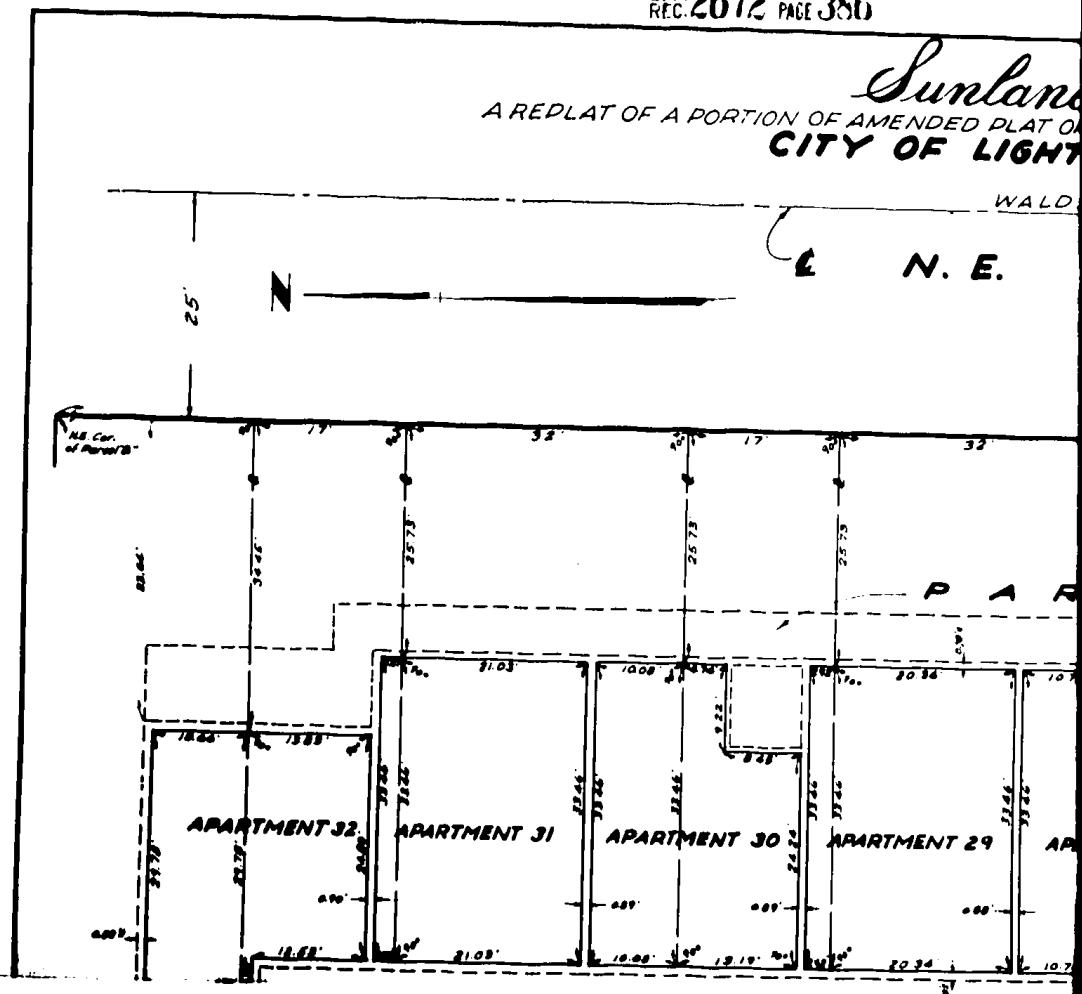
By [Signature]
DEPUTY CLERK

OFF. REC. 2672 PAGE 386

Sunland
A REPLAT OF A PORTION OF AMENDED PLAT OF
CITY OF LIGHT

WALD

N. E.



Island Garden Apartments Number Two
 RECORDED PLAT OF VENETIAN ISLES SHOPPING CENTER (PLAT BOOK 46, PAGE 46) IN SECTION 18, TOWNSHIP 48 50
LIGHTHOUSE POINT BROWARD COUNTY, FLORIDA
 SCALE 1/2" = 10' SCALE IN FEET AUGUST 1963
 WALDSMITH SURVEYORS INC FORT LAUDERDALE, FLORIDA

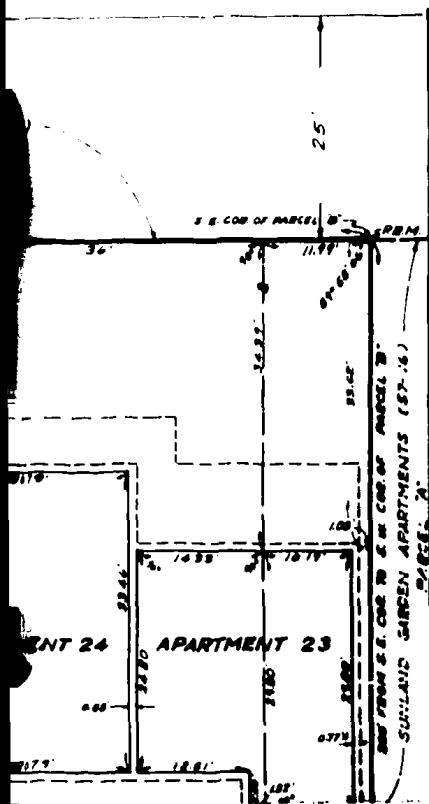
LAABINORD PLAT OF VENETIAN ISLES SHOPPING CENTER (40-46)



PLAT BOOK 58 PAGE 19

SHEET 2 OF 4

SHIP 48 SOUTH, RANGE 43 EAST
FLORIDA

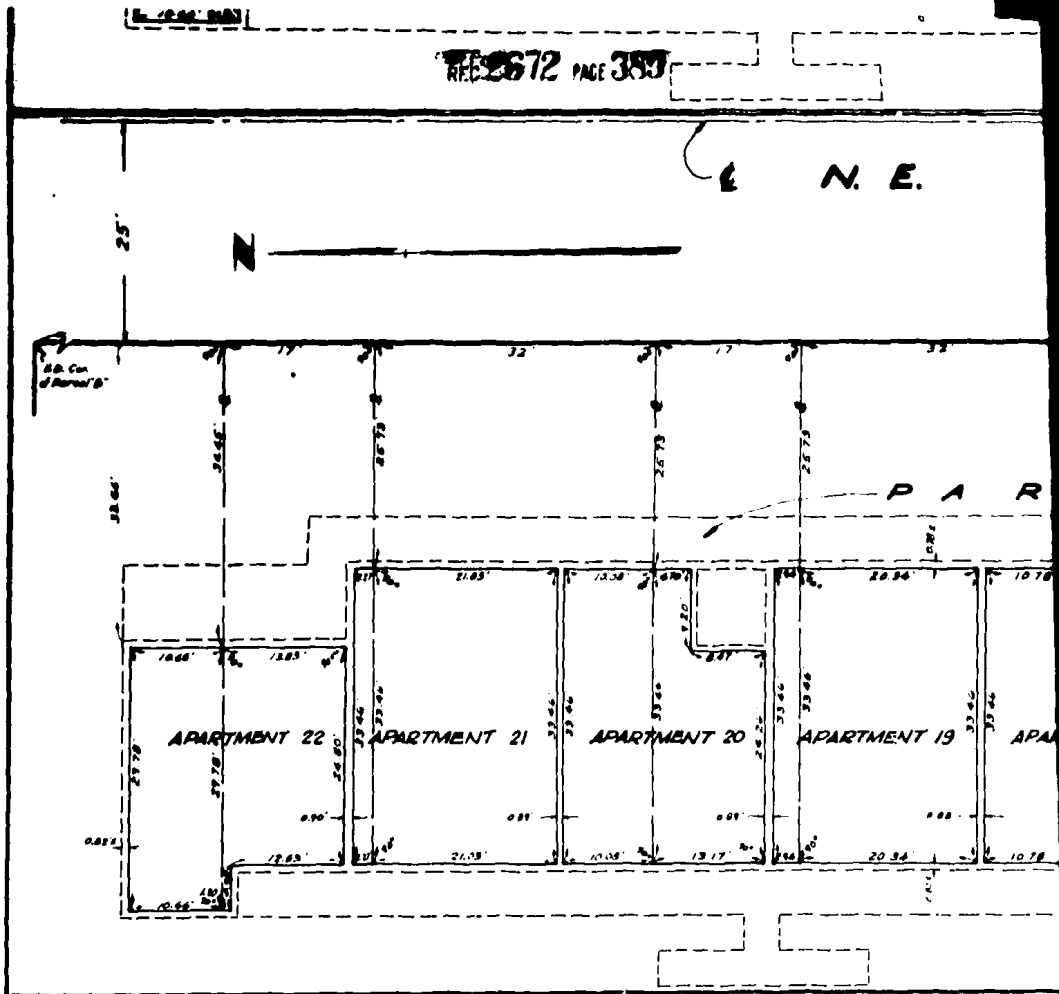


NOTES

- 1 Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes at the floor and ceiling elevations noted below.
- 2 Apartment dimensions are average to finished walls, ceiling and floor.
- 3 Elevations, shown in feet, are based upon U.S.C. & G.S. Mean Sea Level Datum.
- 4 1st floor includes apartments 13 through 22 inclusive having the following elevations:

Apartment floor elevation	+9.49
Apartment ceiling elevation	+17.00
- 5 2nd floor includes apartments 23 through 32 inclusive having the following elevations:

Apartment floor elevations	+18.45
Apartment ceiling elevation	+26.50
- 6 All property included in this plan not



- 96-8-10, 100 27 077 17 EINE TIAU 13425 SHOPPING CARTAGE -
46-46

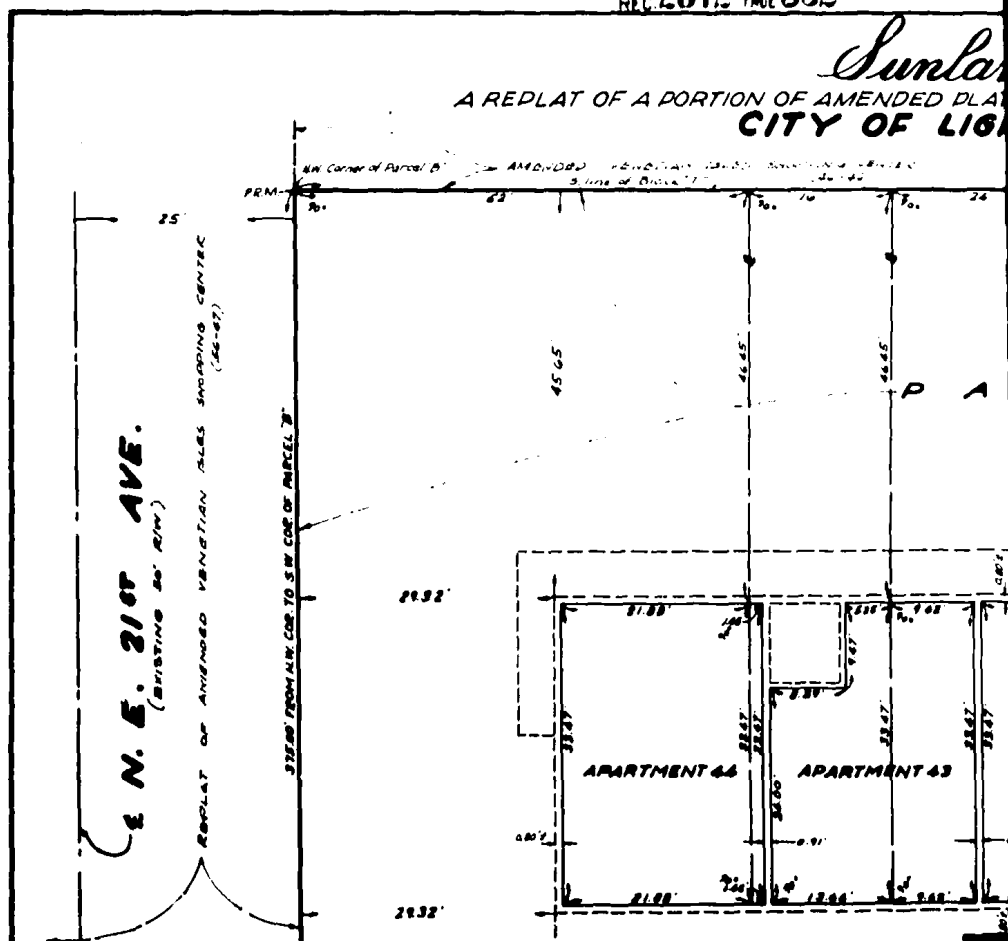
3.511 FROM S.E. COR TO N.E. COR. OF PARCEL B.

B

APARTMENT 12

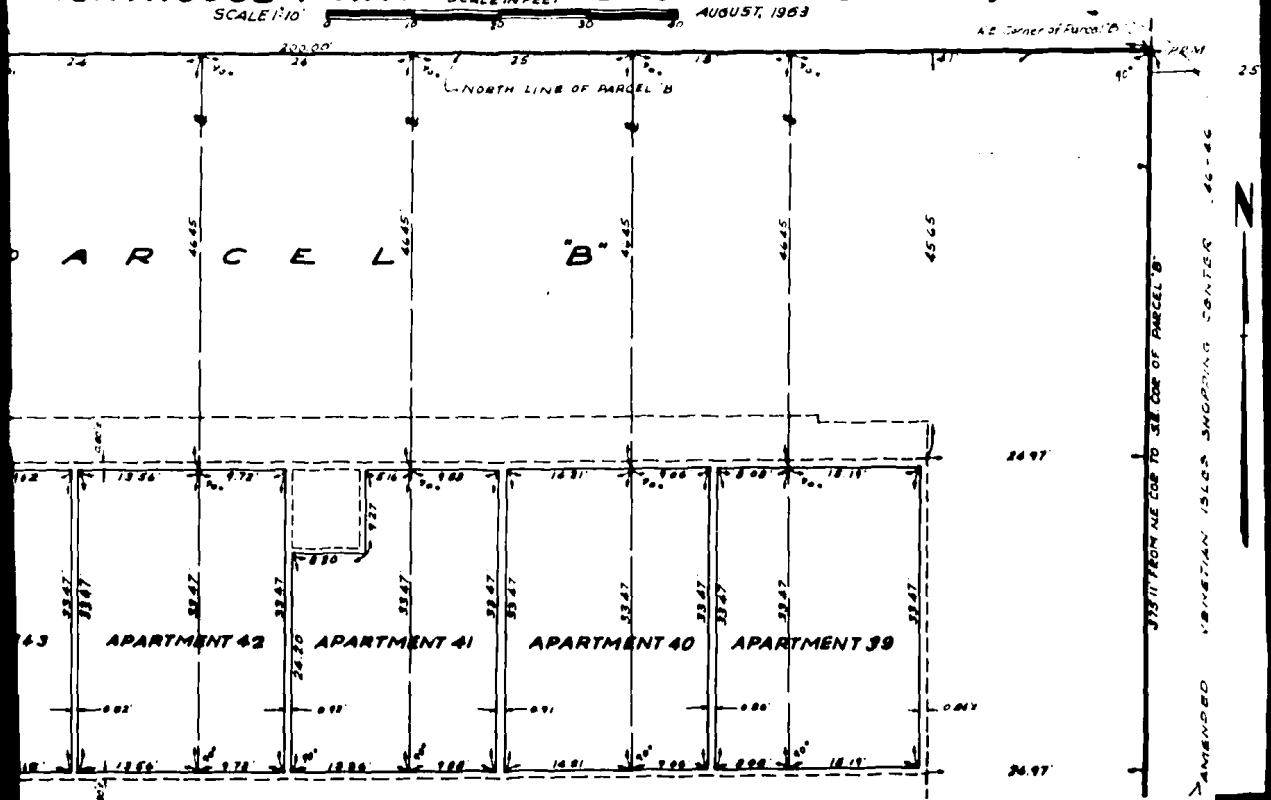
FIRST FLOOR

Sunland
A REPLAY OF A PORTION OF AMENDED PLAT
CITY OF LISA



REF: 2672 PAGE 393

Island Garden Apartments Number Two
PLAT OF VENETIAN ISLES SHOPPING CENTER (PLAT BOOK 46, PAGE 46) IN SECTION 18, TOWNSHIP 48 S, RANGE 80 E, BROWARD COUNTY, FLORIDA
LIGHTHOUSE POINT SCALE IN FEET AUGUST, 1953



OFF: 2672 PAGE 394
REC: 2672

PLAT BOOK 58 PAGE 19

SHEET 3 OF 4

TOWNSHIP 48 SOUTH, RANGE 43 EAST
FLORIDA

WALDSMITH SURVEYORS, INC.
FORT LAUDERDALE, FLORIDA.

NOTES

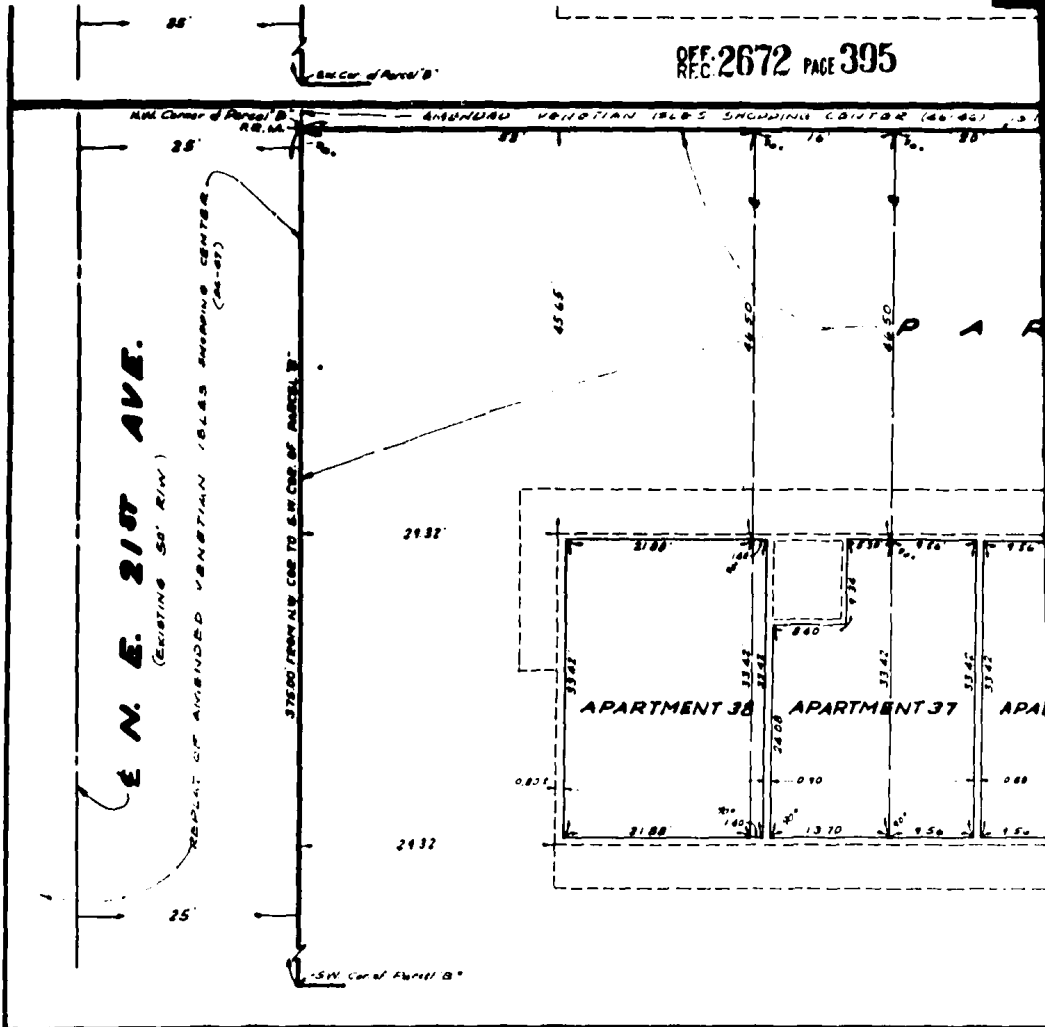
1. Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes of the floor and ceiling elevations noted below.
2. Apartment dimensions are average to finished walls, ceiling and floor.
3. Elevations, shown in feet, are based upon U.S.C. & G.S. Mean Sea Level Datum.
4. 1st floor includes apartments 33 through 38 inclusive having the following elevations:
Apartment floor elevation +9.34
Apartment ceiling elevation +17.68
5. 2nd floor includes Apartments 39 through 44 inclusive having the following elevations:
Apartment floor elevation +18.44
Apartment ceiling elevation +26.58
6. All property included in this plat not within any apartment is 'common property' and is designated Parcel 'B'.
7. The owner of each apartment shall have a 1/10 undivided interest in the 'common property,' Parcel 'B'.

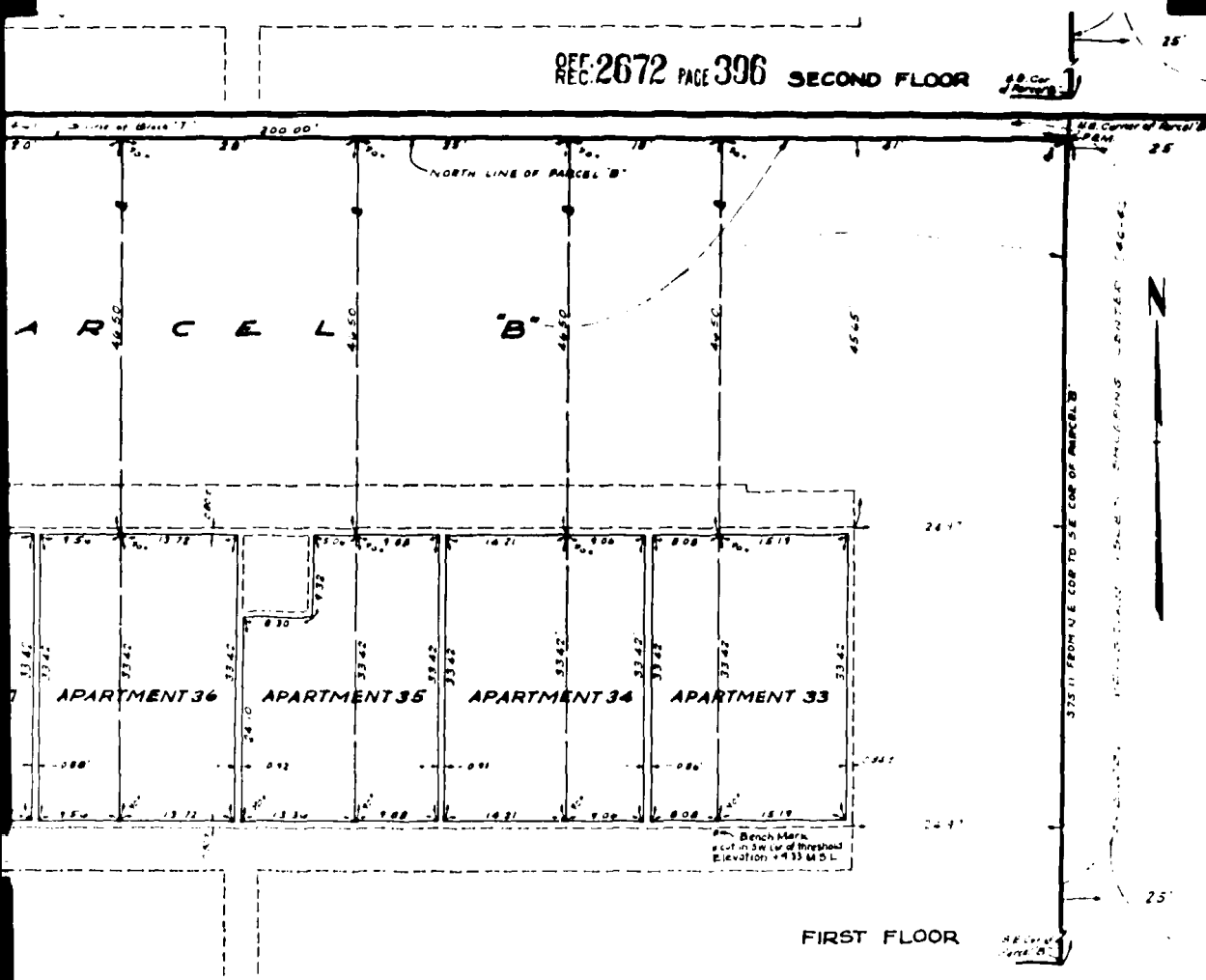
E. N. E. 21ST WAY
(EXISTING 50' R/W)

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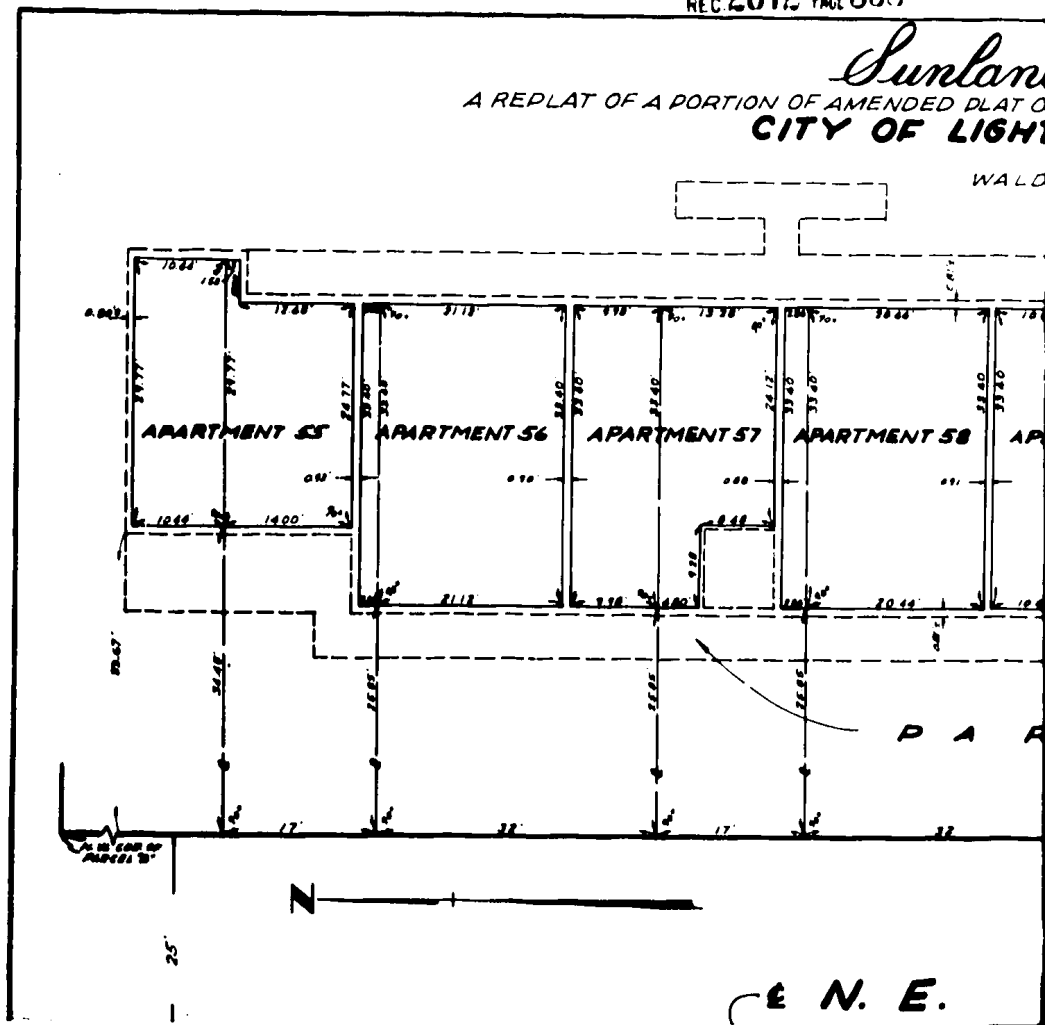
25

UNIMPROVED 150'00' SHOOTING CENTER 150'00'



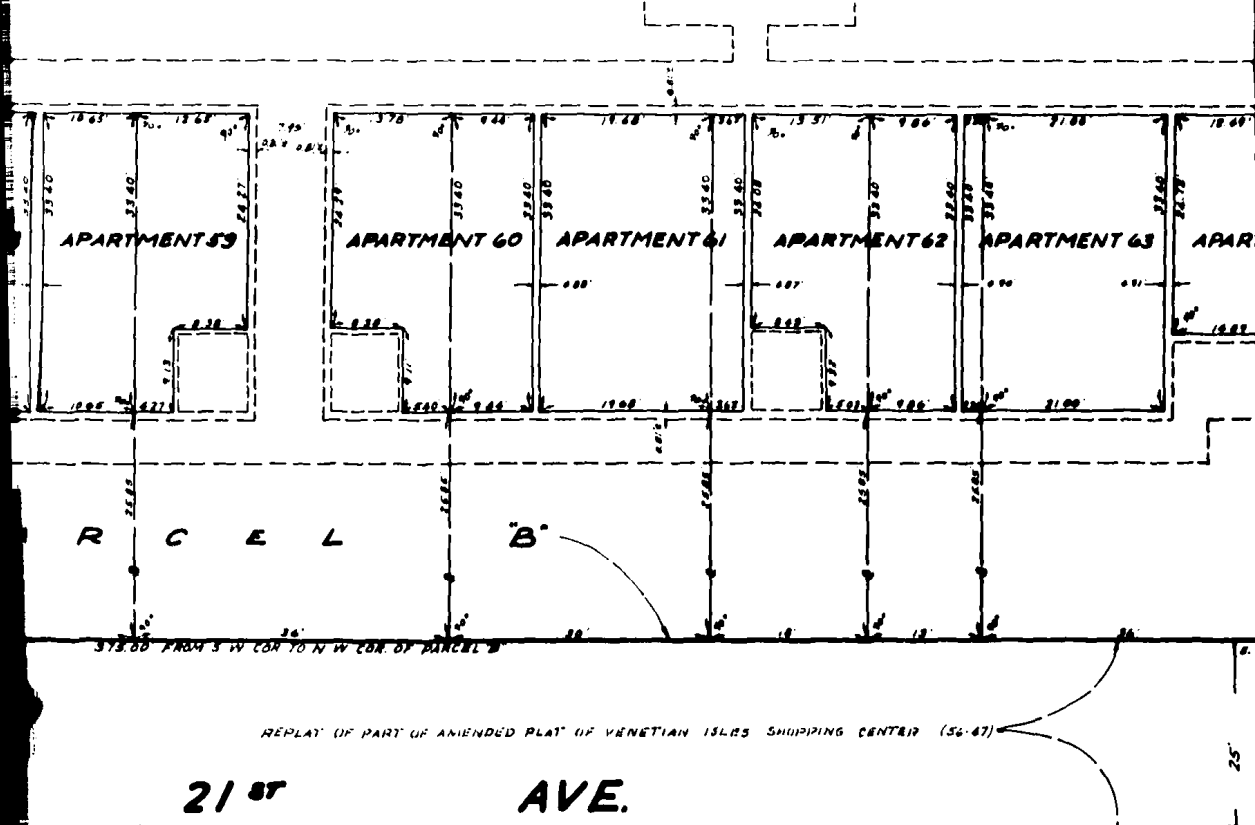


REF: 2672 PAGE 398



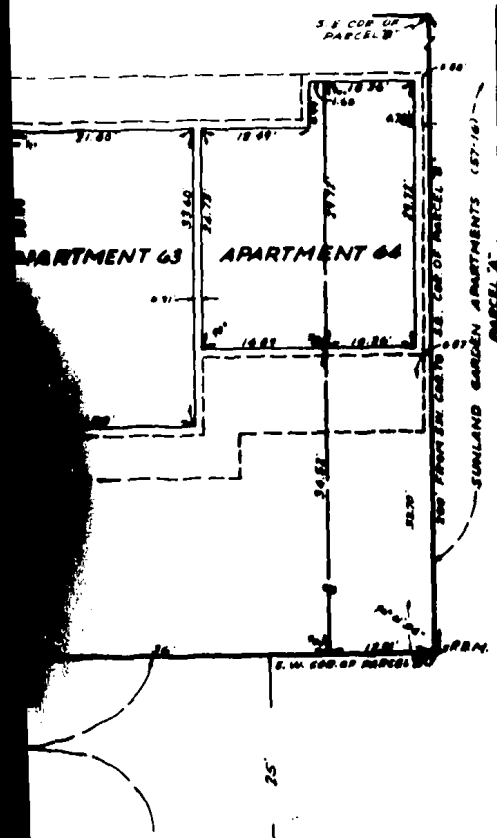
OFF. 2672 PAGE 399
REC. 2672 PAGE 399

Land Garden Apartments Number Two
PLAT OF VENETIAN ISLES SHOPPING CENTER (PLAT BOOK 46, PAGE 46) IN SECTION 19, TOWNSHIP 48 SOUTH
LIGHTHOUSE POINT BROWARD COUNTY, FLORIDA
SCALE 1/4" = 10' AUGUST 1963
WALDSMITH SURVEYORS, INC. FORT LAUDERDALE, FLORIDA



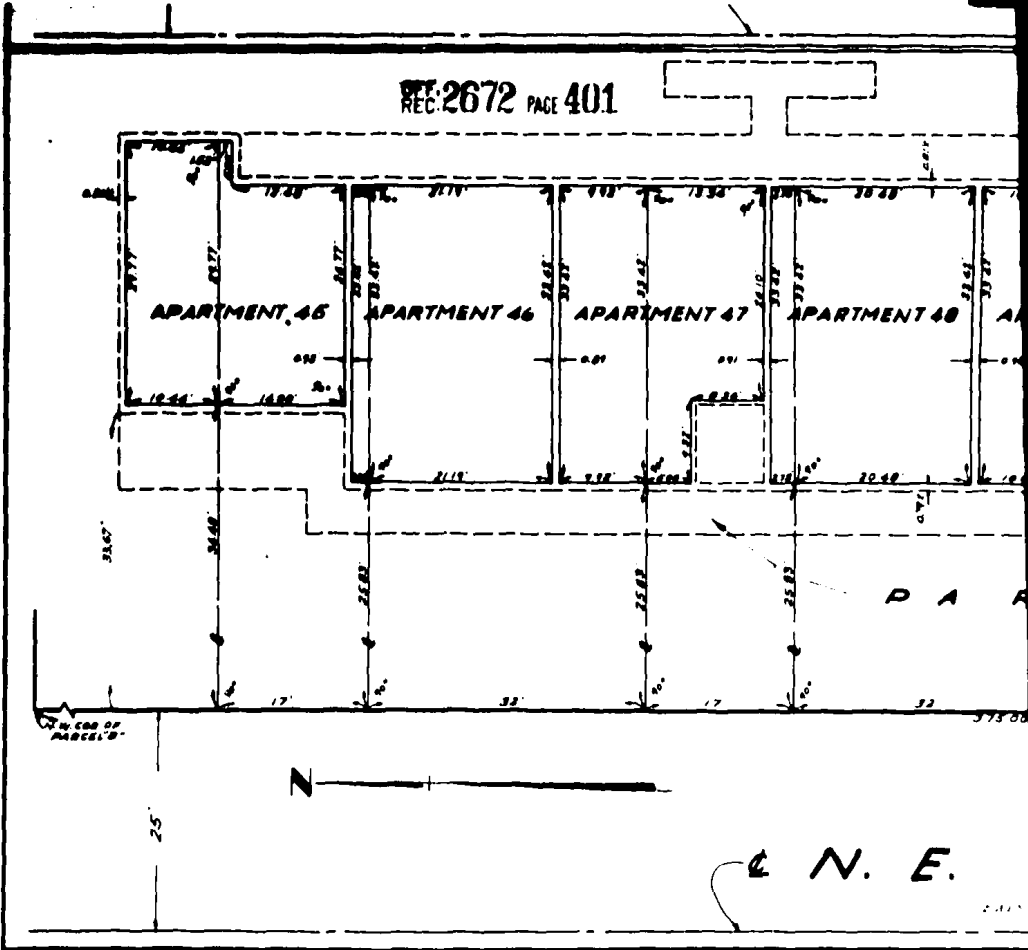
PLAT BOOK 5 PAGE 19
SHEET 4 OF 4

Two
TOWNSHIP 48 SOUTH, RANGE 43 EAST
FLORIDA



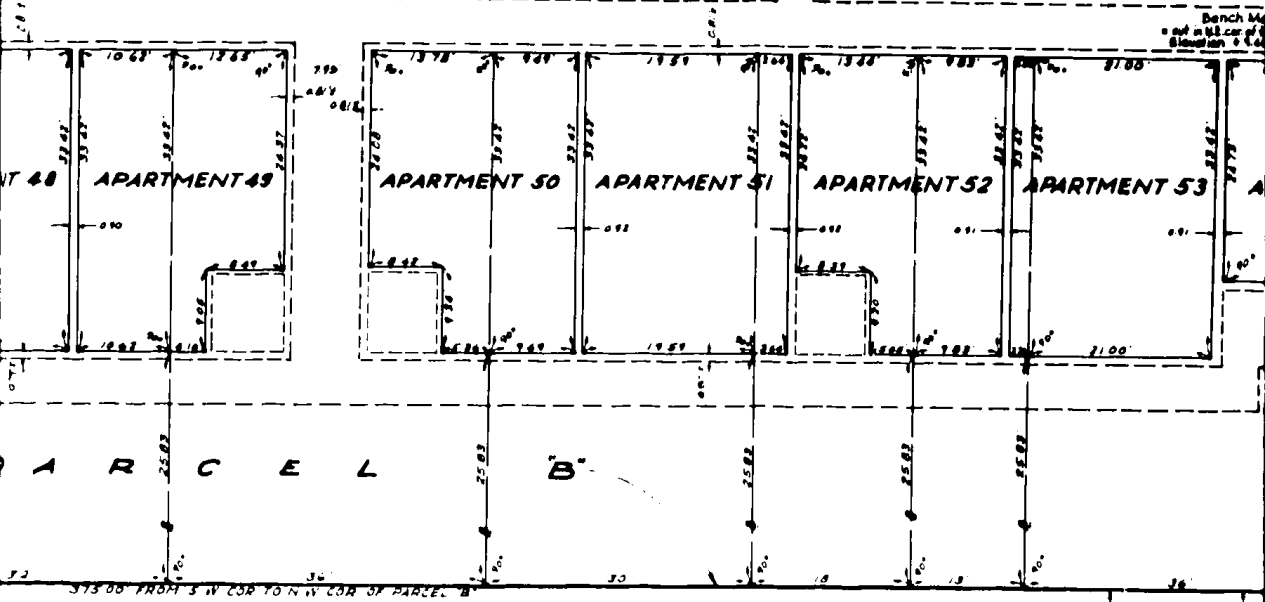
NOTES

1. Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes of the floor and ceiling elevations noted below.
2. Apartment dimensions are average to finished walls, ceiling and floor.
3. Elevations, shown in feet, are based upon U.S.C. & G.S. Mean Sea Level Datum.
4. 1st floor includes Apartments 45 through 54 inclusive having the following elevations:
Apartment floor elevation +9.4'
Apartment ceiling elevation +17.0'
5. 2nd floor includes Apartments 55 through 64 inclusive having the following elevations:
Apartment floor elevation +18.0'
Apartment ceiling elevation +25.0'
6. All property included in this plat within any apartment is common property and is designated Parcel 'B'.
7. The owner of each apartment shall have a 1/64 undivided interest in the common property, Parcel 'B'.



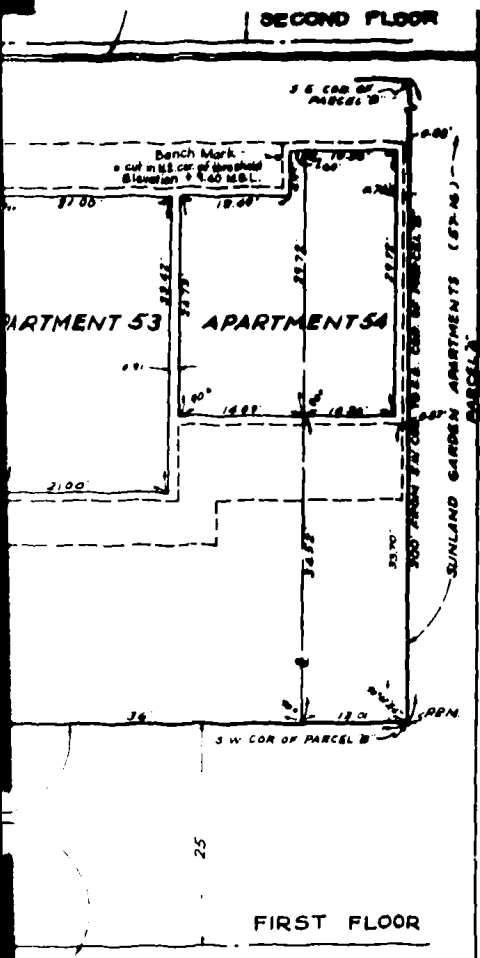
16413110 30 4/74

OFF 2077 402



E. 21ST AVE.

REC-2672 403



LEGEND

Subdivision boundary line.

Apartment boundary line.

Common property building line

Measurement Error

BY - LAWS

of the

SUNLAND APARTMENTS, INC.
NUMBER TWO
A Florida Corporation Not for Profit

ARTICLE I. Statement of Purpose: The Articles of Incorporation of SUNLAND APARTMENTS, INC. NUMBER TWO, a corporation not for profit, pursuant to and incorporated in accordance with the Laws of the State of Florida, were filed in the office of the Secretary of State on the day of August, 1963 and has been so organized for the purpose of administering and managing certain Condominium Apartments on the following described real property, to wit:

All of Lots 2 through 20 inclusive, Block H excepting therefrom the South 100' thereof 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.

1. The office of the Association shall be located at 2001 N. E. 38th Street, Pompano Beach, Broward County, Florida.
2. The fiscal year of the Association shall be a calendar year.
3. The seal of the Association shall bear the name of the corporation, and shall indicate that the said corporation is one not for profit.

ARTICLE II. Members:

1. The annual meeting of the membership shall be held at the office of the corporation at 10:00 o'clock A. M. on the first Monday in April of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

2. Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of Meeting may be waived before or after meetings.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. And such a majority shall be required for the Association to make decisions. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

5. The vote of the owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

8. The agenda at the annual members' meeting shall be as follows:

- (a) Election of Chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.

- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New Business

ARTICLE III. Directors:

1. The Board of Directors will consist of representatives of the existing membership and each member of the Board of Directors shall be an owner of an apartment or an interest therein, but in no event shall the Board of Directors consist of less than Five (5) persons; directors shall be elected by a plurality of votes cast at the annual meeting of the members of the association.

2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

3. Directors may be removed for cause by an affirmative vote of a majority of the members of the association. No director shall continue to serve on the Board if, during this term of office, his certificate of membership shall be terminated for any reason whatsoever.

4. The term of each director's tenure shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed for cause as heretofore provided.

5. 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 shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board of directors. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

8. The presiding officer of directors' meeting shall be the chairman of the board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

9. Directors and officers as such shall receive no salary or other compensation for their services.

ARTICLE IV. Powers and Duties of the Board of Directors:

1. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Reservations and Restrictive Covenants which governs the use of the land, and shall include but shall not be limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The reconstruction of improvements after casualty and the further improvement of the property.

(e) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.

(f) To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

(g) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

(h) To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

(i) To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

(j) To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

(k) To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

(l) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

ARTICLE V. Officers:

1. The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. 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.

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by Law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; he shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

ARTICLE VI. Fiscal Management: The provisions for fiscal management of the Association set forth in the Declaration of Reservations and Restrictive Covenants and Articles of Incorporation shall be supplemented by the following provisions:

1. **Assessment Roll:** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of an owner or owners, the amount of each assessment against the owners, the dates and amounts on which the assessments come due, and the amounts paid upon the account and the balance due upon assessments.

2. **Budget:** The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association including but not limited to the following items:

- (a) Maintenance and operation of general common areas.
- (b) Utility services.
- (c) Casualty insurance
- (d) Liability insurance
- (e) Administration.
- (f) Individual apartment expense budget.
- (g) Apartment building expense including but not limited to building maintenance and repair, casualty insurance and liability insurance.

3. Copies of the Budget and proposed assessments shall be transmitted to each member on or before November 1st preceding the year for which the Budget is made.

4. The Association depository shall be any bank or banks designated by the Board of Directors and withdrawal of funds of the Association from such accounts shall be only by check executed by such persons as are authorized by the Board of Directors.

ARTICLE VII. Amendments: Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

4. Effective date: An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

THE FOREGOING BY-LAWS were adopted by SUNLAND APARTMENTS, INC. NUMBER TWO, a non profit corporation, at the first meeting of the Board of Directors on the 24th day of September, 1963.

Marian M. Yoke
Secretary

APPROVED:

Fred M. Yoke
President

APARTMENT CONDOMINIUM DEED

THIS INDENTURE, Made this _____ day of _____, 19____
 BETWEEN YOHO LAND CORPORATION, a corporation existing under the
 Laws of the State of Florida having its principal place of business in the
 County of Broward and State of Florida, party of the first part, and

of the County of _____ and State of _____ part _____ of the
 second part,

WITNESSETH, That the said party of the first part, for and in
 consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE
 CONSIDERATION to it in hand paid, the receipt whereof is hereby acknowledged,
 has granted, bargained, sold, aliened, remised, released, conveyed and con-
 firmed, and by these presents doth grant, bargain, sell, alien, remise, release,
 convey and confirm unto the said part _____ of the second part, and
 heirs and assigns forever, all that certain parcel of land lying and being in the
 County of Broward and State of Florida, more particularly described as follows:

A part of the lands described as SUNLAND GARDEN
 APARTMENTS NUMBER TWO, according to the
 Plat thereof, as recorded in Condominium Book 1_____,
 Page 12 of the Public Records of Broward County,
 Florida, the part of the land hereby conveyed being
 Apartment No. _____ of SUNLAND GARDEN
 APARTMENTS NUMBER TWO, together with an un-
 divided one-fifty second (1/52) interest in the Com-
 mon Property, as provided in the Declaration of
 Condominium of SUNLAND GARDEN APARTMENTS
 NUMBER TWO which Declaration of Condominium
 is recorded in ~~Official Record~~ Book _____ at
 Page _____ of the Public Records of Broward
 County, Florida.

TOGETHER WITH all the tenements, hereditaments and appur-
 tenances, with every privilege, right, title, interest and estate, reversion,
 remainder and easement thereto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

AND the said party of the first part doth covenant with the said
 part _____ of the second part that it is lawfully seized of the said premises;

that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to the above described Condominium parcel, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

YOHO LAND CORPORATION

By _____
Vice President

ATTEST:

Secretary

Signed, Sealed and Delivered in
Our Presence:

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
W. E. BUNCH, JR.
CLERK OF CIRCUIT COURT

79-100996

CERTIFICATE OF AMENDMENT

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT AN AMENDMENT TO ARTICLE IV OF THE BY-LAWS OF SUNLAND APARTMENTS, INC. NO. 1 AND 2, UNDER CHAPTER 1-M "POWERS AND DUTIES OF THE BOARD OF DIRECTORS" WAS PASSED BY MORE THAN A THREE-FOURTHS MAJORITY OF THE MEMBERSHIP, BY A REFERENDUM VOTE TAKEN ON FEBRUARY 20, 1979, APPROVING THE INDEMNIFICATION AND BONDING CLAUSE.

INDEMNIFICATION

Every director and every 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 to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

BONDING

All officers and directors shall be bonded.

Attest:

Orne M. Allen
Secretary

Sunland Apartments, Inc. #1 & #2
Name of Association

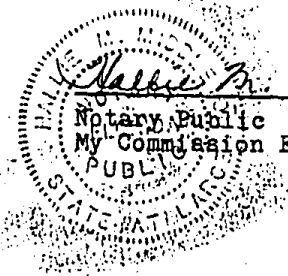
BY Adelbert B. DesRochers
President

Rosella M. Tindler
Witness

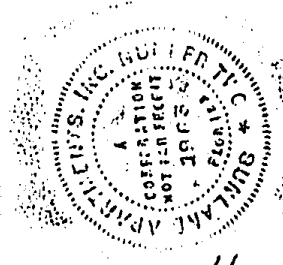
Arch M. Simpson
Witness

Sworn to and subscribes before me on this 2nd Day of April, 1979

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WRIGHT
COUNTY ADMINISTRATOR



Notary Public, State of Florida at Large
My Commission Expires Nov. 12, 1980
Insured by American Fire & Casualty Company



Apt 51
33064
3850 W. E. 21 way
Englewood Cl. Fla

A.B. Des Rochers
→

APR 3 9 55 AM '79

REC 8130 PAGE 939

4



This instrument was prepared by:
 LISA A. WOLINER, Esquire,
 BECKER & POLIAKOFF, P.A.
 3111 Stirling Road
 Fort Lauderdale, FL 33312

INSTR # 99334102
 OR BK 29560 PG 0432
 RECORDED 06/16/99 02:05 PM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 1032

**CERTIFICATE OF AMENDMENT
 OF THE BY-LAWS OF
 SUNLAND APARTMENTS, INC.
 NUMBER TWO**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an Exhibit to the Declaration of Condominium of Sunland Garden Apartments Number Two, as recorded in Official Records Book 2672 at Page 366 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in Article IX of the Articles of Incorporation, at a meeting held on March 31, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 3rd day of ~~May~~ ^{JUNE}, 1999, at Lighthouse Point, Broward County, Florida.

WITNESSES

Sign Delia M. Kennedy
 Print DELIA M. KENNEDY
 Sign Helen F. Altman
 Print HELEN F. ALTMAN

SUNLAND APARTMENTS, INC.

By: Raymond F. Kennedy, President
3851 NE 21 AVE.
Lighthouse Point, FL 33064

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of ~~May~~ ^{JUNE}, 1999, by RAYMOND F. KENNEDY as President 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 Lorraine Kempton
 print LORRAINE KEMPTON
 My Commission expires: 1/20/03

LORRAINE KEMPTON
 Notary Public, State of Florida
 My comm. exp. Jan. 20, 2003
 Comm. No. CC803381

BK

**PROPOSED AMENDMENT TO THE BY-LAWS
OF
SUNLAND APARTMENTS, INC.
NUMBER TWO**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. *Proposed amendment to Article IV of the By-Laws to add a new subparagraph (m) to read as follows:*

ARTICLE IV. Power and Duties of the Board of Directors.

1. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Reservations and Restrictive Covenants which governs the use of the land, and shall include but shall not be limited to the following:

(subparagraphs (a) through (l) remain unchanged)

(m) To reject leasing or renting of units during the first year of occupancy and/or until one year has expired after acquisition of title.

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.

W I T N E S S E T H :

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

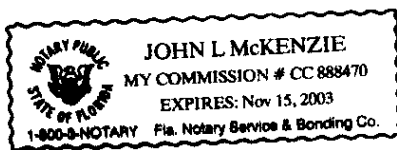
Print Name
Its President

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

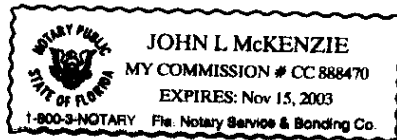
Print Name
Its President

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 Rozmond Kennedy and Thomas Dincean, 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 subdivisor, 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. Subdivisor 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, Subdivisor had the apartment building surveyed and subdivided the property covering by said plat 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 those 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 I 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 ~~aforedescribed "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:~~

<u>Name</u>	<u>Residence</u>
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

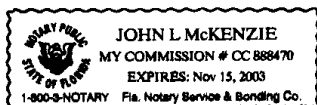
Diane McKenzie
Print Name

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

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

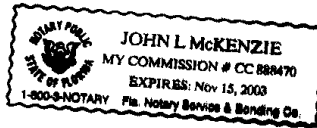
STATE OF FLORIDA
COUNTY OF BROWARD

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:





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

INSTR # 101315968
OR BK 32087 PG 1710
RECORDED 09/10/2001 04:05 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2075

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
SUNLAND APARTMENTS, INC. NUMBER TWO**

This Certificate of Amendment to the Bylaws of Sunland Apartments, Inc. Number Two is made this 9th day of August, 2001 by Sunland Apartments, Inc., Number Two, a Florida not-for-profit corporation ("Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium of Sunland Garden Apartments, a Condominium was 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 was 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, Sunland Garden Apartments, a Condominium and Sunland Garden Apartments Number Two, a Condominium were merged into Sunland Garden Apartments Number Two, a Condominium by virtue of the Certificate of Amendment recorded at Official Records Book 31112, Page 1428 of the Public Records of Broward County, Florida,

WHEREAS, the Association is the condominium association operating Sunland the merged condominium, Garden Apartments Number Two, a Condominium.

WHEREAS, Section 9.2 of the Association Bylaws provides that the Bylaws may be amended by approval of the entire Board of Directors.

NOW, THEREFORE, the President and Secretary of the Association hereby certifies that:

1. The entire Board of Directors, at a duly convened meeting conducted on 8/9, 2001, approved and adopted the Amendment to the Bylaws attached hereto as Exhibit "A".

2. The approval and adoption of the Amendment is reflected in the minutes of the Association and said approval and adoption is unrevoked.

3. The Association desires that all said Amendment shall be certified of record as notice to all current and future owners of property subject to Declaration of Condominium and Bylaws.

9th IN WITNESS WHEREOF, the undersigned have set their hand and seal this day of August, 2001.

SUNLAND APARTMENTS, INC.
NUMBER TWO

Joanne Bigg
Signature

Joanne Bigg
Print Name

By: Thomas Dineen
Signature

THOMAS DINEEN
Print Name
Its President

Karen Julius
Signature
Karen Julius
Print Name

Attest: Helen Faltman
Signature
HELEN F. ALTMAN
Print Name
Its Secretary

STATE OF FLORIDA)
)ss.:
COUNTY OF)

The foregoing instrument was acknowledged before me this 9th day of August, 2001, by Tom Dineen and Helen Altman, 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.

[Signature]
NOTARY PUBLIC, State of Florida

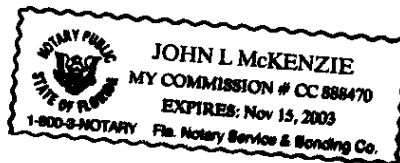


EXHIBIT "A"

SUNLAND GARDEN APARTMENTS, INC. NUMBER TWO

Section 9.2, *ADOPTION OF AMENDMENTS*, of the Bylaws is amended to read as follows:

[Added language is underlined. Deleted language is ~~struck through~~.]

9.2 ADOPTION OF AMENDMENTS - A proposed amendment must receive the approval of a majority of the Board of Directors and a majority of all members of the Association. ~~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.

This instrument is prepared by and return to:

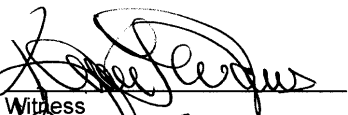
Jane F. Bolin, Esq.
PeytonBolin, PL
4792 W. Commercial Blvd.
Fort Lauderdale, FL 33319
Telephone: (954) 316-1339
Facsimile: (954) 727-5776
Email: jane@peytonbolin.com

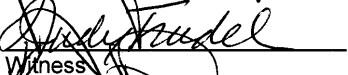
**CERTIFICATE OF AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR SUNLAND GARDEN APARTMENTS NUMBER TWO
CONDOMINIUM ASSOCIATION**

SUNLAND GARDEN APARTMENTS NUMBER TWO CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation (the "**Association**"), organized pursuant to Chapter 718, Florida Statutes, et seq., for the purpose of managing and operating the real property referenced in the declaration, as defined in and according to the Declaration of Condominium, as recorded in Official Records Book 2672, at Page 366, of the Public Records of Broward County, Florida, as amended from time to time, (the "**Declaration**"), hereby certifies that on the 8th day of March, 2011, at a duly and properly noticed and called special meeting of members of the Association at which a quorum was present, the members present at a meeting duly called for the purpose of adopting amendments to the Declaration, approved and adopted, in accordance with Chapter 718, Florida Statutes and applicable law, that certain Amendments to the aforesaid Declaration, a copy of which is attached hereto and made a part hereof as Exhibit "A".

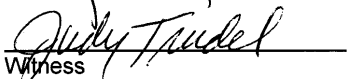
Signed, Sealed And Delivered
in The Presence Of:

SUNLAND GARDEN APARTMENTS
NUMBER TWO CONDOMINIUM
ASSOCIATION, INC., a not-for-profit Florida
corporation


Witness


Witness


Witness

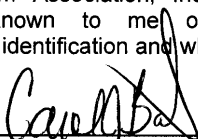

Witness

By: 
As President of SUNLAND GARDEN
APARTMENTS CONDOMINIUM ASSOCIATION, INC.

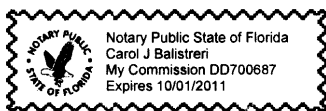
By: 
As Secretary of SUNLAND GARDEN
APARTMENTS CONDOMINIUM ASSOCIATION, INC.

STATE OF FLORIDA)
) :ss
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of March, 2011, by Patricia Biviano, as President of Sunland Garden Apartments Number Two Condominium Association, Inc., a not-for-profit Florida corporation, who are personally known to me or who have produced FL Driver License as identification and who have executed same on behalf of said corporation.

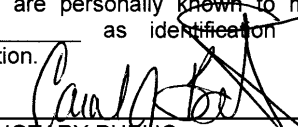

 NOTARY PUBLIC

My Commission Expires:



STATE OF FLORIDA)
) :ss
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of March, 2011, by Maureen Ruckert, as Secretary of Sunland Garden Apartments Number Two Condominium Association, Inc., a not-for-profit Florida corporation who are personally known to me or who have produced known to me as identification and who have executed same on behalf of said corporation.


 NOTARY PUBLIC

My Commission Expires:

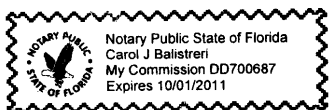


EXHIBIT "A"**PROPOSED AMENDMENTS TO DECLARATION**

1. Section 6. Sale, Rental, lease, or Transfer. shall be amended to include the underlined provision as follows:

Prior to the sale, rental, lease or transfer of any interest in an APARTMENT to any person other than the transferor's spouse, the owners shall notify the Board of Directors of the Association by written communication, Return Receipt Requested, directed to the Secretary of the Association of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and such other information as may be required by the Board of Directors of the Association. Within ten (10) days from receipt of the written communication by the Secretary of the Association, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the Seller, Lessor or transferor as the terms stated in the notice, except that a purchaser, lessee or transferee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval within which to close the transaction. The approval of the Association shall be in recordable form and shall be delivered to the purchaser, lessee or transferee.

In the event the Board of Directors of the Association fail to act or disapproves of the proposed sale, rental, lease or transfer of any interest in an APARTMENT and if an owner desiring to sell still desires to do so, he shall fifteen (15) days before such sale or transfer, given written notice to the Secretary of the Association. Certified Mail, Return Receipt Requested of his intention to sell, rent, lease or transfer on a certain date and he shall submit to the Board of Directors of the Association an instrument executed by Seller(s) and proposed purchaser stating the bonafide price and the terms thereof and the Association shall promptly notify each of the remaining members of the Association of the date of the sale, rental, lease or transfer, together with the price and specific terms thereof. Members shall have the first right over non-members to accept such sale, rental, lease or transfer in their own names at the bonafide price and on the terms contain in the notice, provided, they so notify the Secretary of the Association, in writing, Certified Mail, Return Receipt Requested, of such acceptance not less than ten days prior to the date of the intended sale, rental, lease or transfer, which information the Association shall promptly forward to the owner or owners desiring to sell, transfer or lease. A "bonafide price" is defined herein as a price in writing binding upon the offeror and containing all of the pertinent

terms and conditions of such sale, rental, lease or transfer, and in the case of an offer to purchase accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the total purchase price. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning an apartment horizontally contiguous to the APARTMENT being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed sale or transfer, on or before ten (10) days before the day given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at any other price or terms without repeating the procedure outlined above. In the even a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to termination, according to the provision hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the moneys expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member of members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date, the sale, rental, lease or transfer of the APRTMENT, to certain persons, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the member shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer, and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale, lease or transfer of an APARTMENT have been complied with and that the sale, lease or transfer of a particular APARTMENT to particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the APARTMENT sold, leased or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary,

but thirty (30) days after the date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

Notwithstanding any other provision contained herein, an APARTMENT shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of the lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require a substantially uniform form of lease to be used. No APARTMENT owner shall be given approval to lease or rent his or her APARTMENT unless that APARTMENT owner has been the title owner of such APARTMENT for over twelve (12) months.

Notwithstanding anything to the contrary anything to the contrary herein, the provisions of this section shall not be applicable to transfers to "institutional first mortgagees" not to an judicial sale, the latter being defined as any sale of real property provided for by the statutes of the State of Florida where such sale is a public sale with open bidding.

The purpose of the covenants in this section is to maintain a congenial residential community and this covenant shall exist until this Declaration is modified or until the condominium apartment project is terminated as hereinafter provided.

2. Section 7. Obligations of Members, shall be amended to include the underlined provision to subsection (i) as follows:

(i) Make no alteration, decoration, repair, replacement or change of the Common Property or any outside or exterior portion of the building whether within an APARTMENT or part of the common property. Notwithstanding the provisions of this subsection, an APARTMENT owner shall be permitted to replace wall mounted Air Conditioning units to any wall installed central Air Conditioning units, subject to subsection (m) of this section.

NOTE: Those portions of the Declaration that are being deleted by these amendments are represented hereinabove as stricken (e.g., ~~stricken-out~~) and portions of the Declaration that are being added by these amendments are represented hereinabove as underlined (e.g., underlined).

Sunland Apartments Inc 2
Customer & Job List
January 24, 2011

13 members
13 proxy-present

Annual Meeting for Sunland Apartments #2 Inc on Thursday January 27, 2011 at 7:00 PM									
Customer	Customer's Name	Signature	Reserves		Proxy		Central AC		
			Full	No Reserves	Yes for 1 year	Rental	Yes	No	
31 Juk	LINK CATHERINE F								
32 Althari	ALTMAN HELEN F	<i>Helen Althari</i>							
33 Mercadino	MERCANDINO ROBERT F	<i>PROXY PAT</i>		X	X		X		
34 Daly	Michael Daly								
35 O'Donnell	O'DONNELL SHANNON								
36 Wright	Helen Wright	<i>Helen Wright</i>							
37 - Chekina	Inna Chekina	<i>PROXY PAT</i>		X	X		X		
38 Saltz	Eric Saltz	<i>PROXY - KEVIN</i>	X				X		
39 Bershadsky	BERSHAUSKY IGOR & ONSANA	<i>PROXY - SEC</i>		X	X		X		
40 Brito	BRITO JUAN & BRITO EMILIA								
41 Sile	STILE THERESA COLELLA								
42 Saltz	SALTZ KEVIN	<i>PROXY - sec</i>	X				X		
43 Julius	JULIUS KAREN	<i>Helen Julius</i>							
44 Long	LONG ANN MARIE								
45 - Conner	Ruth Conner	<i>PROXY PAT</i>		X	X		X		
46 May	MAY JACQUELINE S	<i>PROXY</i>		X	X		X		
47 Frost	Jacqueline Frost								
48 Escalada	Jose Escalada	<i>PROXY - SEC</i>		X	X				X
49 Yau	YAU KA WING	<i>PROXY MAUREEN</i>	X				X		
50 Mitchusson	MITCHUSSON DEBORAH	<i>MAUREEN</i>							
51 Keung	Kitty Siu-King & Paul Ying Sing Keung	<i>Paul Keung P.S.</i>							
52 Powers	POWERS ELLIE	<i>PROXY PAT</i>		X	X		X		
53 Casey	CASEY RICHARD A	<i>PROXY</i>		X	X				X
54 Pophal	B.P. Communications								
55 Brinn	Charles and Linda Brinn	<i>PROXY - SEC</i>		X	X		X		
56 Stencel	STENCEL TODD								
57 Persico	Anthony & Louise Persico	<i>PROXY PAT</i>		X	X		X		
58 Koon	KOON KAI MAN	<i>PROXY MAUREEN</i>	X				X		
59 Davis	DAVIS GREGORY W	<i>PROXY - SEC</i>	X				X		X
60 Kempton/Pastore	PASTORE FRED & KEMPTON LORRAINE	<i>PROXY PAT</i>		X	X		X		
61 Farley	FARLEY JULIA QUINLAN								
62 Yau	YAU KA WING	<i>PROXY MAUREEN</i>	X				X		

Quoted
can

11/2
11/4

14
13

Sunland Apartments Inc 2
Customer & Job List
January 24, 2011

Customer	Customer's Name	Signature	Full	NO RES	Yes	Yes	NO	yes	NO
33 Szeli	Peter SZELI								
34 Cooper	COOPER, BARBARA G	PROXY HOWARD							
35 Sliker	SLIKER, HOWARD	Howard Sliker							
36 Castro	Ana Castro								
37 Gradwell/Newberry	LEONARD GRADWELL & Jodi NEWBERRY	Jenny Gradwell							
38 Zogby	ZOGBY MITCHELL JR								
39 Baldwin	BALDWIN, R VIRGINIA	PROXY PAT							
40 Stiegel	STRIEGEL, ROBERT J								
41 Tourna	Habib-Youhanna Tournia								
42 Chotos	Renee and Darrel Chotos								
43 Milini	MILINI, MICHAEL J	PROXY MAVEEN							
44 DeFilippo and Tonelli	Fabio DeFilippo and Omirella Tonelli	Omirella Tonelli							
45 - Sunland	Sunland Apt	PROXY							
46 DiFrancesco	DI FRANCESCO, ANNE	PROXY PAT							
47 Biviano	BIVIANO, PATRICIA A	Patricia Biviano							
48 Sunland	Sunland Apt	PROXY							
49 Johnson	JOHNSTON, KEVIN & JOHNSTON, CARLA MARIE								
50 Bacon	Patricia Bacon								
51 Borrás	Marcos Borrás	PROXY							
52 Rigg	RIGG, JOANNE	PROXY MAVEEN							
53 Sandoval	SANJUDICI, OF ROSE M	PROXY PAT							
54 Ruckert	RUCKERT, MAUREEN H	Maureen Ruckert							
55 DeLellis	DELELLIS, TINA	Tina DeLellis							
56 Ca talupo	CANTALUPO, STELLA S	PROXY-SEC							
57 Hollman	HOLLMAN, JOSEPH C	PROXY PAT							
58 Rubin	RUBIN, MARGARET E	Margaret Rubin							
59 Cunningham	CUNNINGHAM, NAOMI L								
60 Hansen	Michael Hansen								
61 Fallerie and Cloutier	Dennis Fallerie and Sylvie Cloutier								
62 Owens	OWENS, VINCENT								
63 Howard/Plazentia	Robert Howard	PROXY ELLE TORRES							
64 Milin	MILIN, MICHAEL	PROXY MAUREEN							

21 PROXIES

Prepared by and return to:
Tamar Duffner Shendell, Esq.
Shendell & Associates, P.A.
5340 N. Federal Highway, Suite 201
Lighthouse Point, FL 33064

CERTIFICATE OF VOTE TO FOREGO RETROFIT

The undersigned, as the President of Sunland Apartments, Inc. Number Two (hereinafter referred to as the "Association"), a corporation not for profit organized and existing under the laws of Florida, does hereby certify:

1. That the Association requested the Written Consent without Meeting of all members.
2. That more than a majority of all voting members of Sunland Apartments, Inc. Number Two voted to opt out of the fire sprinkler system retrofit requirements in accordance with the provisions of Florida Statutes, Section 718.112.
3. That the votes of the members were obtained by execution of a written consent of the members.
4. That the specific results of the vote were as follows:

39 YES votes to opt out, 2 NO votes to opt out and 23 not returned = 64 total votes
5. That there are 64 total voting members in Sunland Apartments, Inc. Number Two
6. That the Association provided a written notice of the vote to forego retrofitting of the required fire sprinkler system to each member of the Association.
7. That this Certificate is being recorded pursuant to the requirements of Section 718.112, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as President of Sunland Apartments, Inc. Number Two, a Florida Corporation not for profit, and affix the corporate seal hereto, all of which was done as of the 21 day of December, 2016.

Cary L. Ruff
Witness #1- Signature

Cary L. Ruff
Print Name:

Dan J. Persten
Witness #2- Signature

Dan J Persten
Print Name:

Sunland Apartments, Inc. Number Two,
a Florida Corporation not for Profit

By: Howard Sliker

(Corporate Seal)

The foregoing was acknowledged before me by Howard Sliker, President of Sunland Apartments, Inc. Number Two on behalf of the Association. He/she is personally known to me and did take an oath this 21 day of Dec, 2016.

Dan J Persten (Seal)
Notary Public

MY COMMISSION EXPIRES



DAVID J. PERSTEN
MY COMMISSION # FF 962277
EXPIRES: May 9, 2020
Bonded Thru Budget Notary Services

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO S. 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.